

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
July 25, 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 – 26)

3. Discuss, consider and take appropriate action on a line item transfer for County Courts at Law.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004100	Professional Services	\$10,000.00
To	0100-0425-004120	Competency Hearings	\$10,000.00

4. Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Pct. 3.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.004002	Jurors, Grand Jurors, Jury Com	\$5,000.00
To	0100.0453.004141	Interpretors	\$5,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003307	Pharmaceuticals	\$20,000.00
From	0100-0540-003107	Medical Equipment	\$10,000.00
To	0100-0540-003200	Medical Supplies	\$30,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003553	Signs	\$26,000.00
To	0200-0210-005003	Equipment > \$5,000	\$26,000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003551	Base & Stabilizer	\$200,000.00
To	0200-0210-003550	Asphalt	\$200,000.00

8. Discuss, consider and take appropriate action acknowledging line item transfers of \$500 or less completed by the County Auditor during April - June (FY23 3rd quarter).
9. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including one (1) Saturn Vue Hybrid Vin #4636, one (1) Nissan XTrail Vin #2639, four (4) 2015 Harley-Davidson Motorcycles Vin #'s 6067,6119, 6185, 8257 and three (3) 2016 Harley-Davidson Motorcycles Vin #'s 6040, 6082 and 6482 pursuant to Texas Local Government Code 263.152.
10. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes, and any corresponding line item transfers.
11. Discuss, consider and take appropriate action on appointment of Laurie Carlson to the Emergency Services District (ESD) #12 Board of Directors, filling the unexpired term of Place #5 director Erin Tanner, with a term effective August 1, 2023, and ending on December 31, 2024.
12. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, June 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.
13. Discuss, consider, and take appropriate action on approving and ratifying the submission of written comments, information and/or recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Atlas Ranch Municipal Utility District No. 1.
14. Discuss, consider, and take appropriate action on approving and ratifying the submission of written comments, information and/or recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Williamson County MUD No. 39.
15. Discuss, consider and take appropriate action to approve an amendment to a subrecipient agreement between Williamson County and the City of Thrall for Infrastructure Improvements to the water project serving the community for reimbursement under the American Rescue Plan Act (ARPA).

16. Discuss, consider, and take appropriate action on Contract Amendment No. 1 to Williamson County Services Contract RFP#1707-176 Interpretive Planning and Exhibits - River Ranch County Park Interpretive Center between Williamson County and MuseWorks LLC relating to repair and repacking costs associated with display exhibits (Funding Source P465).
17. Discuss, consider, and take appropriate action on entering into an Interlocal Agreement (ILA) #2023251 with the Williamson County and Cities Health District (WCCHD) for First Responder Influenza Vaccines, in the amount of \$10,158.50, and authorizing the execution of the agreement.
18. Discuss, consider, and take appropriate action on approving the Proposal #2023249 between Williamson County and PowerDMS by Neogov for the total of \$3,843.64 and authorize the execution of the Proposal.
19. Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2 providing continuing design and engineering services for the Justice Center North Roof Replacement to Reliance Architecture LLC in the amount of \$18,800.00 and authorize the execution of the agreement. Funding Source is P615.
20. Discuss, consider and take appropriate action on Contract Amendment 1 to the Supplement Agreement 1 to the Contract for Engineering Services between Williamson County and BLGY, Inc., dated April 11, 2023, relating to the Juvenile Justice Center Addition, Project (P578)
21. Discuss, consider and take appropriate action on accepting a report from Chasco Constructors, Change Order No. 7 for the Williamson County Expo Improvements project (P562) for a time only change of 120 days toward substantial completion. Funding Source is P562.
22. Discuss, consider and take appropriate action on accepting a report from SSCi, Change Order No. 1 for the Williamson County Old DPS Renovation project for \$1,352. Funding Source is 445P/445A Old DPS Renovation/12.
23. Discuss, consider, and take appropriate action on formally closing the solicitation for RFSQ #23RFSQ3 Engineering Services for FM 973 from 1660 to US 79 (Carlos G Parker Blvd).
24. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for San Gabriel Ranches Subdivision Road and Drainage Improvements, under IFB #23IFB98. Funding Source is P489.
25. Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Doucet & Associates and Williamson County dated July 16, 2019 for Smith Branch Flood Control Near Juvenile Justice Center. This supplemental is to extend the expiration date to December 31, 2024. Funding source: P519.
26. Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$56,086.02 to expire January 31, 2024 under Williamson County Contract for Engineering Services between Fugro USA Land, Inc. and Williamson County dated May 5, 2020 for CR 255. Funding source: P546.

REGULAR AGENDA

27. Discuss, consider, and take appropriate action on Williamson County Emergency Services being recognized by the Quality Texas Foundation achieving the Engagement Recognition Level at the recent Quality Texas Conference in Georgetown.

28. Discuss, consider and take appropriate action on receiving annual update from the Williamson County Economic Development Partnership.
29. Discuss, consider and take appropriate action on proposed changes to the Employee Policy Manual, to be effective October 1, 2023.
30. Discuss, consider and take appropriate action on the Compensation Presentation for FY24.
31. Discuss, consider and take appropriate action on the list of position classifications for Round 2 of the salary study.
32. Discuss, consider and take appropriate action on moving position control numbers (PCN's) 0338, 1242, 1307, and 1246 from the B (Civilian) chart to the L (Law Enforcement) or C (Corrections) chart.
33. Discuss, consider and take appropriate action on authorizing written notice to each elected official of his/her salary and other compensation to be included in the 2023-2024 budget.
34. Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for the Williamson County Share of the FY 23 Capital Area Trauma Advisory Council (CATRAC) Trauma System Funds.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment From Other Entities	\$25,821.31

35. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for EMS.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003200	Medical Supplies	\$25,821.31

36. Discuss, consider and take appropriate action on the Authorized User Agreement between Williamson County and the Georgetown Palace Theatre.
37. Discuss, consider, and take appropriate action on approving Home Safe: Building Strong Violence Free Families grant application for Juvenile Services.
38. Discuss, consider, and take appropriate action on authorizing the (PSA) with Halff Associates, Inc. for design and engineering services for the Southwest Regional Trail to connect to Brushy Creek Regional Trail utilizing RFQ 2727, in the amount of \$493,630.00 and authorize the execution of the agreement. P553,2, 2019 Parks Bond.

39. Discuss, consider and take appropriate action regarding the engagement of the law firm of Sheets & Crossfield, PLLC to represent Williamson County in relation to various aspects of real estate, eminent domain/condemnation, economic development matters and general legal matters as assigned by the County Judge or Commissioners (as more fully set out in the engagement letter); and exemption of those attorney 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 Section 262.024(a)(4) of the Texas Local Government Code.
40. Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to provide defense of tort liability cases or claims for Williamson County, and other legal services assigned or requested, only if the scope of which is confirmed by the Williamson County Commissioners Court or its Office of General Counsel in writing at the time of assignment; and exemption of 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).
41. Discuss, consider and take appropriate action on a Lease Agreement between Williamson County and Freestyle Sports, LLC for that certain property designated 75 Seward Junction Loop, Liberty Hill, Texas and being described an approximate 1.7703 acre (77,114 SF) tract of land.
42. Discuss, consider and take appropriate action on a policy exception for the hiring of the Fleet Services Shop Supervisor.
43. Discuss, consider and take appropriate on a Development Agreement Regarding FM 734 (Parmer Lane) Rattan Creek with North Austin Municipal Utility District No. 1.

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)."

44. 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: CR 332
 - b) Discuss the acquisition of real property for County Facilities.
 - c) Discuss the acquisition of real property for CR 255.
 - d) Discuss the acquisition of real property for CR 111.
 - e) Discuss the acquisition of real property for Corridor H
 - f) Discuss the acquisition of real property for future SH 29 corridor.
 - g) Discuss the acquisition of right-of-way for Hero Way.
 - h) Discuss the acquisition of right-of-way for Corridor C.
 - i) Discuss the acquisition of right-of-way for Corridor F.
 - j) Discuss the acquisition of right-of-way for Corridor D.
 - k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
 - l) Discuss the acquisition of right-of-way for Reagan extension.

- m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile Detention Center
- n) Discuss acquisition of right of way for Corridor E.
- o) Discuss acquisition of right of way for Liberty Hill Bypass.
- p) 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) Sale of property located 747 County Rd. 138 Hutto, 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

45. 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 World
- b) Project Mellencamp
- c) Project Corgi
- d) Project Anniversary
- e) Project Glee
- f) Project Skyfall
- g) Project Stamper
- h) Project Soul Train
- i) Project Dragon

46. 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 vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
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-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

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

9. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsmen, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division

10. 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

11. 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

12. 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

13. 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

14. 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

15. 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

16. 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

17. 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

18. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

1. USERRA Case No. TX-2023-00052-40-R

d. Claims:

e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.

2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.

3. Legal matters pertaining to DM Medical Billings, LLC.

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

5. Legal matters pertaining to nuisance abatement procedures.

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

47. 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).

48. 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).

49. 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)

50. Discuss and take appropriate action concerning economic development.
51. Discuss and take appropriate action concerning real estate.
52. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:

a. General:

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

b. Litigation:

1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
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-00615-LY; Bernardo Acosta v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
8. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
9. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsmann, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
10. 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
11. 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
12. 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
13. 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
14. 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

15. 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
16. 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
17. 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
18. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas

c. Administrative Complaints:

1. USERRA Case No. TX-2023-00052-40-R

d. Claims:

e. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to DM Medical Billings, LLC.
4. Legal matters relating to proposed Hutto TIRZ #3.
5. Legal matters pertaining to nuisance abatement procedures.
6. Discuss legal matters relating to a Lease Agreement between Williamson County and the Williamson County Children's Advocacy Center, Inc.

53. Discuss, consider and take appropriate action regarding the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors or employees, including but not limited to any necessary action pertaining to conducting annual reviews of department heads and appointed officials.
54. Comments from Commissioners.
55. Public Comment Period. The Commissioners Court will conduct a Public Comment Period to allow members of the public to address the Court regarding matters pertaining to or affecting Williamson County but that do not appear as an Agenda Item on a meeting's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his/her remarks and the maximum overall discussion time allowed for the Public Comment Period, regardless of the number of members of the public wishing to address the Court during such period, shall be limited to ten (10) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than five (5) speakers desire to speak during the Public Comment Period. Please note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

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 21st day of July 2023 at 4:00 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:** 07/25/2023

LIT County Courts at Law

Submitted By: Sharrion Threadgill, County Court At Law #4**Department:** County Court At Law #4**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for County Courts at Law.

Background

Additional funds are needed for competency hearings.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0425-004100	Professional Services	\$10,000.00
To	0100-0425-004120	Competency Hearings	\$10,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Sharrion Threadgill

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

07/19/2023 08:03 PM

07/20/2023 08:40 AM

Started On: 07/19/2023 09:02 AM

Commissioners Court - Regular Session**4.****Meeting Date:** 07/25/2023

Line Item Transfer

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

Information**Agenda Item**

Discuss, consider and take appropriate action on a line item transfer for Justice of the Peace, Pct. 3.

Background

The office of JP3 is requesting a line item transfer from 0100.0453.004002 (Jurors, Grand Jurors, Jury Com) to 0100.0453.004141 (Interpreters) in the amount of \$5000.00 to fund Language Line interpreters.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.004002	Jurors, Grand Jurors, Jury Com	\$5,000.00
To	0100.0453.004141	Interpretors	\$5,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Cherie Vasquez

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

07/19/2023 08:06 PM

07/20/2023 08:40 AM

Started On: 07/19/2023 02:01 PM

Commissioners Court - Regular Session**5.****Meeting Date:** 07/25/2023

LIT

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

Information**Agenda Item**

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

Background

Transfer of funds to purchase medical supplies for the remainder of the fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0540-003307	Pharmaceuticals	\$20,000.00
From	0100-0540-003107	Medical Equipment	\$10,000.00
To	0100-0540-003200	Medical Supplies	\$30,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Michael Knipstein

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

07/19/2023 07:58 PM

07/20/2023 08:40 AM

Started On: 07/17/2023 11:25 AM

Commissioners Court - Regular Session**6.****Meeting Date:** 07/25/2023

Line item transfer for the Road and Bridge Division

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

Information**Agenda Item**

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

Background

This transfer is necessary to purchase a temporary traffic signal system to assist in unforeseen or short-term traffic control situations.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003553	Signs	\$26,000.00
To	0200-0210-005003	Equipment > \$5,000	\$26,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

07/19/2023 08:01 PM

07/20/2023 08:40 AM

Started On: 07/17/2023 11:57 AM

Commissioners Court - Regular Session**7.****Meeting Date:** 07/25/2023

Line item transfer for the Road and Bridge Division

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

Information**Agenda Item**

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

Background

This transfer is necessary in order to effectively continue routine maintenance and resurfacing operations. Over the past year, limestone rock asphalt prices have increased by 31%, and asphalt emulsion prices have increased by 9%.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0200-0210-003551	Base & Stabilizer	\$200,000.00
To	0200-0210-003550	Asphalt	\$200,000.00

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Kelly Murphy

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

07/19/2023 08:02 PM

07/20/2023 08:40 AM

Started On: 07/17/2023 12:03 PM

Commissioners Court - Regular Session**8.****Meeting Date:** 07/25/2023

Line Item Transfers of \$500 or Less FY23 Q3

Submitted For: Ganae Hempe**Submitted By:** Nancy Schiller, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action acknowledging line item transfers of \$500 or less completed by the County Auditor during April - June (FY23 3rd quarter).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LIT FY23 Q3

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Nancy Schiller

Final Approval Date: 07/19/2023

Reviewed By

Becky Pruitt

Date

07/19/2023 08:05 PM

Started On: 07/19/2023 01:26 PM

FY23 LIT's Equal to or Less Than \$500 - 3rd QTR

<i>Dept</i>	<i>From/To</i>			<i>Line #</i>		<i>Amount</i>
HAZ-MAT	From	01	0100	0542	004999	\$ 25.00
	To	01	0100	0542	003905	\$ 25.00
J.P. PRECINCT 1	From	01	0100	0451	003100	\$ 450.00
	To	01	0100	0451	004141	\$ 450.00
J.P. PRECINCT 2	From	01	0100	0452	004212	\$ 350.00
	To	01	0100	0452	004210	\$ 350.00
WC RADIO COMMUNICATION SYSTEM	From	01	0507	0507	003110	\$ 500.00
	To	01	0507	0507	005730	\$ 500.00
COUNTY ATTORNEY	From	01	0100	0475	003100	\$ 389.85
	To	01	0100	0475	004410	\$ 344.85
	To	01	0100	0475	003601	\$ 45.00
J.P. PRECINCT 4	From	01	0100	0454	003100	\$ 239.96
	To	01	0100	0454	003005	\$ 239.96
911 COMMUNICATIONS	From	01	0100	0581	004999	\$ 100.00
	To	01	0100	0581	003601	\$ 100.00
J.P. PRECINCT 3	From	01	0100	0453	004002	\$ 495.00
	To	01	0100	0453	004141	\$ 495.00
INFORMATION TECHNOLOGY	From	01	0100	0503	003011	\$ 38.54
	To	01	0100	0503	001110	\$ 38.54
PARKS DEPARTMENT	From	01	0100	0510	004999	\$ 150.00
	To	01	0100	0510	003601	\$ 150.00
911 COMMUNICATIONS	From	01	0100	0581	004541	\$ 400.00
	To	01	0100	0581	003102	\$ 400.00
COUNTY COURT AT LAW 3	From	01	0100	0428	004010	\$ 450.00
	To	01	0100	0428	003100	\$ 450.00
DISTRICT COURTS	From	01	0100	0435	004125	\$ 460.00
	To	01	0100	0435	004621	\$ 460.00
COUNTY TREASURER	From	01	0100	0497	004219	\$ 480.00
	To	01	0100	0497	004500	\$ 480.00
PRETRIAL DISCRETIONARY FDIING	From	01	0100	0591	004100	\$ 50.00
	To	01	0100	0591	004705	\$ 50.00

WMSN CTY BUILDINGS	From	01	0100	0509	003105	\$	100.00
	To	01	0100	0509	004231	\$	100.00
JUVENILE SERVICES	From	01	0100	0576	004100	\$	500.00
	To	01	0100	0576	003009	\$	500.00
EMS	From	01	0100	0540	003001	\$	169.14
	To	01	0100	0540	004100	\$	169.14
COUNTY AUDITOR	From	01	0100	0495	004100	\$	40.00
	To	01	0100	0495	004311	\$	40.00
PURCHASING DEPT	From	01	0100	0494	004999	\$	450.00
	To	01	0100	0494	003100	\$	450.00
DISTRICT ATTORNEY	From	01	0100	0440	003398	\$	500.00
	To	01	0100	0440	004311	\$	500.00
JUVENILE SERVICES	From	01	0100	0576	004102	\$	100.00
	To	01	0100	0576	004410	\$	100.00
WC RADIO COMMUNICATION SYSTEM	From	01	0507	0507	003010	\$	150.00
	To	01	0507	0507	003120	\$	150.00
TOBACCO	From	01	0340	0340	004415	\$	20.00
	To	01	0340	0340	004543	\$	20.00
425TH DISTRICT COURT	From	01	0100	0441	003120	\$	100.00
	To	01	0100	0441	004350	\$	100.00
EMS	From	01	0100	0540	003010	\$	317.00
	To	01	0100	0540	004718	\$	317.00
PRETRIAL DISCRETIONARY FDING	From	01	0100	0591	004100	\$	500.00
	To	01	0100	0591	004141	\$	500.00
COUNTY COURT AT LAW 2	From	01	0100	0427	004999	\$	70.00
	To	01	0100	0427	004212	\$	70.00
WIRELESS COMMUNICATION	From	01	0100	0587	003010	\$	200.00
	To	01	0100	0587	003001	\$	200.00
NON-DEPARTMENTAL	From	01	0100	0409	004998	\$	250.00
	To	01	0100	0409	004413	\$	250.00
COUNTY TREASURER	From	01	0100	0497	003100	\$	215.00
	To	01	0100	0497	003010	\$	215.00

UNIFIED ROAD SYSTEM	From	01	0200	0210	004531	\$	500.00
	To	01	0200	0210	004705	\$	500.00
COMMISSIONER PCT 4	From	01	0100	0214	004999	\$	5.00
	To	01	0100	0214	004212	\$	5.00
EXTENSION SERVICE	From	01	0100	0665	003100	\$	25.00
	To	01	0100	0665	003900	\$	25.00
COUNTY COURT AT LAW 3	From	01	0100	0428	004010	\$	1,000.00
	To	01	0100	0428	003100	\$	500.00
	To	01	0100	0428	004212	\$	500.00
ON-SITE SEWAGE FACILITIES	From	01	0100	0661	003005	\$	100.00
	To	01	0100	0661	003001	\$	100.00
DISTRICT COURTS	From	01	0100	0435	003900	\$	41.68
	To	01	0100	0435	004999	\$	41.68
J.P. PRECINCT 2	From	01	0100	0452	003100	\$	115.00
	To	01	0100	0452	003006	\$	115.00
ON-SITE SEWAGE FACILITIES	From	01	0100	0661	003010	\$	100.00
	To	01	0100	0661	003005	\$	100.00
PARKS DEPARTMENT	From	01	0100	0510	003005	\$	186.12
	To	01	0100	0510	003006	\$	186.12
ON-SITE SEWAGE FACILITIES	From	01	0100	0661	004999	\$	75.00
	To	01	0100	0661	003005	\$	75.00
COUNTY COURT AT LAW 2	From	01	0100	0427	004999	\$	6.00
	To	01	0100	0427	004212	\$	6.00
COMMISSIONER PCT 4	From	01	0100	0214	004231	\$	670.00
	To	01	0100	0214	004621	\$	400.00
	To	01	0100	0214	003006	\$	270.00
425TH DISTRICT COURT	From	01	0100	0441	003900	\$	150.00
	To	01	0100	0441	003120	\$	150.00
COUNTY TREASURER	From	01	0100	0497	004350	\$	85.62
	To	01	0100	0497	003100	\$	85.62
ANIMAL SERVICES	From	01	0545	0545	004999	\$	30.00
	To	01	0545	0545	004231	\$	30.00

DISTRICT ATTORNEY	From	01	0100	0440	003100	\$	300.00
	To	01	0100	0440	004410	\$	300.00
26TH DISCTRICT COURT	From	01	0100	0436	003900	\$	262.79
	To	01	0100	0436	004350	\$	262.79
INFRASTRUCTURE DEPT.	From	01	0100	0215	004350	\$	500.00
	To	01	0100	0215	004231	\$	500.00
CONSTABLE PRECINCT 3	From	01	0100	0553	003008	\$	500.00
	To	01	0100	0553	003004	\$	500.00
CONSTABLE PRECINCT 1	From	01	0100	0551	003311	\$	500.00
	To	01	0100	0551	003008	\$	500.00
PURCHASING DEPT.	From	01	0100	0494	004999	\$	300.00
	To	01	0100	0494	003100	\$	300.00
INFRASTRUCTURE DEPT.	From	01	0100	0215	004350	\$	150.00
	To	01	0100	0215	003301	\$	150.00
ANIMAL SERVICES DONATIONS	From	01	0546	0546	003670	\$	36.71
	To	01	0546	0546	001110	\$	34.10
	To	01	0546	0546	002010	\$	2.61
DISTRICT ATTORNEY	From	01	0100	0440	003006	\$	500.00
	To	01	0100	0440	004236	\$	500.00
JUVENILE SERVICES	From	01	0100	0576	004102	\$	450.00
	To	01	0100	0576	004705	\$	450.00
UNIFIED ROAD SYSTEM	From	01	0200	0210	004531	\$	500.00
	To	01	0200	0210	004311	\$	500.00
J.P. PRECINCT 3	From	01	0100	0453	004002	\$	500.00
	To	01	0100	0453	004141	\$	500.00
COUNTY COURT AT LAW 1	From	01	0100	0426	004999	\$	5.00
	To	01	0100	0426	003900	\$	5.00
EMS	From	01	0100	0540	003001	\$	212.10
	To	01	0100	0540	004100	\$	212.10
26th DISTRICT COURT	From	01	0100	0436	003901	\$	150.00
	To	01	0100	0436	004350	\$	150.00
CONSTABLE PRECINCT 1	From	01	0100	0551	004212	\$	80.00
	To	01	0100	0551	004216	\$	80.00

COUNTY JAIL	From	01	0100	0570	004621	\$	5.50
	To	01	0100	0570	004350	\$	5.50
WMSN CTY BUILDINGS	From	01	0100	0509	003901	\$	400.00
	To	01	0100	0509	003319	\$	400.00
DISTRICT COURTS	From	01	0100	0435	003005	\$	410.40
	To	01	0100	0435	001125	\$	410.40
EMS	From	01	0100	0540	003107	\$	250.00
	To	01	0100	0540	003110	\$	250.00
CONSTABLE PRECINCT 2	From	01	0100	0552	004350	\$	120.00
	To	01	0100	0552	003901	\$	120.00
J.P. PRECINCT 3	From	01	0100	0453	004350	\$	800.00
	To	01	0100	0453	004209	\$	300.00
	To	01	0100	0453	004212	\$	500.00
CO TAX ASSESSOR COLLECTOR	From	01	0100	0499	004212	\$	417.00
	To	01	0100	0499	003006	\$	417.00
FLEET MAINTENANCE	From	01	0882	0882	004541	\$	500.00
	To	01	0882	0882	004543	\$	500.00
COUNTY COURT AT LAW 5	From	01	0100	0430	003100	\$	347.70
	To	01	0100	0430	003120	\$	347.70
DISTRICT COURTS	From	01	0100	0435	003120	\$	185.54
	To	01	0100	0435	004350	\$	185.54
DISTRICT COURTS	From	01	0100	0435	004131	\$	443.62
	To	01	0100	0435	004621	\$	443.62
COUNTY JUDGE	From	01	0100	0400	004999	\$	450.00
	To	01	0100	0400	003005	\$	450.00

Commissioners Court - Regular Session**9.****Meeting Date:** 07/25/2023

Vehicle Status Change Assets for Auction

Submitted For: Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction including one (1) Saturn Vue Hybrid Vin #4636, one (1) Nissan XTrail Vin #2639, four (4) 2015 Harley-Davidson Motorcycles Vin #'s 6067,6119, 6185, 8257 and three (3) 2016 Harley-Davidson Motorcycles Vin #'s 6040, 6082 and 6482 pursuant to Texas Local Government Code 263.152.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

VSC Assets for Auction

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Mary Watson
Final Approval Date: 07/19/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

07/19/2023 10:09 AM
07/19/2023 07:59 PM
Started On: 07/13/2023 12:51 PM

County VIN/Serial Number	3GSCL93Z09S624636
Make	Saturn
License Plate	1286068
Year	2009
Model	Vue Hybrid
Reason for Status Change	NOT MECHANICALLY SOUND
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	John Pelczar
Equipment Unit Number	JB0961
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	Hybrid battery is on backorder with no ETA, associated harness is discontinued.
Comments (mileage, mechanical issues, other info)	Due to vehicle's age, hybrid battery can't be order at this time and the harness is discontinued.
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/25/2023
VSC Review	
Department	576 - Juvenile Services
Receiving Department	
Short VIN	4636
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes

Workflow Process Notes	
2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ John Pelczar 6/30/2023 2:13 PM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 7/5/2023 7:02 AM
Authorizing Risk Employee Signature	✓ Malea Schmitt 7/13/2023 9:59 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 7/13/2023 10:08 AM
Purchasing Department Signature	✓ Mary Watson 7/13/2023 10:40 AM
DeparAuthSignedCalculated	No
ReceivingDeptaauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	45
Version	9.0
Attachments	False
Created	6/26/2023 2:49 PM
Created By	Jerry Castillo
Modified	7/13/2023 10:40 AM
Modified By	Mary Watson

County VIN/Serial Number	JN1AT18T3DW102639
Make	NISSAN
License Plate	JYR2371
Year	2013
Model	XTRAIL
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB1301
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/25/2023
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	2639
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 7/10/2023 9:55 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 7/10/2023 11:07 AM
Authorizing Risk Employee Signature	✓ Malea Schmitt 7/13/2023 9:56 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 7/13/2023 10:11 AM
Purchasing Department Signature	✓ Mary Watson 7/13/2023 10:44 AM
DeparAuthSignedCalculated	No
ReceivingDeptaauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	24
Version	8.0
Attachments	False
Created	6/13/2023 11:14 AM
Created By	Mark Stevens
Modified	7/13/2023 10:44 AM
Modified By	Mary Watson

County VIN/Serial Number	1HD1FMM13FB626067
Make	HARLEY DAVIDSON
License Plate	XY3935
Year	2015
Model	FLHTP
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SE1546
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	63616 MILES
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/25/2023
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	6067
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 7/10/2023 9:57 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 7/10/2023 10:54 AM
Authorizing Risk Employee Signature	✓ Malea Schmitt 7/13/2023 9:49 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 7/13/2023 10:17 AM
Purchasing Department Signature	✓ Mary Watson 7/13/2023 10:56 AM
DeparAuthSignedCalculated	No
ReceivingDeptaauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	12
Version	8.0
Attachments	False
Created	4/18/2023 2:23 PM
Created By	Mark Stevens
Modified	7/13/2023 10:56 AM
Modified By	Mary Watson

County VIN/Serial Number	1HD1FMM17FB626119
Make	HARLEY DAVIDSON
License Plate	XY3936
Year	2015
Model	FLHTP
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SE1554
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	44479 MILES
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/25/2023
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	6119
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 7/10/2023 9:56 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 7/10/2023 11:00 AM
Authorizing Risk Employee Signature	✓ Malea Schmitt 7/13/2023 9:53 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 7/13/2023 10:21 AM
Purchasing Department Signature	✓ Mary Watson 7/13/2023 10:58 AM
DeparAuthSignedCalculated	No
ReceivingDeptaauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	14
Version	8.0
Attachments	False
Created	4/18/2023 2:26 PM
Created By	Mark Stevens
Modified	7/13/2023 10:58 AM
Modified By	Mary Watson

County VIN/Serial Number	1HD1FMM19FB626185
Make	HARLEY DAVIDSON
License Plate	XY3937
Year	2015
Model	FLHTP
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SE1555
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/25/2023
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	6185
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 7/10/2023 9:56 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 7/10/2023 11:01 AM
Authorizing Risk Employee Signature	✓ Malea Schmitt 7/13/2023 9:54 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 7/13/2023 10:32 AM
Purchasing Department Signature	✓ Mary Watson 7/13/2023 11:01 AM
DeparAuthSignedCalculated	No
ReceivingDeptaauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	16
Version	8.0
Attachments	False
Created	4/18/2023 2:28 PM
Created By	Mark Stevens
Modified	7/13/2023 11:01 AM
Modified By	Mary Watson

County VIN/Serial Number	1HD1FMM17FB628257
Make	HARLEY DAVIDSON
License Plate	XY3933
Year	2015
Model	FLHTP
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SE1542
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/25/2023
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	8257
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 7/10/2023 9:56 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 7/10/2023 11:05 AM
Authorizing Risk Employee Signature	✓ Malea Schmitt 7/13/2023 9:55 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 7/13/2023 10:33 AM
Purchasing Department Signature	✓ Mary Watson 7/13/2023 11:06 AM
DeparAuthSignedCalculated	No
ReceivingDeptaauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	17
Version	8.0
Attachments	False
Created	4/18/2023 2:28 PM
Created By	Mark Stevens
Modified	7/13/2023 11:06 AM
Modified By	Mary Watson

County VIN/Serial Number	1HD1FMM1XGB656040
Make	HARLEY DAVIDSON
License Plate	1602XY
Year	2016
Model	FLHTP
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SE1683
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/25/2023
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	6040
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 7/10/2023 9:56 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 7/10/2023 10:55 AM
Authorizing Risk Employee Signature	✓ Malea Schmitt 7/13/2023 9:52 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 7/13/2023 10:31 AM
Purchasing Department Signature	✓ Mary Watson 7/13/2023 11:03 AM
DeparAuthSignedCalculated	No
ReceivingDeptaauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	15
Version	8.0
Attachments	False
Created	4/18/2023 2:27 PM
Created By	Mark Stevens
Modified	7/13/2023 11:03 AM
Modified By	Mary Watson

County VIN/Serial Number	1HD1FMM14GB656082
Make	HARLEY DAVIDSON
License Plate	1603XY
Year	2016
Model	FLHTP
Reason for Status Change	NOT MECHANICALLY SOUND
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SE1684
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	52487 MILES MOTOR IS LOCKED
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/25/2023
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	6082
HideFromDelve	Yes
Does vehicle have a toll TAG?	No
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 7/10/2023 9:57 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 7/10/2023 10:53 AM
Authorizing Risk Employee Signature	✓ Malea Schmitt 7/13/2023 9:48 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 7/13/2023 10:15 AM
Purchasing Department Signature	✓ Mary Watson 7/13/2023 10:52 AM
DeparAuthSignedCalculated	No
ReceivingDeptaauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	13
Version	8.0
Attachments	False
Created	4/18/2023 2:25 PM
Created By	Mark Stevens
Modified	7/13/2023 10:52 AM
Modified By	Mary Watson

County VIN/Serial Number	1HD1FMM19GB656482
Make	HARLEY DAVIDSON
License Plate	1604XY
Year	2016
Model	FLHTP
Reason for Status Change	REACHED OPERATIONAL LIFE EXPECTANCY
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SE1685
Method of Status change: This vehicle is to be considered for: (select one)	Sale at the earliest auction
Fleet Comments	
Comments (mileage, mechanical issues, other info)	30K MILES
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	7/25/2023
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	6482
HideFromDelve	Yes
Does vehicle have a toll TAG?	
Toll TAG Registration Number	
Toll TAG Destroyed	No
Title Change Determination: This vehicle is to be considered for	No change needed; current title is still valid
Workflow Admin Notes	
The listed vehicle was involved in an accident. No pending litigation has been confirmed.	
Approval Process Notes	
Workflow Stage	Approvals Complete
Court Disposition	
Court Disposition Comments	
Auditor's Process Completed	Yes
Fleet Process Completed	Yes
Risk Process Completed	Yes
Purchasing Process Completed	Yes
Workflow Process Notes	

2021 VSC Workflow	
Budget Process Completed	No
The listed vehicle was in an accident and no pending litigation has been confirmed	N/A
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 7/10/2023 9:57 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 7/10/2023 10:52 AM
Authorizing Risk Employee Signature	✓ Malea Schmitt 7/13/2023 9:38 AM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 7/13/2023 10:14 AM
Purchasing Department Signature	✓ Mary Watson 7/13/2023 10:48 AM
DeparAuthSignedCalculated	No
ReceivingDeptaauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	11
Version	8.0
Attachments	False
Created	4/18/2023 2:22 PM
Created By	Mark Stevens
Modified	7/13/2023 10:48 AM
Modified By	Mary Watson

Commissioners Court - Regular Session**10.****Meeting Date:** 07/25/2023

Compensation Item

Submitted By: Kayla Marek, Human Resources**Department:** Human Resources**Agenda Category:** Consent

Information**Agenda Item**

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Position Change

Form Review**Inbox**

Human Resources (Originator)

County Judge Exec Asst.

Form Started By: Kayla Marek

Final Approval Date: 07/19/2023

Reviewed By

Laura Drewry

Becky Pruitt

Date

07/19/2023 04:41 PM

07/19/2023 08:07 PM

Started On: 07/19/2023 03:15 PM

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0440-District Attorney	0061	Vacant	N/A	N/A	\$94,079.35	\$98,904.88	N/A	\$4,825.53	Reallocation of position budget surplus to facilitate recruitment. Surplus salary to PCN 0061 from PCN 0915 and PCN 1634. Per 7/18/23 item #40 approval.	7/28/2023
0440-District Attorney	0915	14081	\$54,895.01	N/A	\$56,720.30	\$54,895.01	\$1,825.29	N/A	Reallocation of position budget surplus to facilitate recruitment. Surplus salary to PCN 0061 from PCN 0915 and PCN 1634. Per 7/18/23 item #40 approval.	7/28/2023
0440-District Attorney	1634	16540	\$49,897.00	N/A	\$52,897.24	\$49,897.00	\$3,000.24	N/A	Reallocation of position budget surplus to facilitate recruitment. Surplus salary to PCN 0061 from PCN 0915 and PCN 1634. Per 7/18/23 item #40 approval.	7/28/2023

***Amount may vary slightly due to Oracle rounding**

Commissioners Court - Regular Session**11.****Meeting Date:** 07/25/2023

ESD #12 Board Appointment - Laurie Carlson

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

Information**Agenda Item**

Discuss, consider and take appropriate action on appointment of Laurie Carlson to the Emergency Services District (ESD) #12 Board of Directors, filling the unexpired term of Place #5 director Erin Tanner, with a term effective August 1, 2023, and ending on December 31, 2024.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Laurie Carlson Bio

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 06/29/2023

Reviewed By

Becky Pruitt

Date

06/29/2023 01:20 PM

Started On: 06/29/2023 12:00 PM

Laurie Carlson
Nominee ESD #12 Board of Directors
Administrative Coordinator
Hill Country Bible Church

Laurie has worked professionally at Hill Country Bible Church since 2000, filling various leadership roles, including church planting and the Saturate Austin Institute, which teaches five core courses that develop leadership skills and abilities. Laurie has experience in project management, capital campaigns, fund raising, planning, budgeting, and outreach to large groups of people. She has outstanding communication skills that has helped in her professional success. She greatly enjoys volunteering, giving back to her community, helping make it a better place to live and raise families. She and her husband, Paul have called Central Texas their home since 1989. They are active in the community and have three married adult children, who graduated from Williamson County schools. They enjoy spending time with and adore their seven grandchildren, who are being raised in Cedar Park.

Commissioners Court - Regular Session**12.****Meeting Date:** 07/25/2023

Justice of the Peace 4 June 2023 Monthly Report

Submitted By: Veronica Bolander, J.P. Pct. #4**Department:** J.P. Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 4, June 2023 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

JP4 EOM JUN 2023

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Veronica Bolander

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date


07/20/2023 10:52 AM

Started On: 07/20/2023 10:35 AM

**IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE**

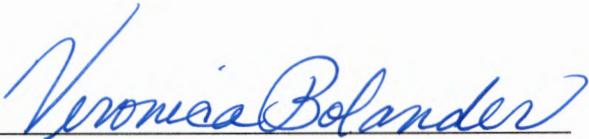
**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

**Before me, the undersigned authority, on this day personally appeared
Rhonda Redden, Justice of the Peace, Precinct 4, Williamson County, who on her
oath, stated that the attached report of money collected is a true and correct report
for the month of June 2023.**

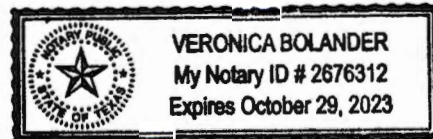

**RHONDA REDDEN
JUSTICE OF THE PEACE
PRECINCT FOUR**



This 20th day of July 2023, to certify which witness my hand and seal of office.



NOTARY PUBLIC in and for the State of Texas



Payment Report - Transaction/Adjustment Detail

TXWILLIAMSONPROD

Receipt Number: JP4-2023-02341 - JP4-2023-02950 Case Categories: Civil; Criminal
Locations: JP4 June 2023

Payment Type: Cash Bond Deposit; Counter Payment; ...

Final Totals		Fee Totals	Transaction Totals
Total Payments		79,049.68	79,049.68
Total Adjustments Impacting Payments		0.00	0.00
Final Fee Code Totals		79,049.68	79,049.68
Tender Method Summary			
Tender Types	Cash	5,766.00	5,766.00
	Certified Payments Credit Card	31,498.87	31,498.87
	Check	4,947.25	4,947.25
	Credit Card	23,717.81	23,717.81
	E-File Credit Card	12,008.75	12,008.75
	Money Order	1,111.00	1,111.00

Detailed report is available through the Auditor's Office.

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Receipt Number: JP4-2023-02341 - JP4-2023-02950
Locations: JP4

Case Categories: Civil; Criminal

Payment Type: Cash Bond Deposit; Counter Payment; ...

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207008 - JP 4-CASH BONDS	L-004-4-01-0100-0000-207008: 01-0100-0000-207008 - JP4 Cash Bonds	1,300.00
01-0100-0000-207017 - Collections Agency Fee	L-004-4-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	606.37
01-0100-0000-207027 - DUE TO TX TOLLWAYS	L-004-4-01-0100-0000-207027: 01-0100-0000-207027 - Due to TX Tollways	100.60
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-4-01-0100-0000-209600: 01-0100-0000-209600 - Fines Due to TX Parks Wildlife	311.95
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-4-01-0100-0000-209700: 01-0100-0000-209700 - JP Courts Refunds	583.00
01-0100-0000-341804 - FEES OF OFFICE, JP PCT-4	L-004-4-01-0100-0000-341804: 01-0100-0000-341804 - Fees of Office, JP Pct. #4	8,245.87
01-0100-0000-341904 - CIVIL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341904: 01-0100-0000-341904 - Fees of Office, Const. PCT #4	11,400.00
01-0100-0000-341914 - CRIMINAL FEES/OFFICE, CONST 4	L-004-4-01-0100-0000-341914: 01-0100-0000-341914 - Fees of Office, Crim. Const. PCT #4	74.83
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-4-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	333.07
01-0100-0000-351304 - FINES, JP PCT-4	L-004-4-01-0100-0000-351304: 01-0100-0000-351304 - FINES, JP PCT #4	27,525.96
01-0100-0000-365103 Language Access Fund	L-004-4-01-0100-0000-365103: 01-0100-0000-365103 - Language Access Fund	657.00
01-0100-0000-370500 - Miscellaneous Revenue	L-004-4-01-0100-0000-370500: 01-0100-0000-370500 - Miscellaneous Revenue	1.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-4-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	3,473.53
0100 - General Fund Total:		54,613.18
0361 - JP Security Fund		
01-0361-0000-341154 - JP 4 SECURITY FEES	L-004-4-01-0361-0000-341154: 01-0361-0000-341154 - JP 4 SECURITY FEES	12.00
0361 - JP Security Fund Total:		12.00
0369 - JP-4 Truancy Program Fund		
01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	L-004-4-01-0369-0000-341917: 01-0369-0000-341917 - JP4 Truant Conduct (HB 2398)	300.00
01-0369-0000-370000 - JP-4 Truancy Program Fees	L-004-4-01-0369-0000-370000: 01-0369-0000-370000 - JP-4 Truancy Program Fee	15.00
0369 - JP-4 Truancy Program Fund Total:		315.00
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-4-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,095.00
0370 - Alternate Dispute Resolution Fund Total:		1,095.00
0372 - Justice Court Technology Fund		
01-0372-0000-341144 - JP 4 TECHNOLOGY FEES	L-004-4-01-0372-0000-341144: 01-0372-0000-341144 - JP #4 TECHNOLOGY FEES	12.00
0372 - Justice Court Technology Fund Total:		12.00

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Receipt Number: JP4-2023-02341 - JP4-2023-02950

Case Categories: Civil; Criminal

Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	L-004-4-01-0399-0000-208034: 01-0399-0000-208034 - JP 4 Truancy Prev/Diversion - State	6.00
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-4-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	120.00
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-4-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3	15,258.76
01-0399-0000-208181 - State Consolidated Fee	L-004-4-01-0399-0000-208181: 01-0399-0000-208181 - State Consolidated Fee	483.00
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-4-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	12.00
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-4-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	18.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-4-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	188.63
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-4-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.10
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-4-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	6,777.47
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-4-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	6.00
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-4-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	107.54
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-4-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	25.00
0399 - State Agency Fund Total:		23,002.50
Fee Totals for All Funds:		79,049.68

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Receipt Number: JP4-2023-02341 - JP4-2023-02950 Case Categories: Civil; Criminal
Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC4	Arrest Fee - Constable 4 CCP 102.011(a)(1), 102.011(e)	24.83	6	0.00	0	0.00	0	24.83	6
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	158.63	40	0.00	0	0.00	0	158.63	40
2020AFHISD	Arrest Fee - Hutto ISD PD CCP 102.011(a)(1), 102.011(e)	1.67	1	0.00	0	0.00	0	1.67	1
2020AFPW	Arrest Fee - TX P&W CCP 102.011(a)(1), 102.011(e)	30.00	6	0.00	0	0.00	0	30.00	6
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	1,025.46	233	0.00	0	0.00	0	1,025.46	233
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	15,258.76	284	0.00	0	0.00	0	15,258.76	284
2020CDF	Compliance Dismissal Fine	300.00	30	0.00	0	0.00	0	300.00	30
2020DSCM	Driving Safety Course Mandatory CCP 45.0511(f)(1)	293.34	30	0.00	0	0.00	0	293.34	30
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	3,473.53	286	0.00	0	0.00	0	3,473.53	286
2020LTF	Local Traffic Fine (TC 542.403)	403.65	152	0.00	0	0.00	0	403.65	152
2020STF	State Traffic Fine (TC 542.4031)	6,727.47	152	0.00	0	0.00	0	6,727.47	152
2020TPF	Time Payment Fee CCP 102.030	333.07	37	0.00	0	0.00	0	333.07	37
AB	Abstract	10.00	2	0.00	0	0.00	0	10.00	2
ADTOLL	Administrative Toll Fee due to TXDOT	100.60	1	0.00	0	0.00	0	100.60	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	15.00	3	0.00	0	0.00	0	15.00	3
CB	Cash Bond	1,300.00	4	0.00	0	0.00	0	1,300.00	4
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	120.00	3	0.00	0	0.00	0	120.00	3
CCOP	Civil Copies	13.00	5	0.00	0	0.00	0	13.00	5
CERT	Certified Copy	10.75	2	0.00	0	0.00	0	10.75	2
CFINE	County Fine	27,525.96	232	0.00	0	0.00	0	27,525.96	232
CHS	Courthouse Security Fee (CCP 102.017)	9.00	3	0.00	0	0.00	0	9.00	3
CHSJC	JP Security Fee (CCP 102.017)	3.00	3	0.00	0	0.00	0	3.00	3
CJS	Criminal Judicial Support Fee (LGC 103.105)	18.00	3	0.00	0	0.00	0	18.00	3
COLLFEE	Collection Agency Fee	606.37	6	0.00	0	0.00	0	606.37	6
CONT4	Constable Service Fee Pct #4	6,640.00	66	0.00	0	0.00	0	6,640.00	66
CRFEEOVER	Criminal Overpayment Fee	583.00	3	0.00	0	0.00	0	583.00	3
DDF	Deferred Disposition Fee	493.00	13	0.00	0	0.00	0	493.00	13
IDF	Indigent Defense Fee (LGC 133.107)	6.00	3	0.00	0	0.00	0	6.00	3

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Receipt Number: JP4-2023-02341 - JP4-2023-02950 Case Categories: Civil; Criminal
Locations: JP4

Payment Type: Cash Bond Deposit; Counter Payment; ...

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
JCTF	Justice Court Technology Fee (CCP 102.0173)	12.00	3	0.00	0	0.00	0	12.00	3
JFR	Jury Reimbursement Fee (CCP 102.0045)	12.00	3	0.00	0	0.00	0	12.00	3
JTP	Juvenile Truancy Program (CCP 102.0174)	15.00	3	0.00	0	0.00	0	15.00	3
JURY	Jury Fee	22.00	1	0.00	0	0.00	0	22.00	1
LT10	Overpayments < \$10	1.00	1	0.00	0	0.00	0	1.00	1
MVF	Moving Violation Fee (CCP 102.022)	0.10	1	0.00	0	0.00	0	0.10	1
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,095.00	219	0.00	0	0.00	0	1,095.00	219
SB41JCSF	Justice Court Support Fund	5,475.00	219	0.00	0	0.00	0	5,475.00	219
SB41LAF	Language Access Fund - LGC 135.155	657.00	219	0.00	0	0.00	0	657.00	219
SB41SCF	State Consolidated Fee	483.00	23	0.00	0	0.00	0	483.00	23
SFMCWV	State Fine - Motor Carrier Weight Violation	107.54	1	0.00	0	0.00	0	107.54	1
STFS	State Traffic Fine Due To State (HB2048)	50.00	1	0.00	0	0.00	0	50.00	1
SUB4	Subpoena Pct# 4	160.00	1	0.00	0	0.00	0	160.00	1
TCC	Truancy Court Cost (HB2398)	300.00	6	0.00	0	0.00	0	300.00	6
TFC	Traffic	3.00	1	0.00	0	0.00	0	3.00	1
TP	Time Payment Fee	25.00	1	0.00	0	0.00	0	25.00	1
TPDF	Truancy Prevention and Diversion Fund - JP4 eDoc Conversion	6.00	3	0.00	0	0.00	0	6.00	3
TPWF	Texas P&W Fine	311.95	6	0.00	0	0.00	0	311.95	6
TRANS	Transcript	10.00	1	0.00	0	0.00	0	10.00	1
WARC4	Warrant Fee - Constable Pct. 4	50.00	1	0.00	0	0.00	0	50.00	1
WEXEC	Writ of Execution	35.00	7	0.00	0	0.00	0	35.00	7
WF	Warrant Fee	50.00	1	0.00	0	0.00	0	50.00	1
WPOSS	Writ of Possession	85.00	17	0.00	0	0.00	0	85.00	17
WSF4	Constable #4 - Writ Service Fee	4,600.00	23	0.00	0	0.00	0	4,600.00	23
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		79,049.68	2,371	0.00	0	0.00	0	79,049.68	2,371

Justice of the Peace 4
Consolidated Court Cost Calculation Sheet

Deposit Date: 6/01/2023-6/30/2023

	<u>DR</u>	<u>CR</u>	<u>GL Code</u>	<u>GL Description</u>	<u>ALLOCATION %</u>
Local CCC-Class C		\$3,473.53	99-9999-9999-000003	Local CCC-Class C Due to County	
Court Security Fee	\$1,215.74		01.0361.0000.341154	COURTHOUSE SECURITY FEES	35.000000%
Local Truancy Prevention & Diversion Fund Fee	\$1,240.55		01.0369.0000.370000	Local Truancy Prevention & Diversion Fund Fee	35.714300%
Justice Court Technology Fund	\$992.44		01.0372.0000.341144	Justice Court Technology Fund	28.571400%
County Jury Fund Fee	\$24.80		01.0100.0000.342853	County Jury Fund Fee	0.714300%
Percentage Distribution Total:	\$3,473.53	\$3,473.53			100.000000%
Collected	\$3,473.53				

Commissioners Court - Regular Session**13.****Meeting Date:** 07/25/2023

Atlas Ranch MUD 1

Submitted By: Becky Pruitt, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving and ratifying the submission of written comments, information and/or recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Atlas Ranch Municipal Utility District No. 1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 01:32 PM

Started On: 07/20/2023 01:27 PM

Commissioners Court - Regular Session**14.****Meeting Date:** 07/25/2023

TCEQ Williamson County MUD 39

Submitted By: Becky Pruitt, County Judge**Department:** County Judge**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving and ratifying the submission of written comments, information and/or recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Williamson County MUD No. 39.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Creation MUD 39

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 01:32 PM

Started On: 07/20/2023 01:29 PM



Memorial City Plaza II
820 Gessner, Suite 1570
Houston, TX 77024-4494

June 14, 2023

Mr. Dennis Mostowy
Districts Bond Team
Water Supply Division
TCEQ
Dennis.mostowy@tceq.gov

RE: Creation of Williamson County Municipal Utility District No. 39
TCEQ Internal Control No. D-03152023-025
CN: 606118545 RN: 111698791

Dear Mr. Mostowy:

Williamson County writes in response to your letter dated May 15, 2023, copy attached, regarding the submission of a petition for the creation of the above-referenced Williamson County Municipal Utility District No. 39 ("District"). The County opposes the creation of the proposed District unless certain conditions are met. The County understands that this is not a formal protest proceeding but nevertheless tenders its opinion, findings, conclusions, and any other information that would assist the TCEQ.

The County has authority over various functions – including but not limited to transportation, emergency services, and health and safety – that may be affected by the creation of the District and that the petition fails to take into account. *See, e.g.*, Tex. Local Gov't Code §§ 232.001-.011 (county authority for road construction in subdivisions as well as other subdivision regulations); Tex. Local Gov't Code § 251.003 (county order and rulemaking authority for roads); Tex. Local Gov't Code, Chapter 233, Subchapter C (fire code in unincorporated areas); Tex. Local Gov't Code, Chapter 232, Subchapter E (infrastructure planning provisions in certain urban counties); Texas Local Gov't Code, Chapter 233, Subchapter B (building and set back lines); Tex. Local Gov't Code, Chapter 233, Subchapter E (fire code in unincorporated area); Tex. Local Gov't Code, Chapter 418 (emergency management); Tex. Transp. Code § 251.016 (general control over roads, highways and bridges); Tex. Transp. Code, Chapter 254 (drainage on public roads). Thus, the County has statutory authority under state law over numerous issues contemplated by this petition and is, therefore, an affected person. 30 Tex. Admin. Code § 55.256(b).

For example, the County notes that, in paragraph VI of the petition, the District seeks traditional road powers. However, the District also states an intention to convey the road, particularly the maintenance, to the County without limitation. Considering the recent legislative changes outlined below, the County no longer accepts roads from newly created MUDs into the County's maintenance system without a corresponding obligation of the MUD to maintain the road after a specified time period.

T 281-657-2000

F 281-407-8925

www.randlelawoffice.com

Since the 2017 and 2019 legislative sessions effectively ended unilateral annexations by cities, the fiscal burden of developmental control has fallen on counties in general. Historically in Williamson County, MUD creation included agreements between the County and the neighboring municipality that would lead to annexation of that MUD by the municipality after a stated time period, thus limiting the financial exposure of the County in relation to the MUDs. Now however, despite this legislatively created increase in financial exposure to the County by limiting the ability of cities to annex MUDs, the current tax laws cap county tax rates to such a degree that the ability to address growth by counties is severely hampered. Because of these fiscal constraints, new residents of the County, such as those residing in this proposed District, should not shift the cost of development onto the current residents and the County's position and recommendation is that the proposed District help bear the continued cost of its development. This is consistent with recent efforts by the County to share costs between the County and legislatively created MUDs through the enacting legislation and/or Consent and Development Agreements.

For legislatively created MUDs, Williamson County, with the help of Senator Schwertner, has addressed this increased fiscal burden on the County by successfully negotiating Consent and Development Agreements that provide cost sharing between the County, the property developer/owner, and the MUD. The following paragraphs include standard terms in these agreements that the County argues should also apply to the TCEQ created MUDs for equity and public health and safety.

ROADS

The County has adopted a Long-Range Transportation Plan ("LRTP") which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The County request that the Owner will convey, or cause to be conveyed, by special warranty deed, in fee simple and free and clear of all liens and encumbrances, to County, at no cost to the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as Corridor Projects in the LRTP within either 30 days after the final alignment for any Corridor Project is set; or, in the case that a final alignment for any Corridor Project has not been set, prior to the approval of any preliminary plat containing any Corridor Project within or directly adjacent to the Land.

Furthermore, the Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are shown within the boundaries of the Land as arterial roadways ("Arterial(s)") in the LRTP. The County agrees that it or another governmental entity will be responsible for the design and construction of any Corridor Project and paying the cost for same. Commencing upon the tenth (10th) anniversary date from the date the County provisionally accepted a Subdivision Road, the District shall be solely responsible for any maintenance, repair or reconstruction or both of any Subdivision Road.

LAW ENFORCEMENT

Pursuant to the authority set forth in Section 49.216 of the Texas Water Code, the District and the County shall negotiate in good faith the terms of a contract pursuant to which the District shall provide funding to the County for the incremental costs incurred by the County for law enforcement services in that

portion of the Land located in the County, including the costs of additional personnel, vehicles and equipment associated with the provision of law enforcement services to the Land within the County. Funding shall include per law enforcement position cost for compensation, benefits, vehicles and equipment, as kept by the Williamson County Budget Office. Owner and District acknowledge that any such funding would be used to enhance law enforcement services in Williamson County, as well as in, on and around the Land. Furthermore, the provision of such funding will not mandate or require County to designate, allocate or assign specific law enforcement personnel, vehicles, equipment or services to areas of the Land and that any additional County law enforcement personnel, vehicles, equipment or services funded by District will be assigned countywide. Owner and District understand and agree the County shall not be required to increase its budget for additional law enforcement personnel, vehicles, equipment and services in the event the County does not receive appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to do so.

FIRE AND EMS SERVICES

Pursuant to the authority set forth in Section 49.351 of the Texas Water Code, the District and the County shall negotiate in good faith the terms of a contract to provide for fire-fighting and emergency medical services within the District including providing for necessary buildings, facilities, land, and equipment for such services. As necessary to implement any such contract, the District shall develop a plan that describes the contract, including a presentation of the financial requirements under the contract, submit such contract to the Texas Commission on Environmental Quality for approval, and conduct an election for approval of the plan and financing, all in accordance with the requirements of Section 49.351(g)-(i) of the Texas Water Code.

Owner and the County agree to negotiate in good faith the terms of one or more agreements pursuant to which the Owner shall convey, or cause to be conveyed, to the County by special warranty deed one or more sites within the Land for establishment of necessary buildings for fire and/or emergency medical services at no cost to the County. The agreement(s) will set forth terms for timing of conveyance, identification of site(s) that do not materially impair development of the Land, and may provide for funding of construction of the buildings by Owner.

ANIMAL CONTROL SERVICES

The District and the County shall negotiate in good faith the terms of a contract pursuant to which the District will provide funding for the incremental costs incurred by the Williamson County Regional Animal Shelter for providing animal control services to that portion of the Land located in the County. For future planning purposes in relation to a contract to be executed between the County and District, the Parties acknowledge the firm of Jackson & Ryan Architects prepared a Capacity Study, dated December 4, 2014 that cites that seven (7) cats and ten (10) dogs are attributed to every one-thousand (1,000) individuals, or 370 homes. As of the Effective Date of this Agreement, the average cost to provide shelter and care at the Williamson County Regional Animal Shelter is approximately \$500.00 per animal. Based on the abovementioned Capacity Study and current cost estimations and projections, for every 370 homes constructed in the Land, the District would pay to the Williamson County Regional Animal Shelter for shelter and care of cats and dogs the amount of \$185,000.00. The Parties acknowledge the Capacity Study is a 2014 study and that the average cost to provide shelter and care per animal at the

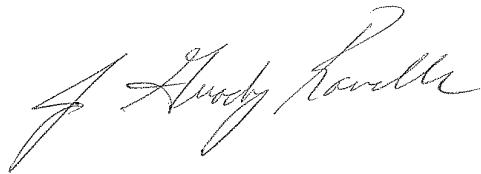
Williamson County Regional Animal Shelter is based on current day estimates and projections. Thus, the actual cost to provide shelter and care per animal at the Williamson County Regional Animal Shelter may be different than such estimates and projections; and that these amounts are only being provided for future planning purposes.

In conclusion, the County believes that all MUDs created within the County should have the same or similar provisions regardless of whether it is created by the Legislature or created by the TCEQ. Therefore, the provisions required in either the legislation or Consent and Development Agreements should also be included in a TCEQ created MUD, thus allowing all County residents, especially those living in MUDs, to be treated fairly and equally.

Failure of the proposed District to address these issues prior to its creation will force the County to protest the petition for creation.

Very truly yours,

RANDLE LAW OFFICE LTD., L.L.P.

A handwritten signature in cursive script, appearing to read "J. Grady Randle".

J. Grady Randle

Enc.

cc: Mr. Joseph Yaklin, P.E.
BGE, Inc.
101 West Louis Henna Boulevard, Suite 400
Austin, Texas 78728
JYaklin@bgeinc.com

Mr. Kevin Flahive
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701
kflahive@abaustin.com

Commissioners Court - Regular Session**15.****Meeting Date:** 07/25/2023

ARPA funding City of Thrall contract amendment

Submitted By: Jody Cook, County Auditor**Department:** County Auditor**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action to approve an amendment to a subrecipient agreement between Williamson County and the City of Thrall for Infrastructure Improvements to the water project serving the community for reimbursement under the American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved the original agreement for the City of Thrall on January 10, 2023. The project contract is being modified to reduce the linear feet from 3500 to between 1400 - 1500 linear feet. The project is being funded through the American Rescue Plan Act (ARPA) funds. The amendment does not add additional funds to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

City of Thrall Amendment

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jody Cook

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 09:11 AM

Started On: 07/19/2023 04:21 PM

**AMENDMENT TO
SUBRECIPIENT AGREEMENT
BETWEEN WILLIAMSON COUNTY
AND THE CITY OF THRALL FOR
THE ARPA PROJECT
FUNDING FROM:
THE AMERICAN RESCUE PLAN
ACT (ARPA) (A.L.N. 21.027)**

THIS AMENDMENT to Subrecipient Agreement is made and entered into by and between Williamson County, Texas (“County”) and the City of Thrall, Texas (“Subrecipient”), both being political subdivision of the State of Texas (collectively referred to as “Parties”).

RECITALS

WHEREAS, the Parties executed that certain agreement entitled Subrecipient Agreement Between Williamson County and The City of Thrall for the ARPA Project [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] (“Agreement”), which became effective as of January 10, 2023;

WHEREAS, it has become necessary to amend the Agreement due to a change in the scope of the project;

NOW, THEREFORE, premises considered, the Parties agree that the Agreement is amended as follows:

AGREEMENTS

- 1. Article I. General Overview and Water Project Definitions** of the Agreement shall be amended and supplanted, in its entirety, by the following:

The COUNTY has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, the SUBRECIPIENT’s efforts to meet the additional needs and services of the community, specifically providing critical support or public interest benefits to local residents as follows:

A construction project to install an additional 12” water line to allow for additional flow and maintaining of pressure within a current transmission line system. This project falls under expenditure category 5.11 Drinking Water: Transmission & Distribution.

Additional Scope of Services is set forth in Appendix A, which is attached hereto and incorporated as if copied in full.

Definitions for water and sewer Expenditure Categories must follow the EPA's handbooks. For "clean water" expenditure category definitions, please see:

<https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>.

For "drinking water" expenditure category definitions, please see:

<https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

The Program or Project Budget is set forth in Appendix B, which is attached hereto and incorporated as if copied in full.

2. **Appendix A** of the Agreement shall be amended and supplanted, in its entirety, by the Appendix A attached hereto, which is being incorporated herein by reference.
3. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.
4. All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be signed by their duly authorized representatives on behalf of such party, to be effective as of the date of the last party's execution hereof.

WILLIAMSON COUNTY, TEXAS

CITY OF THRALL, TEXAS

By: _____

By:  _____

Printed Name: _____

Printed Name: Troy Marx

Title: As Presiding Officer,
Williamson County
Commissioners Court

Title: Mayor

Date: _____, 20__

Date: 7-12, 2022

APPENDIX A

SCOPE OF SERVICES

SUBRECIPIENT has a wholesale potable water supply agreement with the City of Taylor, which has been in effect for over 30 years. The water is transmitted through an existing 8" water line which connects to a wholesale meter circa the intersection of Highway 79 and FM 619 and runs east to connect to the SUBRECIPIENT's existing water plant.

SUBRECIPIENT owns, operates, and maintains this water line and also serves customers along the north side of the Hwy. 79 corridor. SUBRECIPIENT has the Certificate of Convenience and Necessity (CCN) rights to serve retail water customers in this corridor.

Due to increased demand, SUBRECIPIENT has implemented a capital improvement project to install a new 12" water line parallel and adjacent to the existing 8" water line starting at the west side of SUBRECIPIENT's City Limit extending to the wholesale meter connection (the "Project").

The addition of the 12" water line will allow additional flow and maintain pressure within the transmission line system.

The scope of services for the Project to be funded under the Agreement will include the installation of approximately 1,550 linear feet of 12" water line. The 12" water line will connect to the end of the current project funded by the Texas Department of Agriculture (TDA) through the Texas Community Development Grant (TxCDBG) program. The TDA project is in design and anticipated to be completed in Calendar Year 2023. The attached Exhibit shows the approximate location of the proposed new 12" water line.

The Project falls under Expenditure Category 5.11 Drinking water: Transmission & Distribution.

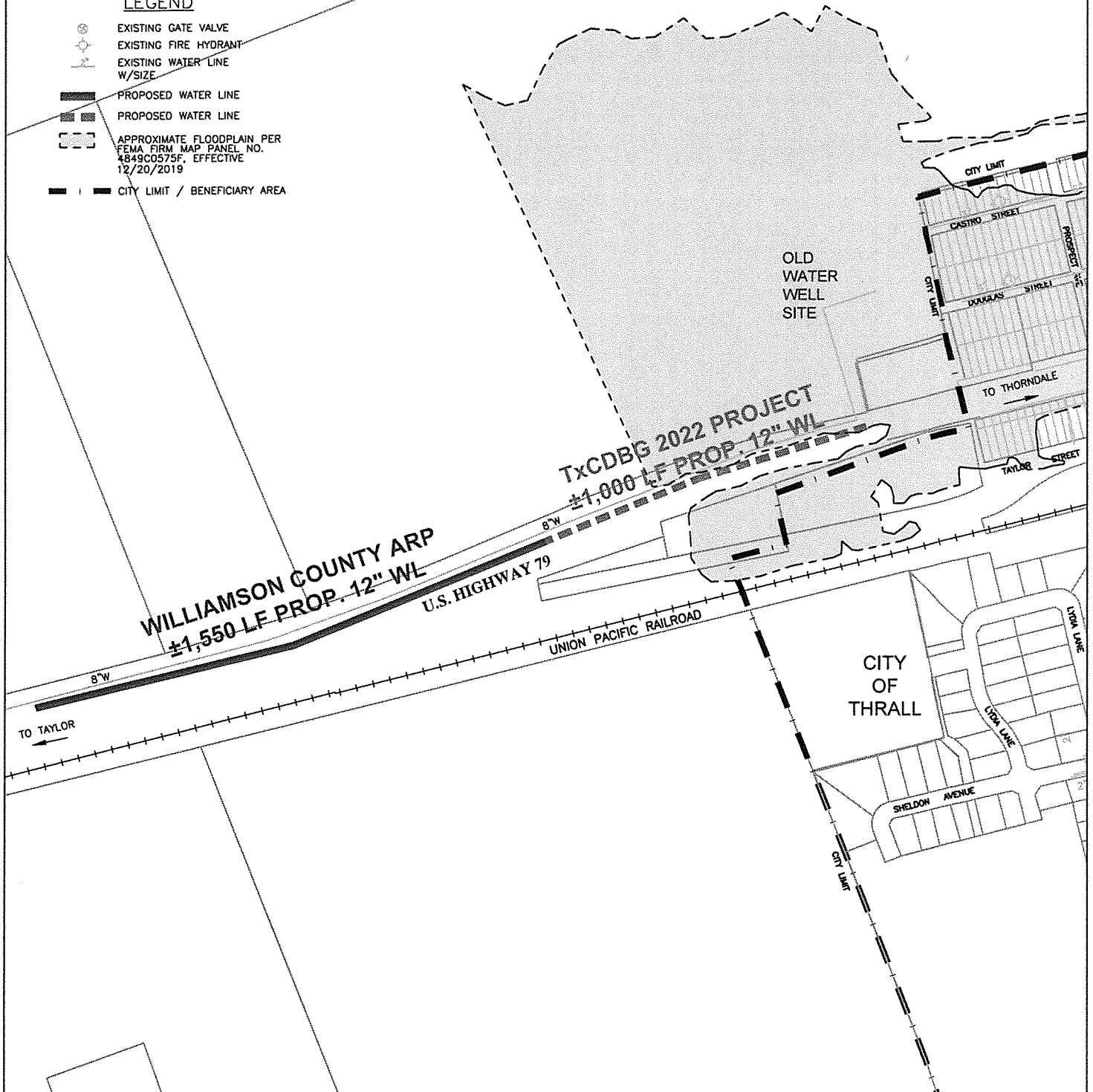
CITY OF THRALL WILLIAMSON COUNTY AMERICAN RESCUE PLAN (ARP) WATER SYSTEM IMPROVEMENTS

0 200 400



LEGEND

- EXISTING GATE VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER LINE
W/SIZE
- PROPOSED WATER LINE
- PROPOSED WATER LINE
- APPROXIMATE FLOODPLAIN PER
FEMA FIRM MAP PANEL NO.
4849C0575F, EFFECTIVE
12/20/2019
- CITY LIMIT / BENEFICIARY AREA



THE MAP IS PRESENTED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, RESPECTING THE CONTENTS OF THIS MAP, INCLUDING BUT NOT LIMITED TO THE ACCURACY, LOCATION, AND OWNERSHIP OF ANY PROPERTY. NEITHER THE CITY OF THRALL NOR HEJL, LEE & ASSOCIATES, INC., OR ITS REPRESENTATIVES SHALL BE LIABLE TO ANY PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THIS MAP.

HEJL, LEE & ASSOCIATES, INC.
ENGINEERING • SURVEYING • PLANNING
206 TAYLOR STREET
HUTTO, TX 78634
Ph: (512) 642-3292
TBPE FIRM NO. F-755, TBPLS FIRM NO. 10058500

PREPARED: 6-27-2023

FILE NO. 10999 LOCATION MAP.DWG

PROJECT NO. 10999

STT

Commissioners Court - Regular Session**16.****Meeting Date:** 07/25/2023

River Ranch Interpretive Center - Amendment No. 1 to Services Contract

Submitted For: Russell Fishbeck**Submitted By:** Russell Fishbeck, Parks**Department:** Parks**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on Contract Amendment No. 1 to Williamson County Services Contract RFP#1707-176 Interpretive Planning and Exhibits - River Ranch County Park Interpretive Center between Williamson County and MuseWorks LLC relating to repair and repacking costs associated with display exhibits (Funding Source P465).

Background

This amendment is for repair and repacking costs associated with the Interpretive Center's display exhibits while having to be stored for two years due to construction delays caused by the county's original construction contractor. The exhibit installer (MFG) had to unpack all exhibits, inspect, clean, and make some repairs resulting from length of storage. The exhibits will be installed in early September 2023. Funding source is P465.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

MuseWork - Contract Amendment No. 1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Russell Fishbeck

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 09:07 AM

Started On: 07/19/2023 11:41 AM

Contract Amendment No. 1
to
Services Contract RFP#1707-176
Interpretative Planning and Exhibits River Ranch
County Park Interpretative Center

This Contract Amendment No. 1 to Services Contract RFP#1707-176 Interpretative Planning and Exhibits River Ranch County Park Interpretative Center (“Amendment No. 1”) is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the “County”) and MuseWork, LLC (the “Service Provider”).

RECITALS

WHEREAS, the County and the Service Provider are parties to that certain Services Contract RFP#1707-176 Interpretative Planning and Exhibits River Ranch County Park Interpretative Center being dated effective October 10, 2017 (the “Contract”), wherein Service Provider agreed to perform certain services in relation to the display of exhibits in connection with County’s construction of the Williamson County River Ranch County Park Interpretative Center (“Project”);

WHEREAS, the County executed a construction contract and commenced construction on the Project in 2019;

WHEREAS, following commencement of construction on the Project, the County experienced substantial construction delays caused by the County’s original construction contractor and such delays caused Additional Services and additional costs to be incurred in relation to the services provided by Service Provider under its Contract with County;

WHEREAS, Article V. of the Contract provides, in pertinent part, that the grand total and not-to-exceed amount under the Contract shall be \$249,445.00 (the “NTE”), unless amended by a change order and approved by the Williamson County Commissioners Court;

WHEREAS, County desires to increase the NTE in order to provide compensation to Service Provider for the Additional Services and additional costs incurred due to construction delays;

WHEREAS, this Amendment No. 1 provides a description of the scope of Additional Services, and sets forth the amount of increase to the NTE to provide funding for such Additional Services; and

WHEREAS, it has become necessary to supplement, modify and amend the Contract in accordance with the provisions thereof.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Service Provider agree that the

Contract is supplemented, amended and modified as follows:

I. Scope of Additional Services

Service Provider hereby agrees to provide the following Additional Services:

Labor associated with the:

- a. Removal of exhibits from storage;
- b. Unpacking, unwrapping, cleaning and restoring of the exhibits;
- c. Checking and repairing all LED lighting and wiring of the exhibits;
- d. Making all exhibits ready for final installation at the Project.

II. Amendment to NTE

County and Service Provider agree the original NTE, as set out in Article V. of the Contract, shall be increased from \$249,445.00 to \$257,445.00 in order to compensate Service Provider for the Additional Services described herein.

Should the actual fees and costs of all services and Additional Services rendered by Service Provider be less than the above stated increased NTE amount, then Service Provider shall receive compensation for only actual fees and costs of the services and Additional Services actually rendered and incurred, which may be less than the above stated increased NTE amount.

III. Terms of Contract Control and Extent of Amendment No. 1

All Additional Services described herein, and the payment thereof will be performed in accordance with the terms and conditions of the Contract. All other terms of the Contract and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IV. IN WITNESS WHEREOF, the County and the Service Provider have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

SERVICE PROVIDER:

COUNTY:

MuseWork, LLC

Williamson County, Texas

By: Erin McClelland
Printed Name: Erin McClelland
Title: Director of Operations
Date: July 17, 2023

By: _____
Printed Name: _____
Title: _____
Date: _____, 20____

Commissioners Court - Regular Session**17.****Meeting Date:** 07/25/2023

ILAwith Williamson County and Cities Health District (WCCHD) for First Responder Influenza Vaccines

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on entering into an Interlocal Agreement (ILA) #2023251 with the Williamson County and Cities Health District (WCCHD) for First Responder Influenza Vaccines, in the amount of \$10,158.50, and authorizing the execution of the agreement.

Background

In the interest of promoting the public health and safety and supporting the County's operations, the WCCHD will provide an estimated 550 doses to the County at a cost of \$18.14 per dose to be administered by County personnel for the benefit of the following:

SO/Corrections – 300 Doses, EMS/ Emergency Services Operations Departments – 250 Doses. 550 total doses x \$18.47 for a cost of \$10,158.50. The funding source is 01.0885.0885.004996; Wellness Program. The department point of contact is Shelley Loughery.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ILA with WCCHD

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 07/20/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/19/2023 10:18 AM

07/20/2023 08:50 AM

Started On: 07/18/2023 01:57 PM

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN WILLIAMSON COUNTY AND CITIES HEALTH DISTRICT
AND WILLIAMSON COUNTY, TEXAS,
FOR FIRST RESPONDER INFLUENZA VACCINES**

RECITAL

This agreement (“Agreement”) is an interlocal cooperation agreement authorized and governed by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **Williamson County and Cities Health District** (hereinafter “Health District”), a local governmental entity in the State of Texas acting herein by and through its governing body, and **Williamson County, Texas** (hereinafter “The County”), a political subdivision of the State of Texas, also acting herein by and through its governing body. For the public purpose of promoting and ensuring public health and safety, the Parties hereby enter into this Agreement as follows:

1. Effective Date and Term

This Agreement shall be in full force and effect when signed by all parties and shall continue for a reasonable time period for the specific project and shall terminate upon project completion or when terminated pursuant to paragraph 3 below.

2. Influenza Vaccines for First Responders

In the interest of promoting the public health and safety and supporting The County’s operations, the Health District will provide an estimated 550 doses to The County at a cost of \$18.14 per dose to be administered by county personnel for the benefit of the following:

SO/Corrections – 300 Doses

EMS/Emergency Services Operations Department – 250 Doses

550 total doses x \$18.47 for a cost of \$10,158.50

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 County receives an invoice for the goods or services [in this case may be in the form of an e-mail]. Interest charges for any overdue payments shall be paid to Health District in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that

shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

It is understood and agreed that The County shall be responsible for administration of doses (The EMS Department will administer to Emergency First Responders and 911 and Sheriff's Office/Corrections Department will have the Jail Medics administer to the Corrections employees).

3. Termination

This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving seven (7) days written notice thereof prior to completion of the Agreement. In the event of termination, The County will remain liable for its pro rata share of services rendered and or goods actually received.

4. Notices

4.1. The Parties designate the following persons for receipt of notice:

If to Williamson County:

Name: Hon. Bill Gravell, Williamson County Judge

Address: 710 Main St.
Georgetown, Texas 78626

If to City of Health District:

Name: Caroline Hilbert, MD, MPH, Executive Director

Address: 355 Texas Ave.
Round Rock, Texas 78664

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

5. Miscellaneous

5.1. This is the complete agreement by and between the Parties on the subject matter of the Agreement. It supersedes any other agreement or understanding between the Parties, written or oral, and any other commitments, promises, undertakings, understandings, proposals or representations of the Parties to each other, written or oral, concerning the subject matter of this Agreement.

- 5.2. This Agreement may be modified only by a writing duly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and duly executed by each of the Parties.
- 5.3. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
- 5.4. The Parties mutually agree to act in good faith in the performance of this agreement.
- 5.5. Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- 5.6. This agreement may not be assigned.

AGREED AND APPROVED;

WILLIAMSON COUNTY

By: _____
County Judge

Date: _____

HEALTH DISTRICT

By:  _____
Authorized Representative

Date: 07-12-2023

Commissioners Court - Regular Session**18.****Meeting Date:** 07/25/2023

Approval of Purchase for Power Training from PowerDMS by Neogov for Information Systems

Submitted For: Joy Simonton**Submitted By:** Mary Watson, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Proposal #2023249 between Williamson County and PowerDMS by Neogov for the total of \$3,843.64 and authorize the execution of the Proposal.

Background

Approval of this purchase will benefit Williamson County Information System with a training solution that creates, delivers and tracks training content online, including videos and PowerPoint presentations. IT, Legal and Contract Audit have reviewed this proposal. Funding source will be 01.0100.0503.003011 as per FY23 budget. The department point of contact will be Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Redacted PowerDMS Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 07/20/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/19/2023 10:12 AM

07/20/2023 08:45 AM

Started On: 07/13/2023 01:06 PM

Contract Records

Account Number: [REDACTED]

Customer: Williamson County (TX)

Employee Count: 2,099

Sales Rep: Jonathan Morejon

Order Details

Order #: [REDACTED]

Valid Until:

Customer Contact

Billing Contact: Williamson County (TX)

Billing Address: Tammy McCulley
301 SE Inner Loop
Georgetown, TX 78626

Billing Contact Email: tmcculley@wilco.org

Billing Phone: 512-943-1455

Shipping Contact : Williamson County (TX)

Shipping Address: Tammy McCulley
508 S. Rock Street
Georgetown, TX 78626

Shipping Contact Email: tmcculley@wilco.org

Shipping Phone: 512-943-1455

Payment Terms

Payment Term: Net 30

Notes:

PO Number:

Subscription Service

Year 1

Item	Type	Start Date	End Date	Qty	Price	Total (USD)
PowerTraining	Recurring	8/1/2023	10/29/2023	2,099	\$3,843.64	\$3,843.64
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.						
Year 1 TOTAL:						\$3,843.64
Total: 						\$3,843.64

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

This Order Form Q-215666 is governed by the terms and conditions in the Software as a Service Agreement signed by the parties and dated October 5, 2021.

Accepted and Agreed By Authorized Representative of:
Williamson County (TX)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Accepted and Agreed By Authorized Representative of:
NEOGOV

Signature: _____

Printed Name: Michael Burns

Title: Accounting Director

Date: 7/14/23

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.**



Commissioners Court - Regular Session**19.****Meeting Date:** 07/25/2023

Award of RFSQ #21RFSQ2 for Justice Center North Roof Replacement to Reliance Architecture LLC for Facilities Management

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding RFSQ #21RFSQ2 providing continuing design and engineering services for the Justice Center North Roof Replacement to Reliance Architecture LLC in the amount of \$18,800.00 and authorize the execution of the agreement. Funding Source is P615.

Background

The Consultant is recommended for award through RFQ #21RFSQ2. This firm is being recommended for this particular project as Reliance Architecture LLC started the design work prior to this award and this is a continuation of service to complete the project. The Funding Source is P615;2;2023 CIP and the point of contact is Trenton Jacobs.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Professional Services Contract

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 07/20/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/19/2023 11:17 AM

07/20/2023 09:05 AM

Started On: 07/18/2023 01:57 PM



AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: Williamson County Justice Center North Roof Replacement ("Project")

**ARCHITECT/
ENGINEER:**

Reliance Architecture, LLC ("A/E")
Antonio Naylor AIA, ALEP, Principal Architect
12 Chisholm Trail Road, Suite 200
Round Rock, Texas 78681

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AGREEMENT FOR DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional architects and engineers; and

WHEREAS, County intends to **replace the roofing on the north Justice Center;** and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1 SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.

County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1

2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469), including latest revisions

2.3.2

Americans with Disabilities Act (ADA)

2.3.3

Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4

Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3

NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4

CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, A/E shall perform professional design and engineering services for the Project, which are acceptable to County, based on standard architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2

A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

4.2.1

The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3

The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5 TIME FOR PERFORMANCE

5.1 Commencement.

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6 COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Eighteen Thousand, Eight Hundred Dollars (\$ 18,800)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B – Fee Schedule**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed

to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Two Hundred Dollars (\$ 200)**.

ARTICLE 7 ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E's negligent errors or omissions. In the event of any dispute over the classification of A/E's services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8 TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of

performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A.**

ARTICLE 9 PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

**Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626**

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

**Reliance Architecture, LLC
Antonio Naylor AIA, ALEP, Principal Architect
12 Chisholm Trail Road, Suite 200
Round Rock, Texas 78681**

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10 NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Facilities Department
Attn: Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Reliance Architecture, LLC
12 Chisholm Trail Road, Suite 200
Round Rock, Texas 78681

Attention: Antonio Naylor AIA, ALEP
Principal Architect

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11 PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested

by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1

Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2

Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13 REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. Should this process need to be repeated due to lack of quality assurance coordination between the components of A/E Work Product, County shall deduct **One Thousand Dollars (\$ 1,000)** from the A/E 's Basic Fee for each occurrence until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14 SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16 TERMINATION

This Agreement may be terminated as set forth below.

16.1

By mutual agreement and consent, in writing, of both parties.

16.2

By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3

By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4

By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5

By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are

usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17 USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to

reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18

PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19 SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20 MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22 INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING, WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE

CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23 PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24 PROFESSIONAL'S SEAL

The responsible architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25 INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

25.1.3

Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000 per occurrence and \$1,000,000 in the aggregate.

25.1.4

Professional Liability Errors and Omissions Insurance in the amount of \$ 1,000,000 per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.5 Insurance Company Rating.

Required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other**

notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

**Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626**

25.10.1

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27 SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28 PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29 A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to

be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30 GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or

over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or

alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix this Agreement.

30.14 Appropriation of Funds by County.

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

ARTICLE 31 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding

mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32 EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33 MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34 PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35 A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36 SIGNATORY WARRANTY

The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, or presiding officer of the Williamson County Commissioners Court in the absence of the County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:

Reliance Architecture, LLC

By: _____
Signature

Antonio Naylor

Printed Name

President and Principal Architect

Title

Date Signed: 7/17/2023

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard architectural and engineering practices:

These services may include, but are not limited to as-built drawings, programming, architectural, structural, civil, mechanical, plumbing, electrical, hazardous materials, IT and security, landscape and irrigation, cost estimates and construction administration, master planning, facility condition assessment, forensic investigations, real estate evaluations, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, and Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

A/E shall notify County and coordinate with adjacent A/Es on all controls at project interfaces.

A/E shall prepare each exhibit necessary for approval by each utility, and other governmental or regulatory agency in compliance with the applicable format and guidelines required by each entity and as approved by County. A/E shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per **Exhibit C – Production Schedule**. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for quality assurance as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner

that is suitable for the bidding and awarding of a construction contract.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

<https://www.wilco.org/Departments/Facilities-Management/Documents>

SCOPE OF WORK:

Williamson County Justice Center Courthouse Annex (CJC)
405 Martin Luther King Jr. St.
Georgetown, TX 78626
North Section of Building
P615

Reroof Flat Roof on North Section of Building

Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in **Exhibit C – Production Schedule**. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - SCHEMATIC DESIGN - 30% Program, Plans, Outline Specifications and Estimate

COMPLETE

Phase II - DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

COMPLETE

Phase III - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

COMPLETE

Phase IV – REGULATORY REVIEW AND PERMITS - Plans, Specifications, and Permits:

N/A

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following:

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.
- C. Conduct and oversee pre-construction meeting.
- D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.
- E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit copies of each shop drawing and submittal of materials and equipment to County.
- F. Conduct and oversee bi-weekly progress meetings.
- G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.

- I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.
- J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.
- K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.
- L. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B
FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

\$ 18,880	100%
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33%	Reliance Architecture, LLC	\$ 6,280
67%	Jim Whitten Roofing Consultants	\$ 12,600

Phase I - SCHEMATIC DESIGN	COMPLETE
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Phase II - DESIGN DEVELOPMENT	COMPLETE
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Phase III - CONSTRUCTION DOCUMENTS	COMPELTE
---	-----------------

Phase IV - REGULATORY REVIEW AND PERMITS	N/A
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Phase V - BIDDING, AWARD, AND EXECUTION	\$ 4,180	22%
Reliance Architecture, LLC	\$ 2,080	
Jim Whitten Roofing Consultants	\$ 2,100	

Phase VI - CONSTRUCTION ADMINISTRATION	\$ 14,700	78%
Reliance Architecture, LLC	\$ 4,200	
Jim Whitten Roofing Consultants	\$ 10,500	

Phase VII - PROJECT CLOSE-OUT	\$ -	0%
Reliance Architecture, LLC	\$ -	
Jim Whitten Roofing Consultants	\$ -	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **One Hundred Forty (140) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	07/25/23
Phase I - SCHEMATIC DESIGN	COMPLETE
Phase II - DESIGN DEVELOPMENT	COMPLETE
Phase III - CONSTRUCTION DOCUMENTS	COMPLETE
Phase IV - REGULATORY REVIEW AND PERMITS	N/A
Phase V - BIDDING, AWARD, AND EXECUTION	
County advertises project for Bid	08/15/23
Contract Award	09/19/23
Phase VI - CONSTRUCTION ADMINISTRATION*	
Contractor Notice to Proceed	09/26/23
Construction Substantial Completion	10/26/23
Phase VII - PROJECT CLOSE-OUT	
Record Documents deliverables	11/09/23

All services shall be complete on, or before:

12/12/23

EXHIBIT D

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

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

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

1. Invoices and Affidavits

- 1.1** Invoices must adequately describe the goods or services provided to the 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 the 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 the 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 the 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 the 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 the 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** The 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 the 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** The 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 the County as back up for the request for reimbursement.

- 6.6** Insurance purchased when renting vehicle may also be reimbursed.
- 6.7** Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1** Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2** Per code of **Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d)**, all expense reimbursement requests must include the following:
 - 7.2.1 Date
 - 7.2.2 Destination
 - 7.2.3 Purpose
 - 7.2.4 Name of traveler(s)
 - 7.2.5 Correspondence that verifies business purpose of the expense
- 7.3** The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4** Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5** Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6** Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7** Mileage 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 the 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.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;
 - d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and
 - e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

EXHIBIT F
CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/15/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Reata Insurance Group, Inc P.O. Box 340400 Lakeway TX 78734	CONTACT NAME: Chase Pennington PHONE (A/C, No, Ext): (512) 420-9333 FAX (A/C, No): (512) 420-9301 E-MAIL ADDRESS: chase@reatatx.com
INSURED Reliance Architecture LLC Central Texas Estates LLC 12 Chisholm Trail Rd Round Rock TX 78681	INSURER(S) AFFORDING COVERAGE INSURER A: Twin City Fire Insurance Company INSURER B: Hartford Casualty Insurance Company INSURER C: Hartford Accident and Indemnity Company INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 2023-24**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PRIMARY/NON-CONTRIBUTORY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			65SBAIO6701	06/05/2023	06/05/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices \$ 10,000
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			65UECIA6845	06/05/2023	06/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			65SBAIO6701	06/05/2023	06/05/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	655WECAC4PZ6	01/07/2023	01/07/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Building Contents			65SBAIO6701	06/05/2023	06/05/2024	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The GL & Auto policy includes a blanket automatic additional insured endorsement that provides additional insured status to any person or organization only when there is a written contract between the named insured and the person or organization that requires such status and the GL, Auto & WC policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the person or organization that requires it. The GL policy contains a special endorsement with "Primary and Noncontributory" wording.

CERTIFICATE HOLDER**CANCELLATION**

INSUREDS COPY FOR REFERENCE

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Commissioners Court - Regular Session**20.****Meeting Date:** 07/25/2023

Juvenile Justice Center Addition (P578) – BLGY PSA2-SA1-A1

Submitted For: Dale Butler**Submitted By:** Wendy Danzo, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on Contract Amendment 1 to the Supplement Agreement 1 to the Contract for Engineering Services between Williamson County and BLGY, Inc., dated April 11, 2023, relating to the Juvenile Justice Center Addition, Project (P578)

Background

This amendment adjusts the allocation of fees per phase for the civil engineering subconsultant. There is no fee increase to the project. Point of contact is Angel Gomez, Senior Project Manager for Facilities Management. Funding source is P578.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

BLGY PSA2-SA1-A1

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 07/20/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

07/19/2023 09:48 AM

07/20/2023 08:44 AM

Started On: 07/13/2023 10:02 AM



**AMENDMENT NO. 1
TO
SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES**

PROJECT: **Juvenile Justice Center Addition** ("Project")

**ARCHITECT/
ENGINEER:**

BLGY, Inc. ("A/E")
Brody Harris, Project Manager
2204 Forbes Dr; Suite 101
Austin, TX 78754

**COUNTY'S DESIGNATED
REPRESENTATIVE:**

Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

THIS AMENDMENT NO. 1 to Supplemental Agreement No. 1 to Agreement for Design and Engineering Services ("Amendment No. 1") is by and between **Williamson County, Texas, a political subdivision of the State of Texas ("County") and A/E.**

R E C I T A L S

WHEREAS, County and A/E previously executed that certain Supplemental Agreement No. 1 to Agreement for Design and Engineering Services ("Supplemental Agreement No. 1") being dated effective April 11, 2023, wherein A/E agreed to perform certain additional professional design and engineering services in connection with the Project;

WHEREAS, County and A/E previously executed that certain Agreement for Design and Engineering Services ("Agreement") being dated effective April 5, 2022, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **the allocation of fees per phase for the structural engineering subconsultant in Attachment B** of the Supplemental Agreement; and,

WHEREAS, it has become necessary to supplement, modify and amend the Supplemental Agreement in accordance with the provisions of the Agreement.

NOW, THEREFORE, premises considered, County and A/E agree that the Supplemental Agreement is supplemented, modified and amended as follows:

I. Attachment B – Fee Schedule shall be amended and supplanted in its entirety by the attached Attachment B.

II. Terms of Agreement Control and Extent of Amendment No. 1

All other terms of the Agreement and any prior amendments thereto which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

A/E:
BLGY, Inc.

By: _____
Signature



Brody Harris
Printed Name

Senior Project Manager
Title

Date Signed: 7/13/2023

COUNTY:
Williamson County, Texas

By: _____

Printed Name

Title

Date Signed: _____

ATTACHMENT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Additional Fee:

\$ 6,306,300 100%

46%	BLGY Architecture	\$ 2,902,500
20%	TreanorHL (Advising Architect)	\$ 1,285,000
2%	Sunland Group (Civil)	\$ 154,700
8%	Datum Engineering (Structural)	\$ 520,000
16%	HCE (MEP)	\$ 1,038,000
1%	True North (Technology)	\$ 55,900
2%	LattaTech (Security)	\$ 156,000
2%	Engineered Exteriors (Envelope)	\$ 150,500
0%	BAI (Acoustics)	\$ 12,900
0%	Covey (Landscape)	\$ 30,800

Phase I - SCHEMATIC DESIGN

COMPLETE

Phase II - DESIGN DEVELOPMENT for Areas A, B, C, D

\$ 1,888,710 30%

BLGY Architecture	\$ 748,500
TreanorHL (Advising Architect)	\$ 600,000
Sunland Group (Civil)	\$ 56,350
Datum Engineering (Structural)	\$ 156,000
HCE (MEP)	\$ 212,500
True North (Technology)	\$ 14,920
LattaTech (Security)	\$ 48,400
Engineered Exteriors (Envelope)	\$ 37,630
BAI (Acoustics)	\$ 4,060
Covey (Landscape)	\$ 10,350

Phase III - CONSTRUCTION DOCUMENTS for Areas A, B, C, D		\$ 2,964,400	47%
BLGY Architecture	\$	1,337,500	
TreanorHL (Advising Architect)	\$	550,000	
Sunland Group (Civil)	\$	56,350	
Datum Engineering (Structural)	\$	218,400	
HCE (MEP)	\$	637,500	
True North (Technology)	\$	22,380	
LattaTech (Security)	\$	67,800	
Engineered Exteriors (Envelope)	\$	52,680	
BAI (Acoustics)	\$	6,090	
Covey (Landscape)	\$	15,700	
Phase IV - REGULATORY REVIEW & PERMITS for Areas A, B, D		\$ 126,110	2%
BLGY Architecture	\$	50,000	
TreanorHL (Advising Architect)	\$	5,000	
Sunland Group (Civil)	\$	11,850	
Datum Engineering (Structural)	\$	15,600	
HCE (MEP)	\$	37,600	
True North (Technology)	\$	1,860	
LattaTech (Security)	\$	1,800	
Engineered Exteriors (Envelope)	\$	1,500	
BAI (Acoustics)	\$	275	
Covey (Landscape)	\$	625	

Phase V - BIDDING, AWARD, & EXECUTION for Areas A, B, D	\$ 143,810	2%
BLGY Architecture	\$ 50,000	
TreanorHL (Advising Architect)	\$ 5,000	
Sunland Group (Civil)	\$ 11,850	
Datum Engineering (Structural)	\$ 26,000	
HCE (MEP)	\$ 37,600	
True North (Technology)	\$ 1,860	
LattaTech (Security)	\$ 7,600	
Engineered Exteriors (Envelope)	\$ 3,000	
BAI (Acoustics)	\$ 275	
Covey (Landscape)	\$ 625	

Phase VI - CONSTRUCTION ADMIN. for Areas A, B, D	\$ 950,930	15%
BLGY Architecture	\$ 573,200	
TreanorHL (Advising Architect)	\$ 100,000	
Sunland Group (Civil)	\$ 14,640	
Datum Engineering (Structural)	\$ 78,000	
HCE (MEP)	\$ 94,000	
True North (Technology)	\$ 11,160	
LattaTech (Security)	\$ 22,800	
Engineered Exteriors (Envelope)	\$ 52,680	
BAI (Acoustics)	\$ 1,650	
Covey (Landscape)	\$ 2,800	

Phase VII - PROJECT CLOSE-OUT for Areas A, B, D	\$ 232,340	4%
BLGY Architecture	\$ 143,300	
TreanorHL (Advising Architect)	\$ 25,000	
Sunland Group (Civil)	\$ 3,660	
Datum Engineering (Structural)	\$ 26,000	
HCE (MEP)	\$ 18,800	
True North (Technology)	\$ 3,720	
LattaTech (Security)	\$ 7,600	
Engineered Exteriors (Envelope)	\$ 3,010	
BAI (Acoustics)	\$ 550	
Covey (Landscape)	\$ 700	

Commissioners Court - Regular Session**21.****Meeting Date:** 07/25/2023

Expo Improvements (P562) – Chasco Change Order 7

Submitted For: Dale Butler**Submitted By:** Wendy Danzo, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting a report from Chasco Constructors, Change Order No. 7 for the Williamson County Expo Improvements project (P562) for a time only change of 120 days toward substantial completion. Funding Source is P562.

Background

This change order is for materials delay for electrical upgrades. This is a \$0, time only change increasing substantial completion by 120 days for a September 6, 2023, completion date. Department point of contact is -Angel Gomez, Sr. Project Manager for Facilities Management. On March 22, 2022, the Williamson County Commissioners Court approved Williamson County Architect, Trenton Jacobs, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project will be P562.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Chasco CO7

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 07/20/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

07/18/2023 10:35 AM

07/20/2023 08:47 AM

Started On: 07/18/2023 10:29 AM



CHANGE ORDER 007

FOR PROJECT: P562 EXPO GMP 2

CHANGE ORDER NO: 007 GMP 2
DATE OF ISSUANCE: May 9, 2023
Contractor: CHASCO Contractors
Project Architect: Parkhill, Smith and Cooper
Project Architect: Charles Shaw

NTP Date: 6/8/2021

EXPLANATION:

1. Materials needed to complete Change Order 6, Electrical Upgrades were delayed more than 120 days.
 - a. No additional cost associated with Management Fees

CONTRACT CHANGE:

1. Add additional 120 Calendar Days.

Original contract amount	\$ 2,009,747.00
Net change by previously submitted Change Orders	\$ 175,733.00
Contract sum prior to this Change Order was	\$ 2,185,480.00
Contract Sum be decreased/ by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 2,185,480.00
The Contract Time will be changed by	120 Calendar Days
The date of Substantial Completion as of the date of this Change Order	September, 6, 2023

RECOMMENDED BY:

BILL BAMBRICK
Contractor's Printed Name

[Signature]
Contractor's Signature

7-6-23
Date

ACCEPTED BY:

Jesus Angel Gomez, SPM
Owner's Representative

[Signature]
Owner's Representative Signature

7/6/23
Date

Trenton H. Jacobs, AIA
County Architect Name

[Signature]
County Architect's Signature

7/7/23
Date

Commissioners Court - Regular Session**22.****Meeting Date:** 07/25/2023

Old DPS Remodel (445P/445A Old DPS Reno/12)– SSCI Change Order 1

Submitted For: Dale Butler**Submitted By:** Wendy Danzo, Facilities Management**Department:** Facilities Management**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on accepting a report from SSCi, Change Order No. 1 for the Williamson County Old DPS Renovation project for \$1,352. Funding Source is 445P/445A Old DPS Renovation/12.

Background

This change order is for asbestos consulting at the Game Warden Building which falls under the Old DPS Renovation. Department point of contact is Thomas Crockett, Project Manager for Facilities Management. On March 6, 2018, the Williamson County Commissioners Court approved Williamson County Facilities Director, Dale Butler, with authority to approve change orders under Local Government Code Sec. 262.031, in relation to Williamson County construction and facilities projects. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project is 445P/445A Old DPS Renovation/12.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

SSCi_CO1

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 07/20/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

07/19/2023 09:48 AM

07/20/2023 09:03 AM

Started On: 07/19/2023 09:36 AM

June 29, 2023

Williamson County Facilities Maintenance Division
3101 SE Inner Loop
Georgetown, Texas 78626

ATTN: Mr. Tommy Crockett, Project Manager
Phone: (512) 943-1611
E-mail: Thomas.crockett@wilco.org

RE: Change Order Request No. 1
Asbestos Consulting Services
Game Warden Building
516 Pine Street
Georgetown, Texas 78626
SSCI Project No.: 57013

**TIPS Contract 200601
Texas HUB 176012206900**

Mr. Crockett:

Separation Systems Consultants, Inc. (SSCI) respectfully submits this change order request to provide Asbestos Consulting Services prior to the renovation of the structure known as the Game Warden Building located at 516 Pine Street in Georgetown, Williamson County, Texas 78628 (Site). It is SSCI's understanding that the abatement activities to be performed will consist of removal of approximately 350 square feet of floor tile mastic. The mastic is reported to be remaining from previously abatement 9"x9" asbestos containing floor tile. The mastic is assumed to be asbestos containing materials (ACM). It is SSCI's understanding from communication with the abatement contractor, Bad Company, that the work will be performed inside a negative pressure enclosure, which requires project design and notification under the Texas Asbestos Health Project Rules (TAHPR). The work will be performed under the existing Williamson County Services Contract with SSCI dated May 2, 2023. This proposal is being provided at the request of Williamson County (the Client) received on June 29, 2023.

SSCI's proposed services are provided below.

Asbestos Consulting

SSCI will update the previously provided Asbestos Abatement Project Design, dated June 22, 2023. The Project Design will be updated to include the Game Warden Building and abatement of 350 square feet of floor tile mastic. The updated Project Design will be provided to the Client and the on-site Asbestos Project Manager/Air-Monitoring Technician (PM/AMT) to be maintained during the duration of the abatement activities.

Change Order Request
 Asbestos Consulting Services
 Game Warden Building
 516 Pine Street
 Georgetown, Texas 78626
 SSCI Project No.: 57013
 June 29, 2023

SSCI will provide the PM/AMT for contractor management and to ensure safe working procedures are being implemented. The PM/AMT will be present each workday to inspect the workspace, monitor air conditions, collect air samples for phase-contrast microscopy (PCM) analysis, and provide clearance of the workspace. Approximately eight (8) air samples will be collected daily to monitor ambient air during the abatement project.

The final air clearance will be performed at the end of the abatement activities once visual clearance has been achieved. Upon receipt of the final air clearance results, the containment will be removed, and demolition activities may commence. Closeout documentation for the Game Warden Building will be included closeout report for the Old DPS building.

Cost

SSCI will provide the services outlined within this proposal for a fixed fee of \$1,352.00. SSCI will invoice on a monthly basis. SSCI's invoices are payable upon receipt. A breakdown of the costs is provided in the following table:

Change Order Request: Asbestos Survey and Consulting Services

**Game Warden Building
 516 Pine Street
 Georgetown, Texas 78626
 SSCI Project No.: 57013**

Description, Line Item	Quantity	Rate*	Units	Amount
Asbestos Consulting - Abatement Specifications/Project Design				
Licensed Asbestos Consultant	1.5	\$124.00	Hour	\$186.00
Senior Project Manager	0.5	\$118.00	Hour	\$59.00
Clerical	1	\$43.00	Hour	\$43.00
Sub Total				\$288.00
Asbestos Consulting - Oversight and Monitoring**				
Senior Project Manager	1	\$118.00	Hour	\$118.00
Licensed PM/AMT	8	\$85.00	Hour	\$680.00
PCM Analysis	8	\$12.00	Each	\$96.00
Miscellaneous Field Supplies & PPE	1	\$85.00	Day	\$85.00
Truck, Pickup	1	\$85.00	Day	\$85.00
Sub Total				\$1,064.00
TOTAL - Asbestos Consulting Services				\$1,352.00

* Rate Category corresponds to the line item provided in the SSCI Discounted Rates Table provided under TIPS Contract 200601.

** The proposed budget assumes 1 day of oversight and monitoring; additional days will be invoiced at the unit rates provided.

Assumptions and Exclusions

SSCI's scope of services and fee structure is based on the following assumptions:

- Right-of-entry will be provided by the client.
- Field activities for the asbestos oversight and monitoring will be completed over the course of one (1) day for the Game Warden Building. More than one (1) day may result in additional fees.
- This proposal does not include costs for demolition of the structure.
- The scope of services includes one (1) mobilization for oversight and monitoring of abatement activities. Additional mobilizations will be provided for an additional fee.
- Oversight and monitoring activities will be provided for a standard work week, Monday – Friday. Weekend, holiday, or overtime rates will apply.
- Asbestos Air Monitoring will be invoiced at a daily rate based on an eight (8) hour workday. Additional hours and samples will be invoiced according to the rates provided.
- Additional fees will be incurred if multiple containments are being monitored simultaneously.
- Notification fees will be invoiced by TDSHS directly to the Client. SSCI's scope of services excluded payment of these fees.
- SSCI assumes the 10-day notification will be filed by the abatement contractor or demolition contractor.

SSCI will issue a change order if the assessment of additional fees is required. SSCI will not proceed with services not outlined within this proposal without written authorization from the client.

SSCI appreciates the opportunity to provide this proposal. To authorize the scope of work, please sign the authorization block below and return via facsimile at (281) 486-7415 or by e-mail at jdrake@sscienvironmental.com. Should you have any questions or comments, please contact me at (281) 486-1943.

Sincerely,



Jo Drake
Director of Compliance and Permitting

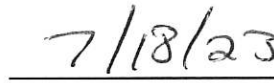
Change Order Request
Asbestos Consulting Services
Game Warden Building
516 Pine Street
Georgetown, Texas 78626
SSCI Project No.: 57013
June 29, 2023

SSCI's proposal is valid for sixty (60) days from the date of issuance.

Accepted in accordance with the terms and conditions of this proposal 57013 Change Order 1:



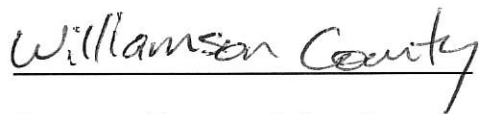
Authorized Signature



Date



Printed Name



Company (Representative of)

Commissioners Court - Regular Session**23.****Meeting Date:** 07/25/2023

Formally Close RFSQ #23RFSQ3 Engineering Services for FM 973 Corridor Planning from 1660 to US 79 for Road and Bridge and 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 formally closing the solicitation for RFSQ #23RFSQ3 Engineering Services for FM 973 from 1660 to US 79 (Carlos G Parker Blvd).

Background

Williamson County was notified on Friday, July 14, 2023, that TxDOT would be performing planning and environmental studies for FM 973 therefor, staff is requesting that the Commissioners Court formally close this solicitation without award. The twelve (12) submitting firms have been contacted, notifying them that the procurement will be conducted by the state agency. The funding Source is Long Range Transportation Plan. The point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 07/20/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/19/2023 11:21 AM

07/20/2023 08:59 AM

Started On: 07/18/2023 02:24 PM

Commissioners Court - Regular Session**24.****Meeting Date:** 07/25/2023

Authorize Issuing IFB #23IFB98 South San Gabriel Ranches Subdivision Road and Drainage Improvements for Road and Bridge Department

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for San Gabriel Ranches Subdivision Road and Drainage Improvements, under IFB #23IFB98. Funding Source is P489.

Background

Williamson County is seeking qualified contractors to provide materials, experienced water line relocations crews, roadway reconstruction crews and equipment to reconstruct the roadways in the South San Gabriel Ranches Subdivision. The budgeted amount is \$2,461,813.00. The Funding Source is P489,3,URS, Construction Cost. Department point of contact is Kon Kwon.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 07/20/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/19/2023 11:00 AM

07/20/2023 09:04 AM

Started On: 07/18/2023 01:57 PM

Commissioners Court - Regular Session**25.****Meeting Date:** 07/25/2023

Doucet & Associates 1903-303 WA1 SA2 Smith Branch Flood Control

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Supplemental Work Authorization No 2 to Work Authorization No 1 under Williamson County Contract between Doucet & Associates and Williamson County dated July 16, 2019 for Smith Branch Flood Control Near Juvenile Justice Center. This supplemental is to extend the expiration date to December 31, 2024. Funding source: P519.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Doucet & Associates 1903-303 WA1 SA2 Smith Branch Flood Control

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 07/20/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

07/18/2023 03:02 PM

07/20/2023 08:49 AM

Started On: 07/18/2023 01:13 PM

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

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Smith Branch Flood Control Near Juvenile Justice Center

This Supplemental Work Authorization No. 2 to Work Authorization No. 1 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July 16, 2019** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Doucet & Associates** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 1 dated effective **July 23, 2019** (the "Work Authorization");

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

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

AGREEMENT

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

- I. The above referenced Work Authorization termination date shall be modified to **December 31, 2024**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM:

By: _____

Signature

John Doucet

Printed Name

Vice President

Title

7/18/23

Date

COUNTY:

By: _____

Signature

Bill Gravell, Jr.

Printed Name

County Judge

Title

Date

Attachment C - Work Schedule

Doucet & Associates will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session**26.****Meeting Date:** 07/25/2023

Fugro 2579 WA3 CR 255

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Work Authorization No 3 in the amount of \$56,086.02 to expire January 31, 2024 under Williamson County Contract for Engineering Services between Fugro USA Land, Inc. and Williamson County dated May 5, 2020 for CR 255. Funding source: P546.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Fugro 2579 WA3 CR 255

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 07/20/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

07/20/2023 08:57 AM

07/20/2023 10:43 AM

Started On: 07/19/2023 10:57 AM

WORK AUTHORIZATION NO. 03

**WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
CR 255 Project**

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated May 5, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Fugro USA Land, Inc.** (the "Engineer").

Part 1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$ 56,086.02.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on January 31, 2024. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

ENGINEER:

Fugro USA Land, Inc.

COUNTY:

Williamson County, Texas

By: 

Signature & Date

Osman A. El Menchawi, PhD, PE
Printed Name

Vice President
Title

By: _____
Signature

Printed Name

Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

Attachment A

Services to be Provided by the County For CR 255 Project

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's Project Manager.
2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
3. Obtain Rights of Entry from landowners.
4. Provide available appropriate County data on file including plans and specifications that are deemed pertinent to the completion of the work required by the scope of services.
5. Provide available criteria and full information as to the Client's requirements for the project. Provide examples of acceptable format for the required deliverables.
6. Provide information on any meetings/discussions held with adjoining property owners that may impact the project.
7. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.
8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.
9. Assist with coordination between the Engineer and the County's other consultants.
10. Provide existing and proposed ROW and easement documents for proposed facilities.
11. Provide an agent as necessary to secure proposed ROW.

Attachment B

Services to be Provided by Engineer For CR 255 Project

PROJECT DESCRIPTION

Project Limits

CR 255; from CR 254 to Ronald Reagan Blvd. for approximately 2.9 miles & about 800 feet along Ronald Reagan Blvd., east of its intersection with CR 255.

Proposed Facility

Reconstruction of an existing 2-lane roadway into part of a proposed ultimate 6-lane roadway with median within the project limits mentioned above as shown on the attached five (5) sheets titled "CR 255 (CR 254 to Ronald Reagan Blvd.) ROW Acquisition Status, Data Date: 10/10/2022". (see Attachment B-1).

GEOTECHNICAL SERVICES

Scope of Work

The proposed scope of work consists of the following tasks:

Task 1 - Geotechnical Exploration

Task 2 - Laboratory Testing

Task 3 – Engineering & Reporting

Discussed below in brief is the scope of services for each task.

Task 1 - Geotechnical Exploration

- Perform geotechnical exploration borings within the proposed project right-of-way as indicated in Attachment B-1. As provided by the Client, the field exploration program will include borings outside the existing pavement structure but within the right-of-way at approximately 1,200-ft intervals. The table below summarizes the boring program based on depths and boring intervals as specified by the Client.

Proposed Boring Plan – CR 255 Project

Structure	No. of Borings*	Proposed Boring Depth (ft.) **	Total Drilling Footage
Pavement	15	14	210
* Additional borings may be needed based on project variability identified during field and/or laboratory testing. **From the existing grade at the boring locations; assuming the proposed pavement profile will mostly be at-grade.			

- The boring locations indicated on Attachment B-1 are subject to change based on access to parcels or the right of entry. HNTB will confirm access before mobilization of drilling equipment.

- Borings will be strategically placed within the area with a right-of-entry permit to avoid using traffic control or vegetation clearing during field geotechnical exploration.
- Perform geotechnical soil exploration at the proposed boring locations (outside the existing pavement structure) along the project alignment following the requested boring layout discussed with and approved by the Client and following general procedures by Williamson County and TxDOT.
- Collect additional bulk soil samples from within the upper 2 feet at select locations for performing lime series testing in the laboratory.

Task 2 - Laboratory Testing

- Perform laboratory tests on soil samples recovered from the borings. As requested, the geotechnical laboratory testing will include performing moisture content tests, Atterberg limit tests, particle size analysis tests, free swell, soluble sulfate content tests, and lime series analyses. All laboratory testing will be performed in general accordance with applicable TxDOT, ASTM, or AASHTO Standards.

Task 3 –Engineering and Reporting

- Provide ground improvement recommendations based on the field testing, laboratory testing, and analysis following the Williamson County Design Criteria Manual for the below-requested items:
 - Evaluation of sulfate content and soil swell potential.
 - Subgrade improvement based on TxDOT Potential Vertical Rise analysis (Tex-124-E).
 - Recommended percent lime for subgrade improvement.

Pavement design is not included in this scope of work.

- Provide a Geotechnical Report for the project evaluated by a professional engineer licensed in the State of Texas. As requested by the Client, the following items will be included in the report: project overview, the scope of work, geology along the project alignment, boring logs (TxDOT Wincore format), field and laboratory test results, description of surface and subsurface conditions, groundwater conditions encountered during the exploration, and subgrade preparation recommendations based on PVR calculations, swell potential evaluations, determination of soluble sulfate content in the soil, and percent lime for subgrade treatment. It is understood that the pavement will be designed by others and Fugro is requested to provide recommendations only for subgrade preparation.

Deliverables:

- Preliminary and Final Geotechnical Report

Path: Z:\70391_Wilco2019RoadBondGEC\TechProd\GIS\Priority Parcels\Wilco Priority Parcels.aprx

ATTACHMENT B-1

R624003
JANNER, DUSTIN
E & DANA M

R620631
DOOLEY, TERRY MONT
& LAURA JEANETTE

R099944
TINGLE,
SASHA M

R010317
WIGGINS, KERRY
L & CASSANDRA G

R010293
BELL, KENNETH
M & CARRIE

Parcel 01

Parcel 01A

Parcel 03 PT1

Parcel 04

Parcel 05 PT1

R327451
TOMJACK,
MICHAEL JAMES

R501184
TOMJACK, MICHAEL
& FLORENCE

R010322
TOMJACK, MICHAEL
& FLORENCE

Parcel 05 PT3

Parcel 05 PT2

CR 255

Parcel 02
ROE

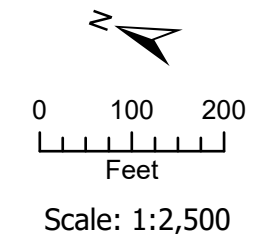
R408127
KAUFMAN, FRED
R & ALICE L

R010303
SUNNY SPRING
RANCH LLC

- EXISTING ROW SURVEYED
- PROPOSED EASEMENT
- PROPOSED ROW
- ROW Acquisition
- Parcels

CR 255 (CR 254 to Ronald Reagan Blvd.) ROW Acquisition Status

Date Exported: 10/11/2022
Data Date: 10/10/2022



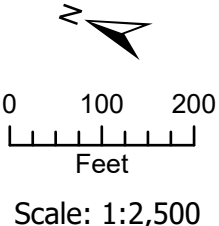
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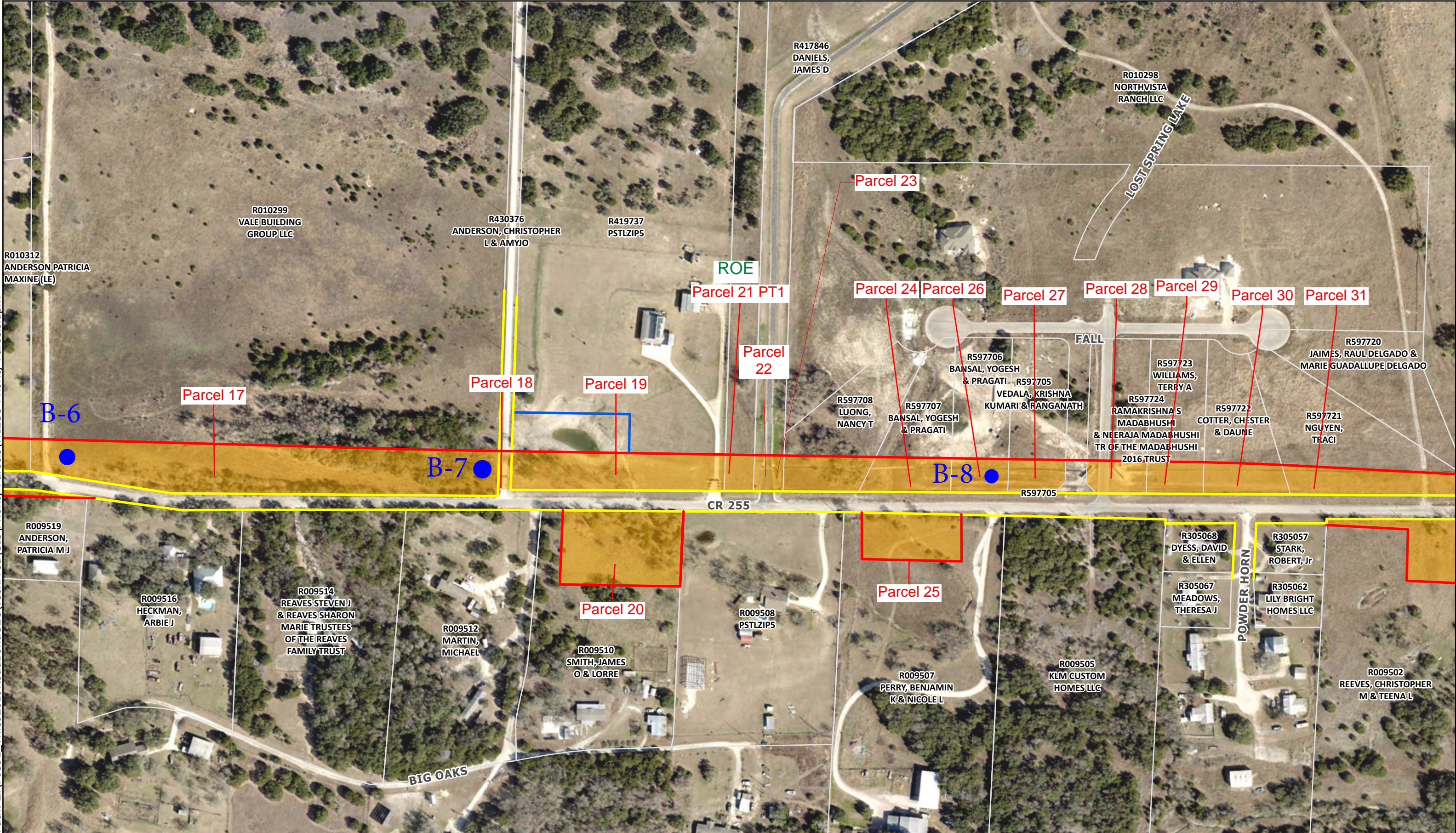
CR 255 (CR 254 to Ronald Reagan Blvd.) ROW Acquisition Status

Date Exported: 10/11/2022
Data Date: 10/10/2022

- EXISTING ROW SURVEYED
- PROPOSED EASEMENT
- PROPOSED ROW
- ROW Acquisition
- Parcels



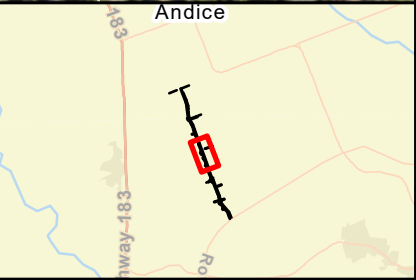
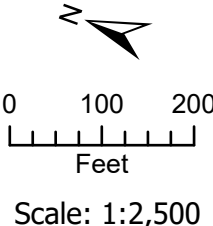
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CR 255 (CR 254 to Ronald Reagan Blvd.) ROW Acquisition Status

Date Exported: 10/11/2022
Data Date: 10/10/2022

- EXISTING ROW SURVEYED
- PROPOSED EASEMENT
- PROPOSED ROW
- ROW Acquisition
- Parcels



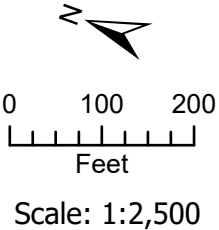
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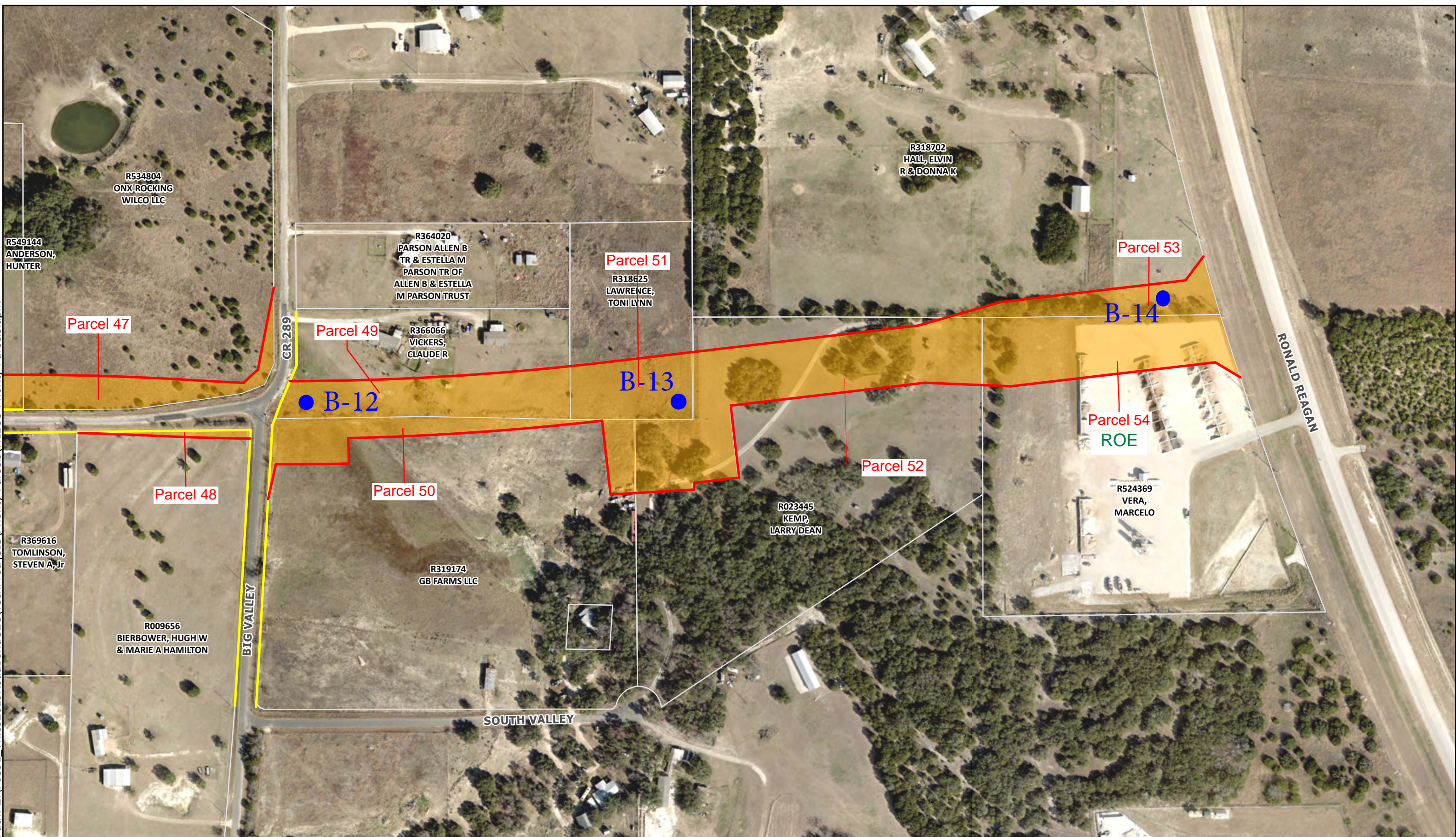
CR 255 (CR 254 to Ronald Reagan Blvd.) ROW Acquisition Status

Date Exported: 10/11/2022
Data Date: 10/10/2022

- EXISTING ROW SURVEYED
- PROPOSED EASEMENT
- PROPOSED ROW
- ROW Acquisition
- Parcels



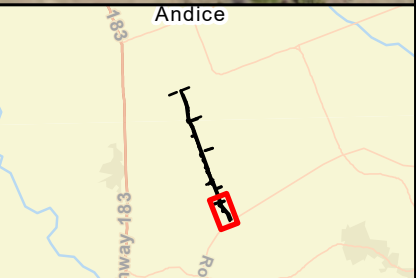
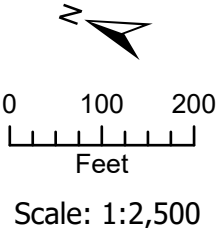
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CR 255 (CR 254 to Ronald Reagan Blvd.) ROW Acquisition Status

Date Exported: 10/11/2022
Data Date: 10/10/2022

- EXISTING ROW SURVEYED
- PROPOSED EASEMENT
- PROPOSED ROW
- ROW Acquisition
- Parcels





NOT TO SCALE
(Recreated from a Schematic provided by HNTB)

Attachment C

Work Schedule For CR 255 Project

Weather and site conditions permitting, initial site operations can occur within 2 weeks after formal authorization to proceed. A summary of our anticipated durations for each activity is presented in the following table along with a general work schedule overview. Some tasks will run concurrently, others sequentially. We will keep you verbally and electronically informed of our findings as they become available.

Task	Activity	Duration
1	Coordination of Rig Access, Staking of Borings, Permitting, and Utility Location	2 to 3 weeks
	Geotechnical Drilling and Sampling	2 to 3 weeks
2	Laboratory Testing	4 to 5 weeks
3	Engineering Analysis and Preparation of Draft Geotechnical Report	5 to 6 weeks
	Review of Client Comments and Preparation of Final Geotechnical Report	2 weeks

Task	Months				
	1	2	3	4	5
Task 1 - Geotechnical Exploration and Testing					
Task 2 - Laboratory Testing					
Task 3 - Project Management and Reporting					

ATTACHMENT D

CR 255 Project

Structure	No. of Borings*	Proposed Boring Depth (ft.) **	Total Drilling Footage
Pavement	15	14	210
* Additional borings may be needed based on project variability identified during testing.			
**14-ft from the existing grade; assuming proposed pavement profile will mostly be at-grade.			

ATTACHMENT D - Cost Estimate for Geotechnical Exploration and Ground Improvement Recommendations

CR-255 Project Williamson County, Texas

Task 1 - Geotechnical Exploration		Quantity	Unit	Rate	Subtotal
1.1.1	Mobilization/Demobilization of Drilling Rig	2	each	\$537.30	\$1,074.60
1.1.2.1	Drilling Soil (upto 14 ft. depth) - Continuous sampling to 10 ft.	140	feet	\$26.27	\$3,677.80
1.1.3	Standard Penetration Tests	27	each	\$32.24	\$870.48
1.1.4	TxDOT Cone Penetration Tests	35	each	\$40.60	\$1,421.00
1.1.5.1	Rock Corings - Soft Rock (Austin Chalk)	70	feet	\$35.82	\$2,507.40
1.1.8	Plugging Boreholes with Bentonite	210	feet	\$10.75	\$2,257.50
1.1.12	Dozer/Bobcat Service/Tree Clearing	Not Included	day	\$4,000.00	
1.1.13	Traffic Control Plan	Not Included	each	\$1,500.00	
1.1.14	Traffic Control Service - Minor Project	Not Included	day	\$3,000.00	
1.4.1	Transportation (Local) - Field Visits, Senior Engineering Technician	6	trip	\$95.52	\$573.12
4.3	Project Manager (Coordination)	4	hour	\$232.83	\$931.32
4.4	Project Engineer (Coordination; Property Owners)	16	hour	\$214.92	\$3,438.72
4.9	Senior Engineering Technician (Staking borings, one-call, field logging, project coordination)	48	hour	\$137.31	\$6,590.88
				Subtotal	\$23,342.82
Task 2 - Laboratory Testing		Quantity	Unit	Rate	Subtotal
2.1.1	Bulk-Sample Pick-Up	14	hr	\$71.64	\$1,002.96
2.1.3	Natural Moisture Contents	42	each	\$22.69	\$952.98
2.1.4	Sieve Analysis	28	each	\$83.58	\$2,340.24
2.1.5	Atterberg Limit Determinations	28	each	\$89.55	\$2,507.40
2.1.6	Percent Passing No. 200 Sieve (TEX-111-E)	14	each	\$59.70	\$835.80
2.1.12	Soluble Sulfate (TEX-145 -E)	6	each	\$107.46	\$644.76
2.1.14	Soil-Lime pH Series (TEX-121-E, Part III)	3	each	\$895.49	\$2,686.47
2.1.15	Free Swell Test	5	each	\$149.25	\$746.25
2.1.32	Determine Potential Vertical Rise (TEX-124-E)	14	each	\$89.55	\$1,253.70
3.2	Admin/Clerical/Drafting	6	hour	\$101.49	\$608.94
4.7	Laboratory Manager	6	hour	\$208.95	\$1,253.70
4.8	Graduate Professional	20	hour	\$149.25	\$2,985.00
				Subtotal	\$17,818.20
Task 3 - Engineering, Project Management, and Reporting		Quantity	Unit	Rate	Subtotal
3.2	Admin/Clerical/Drafting	4	hour	\$101.49	\$405.96
4.1	Project Principal	4	hour	\$352.23	\$1,408.92
4.3	Project Manager	12	hour	\$232.83	\$2,793.96
4.4	Project Engineer	48	hour	\$214.92	\$10,316.16
				Subtotal	\$14,925.00
Total Cost Estimate					\$56,086.02

Commissioners Court - Regular Session**27.****Meeting Date:** 07/25/2023

Quality Texas Foundation Recognition

Submitted For: Chris Connealy**Submitted By:** Chris Connealy, Emergency Services Dept.**Department:** Emergency Services Dept.**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on Williamson County Emergency Services being recognized by the Quality Texas Foundation achieving the Engagement Recognition Level at the recent Quality Texas Conference in Georgetown.

Background

Williamson County Emergency Services is pursuing the national Malcolm Baldrige Framework through the Quality Texas Foundation for continuous improvement in the organization through this third-party validation. Williamson County Emergency Services was recognized at the Engagement Recognition Level at the Quality Texas Conference recently held in Georgetown. We have begun working on the criteria set out for the Commitment Recognition Level and plan to achieve that goal in 2024. The Progress Recognition Level should be achieved in 2025 and ultimately the Quality Texas Foundation Regional Program Award in 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Chris Connealy

Final Approval Date: 06/15/2023

Reviewed By

Becky Pruitt

Date

06/15/2023 10:15 AM

Started On: 06/14/2023 12:47 PM

Commissioners Court - Regular Session**28.****Meeting Date:** 07/25/2023

Update from Williamson County Economic Development Partnership

Submitted By: Connie Odom, Public Information Office**Department:** Public Information Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on receiving annual update from the Williamson County Economic Development Partnership.

Background

Dave Porter, Executive Director for the Williamson County Economic Development Partnership (WilCo EDP), will give an update on the EDP's activities over the past year, as well as upcoming events.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

EDP PResentation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Connie Odom

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 09:05 AM

Started On: 07/19/2023 10:56 AM



**Economic
Development
Partnership**

Partners:

- Williamson County
- Cedar Park
- Hutto
- Jarrell
- Liberty Hill
- Leander
- Round Rock Chamber
- Georgetown
- Taylor



Wilco EDP Accomplishments

10/01/2022 – 7/01/2023

- Projects Across Wilco - 12
 - Semiconductor
 - Automotive
 - Life Sciences
 - Aviation
 - Clean Tech / Solar
 - Movie Production
- Pending Announcement
 - Automotive Supplier Project
 - Late August Announcement



Accomplishments Continued.

- Hosted 6 National Site Consultants – March 23-25
 - Dell Technologies Match Play Golf Tournament
 - Helicopter Tour of Wilco
 - Employers Panel
 - Workforce Panel
- New Wilco EDP Website – Went Live in June (www.wilcotxedp.com)
 - Brandcave – Based in Georgetown



Accomplishments Continued.

- Korea – April 15-22 (15 meetings)
 - Delegation of 9
 - Samsung / Pyeontaek
 - KOTRA (Korean Dept. of Commerce)
 - Austin Office
 - “Mutual Agreement of Cooperation”
Between KOTRA and Wilco – Signed on 4/27/23
- Follow-up – Need a Presence in Korea



Accomplishments Continued.

- July 1, 2023 – Wilco EDP Office Officially Opens
 - Partnering with Global Business Partner
 - Located in Seoul – KOTRA's Headquarters
 - Office Already Generated 2 Leads
 - Site Tours in Wilco – early August
- Texas Legislative Session
 - Chapter 313 Replacement
 - Jordan Robinson
 - Cameron Goodman
 - Judge Gravell
- Opened Wilco EDP Office – March 1st
 - 11900 W. Parmer Lane, Suite 110, Cedar Park



Upcoming Activities August & September

- Champions Luncheon
 - August 17th
 - All Elected Officials
 - Chambers of Commerce
 - Ray Perryman
- Korea Trip
 - September 9-16
 - 18 Representatives From Wilco
 - ½ Day Seminar – “Doing Business in Williamson County Texas”
 - Samsung
 - US Embassy



Other Activities

- ABJ Growth Summit - December 2022
- Industrial Summit – January 2023
- YTexas Legislative Recap – June 2023
- 13 Presentations to Various Groups



Thank You!!!



Commissioners Court - Regular Session**29.****Meeting Date:** 07/25/2023

EPM.draft3

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 proposed changes to the Employee Policy Manual, to be effective October 1, 2023.

Background

Please see attached draft for changes.

Fiscal Impact

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

Attachments

draft
overview

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 09:57 AM

Started On: 07/18/2023 12:53 PM

Williamson County
Employee Policy Manual
Effective TBD

Table of Contents

About Williamson County	1
Employment	2
Work Environment	7
Leave	8
Benefits	16
Expenditure Guidelines	17
Compensation	23
Employee Responsibilities	33
DOT Regulated Testing	38

Policy Manual Disclaimer

This employee policy manual constitutes the general personnel policies for all Williamson County employees. It does not constitute a contract or provide a guarantee of employment. Policies may be altered, deleted, or amended at any time by action of the Commissioners Court. If any provision or part of a provision of these policies is held invalid, unlawful, or unenforceable, it will not affect the validity of the remaining provisions or parts of provisions, which will remain in effect. In cases where federal or state laws or regulations supersede local guidelines, such laws or regulations will substitute for these personnel guidelines only insofar as necessary for compliance. Specific departments may have additional policies unique to their operations.

Elected official's rights and responsibilities as defined by Texas law supersede these policies where conflicts may occur. Elected officials are encouraged to follow all policies contained herein in order to provide uniform application across the County and to protect the County against potential employment related issues.

About Williamson County Government

Williamson County's government organization is established by the Constitution of the State of Texas and by state statutes. Its operations are governed by state and federal law and by actions of the Commissioners Court.

Commissioners Court

The Commissioners Court consists of four County Commissioners; each elected by the voters of a Commissioners precinct, and a County Judge, elected by all of the voters of the County. Officials are elected for a four-year term. The Commissioners Court is the chief policy, administrative, and executive branch of County government.

County Operations

County operations are conducted through departments and offices; each administered by an elected public official or an appointed department head.

Employment

At Will Employment

Employment with Williamson County is on an at-will basis:

- An employee may resign at any time, with or without notice.
- Williamson County may terminate the employment relationship at any time, with or without cause or notice.
- Williamson County may change the terms and conditions of employment at any time, with or without notice.

Equal Employment Opportunity & ADA Compliance

Williamson County is committed to providing a workplace free of discrimination. All employment decisions (hiring, compensation, promotions, terminations, etc.) are made without regard to any covered or protected class as defined by law and applicable statements of the law by the Equal Employment Opportunity Commission (EEOC) or disability as defined by the Americans with Disabilities Act and applicable state laws, including those enforced by the Texas Workforce Commission. If an employee requires an accommodation due to a disability, contact the Human Resources Department.

Employment Status

- Full-time: Full-time positions are scheduled to work consistently 30 or more hours in a pay week.
- Part-time: Part-time positions are scheduled to work no more than 29 hours in a pay week and are not eligible for benefits or longevity pay.
- Temporary: Temporary employees are limited to working 130 days in a rolling calendar year. They are not eligible for TCDRS retirement, benefits, holidays, leave time, or County longevity pay.

If the temporary employee cannot be categorized as seasonal and customary, then the temporary employee can work no more than 29 hours in a pay week. Customary must meet the criteria: (i) by the nature of the position an employee typically works for a period of six months or less, and (ii) the period of employment should begin each calendar year in approximately the same part of the year, such as summer or winter. Please contact your HR Generalist to determine the parameters for any temporary employees.

Position Classification

Positions are classified as exempt or non-exempt based on the definitions and requirements of the Federal Labor Standards Act (FLSA).

- Exempt: Exempt positions are salaried positions which are not eligible for overtime or compensatory time.
- Non-Exempt: Non-exempt positions are hourly positions which are eligible for overtime pay or compensatory time as determined by County policy.

*All full-time, part-time and temporary employees must reside within the State of Texas during the scope of their employment.

Employment

Overtime		
Classification	Eligibility	Accrual
Exempt	NO	Exempt employees are not eligible for overtime compensation.
Non-Exempt	YES	<ul style="list-style-type: none"> • Time and a half pay or compensatory time after 40 hours actually worked in a work week. • Determination of pay vs. comp time is based on departmental budget.
Non-Exempt: Department of Infrastructure	YES	<ul style="list-style-type: none"> • Time and a half compensatory time after 40 hours actually worked. • In the event of a public safety emergency, the Senior Director has the discretion to grant overtime pay at time and a half to those employees performing emergency response duties at the request of their supervisor.
Non-Exempt: Public Safety Positions	YES	Time and a half overtime pay or compensatory time after 40 hours actually worked.
Non-Exempt: Law Enforcement Positions	YES	Time and a half overtime pay or compensatory time after 86 hours worked in a 14-day pay period. The hours worked between 80 and 86 hours, for this period, are compensated at straight overtime pay or compensatory time.
Non-Exempt: Catastrophic Event Pay	YES	Upon EOC activation and/or declaration of a local, state or federal disaster, non-exempt essential personnel (EP) may receive time and one-half pay in lieu of compensatory time, once the normal hours required before overtime eligibility have been exceeded.

All overtime must be preapproved by the Elected Official or Department Head. Only hours actually worked are included in the determination of overtime. Sick leave, vacation, holidays, and other uses of accrued time off do not count toward the accrual of overtime and will be reduced to balance the timecard to 40 hours per week (or 80 hours per pay period for Law Enforcement employees).^{*} As used above, overtime may refer to accruals of compensatory time or payments.

Compensatory time is limited to 240 hours, all hours above this limit will be paid at time and one-half.

^{*}EMS and Emergency Communications use leave based on scheduled shift hours, rather than the pay period.

Employment

Recruitment

When a position becomes vacant, the position may be posted externally through Human Resources, internally (within the department) by the Elected Official or Department Head or the position may be filled by an applicant that has previously applied for a like position within the past 180 days. The Elected Official, Department Head or their designee will make the final selection in the recruitment process. The chart below generally defines the processes:

Job Posting Options			
Type	Description	Documentation	Process
External Job Posting	Vacant position is posted online through Human Resources.	A request to post must be sent to Human Resources.	Position will be posted through online hiring system for a minimum of 5 calendar days.
Internal Job Posting	Vacant position is posted internally through email or other written communication method within the hiring department only.	An email or manual written posting may be used to notify employees of the vacancy.	<ul style="list-style-type: none">• Notify internal employees of the opportunity and provide instructions on how they must apply (i.e. via resume, email response, etc.).• Applications should be accepted for a minimum of 5 calendar days.
Applicant Pool	Candidate applications submitted in response to job posting.	Contact Human Resources to request applications from a previous posting for a position with the same title and grade within the past 180 days.	Applications will be provided through the online hiring system for the hiring manager to review.

Candidate Selection Process

All candidates being considered should meet the minimum requirements for the position and should go through a consistent screening and interviewing process. Once a candidate is selected, the hiring manager must notify Human Resources to complete the final steps in the hiring process.

Nepotism

Nepotism is the hiring or influencing others to hire relatives without regard to merit. The County and the [Texas Government Code Chapter 573](#) outline specific rules prohibiting the appointment, confirmation of appointment, or voting for the appointment (or confirmation of appointment) of a relative. Refer to the Texas Government Code Chapter 573 (Relationships by Consanguinity or by Affinity) for additional clarification. The Commissioners Court will not affirm any employee who is related to another employee within their chain of command or reporting structure.

Changes in relationships which may violate this policy must be immediately reported to Human Resources

Employment

Hiring Post TCDRS Retirement

Williamson County elected officials, department heads, or other agents of the County may not make any prior commitments, agreements, or arrangements to rehire a Williamson County TCDRS retiree. Any retiree selected for a position with Williamson County will require pre-approval from the Human Resources Department due to TCDRS rules. If the retiree is on Williamson County retiree health benefits, the benefit-enrollment waiting period still applies.

Pre-Employment Screening

Potential employees of Williamson County may be required to submit to a criminal history check, physical exam, drug screening or other job-specific screening prior to employment. Any job offer is contingent upon successfully completing and meeting the requirements of these screenings. If additional information is received after employment begins which fails to meet the screening requirements, the employment relationship may be terminated. False information provided by an applicant will disqualify the applicant from consideration, or if discovered after employment begins may result in termination.

Post Hire

New Employee Orientation

All new employees must complete new employee orientation before the end of the pay period in which they are hired.

Direct Deposit

Direct Deposit is strongly recommended. The first paycheck will be mailed to the address of record, as could the first paycheck whenever changing banking institutions or account information. Pay remittance slips can be viewed and printed online located on the Wilco Self Service site in Oracle.

Texas County and District Retirement System (TCDRS) Contributions

All officials, part-time and full-time employees are required to participate in the Texas County and District Retirement System ([TCDRS](#)) as a condition of employment. Temporary employees are exempt from participation as specified by Retirement System regulations. The required contribution is deducted from an employees pay each pay period.

Employment

Transfers

Employees transferring from one County office or department to another should give at least a two-week written notice to their current official/department head. The current official/department head may waive the two-week period. If an employee status changes from a non-exempt to an exempt position, the employee's current compensatory time balance will be paid out as of the last day in the non-exempt position and at the hourly rate for the non-exempt position. Compensatory time will also be paid out when a non-exempt employee transfers from one County department to another. If an employee transfers from a position that allows for a higher vacation or sick leave balance, the amount that is in excess of the limit for the new position will be forfeited.

Transfers to and from WCCHD, Museum or CSCD are considered employment separations.

Separation of Employment

Employees are required to provide at least a two-week written notice in order to resign in good standing. The last day of employment is the last day the employee is present at work. Leave time cannot be used on the last day of employment, with the exception of administrative leave or medical leave covered under or at the conclusion of FMLA. In some cases, the last day of employment may be adjusted after a review and approval process involving the department, Human Resources, and the County Auditor's Office. At the discretion of the Elected Official or Department Head, the resignation may be accepted immediately or at any time within the resignation notice period. In the event that an employee passes away, the last date of employment will be the last date worked or the last day on approved leave with the exception of vacation leave. Employees must return all Williamson County property immediately upon request or upon termination of employment. Any items not returned may be deducted from the final paycheck for certain eligible employees.

The following will be paid on the final paycheck or when County assets have been disabled/returned to the County:

- Eligible accrued vacation time
- Comp time
- Unused holiday time banked prior to October 1, 2014

Adjusted Service Dates for Rehired Employees (Non-retirement)

Employees rehired into a full-time position within 90 days from his/her last employment within a full-time position, will be reinstated with service time based on a calculated adjusted service date. The adjusted service date is the original date of full-time employment minus the number of break in service days either not employed with the County or working in a part-time capacity. The adjusted service date will also be used for determining vacation and County longevity accrual rates. Employees rehired 91 or more days after separation of employment will not receive service credit for previous employment, unless a one-time exception, that cannot exceed a one-year break in service, is awarded based on review and approval by Human Resources (factors considered include high turnover positions, knowledge, skills and abilities of a former employee or other special circumstances). Request for the one-time exception must be received by Human Resources within 30 days following rehire date. Any resulting change to longevity amount paid will not be effective until budget funds are available. Retroactive payments will not be made for payments missed pending budget funds availability.

Refer to the [Uniformed Services Employment and Re-employment Rights Act \(USERRA\)](#) for reemployment rights if the break in service is related to active military leave. Contact the Human Resource Department for assistance.

Work Environment

Communications to Employees

All employees are assigned a County email address. County email is the official communication tool for employee communications. All employees are responsible for accessing and reviewing their County email on a regular basis.

PowerDMS, a policy management platform, will be utilized to disseminate County policy documents and informational memos. Employees will be responsible for the review and electronic receipt acknowledgement of County communications in PowerDMS.

Breaks

Supervisors may schedule breaks to accommodate operating requirements. County offices are encouraged to stay open during the noon hour to better serve the public. Supervisors will inform employees of breaks, if any, and the break schedule. The Fair Labor Standards Act (FLSA) does not require employers to provide breaks or meal periods to employees.

- Breaks of less than 20 minutes will not require the employee to clock out and will be considered compensable time while on County property.
- Breaks of more than 20 minutes (i.e. errands) or offsite will require non-exempt employees to clock out and not perform any work during that time.
- Lunch breaks will be for a period of not less than 30 minutes, during which non-exempt employees clock out and may not perform any work.

Lactation breaks

For up to one year after a child's birth, any employee who is breastfeeding her child will be provided reasonable break times as needed with the same rules for breaks. During lactation breaks in which non-exempt employees clock out, they may not perform any work. Williamson County has designated certain rooms for this purpose. Employees who work off-site or in other locations will be accommodated with a private area as necessary.

Reporting Time Worked and Leave Time

Timesheets must be approved and signed off, by the employee and department designee, on the day indicated on the payroll calendar by the time indicated by the Auditor Payroll Department. Employee timesheets must be balanced to their regularly scheduled hours for the work week.

- Nonexempt: Employees must report all hours worked and leave time taken in the timekeeping system.
- Exempt: Employees do not enter the hours worked, but must record leave time such as sick or vacation in the timekeeping system. Holiday time is preloaded for all exempt employees. Payroll must be contacted to adjust holiday time if an exempt employee works on the holiday.

Time records are a governmental record and according to Texas Penal Code Section 37.10 you are tampering with a government record if you knowingly submit your time record inaccurately

Employee Leave Policies

Employees accrue vacation and sick leave on the last day of each pay period. The leave ~~hours accrual~~ will be adjusted when employees have any unpaid leave, with the exception of workers compensation. The leave chart within this section provides the policies related to the various leave types authorized by the County.

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

**Employees are encouraged to take leave throughout the year,
as business needs can change and leave approval is not guaranteed.*

Type	Rate of Accrual	Max Accrual / Payout	Policy
VACATION	< 5 years = 3 Hours 5 minutes per pay period	80 hours	<ul style="list-style-type: none"> Changes in work schedules may result in adjustments to leave balances & accruals. Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employees. Proration may occur for full-time employees who work less than 30 hours per week. Contact Human Resources for more information.
	5 to < 10 Years = 4 hours 37 minutes per pay period	120 hours	
	10 + years = 6 Hours 10 minutes per pay period	160 hours	
VACATION (EMS Paramedics on 24-hour shifts)	< 10 years = 5 Hours 32 minutes per pay period	144 hours (6 shifts)	
	10+ years = 6 Hours 27 minutes per pay period	168 hours (7 shifts)	
SICK LEAVE 480 hours accrual max	4 hours per pay period	N/A (Not paid at termination)	<ul style="list-style-type: none"> May only be used for illness or medical and preventive appointments for employee or qualifying family member, as defined by FMLA. May not be used to care for a newborn child or the placement of a child with the employee for adoption or foster care without certification from the treating physician of the child having a serious medical condition.
SICK LEAVE (EMS Paramedics on 24-hour Shifts) 672 hours accrual max	6 hours per pay period	N/A (Not paid at termination)	<ul style="list-style-type: none"> May be required to provide documentation. Not a substitute for vacation. Part-time employees earn 1.5 hours per pay period with the same max accrual as full-time employee (Effective 10/1/16).
FLOATING HOLIDAY*	2 (8-hour) days per fiscal year (Effective October 1, 2017) Does not roll over	N/A (Not paid at termination)	<ul style="list-style-type: none"> Only available to full-time employees. Available to new hires as of start date. Must be used by end of fiscal year. EMS Paramedics will receive up to 12 hours per day based on regular shift assignment.
HOLIDAY*	<ul style="list-style-type: none"> Part-time employees receive 4 hours Full-time employees receive 8 hours 	N/A (Not paid at termination)	<ul style="list-style-type: none"> Dates are established by Commissioners Court and are subject to change annually. Employee must work or be on approved paid leave the day before and after the holiday. EMS Paramedics will receive up to 12 hours per day based on regular shift assignment.

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

**Employees are encouraged to take leave throughout the year,
as business needs can change and leave approval is not guaranteed.*

Type	Rate of Accrual	Max Accrual	Policy
BEREAVEMENT LEAVE*	2 (8-hour) days per fiscal year; (Effective October 1, 2017) Does not roll over	N/A (Not paid at termination)	<ul style="list-style-type: none"> May be granted following the death of a friend or family member at the discretion of your department's leadership. Documentation may be required. EMS Paramedics will receive up to 12 hours per day based on regular shift assignment. <u>Up to two (2) additional days may be approved by HR for the death of an immediate family member (spouse, child, parent or legal guardian). EMS Paramedics may be approved for up to 16 additional hours.</u>
NON-EXEMPT PUBLIC SAFETY ADJUSTMENT	4 hours per paid holiday, floating holiday, and bereavement day allotted; does not roll over	N/A (Not paid at termination)	<ul style="list-style-type: none"> Includes positions in Law Enforcement, Corrections and Emergency Services with some exceptions. Max of 4 hours per shift and must be used with 8 hours of holiday, floating holiday, or bereavement to cover shift as scheduled. Contact Human Resources regarding application of Public Safety Adjustment accruals within FMLA.
CIVIL LEAVE	Includes jury duty, voting, work related court summons, USERRA (Uniformed Services Employment & Re-employment Rights Act)	N/A	<ul style="list-style-type: none"> Employee must show jury duty summons to their supervisor and must return to work if time permits. County employees will be paid if they are required to miss their regularly scheduled work shift, in addition to the jury pay from the court. Time off to vote may be approved due to unusual circumstances, please refer to State of Texas Regulations. Civil Leave may be approved when an employee is summoned to testify for a case that is work related only. The first 15 business days (per fiscal year) of Military Leave (USERRA) will be paid without the requirement of leave usage by the employee. Beyond the first 15 <u>business</u> days the employee may choose to use vacation leave or be placed on leave without pay. Up to seven additional paid military leave days may be applied in accordance with Government Code Section 437.202, as required relating to Emergency Orders issued by the Governor. Contact HR for further information related to USERRA leave and benefit continuation.
BAD WEATHER	As determined by order of the County Judge	N/A	<ul style="list-style-type: none"> Employee must be at work or scheduled and ready for work on the day of office closure. Employees on approved leave of any type are not eligible. If office closure continues beyond 5 consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court.
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	<ul style="list-style-type: none"> Essential Personnel Leave is granted when exempt employees must work outside their regular schedule during an office closure that has been declared by the County Judge. FEMA reimbursement is possible. <u>EP-Essential Personnel</u> leave must be used before the end of the current fiscal year.
BANKED HOLIDAY LEAVE	Determined by number of hours worked on the holiday.	200 hours	<ul style="list-style-type: none"> <u>Will not be paid upon termination if earned after 10/1/14.</u> <u>Banked Holiday accruals earned before 10/1/14 will no longer be paid out upon termination after 10/1/24.</u>
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual.	240 hours	<ul style="list-style-type: none"> Must be used before vacation time.
*Refer to Non-Exempt Public Safety Adjustment policy <u>details above.</u>			

Wilco PTO leave time is applied in the following order:

1) Compensatory time 2) Vacation leave

Note: All leave accruals are based on time actually worked by the employee. Leave accrues at the end of the pay period and will be adjusted or removed if the employee has any unpaid leave, other than workers compensation, in the pay week.

Leave Chart

Use of accrued leave must be approved by the Elected Official or Department Head

**Employees are encouraged to take leave throughout the year,
as business needs can change and leave approval is not guaranteed.*

Type	Rate of Accrual	Max Accrual	Policy
Pregnant Workers Fairness Act (PWFA)	N/A	N/A	<ul style="list-style-type: none">PWFA, federal law effective 6/27/2023, outlines provision of reasonable accommodations for known limitations related to pregnancy, childbirth, or related medical conditions.Leave to recover from childbirth is covered as an accommodation under PWFA when an employee is not eligible for Family Medical Leave Act (FMLA).Contact Human Resources for more details.
WORKERS COMPENSATION LEAVE	Used by employees who must miss work due to an on-the-job injury. Contact HR for more information	N/A	<ul style="list-style-type: none">Any on-the-job injury must be reported immediately. Failure to report within 30 days of the injury may result in a denial of benefits including leave (Texas labor code Sec.409.001).HR will serve as a liaison with the Worker's Compensation carrier regarding leave and medical care.Medical expense coverage is dependent upon compliance with the carrier's network of providers and facilities. A signed network acknowledgement is required at time of hire.FMLA can run concurrently with lost time under workers' compensation and may provide for medical insurance continuation if you are receiving workers' compensation income benefits.
PAID QUARANTINE LEAVE	Used by employees who are ordered by their supervisor or the Local Health Authority to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.	N/A	<ul style="list-style-type: none">As defined by HB 2073 eligible County employees include peace officers, corrections officers, paramedics, and emergency medical technicians employed by, appointed by, or elected for a political subdivision.Covers all employee benefits, including compensation for all regularly-scheduled shift hours, leave accruals, retirement benefits, and health plan benefits for the duration of the leave.Quarantine reimbursements requests may also be submitted for reasonable related costs.Contact HR for more information.

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy.

Eligibility

- Worked for the County for at least 12 months.
- Worked a minimum of 1250 hours in the last 12 months.

Basic FMLA

The Family and Medical Leave Act (FMLA) entitles eligible employees to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the employee had not taken leave.

Entitlement

Qualifying Reasons/Policy

- 12 weeks, unpaid leave, per rolling year; if criteria is met including relationship rules.

Specified family and medical reasons:

- Employee's own serious health condition.
- To care for employee's spouse, child, or parent who has a serious health condition.
 - Employees requesting leave to care for an immediate family member with a serious health condition may be required to submit proof of the familial relationship, such as a birth certificate or marriage license.
- Time off to care for a newborn child or the placement of a child with the employee for adoption or foster care. Employees are not eligible to utilize sick leave or sick leave pool without certification of the child having a serious medical condition.

Concurrent application of available leave accruals:

- Eligible employees with accrued leave will have the leave applied in the following order when the leave is related to a serious medical condition: sick, PTO, essential pay, banked holiday, floating holiday.
- Eligible employees with accrued leave will have the leave applied in the following order when the leave is not related to a serious medical condition: PTO, essential pay, banked holiday, floating holiday.
- Holiday leave will not bank, it will be utilized in the week earned.
- In the event that all available time-off accruals become exhausted during FMLA leave, the employee will enter an unpaid leave status. Contact HR regarding possible Sick Leave Pool eligibility, benefit premium deduction repayment schedule, and any other leave questions.

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy.

Military Family Leave – Qualifying Exigency Leave

Entitlement	Qualifying Reasons/Policy
<ul style="list-style-type: none"> Any period of absence due to or necessitated by USERRA-covered military service must be counted in determining an employee's eligibility for FMLA leave. Employees may be entitled to take their Basic FMLA Leave for a "Qualifying Exigency" if the employee's spouse, son, or daughter, or parent is a member of the National Guard, Reserves, or a regular component of the Armed forces, and on covered active duty or called to covered active duty. 	<p>Qualifying exigency is unpaid time off and may include:</p> <ul style="list-style-type: none"> Short-notice deployment when the military member is notified seven or less calendar days prior to deployment. This is limited to 7 days of leave. Attending certain military events related to the call to duty. To attend to childcare and school activities necessary to arrange for alternative childcare necessitated by the call to duty. To attend to certain financial and legal arrangements as a result of the military member's absence while on duty. In some instances, to attend counseling arising from the covered active duty or call to covered active-duty status of a military member. To spend up to 15 days of leave with a military member on a short leave for rest and recuperation. To attend post-deployment activities during the 90 days after the termination of the military member's covered active-duty status or to address issues related to the death of a military member while on covered active duty. To care for a military member's parent who is incapable of self-care when the care is necessitated by the military member's covered active duty, such as to arrange for alternative care for a military member's parent, to provide care on an immediate need basis or to attend meetings with staff at a military member's parent's care facility. Other activities arising out of the military member's covered active duty or call to covered active duty as agreed upon by the Company and the employee. Eligible employees with accrued leave will have the leave applied in the following order: PTO, essential pay, banked holiday, floating holiday.

Family Medical Leave Chart

As required by law, Williamson County will permit eligible employees to take family or medical leave ("FMLA leave"), in accordance with the terms of this policy.

Military Family Leave – Service Member Caregiver Leave

- Under certain circumstances, employees who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave in a single
- 12-month period to care for their ill or injured spouse, child, parent or next of kin (closest blood relative), who is a covered service member.
- If a husband and wife both work for the Company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.
- The 26 weeks of leave includes any Basic FMLA leave taken. However, if the leave qualifies both for Basic FMLA leave and for Service member Caregiver Leave, then the leave will first be designated as Service member Caregiver leave.
- The single 12-month period begins on the first day the eligible team member takes FMLA leave to care for a covered service member and ends 12 months after that date. If an eligible team member does not take all of his or her 26 weeks of leave entitlement to care for a covered service member during this "single 12-month period," the remaining part of his or her 26 workweeks of leave entitlement to care for the covered service member is forfeited. The 26 week leave entitlement is to be applied on a per-covered-service member, per-injury basis.

The term "covered service member" for purposes of Service member Caregiver Leave means:

- A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
- A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the first date on which the veteran takes FMLA leave to care for the covered veteran.
- The term "serious injury or illness":
- In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.
- In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on a covered active duty in the Armed Forces (or existed before the beginning of the member's covered active duty and was aggravated by service in line of duty on covered active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.
- Certification for the serious injury or illness of the covered service member may be required, the employee must respond to such request within 15 days or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Please contact Human Resources for additional information below:

- Since the laws and regulations governing basic FMLA, military leave, and military family leave are frequently being changed, if you have any military related leave request, please check with Human Resources to determine eligibility under the then current applicable rules.

- Restoration of Employment
- Employee Benefits
- Group Health Benefits

- Certification of Health
- Relationship to PTO
- Notification
- Status Reports

- Leave Without Pay (LWOP)
- Intermittent Leave
- Failure to Return from FMLA Leave
- Baby Bonding FMLA Leave

Administrative Leave

Occurrences of administrative leave with or without pay are rare, but may be appropriate when the Department Head believes immediate action is necessary to protect an employee, the Department, the public, and/or needs additional time to investigate an employee's performance or behavior.

Type	Department	Policy
Administrative Leave (with pay)	Non-Elected & Elected Offices	<ul style="list-style-type: none"> May not be used during or to extend FMLA. Paid Admin Leave lasting more than ten days will require approval of the County Judge for non-elected offices only. If the County Judge denies a request to grant admin leave with pay in excess of ten days, the non-elected office may appeal such denial to Commissioners Court. The employee will be paid base wages, this will not count as hours worked for overtime purposes. Medical benefits will continue at active employee rates. The employee must contact his/her supervisor weekly and remain available to return to duty with 12 hours' notice. If the employee returns to work, he/she shall receive full credit for any suspended accruals/County longevity/supplemental pay, unless determined otherwise. Any paid leave time other than sick leave, that has been accumulated will be applied retroactively to the time spent on paid admin leave, upon returning to duty. Leave will be applied as follows: compensatory time, vacation, banked holiday.
Administrative Leave (without pay)	Non-Elected & Elected Offices	<ul style="list-style-type: none"> Temporarily suspends employees job duties. Exempt employees may only be placed on admin leave without pay for serious infractions of workplace conduct policies. Full days/full week periods are administered for Exempt employees on admin leave without pay (partial days will not be granted). Employees may not substitute accrued paid leave during unpaid admin leave. Employee must coordinate payment of medical and dental benefits with the HR Department. Employees may be required to periodically contact their supervisor.
Administrative Leave (with or without pay)	Elected Offices County Auditor's Office Juvenile Services	<ul style="list-style-type: none"> Must provide the Senior Director of HR with written notice that sets forth: the name of the employee being placed on admin leave, whether admin leave is with pay or without pay, and the estimated duration of the leave. If the employee is reinstated or terminated the Elected Official/Appointed Official must provide the Sr. Director of HR with the time and date of the employee's reinstatement/termination.
Administrative Leave (with or without pay)	Non-Elected Offices	<ul style="list-style-type: none"> Department heads and appointed positions who are direct reports to Commissioners Court may place an employee on Admin Leave with pay with HR consultation. Subject to the oversight of Commissioners Court. HR will provide proper notices/estimated time duration to the employee that is placed on paid admin leave.
Reinstatement	Non-Elected & Elected Offices	<ul style="list-style-type: none"> The County does not guarantee the reinstatement of an employee on admin leave, unless reinstatement is required by some other protected leave.
Other Information	Non-Elected & Elected Offices	<ul style="list-style-type: none"> <u>Requests for Admin Leave with Pay for any grant-funded position must be preapproved by HR and Audit prior to leave usage.</u> Paid leave will not be accrued while employee is on any admin leave for one or more full pay periods. County longevity or supplemental pay shall not be paid while employee is on any admin leave for one or more pay periods. Supplemental pay is defined in the budget order. If Paid or Unpaid Administrative Leave exceeds 13 weeks, the employee will no longer be eligible for county benefits under the Affordable Care Act (ACA).

Elected Officials are strongly encouraged to comply with all administrative leave policies that are applicable to employees in non-elected offices. As a part of the Commissioners Court budgetary responsibilities and fiduciary oversight of public funds, the Commissioners Court will consider the amount of time that an Elected Official has granted in administrative leave during the prior fiscal year. Elected Officials will continue to maintain the right to terminate employees under their sphere of authority or provide harsher penalties, within applicable legal rules, than those that are set out and encouraged herein. Elected Officials are strongly encouraged to consult with the Sr. Director of the Williamson County Human Resources Department prior to placing employees on administrative leave and prior to making reinstatement and termination of employment decisions.

Sick Leave Pool

Membership	Policy
BENEFIT SUMMARY	<ul style="list-style-type: none"> Per Texas Local Government Code Sec.157.075: A participating enrolled employee is eligible to use time contributed to the County sick leave pool if: because of a catastrophic injury or illness and the employee has exhausted all the accrued paid leave and compensatory time to which the employee is otherwise entitled. Provides sick leave to an eligible employee once the employee has exhausted all accrued/ banked paid leave. The maximum amount of Sick Leave Pool (SLP) time that may be granted per benefit year will not exceed 1/3 of the total amount in the SLP, or 240 hours, whichever is less, at the time of the request for SLP.
ENROLLMENT	<ul style="list-style-type: none"> One continuous year of full-time employment must be completed as of first day of open enrollment. A minimum of 8 Hours and no more than 40 hours must be contributed. Must enroll each year during benefits open enrollment. Contributed sick leave hours will be deducted on the 1st day of the pay period which includes January 1st. Sick leave balance must meet or exceed employee's selected contribution amount.
QUALIFICATION	<ul style="list-style-type: none"> An employee with an illness or injury that makes them unable to perform their job while on approved FMLA for their own catastrophic injury or illness. SLP time will not be granted to an employee when they are receiving workers' compensation income benefits under the Texas Workers Compensation Act. SLP time will not be granted beyond the end date of approved FMLA leave (12 week max). There is no guarantee that an employee will receive or be eligible to be reimbursed for any time that they contribute. All withdrawal requests must go through an approval process. Employees cannot receive time from the SLP if they are placed on temporary suspension, administrative leave, authorized non-medical leave without pay or are otherwise terminated.
PROCEDURE	<ul style="list-style-type: none"> Employees must apply for permission to receive SLP benefits. (Contact the Human Resources Department for more information) Upon receipt of the completed SLP benefit request, Human Resources will review the request and FMLA documentation to determine whether the request is approved.
UTILIZATION	<ul style="list-style-type: none"> The number of hours granted through the SLP will be based on the FMLA documentation or report of catastrophic illness or injury. SLP time may only be used for approved workdays and for holidays. SLP time may not be used to supplement reduced work schedule during Light Duty Assignments outside of FMLA. SLP benefits end when the employee returns to work, exhausts the SLP benefit, exhausts eligible FMLA leave time, upon separation, suspension or administrative leave.
CONTRIBUTIONS	<ul style="list-style-type: none"> Employee contributions of sick leave hours are irrevocable. Sick leave hours that are contributed become the property of the SLP and cannot be returned. Time contributed to the SLP cannot be designated to a particular employee. If, at any time, the SLP balance falls below two times the number of members, each member will be required to contribute eight additional hours to maintain membership. An employee separating from employment may contribute up to 80 hours of sick leave to the SLP. All unused time that was granted to an employee from the SLP shall be returned to the pool.
DISCLAIMER	<ul style="list-style-type: none"> The County may discontinue and/or terminate the SLP program without cause, legal repercussions, or ramifications with 120 day written notice to all participating employees. If any provision of this SLP is determined to be invalid or unenforceable, it is the intention of the County that the provision will be reformed to the best extent possible in its sole discretion. The guidelines, terms, and conditions of this SLP program may be amended at any time. The Commissioners Court must approve any recommended amendment.

Benefits

Benefits

Williamson County offers an excellent comprehensive benefits package to all full-time employees. Benefits are administered by the Benefits Administration team, which is a division of the Human Resources Department. Benefit plans are reviewed annually by the Benefits Committee, which has the responsibility to make final recommendations to the Commissioners Court for approval. Additional benefit information is provided in the chart below. Click to see the [Benefit Guide](#) for more details.

Benefits		
<ul style="list-style-type: none"> Full-time employees are eligible for medical, vision, dental, group term life, voluntary term life, FSA and voluntary supplemental benefits coverage on the first of the month following the completion of 30 days of employment. The new-hire benefit enrollment period is 10 calendar days starting from the date of hire. Current employees can make changes to benefits only during open enrollment or due to a qualified life event. If an employee is on leave under USERRA, it is the employee's responsibility to cancel benefits if they are no longer needed. 		
Type	Policy	Premium Payment
Medical, Vision, Dental	<ul style="list-style-type: none"> Full-time employees must enroll during new-hire enrollment period, open-enrollment period, or due to a qualified life event. 	<ul style="list-style-type: none"> Employees are responsible for the employee portion of all benefit premiums. If an employee is on leave without pay (LWOP), for any reason, unpaid premiums must be paid through payroll deductions upon return to work. Employees who do not return to work, after LWOP, are responsible for unpaid premiums. Failure to pay premiums will result in termination of benefits. Benefits termination will be determined based on the last payroll deduction. Upon retirement, the retiree benefit premiums must be paid prior to the month of coverage.
Voluntary Term Life	<ul style="list-style-type: none"> Full-time employees may purchase additional voluntary life insurance for themselves and their dependents during the above-mentioned enrollment periods. If not selected during initial new-hire enrollment, or if there is a gap in coverage, Evidence of Insurability will be required by the insurance carrier at enrollment, and coverage will be dependent upon carrier approval. 	
Short Term Long Term Disability (STD/LTD)	<ul style="list-style-type: none"> Full-time employees may select STD/LTD during the above-mentioned enrollment periods. If not selected during initial new-hire enrollment, or if there is a gap in coverage, Evidence of Insurability will be required by the insurance carrier at enrollment, and coverage will be dependent upon carrier approval. 	
Flex Spending Account (FSA) Health & Dependent Care	<ul style="list-style-type: none"> Full-time employees may elect FSA during the above-mentioned enrollment periods. Maximums may apply. 	<ul style="list-style-type: none"> If an employee is on leave without pay, for any reason, the employee is responsible for the elected benefit deduction to be paid within the same elected tax plan year as the elected benefit. Upon return from leave, benefit deductions will be recalculated based upon the number of the remaining pay periods within the tax year. If contributions are unpaid, benefits may be terminated back to the last date of the pay period in which premiums are paid.
Health Spending Account (HSA)	<ul style="list-style-type: none"> May only be elected in conjunction with enrollment in the High Deductible Health Plan. Full-time employees may elect HSA during the above-mentioned enrollment periods. Maximums may apply. 	<ul style="list-style-type: none"> Contributions may be made by both the County and the employee. See the benefit guide for details.
Group Term Life	<ul style="list-style-type: none"> Full-time employees receive group life insurance for themselves and covered spouse/children at no cost. Dependents must be added by employee at time of enrollment. 	<ul style="list-style-type: none"> Premiums paid by employer regardless of active employee status.
Voluntary Supplemental Benefits	<ul style="list-style-type: none"> Full-time employees may purchase these additional offerings during the above-mentioned enrollment periods Evidence of Insurability may be required. Coverage is dependent upon carrier approval. 	<ul style="list-style-type: none"> If an employee is on leave without pay, premiums must be paid directly to vendors to avoid cancellation. Once the employee returns to work, premiums will be deducted from paycheck as previously scheduled
Employee Assistance Program (EAP)	<ul style="list-style-type: none"> EAP is provided to all full-time and part-time employees and offers 24/7/365 access to short-term counseling, WorkLife services, legal and financial consultations, ID theft and fraud resolution, wellness tools, and much more. 	<ul style="list-style-type: none"> EAP is provided at no cost to all full-time and part-time employees regardless of enrollment status in medical benefits. EAP extends to household members.

		<ul style="list-style-type: none"> The benefit waiting period does not apply to EAP, which is available on start date.
Retirement	<ul style="list-style-type: none"> Williamson County has a very generous retirement plan which all full-time and part-time employees are required to contribute to every pay period. 	<ul style="list-style-type: none"> See additional information on TCDRS in the Employment section. Visit TCDRS at www.tcdrs.org

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Expenditure Guidelines

Type	Policy
General Travel Information	<ul style="list-style-type: none"> An advance will not be issued for travel expenditures. All travel expenses must be supported with an itemized receipt. All purchases for airfare, hotels, car rentals, and expense reimbursements require back-up documentation indicating the business purpose of the expense. Acceptable documentation must contain the dates, location, and purpose of the trip, which could include the following: training/meeting agenda, certificate of completion, conference registration, etc. Reimbursement for transportation costs will be at the most reasonable means of transport, such as purchasing Southwest Airlines tickets at the Wanna Get Away rate. Reasonable tips, not to exceed 20%, are allowed for alternate means of transportation, such as taxis, shuttles, and Uber rides. Additional expenses associated with the extended travel (such as a Saturday night stay) may be reimbursed when the cost of airfare would be less than the cost of additional expenses (lodging, meals). Documentation is required to justify the expense. The use of travel websites such as Expedia, Priceline, Travelocity, etc., are prohibited as these expenses and taxes are not itemized, and generally do not have cancellation policies. Rental cars may be an exception if an itemized receipt is available. Colwick Travel is available for booking airfare, and there is an account setup for the County. Cancellation fees and unused travel expenses are not reimbursable unless due to a business-related reason, or a personal emergency as approved by the County Auditor. Documentation for the change must be submitted for consideration. These include fees related to changing or canceling a flight, cancellation fees related to lodging, or unused travel arrangements. Personal purchases using a p-card are not allowed. If a charge is made on a p-card for a non-reimbursable expense or a personal purchase (by mistake), employees must send a check made payable to Williamson County to the Treasurer's Office, along with a completed revenue report. A copy of this revenue report should also be included with the p-card statement documentation when submitted to Accounts Payable. Expense reimbursements & p-card statements both require their own backup documentation (who, what, when, where) as applicable.
Expense Reimbursement	<ul style="list-style-type: none"> With the exception of per diem and mileage, all requests for reimbursement require itemized receipts. Each expense reimbursement must have the employee signature and department head approval. All expense reimbursements must be received in the Auditor's Office within 60 days of the incurrence of the expense. Any items over the 60 days will be denied reimbursement, unless specifically approved by the County Judge. Tax for meals, airline tickets, hotel stays, and parking are normally the only taxes that will be reimbursed for purchases. The sales tax exemption form is available on the Auditor's Portal. Employees are responsible for repayment of inappropriately reimbursed expenses whenever an audit or subsequent review of the travel expense reimbursement documentation finds an employee submitted reimbursement contrary to these guidelines. Expenses incurred due to an employee or an elected official serving on a board or committee of an association related to County employment will only be reimbursed to the extent that the association does not reimburse. Documentation of the request for reimbursement, will need to be provided from the association along with the association's denial of the request. The Auditor's Office may request additional documentation for any or all reimbursements. Reimbursements for business travel require documentation showing the purpose of the trip, the location, the dates, and the person attending. (Who, what, when, and where) Hotel folios shall be included as backup.

Expenditure Guidelines

Type	Policy
Airfare	<ul style="list-style-type: none"> • Employees are responsible for excess cost and additional travel expenses resulting from taking an indirect route, an early departure, or a delayed return trip for personal preference or convenience. Supporting documentation showing the fee comparison at the time of reservation must be submitted with the expense. • Airfare must be paid directly to the airline or Colwick Travel, (i.e. no other travel agencies such as Expedia). • Airfare purchased on a personal credit card will be reimbursed after the trip has been completed. • Air travel delays which require an overnight stay may be reimbursed with documentation supporting the delay if the airline has refused to provide complimentary lodging. • The County will not issue reimbursements for tickets purchased with frequent flyer miles. • A maximum of 2 bags will be reimbursed. Excess baggage fees will not be reimbursed. • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc. • Southwest early bird fees are allowed. Preferred seating fees will not be reimbursed.
Car Rental	<ul style="list-style-type: none"> • Travelers may rent a car at their destination when it is less expensive than other transportation modes such as taxis, airport shuttles or public transportation. • Cars rented should be economy or mid-sized (luxury vehicle rentals will not be reimbursed). • Renting cars for travel within the County is prohibited unless otherwise approved by the Auditor's Office. • An employee may rent a car to travel to the business destination outside the County, only if the total cost of the rental is less than the mileage reimbursement cost, documentation showing the cost comparison between the rental cost and mileage may be required. • The rental car must be returned with a full tank of gas unless it has been pre-paid. Please use the less expensive option. • Rental cars must be rented from a nationally recognized company (i.e. Hertz, Enterprise, etc.). • The rental agreement and the charge card receipt (if applicable) must be turned in with the expense request. • Insurance purchased when renting a vehicle may also be reimbursed. • The County has a government account with Enterprise, which includes insurance. Contact the Auditor's Office for the account number. It is strictly for business purposes. • A motor vehicle rental tax exemption certificate should be completed and turned in at the time of the rental for all vehicle rentals inside Texas (form located on the Auditor's Portal).
Personal Car Usage	<ul style="list-style-type: none"> • Any county official or employee who is authorized to use their personal vehicle to travel on official County business may be entitled to receive a reimbursement equal to the standard mileage rate allowed by the IRS. • For changes in work site, mileage is only reimbursed between County offices, it is not reimbursed when initially reporting to an alternate work location or returning home from the alternate work location. • Mileage will be reimbursed based on the most common route, including toll roads (if a detour, note the detour and the additional mileage due to the detour). • For out of state travel, the County will reimburse personal auto mileage not to exceed what would have been the applicable airfare (Southwest Wanna Get Away) plus estimated ancillary charges such as airport parking, rental car, etc. • Reimbursement for mileage is prohibited between place of residence and assigned place of work. • Mileage should be calculated from an employee's regular place of work or residence, whichever is the shorter distance when traveling to a meeting, conference, or seminar. • When more than one employee travels in the same vehicle, only the driver may claim mileage reimbursement. • To be reimbursed for the use of a personal vehicle, travelers must provide the following information on their expense report, per IRS guidelines: date, location traveled to and from, purpose of travel and number of miles traveled. • Airport parking fees are limited to \$15 per day (ABIA economy lots are least expensive). • Tolls and parking fees, if reasonable, are reimbursable. Receipts are required for reimbursement of parking fees. If a receipt is not obtainable, then written documentation of the expense must be submitted for reimbursement. • It is the responsibility of the employee to keep track of mileage. • Employees assigned to a County vehicle are not eligible for mileage reimbursement. • Operating and maintenance expenses, as well as other personal expenses (such as parking tickets, traffic violations, car repairs and collision damage) are not reimbursable.

Expenditure Guidelines

Type	Policy												
Lodging	<ul style="list-style-type: none"> • Third party reservation sites are prohibited as these expenses and taxes are not itemized, may include hidden booking fees, and generally do not provide cancellation policies. • Lodging expenses are reimbursed only if travel is beyond a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626. • Government rate or least expensive rate should be requested at all times. • Hotel accommodations require an itemized hotel folio as a receipt. • When lodging is shared by two or more employees, the names of the authorized travelers should be noted on the receipt. • Personal telephone charges, whether local or long distance, are not reimbursable. • Single room rate charge plus any applicable tax is reimbursable, no exceptions. • Valet parking is not allowed when self-park is available and accessible at the hotel, unless safety is a concern. • When placing the reservation, only hotel required deposits may be placed on the p-card. The remainder must be paid at time of check out. 												
Meals	<ul style="list-style-type: none"> • Meals are reimbursable only for County business trips that are outside the County with the exception of: <ul style="list-style-type: none"> • Commissioners Court meetings that extend beyond 1:00 p.m. • Off-site staff development opportunities that are held within the County. • Meal reimbursements are limited as follows: <table border="1"> <thead> <tr> <th>Travel Type</th><th>Daily Meal Reimbursement Maximum</th></tr> </thead> <tbody> <tr> <td>Day-trip (work concluded by 8:00 pm)</td><td>\$25</td></tr> <tr> <td>Day-trip (work extends beyond 8:00 pm)</td><td>\$59</td></tr> <tr> <td>Overnight travel (excluding return travel date, see below)</td><td>\$59</td></tr> <tr> <td>• Day of return (travel concluded by 8:00 pm)</td><td>\$25</td></tr> <tr> <td>• Day of return (travel extends beyond 8:00 pm)</td><td>\$59</td></tr> </tbody> </table> • The reimbursement of meal costs for day-trips will be reimbursed on the employee's paycheck and will be processed as taxable income. • All meals not associated with an overnight stay are taxable. • If an overnight stay occurs out of County, but the stay does not exceed a 45-mile radius from the Historic Courthouse, an employee may claim an amount up to the \$59.00 overnight allowance for meals, lodging will not be reimbursed. • Any meals related to business travel cannot be charged to the p-card except in certain cases, approved in advance by the Auditor. • Meal receipts are not required for per-diem. • Alcoholic beverages are not reimbursed. • If employment duties require traveling to alternate work locations within the County, meals are not reimbursable. • Meals purchased for entertainment/business purposes are not allowed. • Meal reimbursements are paid for County employees only. 	Travel Type	Daily Meal Reimbursement Maximum	Day-trip (work concluded by 8:00 pm)	\$25	Day-trip (work extends beyond 8:00 pm)	\$59	Overnight travel (excluding return travel date, see below)	\$59	• Day of return (travel concluded by 8:00 pm)	\$25	• Day of return (travel extends beyond 8:00 pm)	\$59
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• Day of return (travel concluded by 8:00 pm)	\$25												
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Expenditure Guidelines

Type	Policy
Continuing Education & Training	<ul style="list-style-type: none"> • If the County requires an employee to attend a training/certification program directly related to their job description, the County may pay for the full or partial cost of the program including any training materials, exam, or licensing fees. • If the County pays for any portion of the class/training program and other fees, the employee must complete the requirements of the program including passing any exams required or the employee may be required to reimburse the County. • Recertification of any required job-related certifications may be paid for by the County and are limited to two times for each renewal period. • The employee will be responsible for paying any further recertification costs if unsuccessful on the first two attempts and the employee will not be reimbursed. • Employees must have written approval from the Department Head/Elected Official for all second attempts for recertification. • The funds for these items must be available in the departments training budget.
Tuition Reimbursement	<ul style="list-style-type: none"> • The County may pay for tuition, related to obtaining a degree directly relevant to County business, as defined by the office or department involved, and pre-approved by the County Auditor for full-time employees. • The training course(s) must provide skills and/or knowledge directly related to the job description. • A copy of the job description and the course description must be submitted with the approval request. • The funds for these items must be available in the appropriate department's training budget • If approved, the County will reimburse only the actual number of credits per each course up to a total of 6 credit hours per fiscal year. • After completing the course(s)/testing and achieving a passing grade, per course requirements, employees may apply for reimbursement of 100% tuition or testing fees, not to exceed that which would be payable at a state supported college or university.
Off-Site Staff Development	<ul style="list-style-type: none"> • Off-site staff development is a period away from normal activities for study and instruction under a professional trainer or a subject matter expert. • Off-site staff development is limited to twice per fiscal year, per department/division. At least one of the off-site trainings must be at a County facility (Conference Room, Park, etc.). • The total cost for off-site staff development should not exceed the normal and/or customary cost for individual employee training expenses and meal reimbursements should not exceed the daily per-diem rate (per employee). • A list of attendees must be submitted for documentation as required by IRS Publication #463 (a sign-in sheet is required). • An agenda must also be submitted with expenses.
Seminars & Conferences	<ul style="list-style-type: none"> • All training should be obtained at the closest possible location. • If an employee is registered to attend a training opportunity and is subsequently not able to attend, a County substitute should attend in their place, or a refund shall be requested. • Only job-related training will be approved by the department involved. • An employee can request payment directly to the seminar/conference by submitting a check request form to the Accounts Payable department with proper backup documentation, may take up to 20 days for processing. • Employees will not be reimbursed for registration fees until after the conference/training has taken place. • A receipt is required for all fees related to the conference/training.

Expenditure Guidelines

NON-REIMBURSABLE EXPENSES

Type	Examples
Personal Purchases	<ul style="list-style-type: none"> • Damage to personal items (clothing, vehicle, etc.). • Personal phone calls. • Laundry services or personal clothing. • Personal doctor bills, prescriptions, and other medical services. • Entertainment, movie rentals, saunas, massages, or exercise facilities. • Baby-sitter fees, personal kennel costs, pet or house-sitting fees. • Expenses incurred by a spouse or other individual accompany you on a business trip.
Meals Food Drink	<ul style="list-style-type: none"> • Coffee, tea, and other related items used by employees while in the office. • Alcoholic beverages/tobacco products. • Drinking water services. • Refreshments for office parties, retirements, etc. (Excludes Employee Fund Allowable Events).
Travel	<ul style="list-style-type: none"> • Short-term or valet parking at the airport (other than short-term parking related to prison transports). • Airport parking should not exceed \$15 per day. Economy B-G lots are long-term parking lots at ABIA and are approved for County employee parking. • Non-Airport Parking: Valet service is not an option unless safety is a concern or self-park is not available. • Mileage to/from County functions not related to official County business (ex: retirement party). • Transportation to places of entertainment or similar personal activities. • Excessive weight baggage fees or cost associated with more than two airline bags. • Upgrades to airfare, hotel or car rental.
Miscellaneous	<ul style="list-style-type: none"> • Expenses related to County Government Week or holiday decorations. • Flowers/Plants. • Greeting, thank you, or holiday cards. • Fines and/or penalties. • Credit card delinquency or service fees. • Lifetime memberships to any association. • Donations to other entities. • Any items or fees that could be construed as campaigning, i.e., Chamber of Commerce or other civic organization dues, mileage, or meals; fees for parade entry; items with elected officials name (other than letterhead). • Sales tax on goods purchased. • Community outreach items exceeding \$5 per item. • Purchases or services directly related to weddings performed by a judge.

Per section 52 of the Texas State Constitution, all items using County Funds must serve a direct benefit to the County. Any non-reimbursable expense or charge on the County Procurement Card must be reimbursed to the County as soon as possible.

Expenditure Guidelines

Type	Policy
<p style="text-align: center;">Uniforms</p>	<p>The relevant elected official will issue uniforms for law enforcement and corrections personnel, subject to policies. Uniforms for all County personnel are subject to the following County-wide policy*:</p> <ol style="list-style-type: none"> 1. Employees will not be issued a uniform, unless the department head has determined that the wearing of a uniform is a reasonable job requirement. 2. All uniforms will be distinctive and not adaptable for personal use. Items that can be easily converted to everyday use, such as jeans and most footwear are taxable to both the employee and the employer. The employee will be taxed for these types of purchases on their paycheck. 3. The uniform must be worn at all times while on duty, required by management as a condition of employment. The uniform may also be worn while traveling directly to or from a location where the uniform is required or while on an authorized meal or other break. The uniform may not be worn at any other time. 4. All uniforms and other County property must be promptly returned if County employment ends. 5. Employees will not be issued a uniform without written acknowledgment of this policy. 6. Current budgeted funds cannot be expended for uniforms except in compliance with this policy. 7. The department must prove footwear is needed for health and safety reasons, and get approval from the Budget Office prior to the purchase. This approval must be sent with invoice. <p>*The Commissioners Court must approve uniform funding for any official, employee, or reserve deputy.</p>
<p style="text-align: center;">Other Expenses</p>	<ul style="list-style-type: none"> • A department may purchase small appliances (i.e. microwaves, refrigerators) for the convenience of their employees. • Only paid receipts will be reimbursed. • For additional details on ineligible expense items refer to the County Budget Order. • If a receipt is unattainable or is lost, a written statement must be submitted for the expense. • Detailed invoices are required for p-card charges. Order confirmations are not acceptable.
<p style="text-align: center;">Employee Recognition Expenses</p>	<ul style="list-style-type: none"> • Employee recognition expenses should be nominal in nature and will only be reimbursed up to the amount designated in the Budget Order. • Employees can be taxed for these items. • In order to avoid an item being taxable, recognition items must clearly identify the purpose. The following purchases will be allowable: • Employee Recognition: <ul style="list-style-type: none"> ○ Plaques, awards or certificates of recognition for service ○ Plaques, awards or certificates of recognition for retirement ○ Plaques, awards or certificates of recognition for exemplary job performance • Employee requirements: <ul style="list-style-type: none"> ○ \$60 for employees with up to 15 years of service ○ \$120 for employees with more than 15 years of service ○ No reimbursement of sales tax will be allowed. ○ Refer any questions to the Auditor's Office for clarification of purchases in this area prior to incurring expenses. ○ The purchase of gift cards, refreshments, except as indicated in the Budget Order (cakes, drinks, etc.), or meals is not allowable as they are taxable items.

Compensation

Compensation Philosophy

~~The objective of the County compensation system is to~~ Williamson County strives to be an employer of choice and demonstrates the honor and value we place on working in public service. Accordingly, the County's total compensation policy is to be competitive within the relevant, comparable labor markets by:

- Basing our minimum salaries on the market median
- Recognizing outstanding performance and organizational contributions through the use of the merit pay policy
- Maintaining the public trust in the County's financial stewardship
- Ensuring accountability for compliance with all Federal, State and local laws, as well as County policies

Salary Study

It is the intention of the Commissioners Court that a comprehensive salary study be conducted for every position classification at least once every ~~five~~ three fiscal years. Some positions may be reviewed externally or more often based on factors including high turnover, recruitment difficulty or market demand.

**Changes will not be made outside of the salary study process unless the position fits the reclassification/conversion criteria or there is a change in ~~reporting structure~~ senior leadership.*

Participant	Role and Responsibility	Policy/Process
Commissioners Court	<ul style="list-style-type: none"> • The Commissioners Court shall set the amount of compensation, office and travel expenses, and all other allowances for County and precinct offices and employees who are paid wholly from the County funds. 	<ul style="list-style-type: none"> • Sec. 152.011, Texas Local Government Code
Human Resources	<ul style="list-style-type: none"> • Maintains all official job descriptions. • Works closely with departments/offices to clearly understand structure & how each position fits within the organization. • Identifies positions to be reviewed during the current salary study. • Gathers & analyzes market data. • Provides recommendations to the Commissioners Court. 	<ul style="list-style-type: none"> • The position classifications that have been identified for the study will be presented to Commissioners Court. • Kick-off <u>An initial presentation</u> & other meetings, as necessary, will occur between HR & participating departments/offices throughout the salary study. • Job descriptions & job analysis tools will be reviewed and/or updated prior to data collection. <u>Job Analysis Tools will only be required for conversions/reclasses. Minor updates may be made to existing job descriptions.</u> • Requests will be sent to the identified market entities (see Market below). • Data received will be analyzed & compiled. • Pre-recommendation meetings will occur between HR & department/offices. • Recommendations will be presented to Commissioners Court. • Post recommendation hearings will be scheduled for <u>d</u>Departments/offices that wish to address Commissioners Court <u>would place an item on the agenda through the normal process.</u> • Job descriptions will be finalized. • All changes will be effective in the new fiscal year following Commissioners Court approval.
Departments / Offices	<ul style="list-style-type: none"> • Each department/office will select a designated point of contact. • Works closely with HR to ensure that the organization structure and positions are fully understood. 	<ul style="list-style-type: none"> • Attends meetings throughout the process. • Completes job analysis tools as needed.
Market (Based on population, entity structure and/or geographic location)	<ul style="list-style-type: none"> • Provides substantiated market data for the identified positions. 	<p>Counties used for the study will be: Bell, Brazoria, Hays, Montgomery, Fort Bend, Denton, Collin & Travis</p> <p>Cities used for the study will be: Cedar Park, Georgetown & Round Rock</p> <p>For L Chart only:</p>

		<p><u>Cities used will be:</u> Georgetown, Cedar Park, Round Rock, Leander, and Hutto.</p> <p>For C Chart only:</p> <p>Counties used will be: Hays, Travis, and Burnet.</p> <p>*This list may be amended as needed based on unique attributes of some position classifications</p>
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Salary Study Findings

Human Resources is responsible for conducting the salary study and making recommendations to Commissioners Court based on the findings. Recommendations require Commissioners Court approval for implementation.

Recommendation	Policy/Process
Title Change	<ul style="list-style-type: none"> A title change may be recommended when it is determined that a new title would better reflect the required job duties, responsibilities and/or market standards. Some job titles are unique and therefore can only exist in the departments/offices that manage the services of those position types (example: the position title "Corrections OfficerDeputy" can only exist within the Sheriff's Office).
Pay Grade Increase	<ul style="list-style-type: none"> Pay grade increases may be recommended when the salary study data indicates that the current minimum salary is below market median. Employees moving up in pay grade will be adjusted to the minimum of the new grade, if current salary is a lesser amount.
Pay Grade Decrease	<ul style="list-style-type: none"> Pay grade decreases may be recommended when the salary study data indicates that the current minimum salary is above market median. <u>An employee with a current salary that is above the new pay grade maximum will not receive a reduction in pay, however, merit eligible positions will be limited to a lump-sum merit.</u> <u>When the position is vacated, the new offer cannot exceed the pay grade maximum and other hiring policies apply.</u>
FLSA Exemption Status	<ul style="list-style-type: none"> Fair Labor Standards Act (FLSA) exemption status will be updated when it is determined that the position is currently misclassified, as required by law. The update will occur at the beginning of the next pay period following the determination for any position that must be changed from exempt to non-exempt and as determined most appropriate for a change from non-exempt to exempt. Compensatory time will be paid at the time of the update for positions changing status from non-exempt to exempt.

Compensation

Pay Frequency and Work Week

Payday is every other Friday, or the last business day prior to any holiday that falls on a Friday.

- A pay period consists of two weeks' pay ending on the Thursday of the week preceding pay day.
- The official work week for County departments is 12:00 a.m. Friday to 11:59 p.m. Thursday unless otherwise notified.
- The official work week for the 911 Emergency Communications Department is 6:00am Friday to 5:59am the following Friday.
- The payroll calendar is located on the Auditor's Portal.

Payroll Corrections

Underpayment: Any underpayment in compensation for 16 hours of regular pay (excludes OT or supplemental pay) or less will be processed on the following pay cycle.

Overpayment: No employee is entitled to retain any pay in excess of the amount he or she has earned according to the agreed-upon rate of pay. If an employee has been paid in excess of what he or she has earned, the employee will need to return the overpayment to the County as soon as possible. Any overpayment will be regarded as an advance of future wages and absent repayment, will be offset in whole or in part from the next available paycheck(s) until the overpaid amount has been fully repaid. Each employee will be expected to sign a wage authorization agreement to acknowledge the amount and provide for the offset.

Deductions: Every effort is made to apply deductions accurately. If you have any questions about insurance/benefits deductions, contact the HR Benefits Department. If you have questions about any other deductions from your pay, please contact the Audit/Payroll Department immediately.

Discrepancies: If your pay does not accurately reflect all hours worked, you should report your concerns to Human Resources. Every report will be fully investigated and corrective action will be taken. In addition, the County will not allow any form of retaliation against individuals who report alleged violations of this policy.

Pay Schedules (Pay Charts)

Williamson County has multiple pay schedules that cover all classified positions. These pay schedules are approved by the Commissioners Court. For more information on current pay schedules refer to the internal Human Resources website.

Timeline for Compensation Changes

Salary study changes, approved COLA's, annual tenured based LE and C step increases, and any other compensation changes approved during the annual budget processes are effective the first full pay period in October each fiscal year.

If merit is allocated through HR driven bulk upload, reviews should be completed and merit keyed on the HR-provided spreadsheet. Merit can also be allocated through Oracle and entered by the department throughout the year after the bulk upload until early August.

Compensation

Court Reporters

Employment Status

Court Reporters are non-exempt employees of the County who perform primary duties for the Court and also may have secondary independent contractor jobs preparing transcripts. In this second statutory role, who ordered the transcript and when the transcript is prepared dictates whether the Court Reporter is paid wages for time worked or paid by the page for producing the transcripts.

Work Hours

When Court Reporters are working for the Court, recording and reading back court proceedings, attending court hearings, or preparing transcripts for the Court at work or on special assignment by the Court, these are hours worked that must be recorded. An example of “on assignment by the Court” includes instances where the Court Reporter is required to perform duties at the direction of the Court in another location, or when the Court instructs the Court Reporter to work away from the Court House to complete a transcript for the Court.

Court Reporters are required to accurately record actual time worked for the Court, including time when they are required to be at the Court or at any other designated place to perform work. Any hours worked beyond forty hours in the work week shall be compensated with compensatory leave, pursuant to the County’s policy. Vacation leave, sick leave, compensatory leave or holiday leave must be used for any scheduled work time missed during the pay period.

Transcripts Prepared For or Paid By the Court/State/or Local Government

Transcripts (1) prepared for the Court, any judge, another court, County Attorney, District Attorney, Attorney General, State, State Agency, Public Defender, or any other public entity or person, or (2) paid for by the County for a public entity or private attorney, are subject to the following rules:

- **Transcripts Prepared During Working Hours**
Transcripts prepared for the public entities and persons listed above as a part of the Court Reporter’s daily or assigned duties during work hours shall be paid their salary wages for all hours worked, but no additional pay per page of transcripts prepared at work.
- **Transcripts Prepared Outside of Hours Worked**
Transcripts prepared for the public entities and persons listed above, by the Court Reporter on his or her own time and outside of any other work for the Court (i.e. attending, recording and reading back court proceedings), shall be paid the maximum established per page rate for transcripts established by the Court, or State, as may be applicable, for such transcripts prepared by the Court Reporter. Time spent preparing transcripts for these parties outside of work, on the Court Reporter’s own time, is not considered time worked and no salary wages or overtime will be paid in relation to this time.
- **Private Paid Transcripts**
Private paid transcripts are ordered by third parties such as attorneys, media, etc. Preparation of transcripts, including any portion thereof, for private paid clients cannot be conducted during the normal work hours or utilizing County equipment, office space or supplies. This is an independent contractor relationship between the Court Reporter and the third-party client, and the production of the transcript must be performed outside of hours the Court Reporter performs work for the Court. The fees and collection of payment for these transcripts shall be freely negotiated between the Court Reporter and the third party client, and are not set by the judge who presided over the proceedings.

Compensation

Salary and Position Changes

The chart below indicates the policies related to pay increases and decreases due to position changes, vacancies and/or merit. All changes are contingent on budgeted fund availability. Any funds remaining in a department's merit line items will roll over each budget year unless otherwise determined by the Court. Any request outside of these policies will require the approval of Commissioners Court. The effective date for salary changes will be scheduled to align with the first day of the pay period. Contact Human Resources regarding the recommended effective date for position changes.

Salary/Position Changes

Type	Description/Policy	Pay +	Pay –	Approval Process	Additional Information
Merit	<ul style="list-style-type: none"> Merit funding can only be used for performance pay increases. Merit is awarded based on job performance which is evaluated by the applicable department head or elected official. Therefore, an employee must receive a performance evaluation in order to be eligible for a merit increase. An employee is eligible for merit after 90 days in their current Position Control Number (PCN). 	<p>Max of 7% per employee, per budget year* authorized as a merit percentage amount and added to their annual salary. If an employee reaches the maximum of their grade, a lump sum may be issued.</p>	N/A	<ul style="list-style-type: none"> Oracle workflow required. Each processing period will have a cut-off date. Employee must have completed 90 days of employment by that date. A line-item transfer form must be submitted in addition to the workflow. Merit can only be transferred out of the merit line item. Merit is not transferrable between positions. 	<ul style="list-style-type: none"> District Court Reporters, Elected Officials, Director of Juvenile Services, County Auditor, Positions on the LE and C Charts are not eligible for merit increases. Merit for small departments with 4 or fewer merit-eligible employees who do not roll up to a department with an 8000 account, will be granted merit at 1% higher than the amount approved by the Commissioners Court not to exceed 5%. (i.e. if the Court approves merit at 3%, the small departments will receive 4%) Verification of evaluation required.
Position Salary Surplus	<ul style="list-style-type: none"> Cannot be used for merit increases. Cannot be requested to be moved between positions outside of November 1 through February 15. 	Refer to filling a vacancy, promotion and/or reclassification policies.	N/A	Refer to filling a vacancy, promotion, and reclassification policies.	Contact HR for additional requirements.
Filling a Vacancy	<p>When a current employee separates from employment or position. Applies to B Chart only.</p>	A vacant position may be filled with a salary up to 15% above the minimum of the pay grade, See promotion for current employees	N/A	Oracle Workflow Required	The maximum salary for a position cannot exceed the budgeted annual salary even if the full amount may not be used during the budget year due to the position being vacant for part of the year (i.e. budgeted salary = \$30,000, position vacant 6 months = \$15,000 not used, when filled the maximum salary cannot exceed \$30,000 even though \$15,000 is unused).
Retention	An increase in pay that is awarded to an employee, as an incentive to retain them in their current position, when the employee has received a bona-fide job offer from another department or employer or there is a high risk that the employee will be recruited or seek employment for a similar position with another employer or department with a higher salary.	Maximum of 10% above the current salary*.	N/A	<ul style="list-style-type: none"> Approval by Commissioners Court; public hearing required if additional funding is needed. Change will be effective on the first pay period after Court approval. Oracle workflow required. Verification required. 	Contact HR for additional requirements.

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay –	Approval Process	Additional Information
<u>Certification Pay</u>	<u>Certification pay will be paid to eligible Telecommunicators who hold a full-time position in the Communications department with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. Certification pay does not transfer with an individual employee who leaves a Telecommunications position to accept another position.</u>	<ul style="list-style-type: none"> • \$50 per month for Intermediate Certification; • \$100 per month for Advanced Certification. • \$150 per month for Masters Certification • This pay must be added into the regular rate of pay when calculating overtime. • Certification pay may move with the employee to accommodate promotions/ position changes within the department. 	N/A	Oracle Workflow Required	<u>Must submit a TCOLE document to the Human Resources Department. Funding must be available.</u>
Career Ladder Advancement	A department with an approved career ladder may advance employees according to the parameters established in the career ladder documentation. Must be approved during the annual budget process, or between November 1 and February 15.	<ul style="list-style-type: none"> • Based on the steps in the chart or career ladder approved by Commissioners Court. • No additional funding is allocated for career ladders. Surplus salary dollars must exist within the departmental budget. • Maximum 10% above current salary. 	Based on the steps (when appropriate)	<ul style="list-style-type: none"> • Submission of request through budget software or during Nov 1 - Feb 15 timeline, with backup documentation. 	Documentation of each position that will advance along with the approved career ladder plan. Contact the HR department for additional rules.
Promotion	<ul style="list-style-type: none"> • When a current employee is hired into a different position with a higher pay grade. • No additional pay increases in the first 12 months with the exception of merit. 	Max 15% above minimum of the pay grade, or 10% above current salary, including overtime average, whichever is greater (Cannot exceed maximum of pay grade or budgeted amount for position)	N/A	<ul style="list-style-type: none"> • Oracle workflow required. • HR will partner with Payroll and provide an overtime rate. 	Promotions and Merit cannot be processed during the same pay period.
Demotion	When a current employee is hired into a position with a lower pay grade or is demoted to a lower pay grade.	N/A	Maximum decrease to the minimum of the new pay grade.	Oracle workflow required.	<ul style="list-style-type: none"> • Written justification required. • Salary may remain the same if within the new pay grade. • Demotions within 90 days in Position Control Number (PCN) will revert to prior pay rate. • Contact Human Resources for further information.
Lateral Moves	When an employee moves to a new or like position with the same grade.	Can utilize money on new position up to 15% over minimum of the grade or employee's current salary, if higher.	Can utilize money on new position up to 15% over minimum of the grade or employee's current salary, if higher.	Oracle workflow required.	Contact HR for additional requirements.

Compensation

Salary/Position Changes

Type	Description/Policy	Pay +	Pay –	Approval Process	Additional Information
Shift Transfer	<ul style="list-style-type: none"> Current employee is transferred to a different shift with a higher pay grade. Viewed as lateral move. 	Cannot exceed max of pay grade or budgeted amount on the position.	N/A	Oracle workflow required.	
Reclassification	<p>A change in one or more positions which impacts the organization chart of the department or elected office as a result of one of the following:</p> <ol style="list-style-type: none"> 1. A position conversion is a significant change (defined as 40% or more) to the job description that includes the addition or deletion of significant duties and/or responsibilities. Will include title, grade, and/or FLSA status change. If the conversion results in a position change that is not consistent with the original intent of the position, it will be reviewed by the Budget Office. 2. A minor reclassification (less than 40%) cannot occur outside of the Salary Study process, with the exception of changes that are due to turnover in a key position (elected/appointed official, department head or director) or a change to FLSA status as determined by HR. 3. Submission of reclassification request through the budget software or HR Sharepoint, as determined by the type of request with back-up documentation. <p>A position can only be reviewed for reclassifications during the annual budget, or between November 1st and February 15th.</p>	<p>Civilian positions: Minimum of the pay grade or up to 10% above current salary as determined appropriate during the approval process.</p> <p>L and C chart: Minimum of the pay grade or up to same step of current employee's tenure if slot is filled.</p>	Maximum decrease to the minimum of the new pay grade.	<p>Human Resources will review all reclassification requests and recommended changes will be placed on the Commissioners Court agenda for approval.</p> <p>*May require a public hearing</p>	<p>Support documentation required:</p> <ul style="list-style-type: none"> Current job description(s), current ORG chart, proposed job description, proposed ORG chart and justification for review (i.e. turnover, added duties, etc.).

*15% maximum annual (budget year) increase per employee (includes retention, merit, re-organization, and reclassification; does not include promotions, career ladder advancements or salary study changes). Multiple pay changes cannot be processed within the same pay period.

County Longevity Pay

(Excludes Sheriff's Office Commissioned Deputies – Law Enforcement and Corrections)

County longevity pay is based on an individual employee's length of service with Williamson County. Service time with other entities is not recognized.

- County longevity is paid biweekly and begins with the pay period following the completion of five years of employment.
- Full-time employees will accrue the following per pay period:
 - \$24.00 per pay period after five years of employment
 - \$48.00 per pay period after ten years of employment
 - \$72.00 per pay period after fifteen years of employment
 - \$96.00 per pay period after twenty years of employment
 - \$120.00 per pay period after twenty-five years of employment
- Part-time employees will no longer be eligible for County longevity effective November 18, 2016.

Statutory Peace Officer Longevity Pay

Exclusive to Sheriff's Office Commissioned Deputies – Law Enforcement and Corrections

Section 152.074, Texas Local Government Code, provides for longevity pay to eligible commissioned deputies of the Williamson County Sheriff's Office ("the Sheriff's Office"). Commissioned deputies of the Sheriff's Office accrue longevity in accordance with Section 152.074(a), Texas Local Government Code, at the rate of \$5 per month for each year of service with the Sheriff's Office (up to a maximum of 25 years). Statutory Peace Officer Longevity Pay only applies to commissioned deputies in both the law enforcement and corrections bureaus of the Sheriff's Office. Calculation of years of service includes all years of service as a commissioned deputy with the Sheriff's Office regardless of any gaps in service.

Statutory Peace Officer Longevity Pay begins following the completion of one year of employment with the Sheriff's Office as a commissioned deputy. ~~Statutory Longevity is paid bi-weekly.~~

The provisions for Sheriff's Office Longevity Pay are set by state statute and are subject to change by legislative amendment. Should any terms in this section and Section 152.074, conflict, the provisions of Section 152.074, Texas Local Government Code, shall control.

Statutory Peace Officer Longevity Pay is paid bi-weekly. Unless otherwise specified, any provisions in this manual pertaining to County Longevity Pay are not applicable to Statutory Peace Officer Longevity Pay.

Statutory Prosecutor Longevity Pay

Chapter 41, Texas Government Code, provides for longevity pay to eligible assistant district attorneys and assistant county attorneys ("assistant prosecutors"). Prosecutor Longevity Pay is available only to the extent the County receives funding from the state comptroller, as provided by Section 41.255(d), Texas Government Code. See Chapter 41 for the complete terms and conditions for Prosecutor Longevity Pay.

Assistant prosecutors are eligible for Prosecutor Longevity Pay if the assistant prosecutor:

1. is a full-time employee on the last day of the state fiscal quarter;
2. is not on leave without pay on the last day of the state fiscal quarter; and
3. has accrued at least four (4) years of lifetime credit not later than the last day of the month preceding the last month of the state fiscal quarter.

The provisions for Prosecutor Longevity Pay are set by state statute and are subject to change by legislative amendment. Should any terms in this section and Chapter 41 conflict, the provisions of Chapter 41, Texas Government Code, shall control.

Prosecutor Longevity Pay is paid quarterly, subject to receipt of the funds from the state comptroller. Employees receiving Prosecutor Longevity Pay may also be eligible for County Longevity Pay based on its requirements.

Compensation

[SECTION MOVED FROM PRIOR PAGE]

Tenure Pay Scale Compensation Policies

Positions will be included on the Tenure Pay Scale as determined appropriate by the Human Resources Department and the Elected/Appointed Official. Approval by Commissioners Court is required. All policies below are contingent on available budget or available position budget, depending on the time of year. Years of service are based on continuous service (with no break of more than 90 days as a regular employee in an approved tenure pay scale position in the Sheriff's office, the offices of the County Attorney or District Attorney, or in any Constable's office. Employees transferring between these departments may receive credit for their current step based on available budget and the approval of the hiring department and/or Commissioners.

Tenure Salary/Position Changes

- Funding is approved by the Commissioners Court during the annual budget process.

Type	Policy	Pay + Pay –	Approval Process	Additional Documentation
Annual Step/Tenure Progression	<p>Employees in tenure positions move from one step to the next on the first day of the first full pay period in October of each year, subject to funding by the Commissioners Court.</p> <p>Employees with less than six (6) months of service as of the first full pay period in October will advance to the next step after six (6) months of service at Williamson County.</p> <p>Step/tenure progression ends at the top step of each position rank.</p>	See Tenured Pay Chart	Oracle workflow required	May be required
Promotion	When a current employee is promoted to a higher-ranking position, the tenured grade step is based on years of service, provided budget availability.	See Tenured Pay Chart	Oracle workflow required	May be required
Demotion	When a current employee is demoted to a lower ranking position, the tenured grade step is based on years of service.	See Tenured Pay Chart	Oracle workflow required	May be required

Compensation

Tenure Salary/Position Changes

- Funding is approved by the Commissioners Court during the annual budget process.

Type	Policy	Pay + Pay –	Approval Process	Additional Documentation
Certification Pay	Certification pay will be paid to non-elected commissioned peace officers and eligible corrections officer (County Jail) who hold a full-time active-duty position in a law enforcement or corrections capacity with the County. Payment for an entire fiscal year beginning on October 1st will be based on the level of certification held as of September 15th of the preceding fiscal year. For new hires, certification pay will be paid based on certification level at the date of hire. This pay must be added into the regular rate of pay when calculating overtime. Certification pay does not transfer with an individual employee who leaves a corrections officer position to accept a law enforcement position, nor does it transfer with an individual employee who leaves a law enforcement position to accept a corrections officer position except when the corrections officer position is that of a Bailiff.	<ul style="list-style-type: none"> Law enforcement officers: <u>\$50 per month for Intermediate Certification; \$60-100</u> per month for Advanced Certification; <u>\$90-150</u> per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime. Corrections officers: <u>\$50 per month for intermediate certification; \$60-100</u> per month for Advanced Certification; <u>\$90-150</u> per month for Masters Certification. This pay must be added into the regular rate of pay when calculating overtime. Certification pay may move with the employee to accommodate promotions/ position changes within the department. 	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Filling a Vacancy	All personnel newly hired from outside Williamson County for positions subject to tenure chart at the first pay increment for the position for which they are hired, unless they qualify for a prior service credit.	Credits for Prior Service may apply. See Prior Service Credit.	Oracle workflow required	Must submit a TCOLE document to the Human Resources Department. Funding must be available.
Prior Service Credit	Qualified law enforcement applicants and current officers can receive prior service credit.	<ul style="list-style-type: none"> Maximum amount for external hire is current funding on vacant position. Prior service credit is only granted at original date of hire or when an existing employee receives a promotion. 	TCOLE service verification must be submitted.	TCOLE Service Verification required.
Transfer from Law Enforcement to Corrections	Law enforcement officers who transfer from the law enforcement division to the corrections division will be placed at the pay increment corresponding to their time of continuous tenured service (with no break of more than 90 days in both corrections and law enforcement with Williamson County, if the proper Corrections certification is obtained.)			

Employee Responsibilities

Personal Conduct	
Type	Policy
Tobacco Free Workplace	Williamson County is a tobacco free workplace. The use of tobacco and non-tobacco products such as vapor, e-cigarettes and the use of chewing tobacco or like products is prohibited on all Williamson County premises. Employees who violate this policy are subject to appropriate disciplinary action up to and including termination of employment.
Drug and Alcohol Testing Policy	Williamson County is committed to a safe workplace. In compliance with Federal and State laws pre-employment, random and post-accident (or near accident) drug and/or alcohol testing may be required for potential or current employees in positions that are mandated by law. Additionally, drug and/or alcohol testing may be required for positions identified as safety sensitive or for reasonable suspicion. Reasonable suspicion includes the report of observation of drug/alcohol use or the suspicion of such, determined by the employee's supervisor. The supervisor must then consult with the Human Resources Department.
	Refusal Refusal to submit to a drug test may result in immediate termination of employment.
	Positive Results
	Employees with a positive test result may be subject to immediate termination, if determined appropriate based on factors related to the matter (i.e. safety concerns, job performance, etc.)
	Pre-Employment An applicant with a confirmed positive drug test will not be hired and cannot be considered for employment for a period of one year after the confirmed positive result.
	Random <u>First Offense</u> – An employee with a confirmed random positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation is provided a determination of continued employment will be made by the Department and Human Resources. <u>Subsequent Offenses</u> – Any employee with a confirmed random positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. <u>Post-Accident/Near Accident</u> – Any employee with a confirmed post-accident drug/alcohol test will be terminated immediately.
	Reasonable Suspicion <u>First Offense</u> – An employee with a confirmed reasonable suspicion positive drug/alcohol test will be required to attend drug/alcohol counseling/treatment at their own expense and provide documentation of completion. Failure to attend and complete counseling/treatment will result in immediate termination of employment. Once documentation is provided a determination of continued employment will be made by the Department and Human Resources. <u>Subsequent Offenses</u> – Any employee with a confirmed reasonable suspicion positive drug/alcohol test will be subject to random testing on a frequent basis if re-instated after initial completion of treatment. Further positive test results will result in immediate termination. If an employee feels that they may have a drug or alcohol problem, they may contact Human Resources or the Employee Assistance Program for information on available resources.

Employee Responsibilities

Personal Conduct	
Type	Policy
Sexual Harassment	<p>Sexual harassment is prohibited and is an unlawful employment practice in violation of Title VII of the Civil Rights Act of 1964. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:</p> <ul style="list-style-type: none"> • Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment. • Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or such conduct has the purpose or effect of unreasonably interfering with an individual's performance or creating an intimidating, hostile, or offensive work environment. • Off duty actions may constitute sexual harassment. <p>Examples of sexual harassment:</p> <ul style="list-style-type: none"> • Unwelcome sexual advances, propositions, sexual comments or suggestive or lewd remarks. • Physical assaults or other physical conduct of a sexual nature, including unwanted hugs or touches. • Sexual displays or publications anywhere in the workplace, including derogatory or pornographic posters, pictures or drawings. <p>Other prohibited harassment:</p> <ul style="list-style-type: none"> • Any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, color, gender, religion, national origin, disability, age or sexual orientation when such conduct is so severe or pervasive that it unreasonably interferes with an individual's work performance and creates an intimidating, hostile or offensive work environment. <p><i>Each official, department head, supervisor, and employee has the responsibility to maintain a work environment free of such harassment and to report or file a complaint as soon as possible. Officials and employees involved in a sexual harassment situation are required to cooperate in any investigation that occurs.</i></p> <p>Employees who believe they have been sexually harassed should report their complaint immediately. Verbally inform one of these individuals:</p> <ul style="list-style-type: none"> • Their supervisor • The next level of management above their supervisor • The Human Resources Department <p><u>Reporting:</u> All complaints received by any elected official, department head, or supervisor must be immediately reported to Human Resources. Violations may result in disciplinary action up to and including termination of employment. All complaints will be investigated.</p> <p><u>Disciplinary Measures:</u> Where an investigation reveals that allegations of unwelcome harassment are true, appropriate remedial action, including discipline, will be taken. All disciplinary measures will be implemented promptly and shall be commensurate with the person's conduct. The remedies vary depending on the entire facts and circumstances found by the investigation.</p>
Arrest/Criminal Conviction	<p>Employees are required to report arrests, convictions and changes in the status of any criminal proceedings immediately to their supervisor and department head or elected official. Failure to notify the appropriate authority may result in immediate termination.</p>

Employee Responsibilities

Personal Conduct	
Type	Policy
Political Activity	<p>Employees are encouraged to vote and to exercise other responsibilities of citizenship consistent with state and federal law and these policies. Employees are not required to contribute to any political fund or render any political service to any person or party. Employees will not be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. Employees may <u>not</u>:</p> <ul style="list-style-type: none"> • Use official authority or influence to interfere with, or affect the result of, an election or nomination for office. • Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer (or employee) to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose. <p>County employees, except elected officials, may not participate in political activities while on County duty. Employees are expected to remove County uniforms and identification, including rank and/or title, before participating in a political activity. In addition, no County-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity. This section does not apply to the use of the Courthouse, Courthouse grounds or County buildings when used for the purpose of political announcements approved by Commissioners Court.</p>
Solicitation	<p>Persons not employed by Williamson County may not solicit or distribute literature in the workplace at any time for any purpose. Williamson County recognizes that employees may have interests in events and organizations outside the workplace; however, may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch breaks, or any other periods in which employees are not on duty.) In addition, the posting of written solicitations is limited to County bulletin boards. An employee should check with the department head or elected official for approval. Solicitations using electronic systems, including County email, are prohibited and subject to the Electronic Systems Use Policy.</p>
Retaliation	<p>If an employee reports a violation of the law to an appropriate law enforcement authority, they cannot be suspended, terminated, or otherwise discriminated against by the County or an Elected Official. This policy prohibits retaliation against public employees who report official wrongdoing including sexual harassment.</p>
Attendance	<p>Employees are expected to be at work, on time and to complete their scheduled shifts. Employees that miss three consecutive shifts without notification will be separated from employment and considered to have resigned without notice.</p>
Gifts/Gratuities	<p>The Texas Penal Code Section 1.07(a)(41) and Texas Penal Code 36 include specific definitions and details regarding gifts, gratuities and bribery for public servants. A public servant means a person elected, selected, appointed, employed, or otherwise designated as one of the following (even if they have not yet qualified for office or assumed duties):</p> <ul style="list-style-type: none"> • An officer, employee, or agent of government. • A juror or grand juror. • An arbitrator, referee, or other person who is authorized by law or private written agreement to hear or determine a cause or controversy. • An attorney at law or notary public when participating in the performance of a government function. • A candidate for nomination or election to public office. • A person who is performing a governmental function under a claim of right, although they are not legally qualified to do so. <p>It is the responsibility of the employee, officer or agent of the government to read and understand all aspects of the Texas Penal Code Section 1.07 and Texas Penal Code 36 that relate to gifts, bribery and acceptance of honorarium.</p>
Outside Employment	<p>Outside employment is acceptable, as long as it is outside the hours they are scheduled to work for the County. Also, as long as such employment does not violate state laws concerning abuse of office or employment, interfere with normal duties, and does not constitute a breach of ethics or conflict of interest.</p>

Employee Responsibilities

Discipline

Discipline may include both corrective action and more conclusive measures, up to and including termination. The appropriate level of discipline will be determined based on the facts of the disciplinary violations. Below are some examples of violations of workplace conduct:

- Insubordination
- Conduct unbecoming of a County employee
- Abuse of sick leave
- ~~Conviction of a crime~~
- Violence in the workplace
- Poor attendance
- Theft
- Falsification of records
- Harassment
- Discrimination
- Retaliation
- Conflict of interest
- Infraction of County or department policy
- Improper use of County technology

This list is not all inclusive

[Moved to precede Grievance Policy] Social Media

While Williamson County encourages employees to enjoy and make good use of your off-duty time, certain activities may become a problem if they affect their work. An employee's online presence can reflect on Williamson County. The lines between public and private, personal and professional information are blurred in this context. Be aware that comments, posts, or actions captured via digital or film images can affect the image of Williamson County. If an employee is posting to personal networking sites and speaking about job-related content or about the County, the employee should identify him/herself and use a disclaimer to make it clear that the views are not reflective of the views of County. Subject to the restrictions below, generally, employees may use personal social media any way they choose. With these goals in mind, employees must follow these rules in their use of social media, both on and off duty:

- Employees are prohibited from publishing any personal information about themselves, another employee of Williamson County, applicants, or an associate of Williamson County in any public medium (print, broadcast, digital, or online) in any format (written, video or image) that:
 - Has the potential or effect of involving themselves, co-workers, or Williamson County in any kind of dispute or conflict with other employees or third parties.
 - Interferes with the work of any employee.
 - May create a harassing, demeaning, or hostile working environment for any employee.
 - Disrupts the smooth and orderly flow of work within the office, or the delivery of services to Williamson County's taxpayers or customers.
 - Harms the reputation of Williamson County among its taxpayers or in the community at large.
 - States falsities or is defamatory of others and the County.
 - Reveals information that should be treated as confidential (by law) and/or information regarding the personal or private conduct, health information, and affairs of that person and interaction with other people that is unrelated to the person's job performance or official duties for Williamson County is personal information.
- Workplace personal conduct standards, including but not limited to equal opportunity, anti-harassment and anti-discrimination, apply at all times. This prohibits posts containing obscene or sexually explicit language, images, acts and statements. Other forms of postings that ridicule, malign, disparage or otherwise express bias against any race, religion, disability, ethnic origin, sexual orientation or any other protected class of individuals are also prohibited.
- Employees may not use County equipment or facilities for non-work-related activities or business including social media. Personal social media activities should not be conducted while working or on the clock.
- Conducting oneself in such a way that his/her actions and relationships with others could become the object of gossip in the office, or causing unfavorable publicity for Williamson County in the community, is prohibited.
- If an employee creates a personal blog, they must provide a clear disclaimer that the views expressed in the blog are theirs alone, and do not represent the views of Williamson County. All information published on any blog(s) or other posting(s) should comply with Williamson County confidentiality and disclosure policies. This also applies to comments posted on other social networking sites, blogs and forums.
- The Commissioners Court strongly recommends all County Departments/Offices abide by the Social Media Policy above.
- Any violations of this policy are subject to disciplinary action, up to and including termination.

Employee Responsibilities

Grievance Policy and Procedure

Summary

This guidance does not alter the employment-at-will relationship in any way. Final decisions on grievances will not be precedent setting or binding on future grievances, unless they are officially stated as County policy. When appropriate, the decisions will be retroactive to the date of the employee's original grievance.

Procedure for Employees in Elected Office Departments

For employees in offices of Elected Officials, the grievance process defined by the Elected Official should be followed. Elected Officials are the final appeal level for their respective departments.

For procedures to follow in the event of a grievance by an elected official, see:

- Chapter 152, Sec. 152.014 Local Government Code Informal Grievances

Procedures for Employees in Non-Elected Office Departments

Employees may file a grievance at any time and cannot be retaliated against for the filing of the grievance. Employees are encouraged to discuss any issues with their supervisors/managers prior to filing a grievance.

An informal grievance is presented verbally. The first step in the informal grievance procedure:

- Attempt to resolve the grievance by an informal conference with the Supervisor.
- However, if the official or department head is the wrongdoer in instances of harassment, retaliation, or potential whistle blower activity the employee should immediately contact the Human Resource department.
- If the informal conference does not result in a satisfactory resolution of the problem, the formal grievance steps should be followed.

Employee Responsibilities

Grievance Policy and Procedure

Formal Grievances

The steps for a formal grievance are as follows:

1. Must be in writing, signed and presented to the supervisor of the employee submitting the grievance, within 20 business days after the alleged issue occurred. A statement of the specific corrective action requested must be included in the written grievance. Grievance may be emailed to their supervisor, however, a copy must be printed, signed, and dated and given to their supervisor.
 - In the event that it would be inappropriate to address the grievance with said supervisor, such as when the supervisor is the wrongdoer, the employee should go to the Appointed Official/Department Head.
2. If the Appointed Official/Department Head is the wrongdoer in instances of harassment, retaliation, or potential whistleblower activity, the employee should contact Human Resources. The grievance will be investigated by Human Resources and they will meet with the parties involved, and propose a resolution to the employee within 20 business days. After being presented with a written and signed grievance, the supervisor will:
 - Immediately notify the Department Head and the Human Resource Department.
 - Meet with the employees involved and other people necessary to gather the facts.
 - Attempt to resolve the grievance with the employee.
 - Communicate the proposed resolution in writing to the employee and copy the Appointed Official/Department Head and Human Resources within 20 business days after the receipt of the grievance.
3. If the employee filing the grievance does not receive a written resolution from the supervisor within 20 business days, from the date the grievance was filed or is not satisfied with the proposed resolution, then:
 - They must file a written appeal, within ten business days, with the Appointed Official/Department Head along with a copy to the Human Resource Department.
4. The Appointed Official/Department Head will review the facts and the file, and may investigate the charges personally or through a designee.
 - The person(s) conducting the investigation may meet with the parties involved.
 - The Appointed Official/Department Head will respond in writing to the employee within 20 business days of the date the appeal was received.
5. If the Appointed Official/Department Head is appointed by the Commissioners Court, Juvenile Probation Board, or District Judges, and the employee who submitted the grievance does not receive a written resolution from the Appointed Official/Department Head within 20 business days of the date the grievance was appealed, (or if unsatisfied with the appointed Appointed Official's/Department Head's proposed resolution)
 - A written appeal must be filed within ten business days, with the appropriate appointing authority (i.e., Commissioners Court, Juvenile Probation Board, Elections Board, Animal Shelter Board, or District Judges) through the Human Resource Department.
6. The appropriate appointing authority will then review the facts and the file and conduct an investigation, if deemed appropriate, before deciding. The appropriate appointing authority's decision is final. Longer intervals to facilitate investigation or fact-finding on behalf of the County may be appropriate depending upon the grievance and may increase the 20 business days response time, accordingly.

DOT Regulated Drug & Alcohol Testing

Introduction

This policy outlines the responsibilities of employees, supervisors and managers with regard to drug and alcohol testing of employees in safety-sensitive positions in accordance with U.S. Department of Transportation regulations, issued under the Omnibus Transportation Employee Testing Act of 1991.

Policy Statement

It is the policy of the County to comply fully with the regulations mandating pre-use, random, reasonable suspicion and post-accident drug and alcohol testing in accordance with regulations issued by the U.S. Department of Transportation. This policy applies to employees whose job requires them to obtain and retain a Commercial Driver's License (CDL) and operate a Commercial Motor Vehicle (CMV) and/or perform safety-sensitive functions.

Designated Employee Representative:

Human Resource Generalist

Servicing the Departments of Infrastructure, Unified Road Systems and Fleet Services.

512-943-1533, humanresources@wilco.org

Definitions

Performing a Safety-Sensitive Function: Any period in which the employee is actually performing, ready to perform, or immediately able to perform any safety-sensitive functions.

Safety-Sensitive Function: Any of the on-duty functions set forth in 49 CFR 395.2, and on-duty time.

On Duty Time: All the time from the time a driver begins work or is required to be in readiness to work until the time the driver is relieved from work and all responsibility for performing work. On-duty time shall include:

- All time at the County or shipper plant, terminal, facility, or other property of the County or shipper, or on public property, waiting to be dispatched, unless the driver has been relieved from duty by the County.
- All time inspecting, servicing, or conditioning any commercial motor vehicle at any time.
- All time spent at the driving controls of a commercial motor vehicle.
- All time, other than driving time, spent on or in a commercial motor vehicle.
- All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded.
- All time spent performing the driver requirements associated with an accident.
- All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.
- All time spent providing a breath sample or urine specimen, including travel time to and from the collections site, to comply with the random, reasonable suspicion, post-accident, or follow up testing required by 49 CFR 385.2.
- Performing any other work in the capacity, employ, or service of the County.
- Performing any compensated work for a person who is not the County.

DOT Regulated Drug & Alcohol Testing

Prohibited Conduct

Alcohol Concentration

No employee shall report for duty or remain on duty requiring the performance of a safety-sensitive functions while having an alcohol concentration of 0.02 or greater, or perform or continue to perform safety-sensitive functions.

On-Duty Use

No employee shall use alcohol while performing safety-sensitive functions.

Pre-Duty Use

No employee shall perform safety-sensitive functions within four hours after using alcohol.

Use following an accident

No employee required to take a post-accident alcohol test, shall use alcohol for eight hours following the accident, or until the employee undergoes a post-accident alcohol test, whichever occurs first.

Refusal to Submit a Required Alcohol or Controlled Substance Test

No applicant shall refuse to submit to a pre-employment controlled substance test required under 382.301. No employee shall refuse to submit to a post-accident alcohol or controlled substance test required under 382.303, a random alcohol or controlled substances test under 382.305, a reasonable suspicion alcohol or controlled substance test required under 382.307, a return-to-duty alcohol or controlled substances test required under 382.309, or a follow-up alcohol or controlled substance test required under 382.311. No employee shall perform or continue to perform safety-sensitive functions, who refuses to submit to such tests.

Controlled Substance Use

No employee shall report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drugs or substances identified in 21 CFR 1308.11 Schedule I.

No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-schedule I drug or substance that is identified in the other schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner, as defined in 382.107, who is familiar with the employees medical history and has advised the driver that the substance will not adversely affect the employees ability to safely operate a commercial motor vehicle. Employees that perform safety-sensitive functions are required to inform Human Resources of any therapeutic drug use.

Controlled Substance Testing

No employee shall report for duty, remain on duty or perform a safety-sensitive function, if the employee tests positive or has adulterated or substituted a test specimen for controlled substances.

Employees in violation of prohibited conduct are not authorized by Williamson County to operate a commercial motor vehicle or perform any safety-sensitive functions.

DOT Regulated Drug & Alcohol Testing

Circumstances for Testing

Types of Tests: To the extent practicable, all tests will be conducted during employees' normally scheduled work hours. All testing required by this policy will be conducted in accordance with the Omnibus Transportation Employee Testing Act of 1991 and drug testing guidelines and regulations issued by the Department of Transportation. The following tests are performed by 3rd party medical personnel and are required:

- **Pre-employment:** All applicants with a bona-fide job offer for employment in CDL positions or that perform safety-sensitive functions, candidates for transfer or promotion to such positions are subject to screening for improper use of alcohol or controlled substances.
- **Post-Accident:** Conducted following an occurrence involving a County owned commercial motor vehicle, while performing a safety-sensitive function, whose performance could have contributed to the accident, as determined by a citation for a moving traffic violation, or resulted in bodily injury to any person, or disables one or more motor vehicles as a result of the accident, and for all fatal accidents even if the driver is not cited for a moving traffic violation. Employee must remain available for such testing or will be deemed a refusal.
 - Alcohol tests should be conducted within 2 hours, but in no case more than 8 hours, after the accident.
 - Any Employee required to be tested but needs medical assistance, must get the needed medical assistance first.
 - CDL employees must refrain from all alcohol use until the test is complete.
 - Post-accident drug tests must be conducted within 32 hours.
 - Employee is placed on paid administrative leave until the results are confirmed.
- **Reasonable Suspicion:** Conducted when a trained supervisor or manager observes behavior or appearance that is characteristic of alcohol or illicit drug misuse.
 - If a CDL employee's behavior or appearance suggests alcohol or drug misuse, a reasonable suspicion test must be conducted.
 - If a test cannot be administered, the employee must be removed from performing safety-sensitive duties for at least 24 hours.
 - Testing for alcohol abuse must be based upon suspicion which arises just before, during or just after the time when the employee is performing safety-sensitive duties.
 - Testing for substance abuse may occur at any time upon suspicion.
 - Reasonable suspicion testing may only be conducted after consultation with the Senior Director of Human Resources and/or DER.
- **Random:** Conducted on a random, unannounced basis just before, during or after performance of safety-sensitive functions for alcohol or at any time for drugs.
 - Each year, the number of random alcohol tests conducted by the County must equal at least 25% of all the safety-sensitive CDL employees.
 - Random drug tests conducted by the County must equal at least 50% of all employees that require a CDL or perform safety-sensitive functions.
- **Return to Duty:** Conducted when an individual who has violated the prohibited alcohol or drug standards returns to performing safety-sensitive duties after successful complying with the recommended treatment and education, verified by the 3rd party substance abuse professional (SAP).
 - The Sap will develop the employees follow-up testing plan; outlining for the County the number and frequency of follow-up testing that will take place. Follow-up tests are random within the follow up period.
 - Must test negative for Drug and Alcohol prior to returning to duty.
 - Follow-up testing may be extended for up to sixty (60) months following the return to duty, determined by the SAP.

DOT Regulated Drug & Alcohol Testing

Testing Procedures

- **Alcohol:** DOT rules require breath testing using evidential breath testing (EBT) devices.
 - Two breath tests are required to determine if a person has a prohibited alcohol concentration.
 - A screening test is conducted first. Any result less than 0.02 alcohol concentration is considered a "negative" test. Therefore, any result with a 0.02 alcohol concentration or greater is considered a "positive" test. If the alcohol concentration is 0.02 or greater, a second, confirmation test must be conducted.
- **Drugs:** Drug testing is conducted by analyzing a employee's urine specimen, and must be conducted through a U.S. Department of Health and Human Services certified facility, which may conduct onsite collections.
 - Specimen collection procedures and chain of custody requirements ensure that the specimen's security, proper identification and integrity are not compromised.

DOT rules require a split specimen procedure.

- Each urine specimen is subdivided into two bottles labeled as primary and split.
- Both bottles are sent to the laboratory.
- Only the primary specimen is opened and used for the urinalysis.
- The split specimen remains sealed at the laboratory.
- If the analysis of the primary specimen confirms the presence of illegal controlled substances, the employee has 72 hours to request that the split specimen be sent to another DHHS certified laboratory for analysis.

All urine specimens are currently analyzed for the following drugs:

Marijuana (THC), Amphetamines, Opioids, Phencyclidine (PCP) and Cocaine.

Testing is conducted using a two-stage process.

- First, a screening test is performed.
- If the test is positive for one or more of the drugs, a confirmation test is performed for each identified drug.
- Sophisticated testing requirements ensure that over-the-counter medications or preparations are not reported as positive results.

All drug tests are reviewed and interpreted by a 3rd party physician designated as a Medical Review Officer (MRO) before they are reported to the County.

- If the laboratory reports a positive result to the MRO, the MRO will contact the driver and conduct an interview to determine if there is an alternative medical explanation for the drugs found in the urine specimen.
- For all the drugs listed above, except PCP, there are some limited, legitimate medical uses that may explain a positive test result. The MRO will take into consideration when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
- If the MRO determines that the drug use is legitimate, the test will be reported to the Designated Employer Representative and the Senior Director of Human Resources as a negative result.
- Failure to cooperate with MRO requests will be considered a positive result.

DOT Regulated Drug & Alcohol Testing

Refusal to Submit to an Alcohol or Drug Test

Refusal to submit to an alcohol or controlled substances test means that a CDL employee:

- Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing in accordance with the provisions of this policy.
- Fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing in accordance with the provisions of this policy.
- Refuses to wash his or her hands after being directed to do so during collection of a urine sample.
- Admits to the collector of a urine sample that he or she has adulterated or substituted their specimen.
- An observed collection of a urine sample, fails to follow the observer's instructions to raise his or her clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if he or she has any type of prosthetic or other device that could be used to interfere with the collection process.
- Possesses or wears a prosthetic or other device that could be used to interfere with the collection process.
- Behaves in a confrontational way that disrupts the collection process or otherwise engages in conduct that clearly obstructs the testing process.

The examples above are not all inclusive as there are other acts and circumstances that may be deemed as a refusal under Part 40 and DOT regulations. Refusal to test is considered a positive result. Employees who refuse to submit to an alcohol or drug test are prohibited from performing safety-sensitive functions and will be placed on unpaid administrative leave.

Consequences of Alcohol/Drug Misuse and Refusals

Employees who perform safety-sensitive function that violate any of the prohibited conduct under the DOT Regulated Drug & Alcohol Testing policy or violates any other provisions of the DOT testing rules, the employee will be immediately removed from performing such duties.

- Disciplinary action, up to and including termination, may be imposed upon an employee who performs safety-sensitive functions that engages in prohibited alcohol or drug conduct or refuses to test.
 - A positive post-accident alcohol or drug test will result in termination.
 - The first time an employee alcohol test result is 0.02 or greater, but less than 0.04 will be placed on unpaid administrative leave for a minimum of 24 hours.
 - A second alcohol test with a result of 0.02 or greater, but less than 0.04 must be evaluated by a DOT approved substance abuse professional, and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
- The first time a safety-sensitive employee tests positive for alcohol use greater than 0.04 or drug use, or refuses to test, and is not terminated, they must be evaluated by an DOT approved substance abuse professional (SAP), and comply with any treatment recommendations to assist the employee with their alcohol or drug problem, at the employees expense, prior to returning to a safety-sensitive function.
 - If this employee has agreed to participate in the SAP program and Return-to-Duty testing, he/she will be placed on unpaid administrative leave, unless FMLA qualifications are met, until the SAP program has been deemed successfully completed by the substance abuse professional.
 - After successfully completing the SAP requirements, the employee may be eligible to return to work.
 - If this employee tests positive for alcohol greater than 0.02 or drug use, a second time during the return to duty testing or after successful completion of the SAP/Return to Duty program, will be terminated.

DOT Regulated Drug & Alcohol Testing

Information/Training

- All personnel responsible for supervising and managing CDL employees must attend at least two hours of training on alcohol and drug misuse symptoms and indicators used in making determinations for reasonable suspicion testing.
 - Supervisors and managers will be instructed on the detection of abuse problems and the enforcement of the testing policy.
 - Educational information will be made available on Wilco 365 which will focus on the potentially dangerous effects of drug and alcohol use and abuse, the effects on job performance measured in loss of productivity, and the potential safety hazards presented to the individual employee, other employees and the public.

Employee Assistance Program (EAP)

- All employees have access to Williamson County's EAP where they may receive assistance for alcohol or drug misuse.

This Policy is a summary of the various rules and requirements that apply under the DOT and Federal Motor Carrier Act to certain employees. In all circumstances the applicable federal rules and regulations, as they may appear from time to time, control over any contrary, ambiguous, or omission related to the County Policy. Employees with questions about any issues related to the County's Policy or applicable rules should consult with the Designated Employer Representative or the Senior Director of Human Resources.

For additional policy information contact the Human Resources Department
100 Wilco Way Suite HR101 Georgetown, TX 78626
512-943-1533

Williamson County Human Resources
Proposed FY2024 Policy Manual Updates

Page	Description of Proposed Update
7	Addition of PowerDMS as an official communication tool
8	Minor verbiage update for clarification on adjustment of earned accruals (not accrual usage)
9	Update to bereavement leave, offering up to two additional leave days for immediate family, requiring request to and approval by Human Resources
9	Deletion of Non-Exempt status designation for PSA leave hours and corresponding footer update
9	Minor verbiage cleanup in Civil and Essential Personnel leave sections
9	Grandfathered banked holiday leave hours earned before 10/1/2014 will no longer be paid out at termination of employment after 10/1/2024.
10	Minor verbiage update for clarification regarding requests for reasonable quarantine reimbursement
14	Request and preapproval by HR and Audit required for any paid admin leave related to grant-funded positions (for grant compliance purposes)
23	Update to compensation philosophy to align with strategic planning (employer of choice)
23	Update regarding salary study initial presentation
23	Salary study updates: frequency every three (3) years, external studies & clarification regarding change in senior leadership
23	Process update: Job Analysis Tool requirement for conversions/reclasses only; minor updates may be made to existing job descriptions
23	Process update: department will submit court agenda item to address Commissioners Court
24	Update job title from Corrections Officer to Corrections Deputy
24	Pay grade decrease clarification regarding vacated PCN and backfill hire within compensation policy
28	Addition of Certification Pay policy for FT Telecommunicators (Communications department)
30	Clarification on Peace Officer Longevity and addition of details on Prosecutor Longevity
31	Tenure Pay Scale Compensation Policy section moved from page 30 to page 31
32	Certification Pay OT rate details duplicated in columns 2 & 3, removed from column 2.
32	Update to certification levels and pay increments for Law Enforcement & Corrections
36	Update of bulleted infractions related to disciplinary action
37	Social Media page moved to precede the Grievance Policy pages

Commissioners Court - Regular Session**30.****Meeting Date:** 07/25/2023

compensation

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 Compensation Presentation for FY24.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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AttachmentsFY24 Compensation

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 10:42 AM

Started On: 07/18/2023 01:02 PM

FY24 Compensation

CPI.MARKET REVIEW.MERIT.ELECTED OFFICIALS' SALARIES.SALARY
STUDY.TCDRS



CPI and Historical Summary

- We utilize the Dallas and Houston area Consumer Price Index's (CPI)
 - May 2022 – 4.7% (Dallas)
 - June 2022 - 1.7% (Houston)
- Salary study process helps us to ensure our salary grade chart is staying competitive for new hires
- Tenure chart funded for law enforcement
- Cost of Living (COLA)/Merit recommendations from HR
 - FY22 – recommended COLA at 4% and merit increase at 2%; Court approved recommendations
 - FY22 – Mid year COLA of 3% to all charts was recommended by HR and approved by Court
 - FY23 – COLA of 5% and merit of 3% was recommended by HR and approved by Court

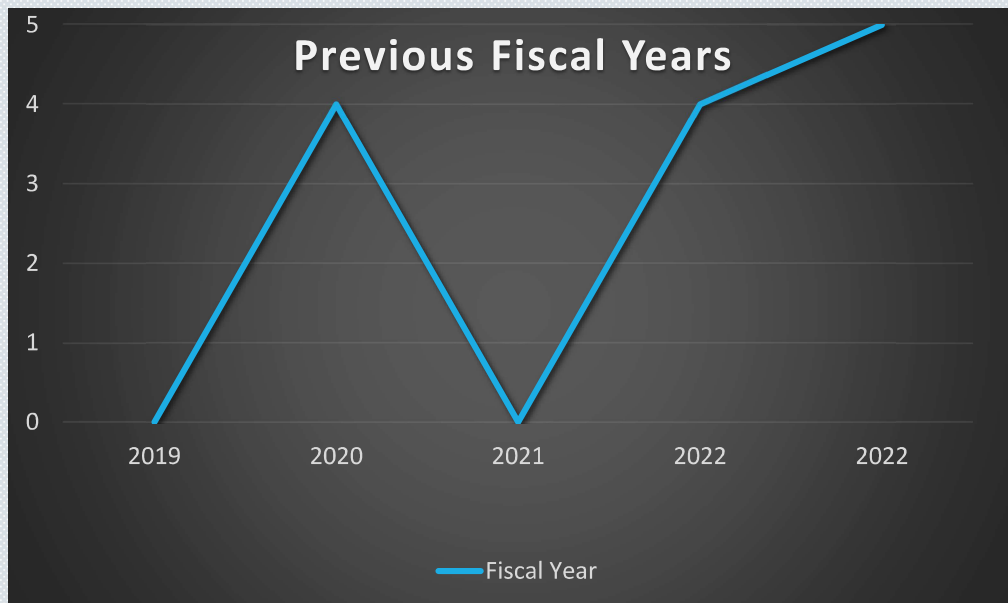


Market Review

- Data collected and reviewed from market
- FY24 merit recommendation *
- Merit would be tied to salary, lump sum only available for those at top of grade per policy
- Grant funded positions must have funding available within the grant for any increases
- New positions will be funded at 8% over the base
- L and C chart tenure increase are already in recommendations – range from 1% to 5%
- Pending requests for consideration

* Per policy, small offices would receive 1% additional as outlined in the Employee Policy Manual

Elected Officials Salaries



- Recommendation for County Elected Officials is the findings from the salary study (comparison as presented without vehicle stipends), unless otherwise defined by Code
- County Attorney salary remains flat
- One HB2384 increase this year

Salary Study Results - Round 1 – All Cycles

Reviewed 1,863 positions and 606 different classifications



- Total # of positions with grade changes

869

- Total # of classifications after salary study

445

Texas Counties and Districts Retirement System (TCDRS)

Retiree COLA

of benefit payees – 1,056

- No increase
- Flat – historically 1%
- Repeating COLA designation

Cost Scenarios

- No retiree increases or lump sum – 15.54%
- 1% increase and % = 700K lump sum – 16.05%

Rate Recommendations

- Current required rate for 2024 is 15.54%
- Included in budget recommendations is 16.05% (includes a 1% increase for retirees and a percentage increase equivalent to approx. a 700K lump sum payment)
- 2023 rate was 15.54% and a 700K lump sum, with a 2% increase for retirees
- 2022 rate was 16.18%, with a 1% increase for retirees
- 1 of 28 counties with a 250% match

Commissioners Court - Regular Session**31.****Meeting Date:** 07/25/2023

Round2

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 list of position classifications for Round 2 of the salary study.

Background

The breakdown is over a three-year cycle, as directed. Any changes proposed for that year would go into the budget software for approval during the annual budget process for the upcoming fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

draft.round2

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 11:38 AM

Started On: 07/18/2023 01:04 PM

Salary Study Cycle 2.1



Proposed Departments and Offices

Total Departments/Offices - 22

Total Position Classifications - 207

Total Positions - 650

Department/Office	Classification Count	Position Count
<input type="checkbox"/> 911 Communications	13	74
<input type="checkbox"/> Animal Services	14	36
<input type="checkbox"/> Animal Services – Grant	2	2
<input type="checkbox"/> Animal Services Donation	3	3
<input type="checkbox"/> Comm Court – Grants	1	1
<input type="checkbox"/> Emergency Management	3	4
<input type="checkbox"/> Emergency Medical Services	20	161
<input type="checkbox"/> Emergency Services	4	4
<input type="checkbox"/> Facilities Management	25	36
<input type="checkbox"/> Fire Marshal Spec Ops-Hazmat	5	5
<input type="checkbox"/> Fleet Services	11	18
<input type="checkbox"/> Information Systems	23	59
<input type="checkbox"/> JJAEP – Tier II	1	4
<input type="checkbox"/> Juvenile Grant	15	36
<input type="checkbox"/> Juvenile Services	28	128
<input type="checkbox"/> Parks	18	36
<input type="checkbox"/> Public Safety IT	7	9
<input type="checkbox"/> Tobacco Hug Program	2	3
<input type="checkbox"/> WC Radio Communication Systems	3	3
<input type="checkbox"/> Wilco Pretrial Services	6	21
<input type="checkbox"/> Wireless Communication	1	4
<input type="checkbox"/> Wmsn Co Conservation Fund	2	3



Commissioners Court - Regular Session**32.****Meeting Date:** 07/25/2023

L and C

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 moving position control numbers (PCN's) 0338, 1242, 1307, and 1246 from the B (Civilian) chart to the L (Law Enforcement) or C (Corrections) chart.

Background

PCN0338 Assistant Chief Deputy - Corrections: move from B chart to C chart

PCN 1242 Assistant Chief Deputy - Sheriff's Office: move from B chart to L chart

PCN 1307 Assistant Chief Deputy - Sheriff's Office: move from B chart to L chart

PCN 1246 Chief Deputy - move from B chart to L chart

Draft charts are attached. The change would be effective October 1, 2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Corrections

LawEnforcement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Rebecca Clemons

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 10:45 AM

Started On: 07/20/2023 09:29 AM

C STEP CHART FY24
EFFECTIVE OCTOBER 2023

CORRECTIONS OFFICER	C1-1	C1-2	C1-3	C1-4	C1-5	C1-6	C1-7	C1-8	C1-9	C1-10	C1-11	C1-12	C1-13	C1-14
Annual	\$51,000.00	\$54,570.00	\$56,752.80	\$59,022.91	\$60,203.37	\$61,407.44	\$62,635.59	\$63,888.30	\$65,166.06	\$66,469.39	\$67,798.77	\$69,154.75	\$70,537.84	\$71,948.60
Hourly	\$24.52	\$26.24	\$27.29	\$28.38	\$28.94	\$29.52	\$30.11	\$30.72	\$31.33	\$31.96	\$32.60	\$33.25	\$33.91	\$34.59
	7%		4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%

CORRECTIONS PEACE OFFICER	C2-1	C2-2	C2-3	C2-4	C2-5	C2-6	C2-7	C2-8	C2-9	C2-10	C2-11	C2-12	C2-13	C2-14
Annual	\$60,231.00	\$64,447.17	\$67,025.06	\$69,706.06	\$71,100.18	\$72,522.18	\$73,972.63	\$75,452.08	\$76,961.12	\$78,500.34	\$80,070.35	\$81,671.76	\$83,305.19	\$84,971.30
Hourly	\$28.96	\$30.98	\$32.22	\$33.51	\$34.18	\$34.87	\$35.56	\$36.28	\$37.00	\$37.74	\$38.50	\$39.27	\$40.05	\$40.85
	7%		4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%

CORRECTIONS SERGEANT	C3-1	C3-2	C3-3	C3-4	C3-5	C3-6	C3-7	C3-8	C3-9	C3-10	C3-11	C3-12	C3-13	C3-14
Annual			\$71,865.00	\$74,739.60	\$77,729.18	\$79,283.77	\$80,869.44	\$82,486.83	\$84,136.57	\$85,819.30	\$87,535.69	\$89,286.40	\$91,072.13	\$92,893.57
Hourly			\$34.55	\$35.93	\$37.37	\$38.12	\$38.88	\$39.66	\$40.45	\$41.26	\$42.08	\$42.93	\$43.78	\$44.66
				4%	4%	2%	2%	2%	2%	2%	2%	2%	2%	2%

CORRECTIONS LIEUTENANT	C4-1	C4-2	C4-3	C4-4	C4-5	C4-6	C4-7	C4-8	C4-9	C4-10	C4-11	C4-12	C4-13	C4-14
Annual					\$88,795.00	\$90,570.90	\$92,382.32	\$94,229.96	\$96,114.56	\$98,036.85	\$99,997.59	\$101,997.54	\$104,037.49	\$106,118.24
Hourly					\$42.69	\$43.54	\$44.41	\$45.30	\$46.21	\$47.13	\$48.08	\$49.04	\$50.02	\$51.02
						2%	2%	2%	2%	2%	2%	2%	2%	2%

CORRECTIONS COMMANDER	C5-1	C5-2	C5-3	C5-4	C5-5	C5-6	C5-7	C5-8	C5-9	C5-10	C5-11	C5-12	C5-13	C5-14
Annual							\$109,000.00	\$111,180.00	\$113,403.60	\$115,671.67	\$117,985.11	\$120,344.81	\$122,751.70	\$125,206.74
Hourly							\$52.40	\$53.45	\$54.52	\$55.61	\$56.72	\$57.86	\$59.02	\$60.20
								2%	2%	2%	2%	2%	2%	2%

**L STEP CHART FY24
EFFECTIVE OCTOBER 2023**

DEPUTY - SO & CONSTABLE	L1-1	L1-2	L1-3	L1-4	L1-5	L1-6	L1-7	L1-8	L1-9	L1-10	L1-11	L1-12	L1-13	L1-14
Annual	\$64,552.00	\$69,070.64	\$71,833.47	\$74,706.80	\$77,695.08	\$79,248.98	\$80,833.96	\$82,450.64	\$84,099.65	\$85,781.64	\$87,497.28	\$89,247.22	\$91,032.17	\$92,852.81
Hourly	\$31.03	\$33.21	\$34.54	\$35.92	\$37.35	\$38.10	\$38.86	\$39.64	\$40.43	\$41.24	\$42.07	\$42.91	\$43.77	\$44.64
7%4%4%4%2%2%2%2%2%2%2%2%														
SERGEANT - SO & CONSTABLE / SERGEANT INVESTIGATOR	L3-1	L3-2	L3-3	L3-4	L3-5	L3-6	L3-7	L3-8	L3-9	L3-10	L3-11	L3-12	L3-13	L3-14
Annual					\$85,968.00	\$91,985.76	\$95,665.19	\$99,491.80	\$101,481.63	\$103,511.27	\$105,581.49	\$107,693.12	\$109,846.98	\$112,043.92
Hourly					\$41.33	\$44.22	\$45.99	\$47.83	\$48.79	\$49.77	\$50.76	\$51.78	\$52.81	\$53.87
7%4%4%2%2%2%2%2%2%2%2%														
LIEUTENANT CONSTABLE / DEPUTY CHIEF INVESTIGATOR	LA-1	LA-2	LA-3	LA-4	LA-5	LA-6	LA-7	LA-8	LA-9	LA-10	LA-11	LA-12	LA-13	LA-14
Annual							\$96,500.00	\$103,255.00	\$107,385.20	\$111,680.61	\$113,914.22	\$116,192.50	\$118,516.35	\$120,886.68
Hourly							\$46.39	\$49.64	\$51.63	\$53.69	\$54.77	\$55.86	\$56.98	\$58.12
7%4%4%2%2%2%2%2%2%2%2%														
LIEUTENANT SO	L4-1	L4-2	L4-3	L4-4	L4-5	L4-6	L4-7	L4-8	L4-9	L4-10	L4-11	L4-12	L4-13	L4-14
Annual							\$98,967.00	\$105,894.69	\$110,130.48	\$114,535.70	\$116,826.41	\$119,162.94	\$121,546.20	\$123,977.12
Hourly							\$47.58	\$50.91	\$52.95	\$55.07	\$56.17	\$57.29	\$58.44	\$59.60
7%4%4%2%2%2%2%2%2%2%2%														
CHIEF DEPUTY CONSTABLE	LB-1	LB-2	LB-3	LB-4	LB-5	LB-6	LB-7	LB-8	LB-9	LB-10	LB-11	LB-12	LB-13	LB-14
Annual							\$103,000.00	\$110,210.00	\$114,618.40	\$119,203.14	\$121,587.20	\$124,018.94	\$126,499.32	\$129,029.31
Hourly							\$49.52	\$52.99	\$55.11	\$57.31	\$58.46	\$59.62	\$60.82	\$62.03
7%4%4%2%2%2%2%2%2%2%2%														
COMMANDER SO	L5-1	L5-2	L5-3	L5-4	L5-5	L5-6	L5-7	L5-8	L5-9	L5-10	L5-11	L5-12	L5-13	L5-14
Annual							\$118,534.00	\$123,275.36	\$128,206.37	\$133,334.63	\$136,001.32	\$138,721.35	\$141,495.78	\$144,325.69
Hourly							\$56.99	\$59.27	\$61.64	\$64.10	\$65.39	\$66.69	\$68.03	\$69.39
4%4%4%2%2%2%2%2%2%2%2%														

Commissioners Court - Regular Session**33.****Meeting Date:** 07/25/2023

Elected Officials Written Notice of Salaries for FY24

Submitted By: Ashlie Holladay, Budget Office**Department:** Budget Office**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on authorizing written notice to each elected official of his/her salary and other compensation to be included in the 2023-2024 budget.

Background

This item only requires action IF compensation increases for Elected Officials are voted on today. This item will be placed back on the agenda again if not.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Ashlie Holladay

Final Approval Date: 07/11/2023

Reviewed By

Becky Pruitt

Date

07/11/2023 12:28 PM

Started On: 07/11/2023 11:36 AM

Commissioners Court - Regular Session**34.****Meeting Date:** 07/25/2023

Williamson County EMS Trauma Distribution Funds Transfer

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

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and grave necessity due to unforeseeable circumstances and approve a budget amendment for the Williamson County Share of the FY 23 Capital Area Trauma Advisory Council (CATRAC) Trauma System Funds.

Background

CATRAC Trauma Distribution Funds for FY 23, Williamson County EMS participation in the Department of State Health Services (DSHS) Trauma Registry.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.333220	Payment From Other Entities	\$25,821.31

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Theresia Carter

Final Approval Date: 07/19/2023

Reviewed By

Becky Pruitt

Date

07/19/2023 08:01 PM

Started On: 07/13/2023 03:21 PM

Commissioners Court - Regular Session**35.****Meeting Date:** 07/25/2023

Williamson County EMS Trauma Distribution Funds FY 23

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

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for EMS.

Background

Capital Area Trauma Advisory Council (CATRAC) Trauma Distribution funding from FY 23 participation in the Department of State Health Services Trauma Registry.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0540.003200	Medical Supplies	\$25,821.31

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Theresia Carter

Final Approval Date: 07/19/2023

Reviewed By

Becky Pruitt

Date

07/19/2023 08:00 PM

Started On: 07/13/2023 03:28 PM

Commissioners Court - Regular Session**36.****Meeting Date:** 07/25/2023

Dan Moody Play

Submitted By: Rachel Rull, Commissioner Pct. #3**Department:** Commissioner Pct. #3**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on the Authorized User Agreement between Williamson County and the Georgetown Palace Theatre.

Background

October 2023 marks the 100th anniversary of the guilty verdict rendered in the Dan Moody trial against members of the Klan. The Georgetown Palace Theatre is requesting to use the historic courthouse and 26th district courtroom for a special showing of *You Can't Do That Dan Moody*. As a special concession for use, the Palace Theater will make a \$5000 donation to the Williamson County Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Rachel Rull

Final Approval Date: 07/20/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

07/20/2023 01:05 PM

07/20/2023 02:32 PM

Started On: 07/20/2023 11:42 AM

AUTHORIZED USER AGREEMENT

This Authorized User Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the party named as user on the execution page of this Agreement ("USER").

RECITALS

WHEREAS, COUNTY has the right to operate and use the area or real property described in Exhibit "A"; and

WHEREAS, USER desires to use the area or real property described in Exhibit "A".

AGREEMENT

NOW THEREFORE, and in consideration of the following promises, covenants, and conditions, the COUNTY and USER (the "Parties") agree as follows:

1. USE:

In exchange for the fee described on Exhibit "A" hereto (the "License Fee"), the COUNTY does hereby grant, subject to the terms and provisions hereof, to USER permission to use the area specified in Exhibit "A" (the "Authorized Area"), for the use described in Exhibit "A" hereto, and no other purpose (the "Permitted Use").

2. CANCELLATION:

USER's cancellation or failure to occupy the Authorized Area, as set forth herein, will result in the forfeiting of the License Fee. Furthermore, in the event USER fails to utilize the Authorized Area reserved herein on the date and at the time specified and for the use specified, COUNTY shall have the right to elect, in its sole and absolute discretion, in addition to any other remedy available at law or in equity, to terminate this Agreement.

3. SERVICES AND AMENITIES; ALTERATIONS:

Heating, air conditioning, ventilation and power will be provided by COUNTY. USER is hereby given notice that it shall be USER's responsibility to inspect the Authorized Area prior to executing this Agreement to ensure that the Authorized Area and the Permitted Use is suitable for USER's intended use and purpose. Furthermore, no interruption or malfunction of any service, which is not caused by COUNTY, shall constitute an eviction or disturbance of USER's use and possession of the Authorized Area or breach by COUNTY of any of its obligations hereunder or render COUNTY liable for damages or entitle USER to be relieved of any obligation hereunder. In the event of any such interruption, COUNTY shall use reasonable diligence to restore such service.

- (a) Alterations. USER shall not make any permanent alterations, additions or improvements (painting, building walls or structures, constructing improvements that would damage the Authorized Area upon removal of such improvements, installation of landscaping, etc.) to the Authorized Area or maintain signs or banners without, in each case, obtaining the consent of COUNTY. If any alterations, additions, or improvements in or to the Authorized Area are made necessary by reason of the use of the Authorized Area by USER and, provided that COUNTY grants its prior permission to USER regarding such alterations, additions or improvements, USER agrees that it will make all such alterations, additions, and improvements in or to the Authorized Area at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision set out herein, USER agrees that it will hold COUNTY harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.**

USER agrees to restore, at USER's sole expense, the Authorized Area to its original condition upon the termination or expiration of this Agreement; provided, however, COUNTY may, in its sole discretion, choose to retain any alterations, additions, or improvements and not require USER to remove them.

4. CLEANING OF AUTHORIZED AREA:

USER shall provide all janitorial and cleaning services immediately after USER's use of the Authorized Area so that the Authorized Area is cleaned and restored to the condition in which the same was found before USER used such area.

5. PAYMENT REQUIREMENTS:

- (a) All payments are to be made payable as set out in Exhibit "A" and shall be paid upon the USER's execution and delivery of this Agreement to the COUNTY.
- (b) In the event of a cancellation, as set forth above, all License Fees and payments will not be refunded. All additional costs for labor and services supplied must be paid for by USER directly if a deposit has not been paid at the time of the cancellation.
- (c) All deposits and payments will be credited against costs when invoiced. Incidental costs and balance of any fees that may be due, if any, are due upon receipt of invoice.

6. CERTIFICATE OF INSURANCE:

USER shall provide COUNTY with a certificate of insurance evidencing comprehensive liability and property damage insurance with coverage of at least one million dollars (\$1,000,000) combined single limit. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Texas. The COUNTY shall be named as an additional insured.

All insurance provided by USER shall provide that the same is, in relation to any insurance maintained by COUNTY, primary and such other insurance maintained by COUNTY shall be excess or non-contributory.

7. PARKING; STORAGE:

All tents, vehicles, trailers and equipment parked or situated in, on or around the Authorized Area shall be parked in accordance with COUNTY's requirements, state law and/or local municipal ordinances. In advance of use of the Authorized Area, USER must submit to COUNTY a plan that depicts the areas that USER would like to use for parking and storage. COUNTY shall, in its sole discretion, instruct USER as to the allowable areas for USER's parking and storage.

8. INTERRUPTION OR TERMINATION OF PERMITTED USE

COUNTY shall retain the rights to cause the interruption of any Permitted Use in the interest of public safety, and to likewise cause the termination of such Permitted Use when, in the sole judgment of COUNTY, such act is necessary in the interests of public safety.

9. MANAGEMENT; SAFETY; AND SECURITY:

In permitting the occupancy of Authorized Area by USER, COUNTY retains and does not relinquish the right to issue and enforce such rules, regulations and directives as it may deem necessary for the safe, orderly and commercially sound operation of the Authorized Area. COUNTY employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. COUNTY reserves the right to eject any objectionable person or persons from the Authorized Area, including and upon the exercise of this authority through COUNTY, its agents or officers, **the USER, on behalf of itself, its agents and employees, hereby waives any rights and all claims for damages against COUNTY arising from such occurrences.** The USER agrees that it will not allow any person at, in or about the Authorized Area who shall, upon reasonable nondiscriminatory grounds, be objected to by COUNTY. Such person's right to use the Authorized Area and the Authorized Area therein may be revoked by COUNTY. Unless otherwise specified in writing, COUNTY shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to USER.

USER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the USER's use of the Authorized Area. USER shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to USER and/or its agents, contractors, employees, patrons, performers or guests, all other persons in, on or around the Authorized Area and all property in, on or around the Authorized Area, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities.

USER shall erect and maintain, as required by existing conditions and the intended use of the Authorized Area, all reasonable safeguards including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. USER shall protect adjacent properties from any damage caused by acts of USER and shall pay for any repairs to same made necessary by any acts of USER.

USER shall maintain security personnel during USER's use of the Authorized Area. USER hereby agrees to contract with commissioned peace officers from either the Williamson County Sheriff's Office or a Williamson County Constable's Office to perform off-duty security services at the Authorized Area. All contracts for such security services shall be contracted by USER and the individual law enforcement officers through independent contracts that are separate and apart from this Agreement. COUNTY will not be a party to any such contracts. The License Fee hereunder shall not provide any compensation for security services.

10. COOPERATION WITH ALL OTHER USERS:

USER acknowledges that COUNTY will make available, for use by others, such portions, areas and facilities of the Authorized Area that are not subject to this Agreement. The USER agrees to cooperate in good faith with COUNTY and those persons using other portions and areas of the Authorized Area.

11. ALCOHOLIC BEVERAGES:

USER hereby acknowledges and agrees that **no** alcoholic beverages shall consumed or possessed by USER its agents, contractors, employees, patrons, performers or guests while in, on or about the Authorized Area.

12. ASSUMPTION OF RISK:

USER, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. COUNTY shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers or guests in, on or about the Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct.

13. **INDEMNIFICATION:**

USER shall conduct its activities upon the Authorized Area so as not to endanger any person thereon and USER agrees to indemnify, defend, and hold harmless COUNTY and its respective officials, officers, agents, employees and representatives (collectively, the “Indemnified Persons”) from and against any and all liability, losses, claims, demands, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and litigation expenses) to which any of the Indemnified Persons may become subject by reason of, or in any way related to, (i) the use of the Authorized Area by USER or its agents, contractors, employees, patrons, performers or guests or breaches of applicable codes, laws, rules and regulations by the USER or its agents, contractors, employees, patrons, performers or guests, (ii) any action, omission or negligence, whether in whole or in part, of the USER or its agents, contractors, employees, patrons, performers or guests.

The Indemnified Persons shall not be liable or responsible for, and the USER hereby releases and forever discharges the Indemnified Persons from, any loss, damage or injury to any person or property of USER or its agents, contractors, employees, patrons, performers or guests in, on or around the Authorized Area or other portion of the Authorized Area resulting from any cause whatsoever, including but not limited to theft and vandalism. In no event shall any Indemnified Persons be liable to USER or its agents, contractors, employees, patrons, performers or guests for any consequential, special, exemplary or punitive damages suffered or incurred by USER or its agents, contractors, employees, patrons, performers or guests as a result of the actions or omissions of any Indemnified Person.

14. **CAPACITY:**

USER shall not permit, nor admit a larger number of persons than can safely or freely move about the Authorized Area.

15. **STATUTES/PERMITS:**

USER hereby acknowledges that COUNTY requires the full compliance of all Federal, State and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Authorized Area. This compliance includes sales activities and the mandated collection and remittance of all appropriate State and local sales taxes and purchase of business, parade or other types of permits.

16. **NON-DISCRIMINATION:**

The USER shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

17. INFLAMMABLE MATERIALS:

USER shall not, without the prior written permission of COUNTY, use open flames, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline or other gases for either mechanical or other purposes. USER shall file with COUNTY a written application for such use prior to USER obtaining COUNTY'S written permission therefor.

18. USE OF VEHICLES:

Except during specified move-in and move-out periods, the USER shall not drive or cause to be driven any vehicle on the Authorized Area without the written consent of the COUNTY.

19. LEGAL RECOURSE:

In the event the USER violates any of the terms or conditions of this Agreement, COUNTY shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain possession of the entire Authorized Area, and to remove and exclude the USER there from, all without service of notice or resort and without any legal liability on its part.

20. COMPLIANCE WITH LAW:

USER, at its sole cost and expense, shall comply and secure compliance with requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

21. NO SUBLETTING AND ASSIGNMENT:

USER shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the COUNTY.

22. LIENS:

USER agrees to pay promptly the costs, expenses and other charges incidental to the use and occupation of the Authorized Area authorized herein **and to hold the Indemnified Persons harmless from, and to indemnify and defend them against, any such expenses and charges and from all claims, demands and liens of whatever character arising by reason of contract, express or implied, or any part of any other act of omission on the part of any person other than the Indemnified Persons.** Such costs shall include all expenses and attorneys' fees incurred by the Indemnified Persons in connection with any asserted claim, demand or lien.

23. FORCE MAJEURE:

In the event COUNTY's obligations to the USER under this Agreement should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond COUNTY's reasonable control, COUNTY shall not be liable to perform. The USER hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to COUNTY, but no other.

24. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to COUNTY, under any of the following conditions: (a) if the USER is found to have provided false or misleading information to COUNTY, (b) if COUNTY finds that the use or proposed use will be detrimental to the health, safety or morals of COUNTY or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) for failure to notify COUNTY of cancellation of any date or dates covered by the Agreement, (e) if USER defaults on any or has not completed all conditions and requirements for use of Authorized Area within the time required prior to USER's use of the Authorized Area, (f) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (g) if the Authorized Area is needed for public necessity or emergency use as determined by COUNTY or (h) upon thirty (30) days' written notice to USER.

25. GOVERNING LAW, VENUE:

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, 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.

26. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns subject, in the case of USER, to the provisions of Section 21 above.

27. 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.

28. INDEMNIFICATION BY COUNTY:

USER acknowledges and agrees that under the Constitution and the laws of the State of Texas, COUNTY cannot enter into an agreement whereby COUNTY agrees to indemnify or hold harmless any other party, including but not limited to USER.

29. NOTICE:

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

USER: As set forth on below USER's execution herein below

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

with copy to: General Counsel's Office
Williamson County Commissioners Court
710 S. Main Street, Ste. 201
Georgetown, Texas 78626

30. 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.

31. REPORTS OF ACCIDENTS:

Within 24 hours after USER becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the USER), whether or not it results from or involves any action or failure to act by the USER or any employee or agent of the USER and which arises in any manner relating to the USER's use of the Authorized Area, the USER 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 USER shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the USER, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the USER's use of the Authorized Area under this Agreement.

32. CONSTRUCTION:

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. RELATIONSHIP OF 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.

34. NO WAIVER:

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

35. OWNERSHIP OF PRODUCTION; PHOTOGRAPHY

If USER's use of the Authorized Area is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by USER and its successors, assigns and licensees. In connection with USER's user of the Authorized Area and the production of photography, USER may refer to the Authorized Area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Authorized Area. COUNTY irrevocably grants to USER and USER's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the Authorized Area and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including

without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing; provided, however, the Authorized Area shall not be used for the production of any movie or scene that would be considered to be obscene pursuant to state and federal laws or as otherwise prohibited by this Agreement.

36. USES PROHIBITED

The Authorized Area shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of the Authorized Area that would be defamatory to COUNTY. In the event USER should use the Authorized Area for such purposes, such use shall be deemed a material breach of this Agreement and COUNTY may avail itself of any remedies allowed at law or in equity.

37. ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement shall become effective as of the date of the last party's execution below and may be amended only by written instrument signed by each party to this Agreement. 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.

38. RETURN OF AGREEMENT

USER's Executed Agreement must be returned to the office of the Williamson County Judge at least twenty (20) days prior to the date that USER's intends to use of the Authorized Area, accompanied by payment of all fees and other conditions then due or this Agreement will be deemed null and void.

AS ACCEPTED AND EXECUTED:

COUNTY:

Williamson County, Texas

Bill Gravell, Jr., Williamson County Judge

DATED _____, 20____

USER:

Georgetown Palace Theatre, Inc.

Authorized Signer: Ron Watson

Printed Name: Ron Watson

Representative Capacity: Executive Artistic Director

DATED 07/20, 2023__

Contact Person: Ron Watson

Address: 810 S. Austin Ave

Georgetown, TX 78626

Phone No.: (512) 968-8465

EXHIBIT "A"

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to USER, permission to use the following specified area(s), ingress and egress thereto via corridors and public areas devoted to ingress and egress, (the "Authorized Area"), for the following use and no other purpose (the "Permitted Use"):

Date(s) and Hours:

September 20	<u>6</u> p.m. to <u>10</u> p.m.
September 21	<u>6</u> p.m. to <u>10</u> p.m.
September 23	<u>6</u> p.m. to <u>10</u> p.m.
September 24	<u>6</u> p.m. to <u>10</u> p.m.
September 26	<u>6</u> p.m. to <u>10</u> p.m.
September 27	<u>6</u> p.m. to <u>10</u> p.m.
September 28	<u>5:30</u> p.m. to <u>11</u> p.m.
September 29	<u>5:30</u> p.m. to <u>11</u> p.m.
September 26	<u>5:30</u> p.m. to <u>11</u> p.m.
October 1	<u>12</u> p.m. to <u>5:30</u> p.m.
October 6	<u>5:30</u> p.m. to <u>11</u> p.m.
October 7	<u>5:30</u> p.m. to <u>11</u> p.m.
October 8	<u>12</u> p.m. to <u>5:30</u> p.m.
October 13	<u>5:30</u> p.m. to <u>11</u> p.m.
October 14	<u>5:30</u> p.m. to <u>11</u> p.m.
October 15	<u>12</u> p.m. to <u>8</u> p.m.

USER shall coordinate with COUNTY for any daytime access that may be needed prior to these dates in order to begin moving in necessary equipment. Security shall be required during USER's use of the Authorized Area in the evening or on weekends.

***In the event USER uses the Authorized Area outside of COUNTY's normal business hours of 8:00 AM to 5:00 PM, Monday through Friday, or uses an unoccupied facility, USER must pay an additional \$49.50 per hour in order to reimburse COUNTY for personnel costs associated with after-hours work. Portions of an hour will be rounded up to a full hour. The total sum of this amount must be paid within ten (10) days of the expiration or termination of this Agreement.**

Permitted Use (Description of Use):

Production of the play *You Can't Do That Dan Moody*

Authorized Area (Location):

**Historic Williamson County 26th District Courtroom
710 Main Street
Georgetown, Texas 78626**

**User may also utilize the hallway behind the Historic
Williamson County 26th District Courtroom**

License Fee:

**\$5,000.00 made payable to the Williamson County
Historical Commission**

***Total License Fee shall be due and paid upon
delivery of User's executed copy of this Agreement
and prior to the date of use. Personnel and any other
costs must be paid pursuant to the terms of this
Agreement.**

Commissioners Court - Regular Session**37.****Meeting Date:** 07/25/2023

Home Safe Grant Application Request

Submitted By: John Pelczar, Juvenile Services**Department:** Juvenile Services**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving Home Safe: Building Strong Violence Free Families grant application for Juvenile Services.

Background

Juvenile Services is requesting approval to apply for a grant provided through the Texas Juvenile Justice Department. The grant will focus on youth in our detention facility for assault family violence and continuous violence against a family member cases, which make up 20% of our total detention referrals. The department is seeking \$52,000 to contract with a Licensed Professional Counselor to provide these services. There is no match requirement for this grant.

Please see attached Grant Management Request Questionnaire for additional details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Grant Request Questionnaire - Home Safe

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: John Pelczar

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 09:01 AM

Started On: 07/19/2023 09:17 AM



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Grants Management Request Questionnaire

BackGround Information

Please note: The county's acceptance of a grant will generally form a contract and; therefore, the application for a grant must be considered and approved by the Commissioners Court prior to making such application.

DIRECTIONS

Please complete the answers to the best of your ability. If a question does not relate to your request, please mark it N/A (Not Applicable). If your answer requires further research, please mark it as N/R (Needing Research) and give an estimated date such information will be obtained. When finished, please print and upload the form to the Agenda.

Grant Title/Project Name:

Home Safe: Building Strong Violence-Free Families

Department:

Juvenile Services

Requestor:

☐ Scott Matthew

Contact Email:

jpelczar@wilco.org

Contact Phone Number:

(512) 943-3204

Start Date:

9/1/2023

End Date:

8/31/2024

Please select request category:
Service

Describe the purpose of the grant in detail to include all requirements.

Williamson County Juvenile Services would like to submit a grant application to the Texas Juvenile Justice Department (TJJD) in the amount of \$52,000.00 to address family violence cases. In 2022, Assault Bodily Injury-Family Violence (MA) cases made up 20% of all misdemeanor referrals, making it the most common referral type. Additionally, Continuous Violence Against the Family (F3) cases have doubled from 2021 to 2022. This felony offense is triggered by a second assault against a family member within a 12-month period, making preventing a second assault imperative.

If approved, this grant would provide funding to contract with a Licensed Professional Counselor for the purpose of utilizing the period of detention (and in some cases short-term follow-up in the home) as an opportunity to provide conflict resolution skills, build emotional awareness, and share empathy education through counseling (individual and/or group) and family therapy aimed at youth detained by court on assaultive offenses or family violence (FV) offenses, resulting in the diminishment of recidivism relating to assaultive and family violence offenses post-release.

Select the type of grant your department is applying for:
State

What is the amount of the grant?
\$52,000.00

Please provide a breakdown of the total cost above.

The department will contract with a counselor for an average of 20 hours/week at a rate of \$50/hour. The number of hours provided per week may vary based on the number of eligible youth in detention, but the total cost will not exceed \$52,000.

$\$50/\text{hour} \times 20 \text{ hours} \times 52 \text{ weeks} = \$52,000$

Is there a match requirement?
No

Does the grant cover the cost of the request 100%?
Yes

Other Request Questions Only

List other similar items in the County and/or region and if they available for use?
N/A

How is this item request different from any similar assets currently in the County and/or region?
N/A

What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?

N/A

Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?

0

Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?

N/A

Where will the item be stored?

N/A

What is the useful life of the item?

N/A

Will a replacement be requested from general funds when useful life has been exhausted? (OR)

No

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?

N/A

How will this item be funded when the grant ends?

Continued funding for this grant is evaluated by TJJD on year-to-year basis based on demonstrated program success. However, based on the department's experience with other TJJD grant funds, we anticipate the funding to be available for multiple years.

We do not anticipate requesting county funds to continue this program when the grant ends.

Budgetary Impact

What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)

If approved, the grant will cover this expense at 100%. There will be no budgetary impact to the county.

Please identify any additional equipment needed/required (now or in the future) should the grant/asset be awarded.

The department will contract with Licensed Professional Counselor to provide the services outlined in the grant proposal. No additional equipment will be needed for this grant.

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?

This grant proposal will have no impact on any other county departments.

Version: 2.0

Created at 7/18/2023 11:35 AM by ☐ John Pelczar

Last modified at 7/18/2023 4:13 PM by ☐ John Pelczar

Close

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Commissioners Court - Regular Session**38.****Meeting Date:** 07/25/2023

PSA with Halff Associates, Inc. for Southwest Regional Trail to Brushy Creek Regional Trail for Parks Department and 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 (PSA) with Halff Associates, Inc. for design and engineering services for the Southwest Regional Trail to connect to Brushy Creek Regional Trail utilizing RFQ 2727, in the amount of \$493,630.00 and authorize the execution of the agreement. P553,2, 2019 Parks Bond.

Background

This agreement for planning, design and engineering services is for the Southwest Regional Trail to connect to Brushy Creek Regional Trail. Halff Associates, Inc. was previously awarded components of the trail project by the Commissioners' Court on 08.04.20. The funding source is P553,2, 2019 Parks Bond. The department point of contact is Trenton Jacobs.

Fiscal Impact

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

Attachments

Professional Services Contract

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 07/20/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

07/19/2023 10:34 AM

07/20/2023 08:52 AM

Started On: 07/18/2023 01:57 PM



AGREEMENT FOR PLANNING, DESIGN & ENGINEERING SERVICES

PROJECT: SW Regional Trail to Brushy Creek Regional Trail Extension ("Project")

PLANNER/ LANDSCAPE

ARCHITECT/ ARCHITECT/

ENGINEER: Halff Associates, Inc. ("A/E")
13620 Briarwick Drive
Suite 100
Austin, TX 78729

COUNTY'S DESIGNATED

REPRESENTATIVE: Williamson County Parks Department
Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS AGREEMENT FOR PLANNING, DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County, Texas** a political subdivision of the State of Texas ("County") and A/E.

R E C I T A L S

WHEREAS, V.T.C.A., Government Code §2254.002(2)(A)(vii) under Subchapter A entitled "Professional Services Procurement Act" provides for the procurement by counties of services of professional planners, landscape architects, architects and engineers; and

WHEREAS, County intends to **extend the Southwest Regional Trail to connect with the Brushy Creek Regional Trail;** and

WHEREAS, County desires that A/E perform certain professional services in connection with the Project; and

WHEREAS, A/E represents that it is qualified and desires to perform such services;

NOW, THEREFORE, County and A/E, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

ARTICLE 1 SCOPE OF AGREEMENT

A/E agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to A/E compensation as stated in the articles to follow.

ARTICLE 2 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

Contract Documents consist of this Agreement, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Agreement), and all fully executed Supplemental Agreements which are subsequently issued. These form the entire Agreement, and all are as fully a part of this Agreement as if attached to this Agreement or repeated herein.

2.2 Existing Information.

County shall provide A/E with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project at no cost to A/E; however, any and all such information shall remain the property of County and shall be returned, if County so instructs A/E.

2.3 Project Documents.

In addition to any other pertinent and necessary Project documents, the following documents shall be used in the development of the Project:

2.3.1

2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program (see 16 Tex. Admin. Code § 68.100; see also Tex. Gov't Code, Ch. 469).

2.3.2

Americans with Disabilities Act (ADA)

2.3.3

Williamson County Facilities Building Code Adoption List, 2020 edition as updated

2.3.4

Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3

NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

A/E must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

A/E covenants and represents that A/E, its officers, employees, agents, consultants, and subcontractors will have no financial interest, direct or indirect, in the purchase or sale of any product, materials, or equipment that will be recommended or required for the construction of the Project.

ARTICLE 4

CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, A/E shall perform professional planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional planner, landscape architect, architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2

A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the "Basic Scope of Services", "Basic Services" or the "Scope of Services"):

4.2.1

The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2

As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3

The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5 TIME FOR PERFORMANCE

5.1 Commencement.

A/E shall not commence work until A/E has been thoroughly briefed on the scope of the Project and has been notified in writing to proceed, as evidenced by a Notice to Proceed.

5.2 Duration.

A/E agrees to complete the Basic Services within the time period set forth in **Exhibit C**. The time limits set out therein may, for good cause, be extended, in writing, by County as the Project proceeds.

ARTICLE 6 COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Four Hundred Ninety-Three Thousand, Six Hundred Thirty Dollars (\$ 493,630)** hereinafter called the "Basic Fee".

The Basic Fee is based upon all estimated labor costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices of percentage completion of fees by phase of the Basic Fee as set forth in **Exhibit B – Fee Schedule**. County will only be obligated to pay A/E for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated Basic Fee.

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed

to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Three Thousand Dollars (\$ 3,000)**.

ARTICLE 7 ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as “Additional Services”), County shall pay and A/E shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

A/E shall not, however, be compensated for work made necessary by A/E’s negligent errors or omissions. In the event of any dispute over the classification of A/E’s services as Basic or Additional Services under this Agreement, the decision of County shall be final and binding on A/E.

It is expressly understood and agreed that A/E shall not furnish any Additional Services without the prior written authorization of County by a negotiated Supplemental Agreement. County shall have no obligation to pay for such Additional Services which have been rendered without prior written authorization of County as hereinabove required.

ARTICLE 8 TIME OF PAYMENT; PAYMENT AND INTEREST; AND RIGHT TO AUDIT

8.1 Time of Payment.

During the performance of the services provided for in this Agreement, monthly payments shall be made based upon that portion of the services which has been completed.

On or about the last day of each calendar month during the performance of the Basic Services to be provided under this Agreement, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Basic Services and the compensation which is due for percentage completion of Basic Services.

On or about the last day of each calendar month during the performance of the Additional Services to be provided under **Article 7**, A/E shall submit to County working documents in any stage of completion to demonstrate incremental progress of Additional Services under an applicable Supplemental Agreement related thereto, and the compensation which is due for percentage completion of particular Additional Services.

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of

performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

Upon submittal of the initial invoice, A/E shall provide the County Auditor with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.

8.2 Prompt Payment Policy.

In accordance with **Chapter 2251, V.T.C.A., Texas Government Code**, payment to A/E will be made within **thirty (30) days** of the day on which the performance of services was complete, or within **thirty (30) days** of the day on which the County Auditor receives a correct invoice for services, whichever is later. A/E may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, this policy does not apply in the event:

8.2.1

There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

The County Auditor shall document to A/E the issues related to disputed invoices within **ten (10) calendar days** of receipt of such invoice. Any non-disputed invoices shall be considered correct and payable per the terms of **Texas Government Code, Chapter 2251, V.T.C.A.**

ARTICLE 9 PROJECT TEAM

County's Designated Representative for purposes of this Agreement is as follows:

**Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641**

County shall have the right, from time to time, to change the County's Designated Representative by giving A/E written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's Designated Representative may take such action or make such decision or determination or shall notify A/E in writing of an individual responsible for, and capable of, taking such action, decision, or determination, and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by County's Designated Representative on behalf of County shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by County's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by County's Designated Representative shall be binding on County; *provided, however*, County's Designated Representative shall not have any right to modify, amend, or terminate this Agreement or executed Supplemental Agreement. County's Designated Representative shall not have any authority to execute a Supplemental Agreement unless otherwise granted such authority by the Williamson County Commissioners Court.

A/E's Designated Representative for purposes of this Agreement is as follows:

Halff Associates, Inc.
Aaron Cooper, PLA, LI, CLARB, Landscape Architecture Team Lead
13620 Briarwick Drive
Suite 100
Austin, TX 78729

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10 NOTICE

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or A/E at the following addresses. If mailed, any notice or communication shall be deemed to be received **three (3) days** after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County Commissioners Court
401 W. 6th Street
Georgetown, Texas 78626

A/E: Halff Associates, Inc.
13620 Briarwick Drive
Suite 100
Austin, TX 78729

Attention: Aaron Cooper, PLA, LI, CLARB
Landscape Architecture Team Lead

Either party may designate a different address by giving the other party ten (10) days written notice.

ARTICLE 11 PROGRESS EVALUATION

A/E shall, from time to time during the progress of the Basic Services and, when applicable, progress of Additional Services, confer with County at County's election. A/E shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable

Additional Services. At the request of County or A/E, conferences shall be provided at A/E's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Basic Services and any applicable Additional Services. County may, from time to time, require A/E to appear and provide information to the Williamson County Commissioners Court.

Should County determine that the progress in Basic Services or any applicable Additional Services does not satisfy the terms of this Agreement, then County shall review same with A/E to determine corrective action required.

A/E shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Basic Services and any applicable Additional Services, including but not limited to the following:

11.1

Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of this Agreement or preclude the attainment of Project Basic Services and any applicable Additional Services by established time periods; and such disclosure shall be accompanied by statement of actions taken or contemplated, and County assistance needed to resolve the situation, if any; and

11.2

Favorable developments or events which enable meeting goals sooner than anticipated in relation to this Agreement or any applicable Supplemental Agreement.

ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Basic Services or parts thereof which involve changes to the original Basic Services or character of Basic Services under this Agreement, then A/E shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Services and paid for as specified under **Article 7** and **Article 8**. A/E shall make revisions to Basic Services authorized hereunder as are necessary to correct errors appearing therein, when required to do so by County. No additional compensation shall be due for such Basic Services.

ARTICLE 13 REVIEW PROCESS AND REVISIONS TO A/E WORK PRODUCT

13.1 Review Process.

A/E's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Submittal.

Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by A/E and supporting documents (collectively referred to hereinabove and hereinafter as the "A/E Work Product(s)"), shall be submitted by A/E on or before the dates specified for completion, as set out in the Production Schedule set forth in **Exhibit C**.

13.1.2 Completion.

Reports, plans, specifications, and supporting documents shall be submitted by A/E on or before the dates specified in **Exhibit C**. Upon receipt of same, the submission shall be checked for completion. "Completion" or "Complete" shall be defined as all of the required items, as set out in **Exhibit A**, have been included in compliance with the requirements of this Agreement. The completeness of any Basic Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify A/E in writing within such thirty (30) day period if such Basic Services have been found to be incomplete. If the submission is Complete, County will notify A/E and County's technical review process will begin.

If the submission is not Complete, County will notify A/E, who shall perform such professional services as are required to complete the Basic Services and resubmit it to County. This process shall be repeated until a submission is Complete.

13.1.3 Acceptance.

County will review the completed Basic Services for compliance with this Agreement. If necessary, the completed Basic Services will be returned to A/E, who shall perform any required Basic Services and resubmit to County. Should this process need to be repeated due to lack of quality assurance coordination between the components of A/E Work Product, County shall deduct **One Thousand Dollars (\$ 1,000)** from the A/E 's Basic Fee for each occurrence until the Basic Services are Accepted. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

13.1.4 Final Approval.

After Acceptance, A/E shall perform any required modifications, changes, alterations, corrections, redesigns, and additional work necessary to receive Final Approval by County. "Final Approval" in this sense shall mean formal recognition that the Basic Services have been fully carried out.

13.2 Revision to A/E Work Product.

A/E shall make, without expense to County, such revisions to A/E Work Product as may be required to correct negligent errors or omissions so A/E Work Product meets the needs of County, but after the approval of A/E Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to A/E shall entitle A/E to

additional compensation for such extra services and expenses; provided, however, A/E hereby agrees to perform any necessary corrections to A/E Work Products which are found to be in negligent error or omission as a result of A/E's development of A/E Work Product, at any time, without additional compensation. If it is necessary, due to such error or omission by A/E, to revise any A/E Work Product in order to make the Project constructible, A/E shall do so without additional compensation. In the event of any dispute over the classification of A/E's Work Products as Complete, Accepted, or Approved under this Agreement, the decision of County shall be final and binding on A/E, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

13.3 Days.

All references to a "day" in this Agreement shall mean a calendar day unless otherwise specified.

13.4 County's Reliance on A/E.

A/E's duties as set forth herein shall at no time be in any way diminished by reason of any review, evaluation, or approval by County nor shall A/E be released from any liability by reason of such review, evaluation or approval by County, it being understood that County, at all times, is ultimately relying upon A/E's skill, ability, and knowledge in performing the Basic Services required hereunder.

ARTICLE 14 SUSPENSION

Should County desire to suspend the Basic Services, but not to terminate this Agreement, then such suspension may be effected by County giving A/E **thirty (30) calendar days'** verbal notification followed by written confirmation to that effect. Such **thirty (30)-day** notice may be waived in writing by agreement and signature of both parties. The Basic Services may be reinstated and resumed in full force and effect within **sixty (60) days** of receipt of written notice from County to resume the Basic Services. Such **sixty (60)-day** notice may be waived in writing by agreement and signature of both parties. If this Agreement is suspended for more than **thirty (30) days**, A/E shall have the option of terminating this Agreement and, in the event, A/E shall be compensated for all Basic Services performed and reimbursable expenses incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

County assumes no liability for Basic Services performed or costs incurred prior to the date authorized by County for A/E to begin Basic Services, and/or during periods when Basic Services are suspended, and/or subsequent to the completion date.

ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

Violation of contract terms or breach of contract by A/E shall be grounds for termination of this Agreement, and any increased costs arising from A/E's default, breach of contract, or violation of contract terms shall be paid by A/E.

ARTICLE 16 TERMINATION

This Agreement may be terminated as set forth below.

16.1

By mutual agreement and consent, in writing, of both parties.

16.2

By County, by notice in writing to A/E, as a consequence of failure by A/E to perform the Basic Services set forth herein in a satisfactory manner.

16.3

By either party, upon the failure of the other party to fulfill its obligations as set forth herein.

16.4

By County, for reasons of its own and not subject to the mutual consent of A/E, upon not less than **thirty (30) days** written notice to A/E.

16.5

By satisfactory completion of all Basic Services and obligations described herein.

Should County terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination plus reimbursable expenses incurred shall thereafter be paid to A/E. In determining the value of the Basic Services performed by A/E prior to termination, County shall be the sole judge. Compensation for Basic Services at termination will be based on a percentage of the Basic Services completed at that time. Should County terminate this Agreement under **Section 16.4** above, then the amount charged during the **thirty (30)-day** notice period shall not exceed the amount charged during the preceding **thirty (30) days**.

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

A/E shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by A/E in support of the Basic Services under this Agreement.

ARTICLE 17 USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications, and data or programs stored electronically, (hereinafter referred to as "A/E Work Products") prepared by A/E and its subcontractors/ subconsultants are related exclusively to the services described in this Agreement and are intended to be used with respect to this Project. However, it is expressly understood and agreed by and between the parties hereto that all of A/E's designs under this Agreement (including but not limited to tracings, drawings, estimates, specifications, investigations, studies and other documents, completed or partially completed), shall be the property of County to be thereafter used in any lawful manner as County elects. Any such subsequent use made of documents by County shall be at County's sole risk and without liability to A/E.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, A/E hereby conveys, transfers, and assigns to County all rights under the Federal Copyright Act of 1976 (or any successor copyright statute), as amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

Upon execution of this Agreement, A/E grants to County permission to reproduce A/E's work and documents for purposes of constructing, using, and maintaining the Project, provided that County will comply with its obligations, including prompt payment of all sums when due, under this Agreement. A/E shall obtain similar permission from A/E's subcontractors/ subconsultants consistent with this Agreement. If and upon the date A/E is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

County shall not assign, delegate, sublicense, pledge, or otherwise transfer any permission granted herein to another party without the prior written consent of A/E. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of A/E Work Products appropriate to and for use in the execution of the Work. Submission or distribution of A/E Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of A/E Work Products shall be at County's sole risk and without liability to A/E and its subconsultants.

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by separate written agreement, set forth the specific conditions governing the format of such A/E Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by A/E for the convenience of County and use of them is at County's sole risk. In the case of any defects in electronic files or any discrepancies between them and any hardcopy of the same documents prepared by A/E, the hardcopy shall prevail. Only printed copies of documents conveyed by A/E shall be relied upon.

A/E shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project. Any such change shall be sealed by A/E making that change and shall be appropriately marked to reflect what was changed or modified.

ARTICLE 18 PERSONNEL, EQUIPMENT, AND MATERIAL

A/E shall furnish and maintain, at its own expense, quarters for the performance of all Basic Services, and adequate and sufficient personnel and equipment to perform the Basic Services as required. All employees of A/E shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of A/E who, in the reasonable opinion of County, is incompetent or whose conduct becomes detrimental to the Basic Services shall immediately be removed from association with the Project when so instructed by County. A/E certifies that it presently has adequate qualified personnel in its employment for performance of the Basic Services required under this Agreement, or will obtain such personnel from sources other than County. A/E may not change the Project Manager without prior written consent of County.

ARTICLE 19 SUBCONTRACTING

A/E shall not assign, subcontract, or transfer any portion of the Basic Services under this Agreement without prior written approval from County. All subcontracts shall include the

provisions required in this Agreement. No subcontract shall relieve A/E of any responsibilities under this Agreement.

ARTICLE 20 MODIFICATIONS

This instrument contains the entire Agreement between the parties relating to the right herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 Compliance.

A/E shall render the services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

A/E shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

A/E shall pay all taxes, if any, required by law arising by virtue of the Basic Services performed hereunder. County is qualified for exemption pursuant to the provisions of **Section 151.309 of the Texas Limited Sales, Excise, and Use Tax Act**.

ARTICLE 22 INDEMNIFICATION

A/E AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A NEGLIGENT ACT OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY A/E, A/E'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH A/E INCLUDING,

WITHOUT LIMITATION, A/E'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH A/E EXERCISES CONTROL.

A/E FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM A/E'S FAILURE TO PAY A/E'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY A/E.

A/E FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY ARISING OUT OF THE USE OF ANY PLANS, DESIGN, DRAWINGS, OR SPECIFICATIONS FURNISHED BY A/E IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23 PROFESSIONAL'S RESPONSIBILITIES

A/E shall be responsible for the accuracy of its Professional Services and shall promptly make necessary revisions or corrections to its Work Product resulting from errors, omissions, or negligent acts, and same shall be done without compensation. County shall determine A/E's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. A/E shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24 PROFESSIONAL'S SEAL

The responsible planner, landscape architect, architect and engineer shall sign, seal, and date all appropriate submissions to County in accordance with Texas laws and the rules of the State Boards of Registration for Professionals.

ARTICLE 25 INSURANCE

A/E shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

A/E, at A/E's sole cost, shall purchase and maintain, during the entire term while this Agreement is in effect, the following insurance:

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

25.1.3

Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$500,000 per occurrence and \$1,000,000 in the aggregate.

25.1.4

Professional Liability Errors and Omissions Insurance in the amount of \$ 2,000,000 per claim.

25.2 Additional Insureds; Waiver of Subrogation.

County, its directors, officers and employees shall be added as additional insureds under policies listed under (2) and (3) above, and on those policies where County, its directors, officers and employees are additional insureds, such insurance shall be primary; and, any insurance maintained by County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of County.

25.3 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. A/E further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which A/E is responsible hereunder, A/E shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$50,000 in A/E's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

A/E shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, A/E shall not allow any subcontractor/ subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved; and, such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of A/E hereunder.

25.5 Insurance Company Rating.

Required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A-rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued.

25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 No Arbitration.

It is the intention of County and agreed to and hereby acknowledged by A/E, that no provision of this Agreement shall be construed to require County to submit to mandatory arbitration in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required

hereunder or as may be required by law or a court of law with jurisdiction over the provisions of this Agreement.

25.8 Subcontractor/ Subconsultant's Insurance.

Without limiting any of the other obligations or liabilities of A/E, A/E shall require each subcontractor/ subconsultant performing work under this Agreement (to the extent a subcontractor/ subconsultant is allowed by County) to maintain during the term of this Agreement, at the subcontractor/ subconsultant's own expense, the same stipulated minimum insurance required in this **Article 25** above, including the required provisions and additional policy conditions as shown below in this **Article 25**.

A/E shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. A/E must retain the certificates of insurance for the duration of this Agreement and shall have the responsibility of enforcing these insurance requirements among its subcontractor/ subconsultants. County shall be entitled, upon request and without expense, to receive copies of these certificates of insurance.

25.9 Insurance Policy Endorsements.

Each insurance policy shall include the following conditions by endorsement to the policy:

25.9.1

County shall be notified **thirty (30) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

**Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, Texas 78626**

25.10.1

The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.

25.10 Cost of Insurance.

The cost of all insurance required herein to be secured and maintained by A/E shall be borne solely by A/E, with certificates of insurance evidencing such minimum coverage in force to be filed with County. Such certificates of insurance are evidenced as **Exhibit F**.

ARTICLE 26 SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. A/E may not assign, sublet, or transfer any interest in this Agreement, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of County.

ARTICLE 27 SEVERABILITY

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28 PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the sole agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter defined herein. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29 A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30 GENERAL PROVISIONS

30.1 Time is of the Essence.

A/E understands and agrees that time is of the essence and that any failure of A/E to complete the Basic Services within the agreed Production Schedule set out in **Exhibit C** may constitute a material breach of this Agreement. A/E shall be fully responsible for its delays or for failures to use its reasonable efforts in accordance with the terms of this Agreement and A/E's standard of performance as defined herein. Where damage is caused to County due to A/E's negligent failure to perform, County may accordingly withhold, to the extent of such damage, A/E's payments hereunder without waiver of any of County's additional legal rights or remedies.

30.2 Force Majeure.

Neither County nor A/E shall be deemed in violation of this Agreement if prevented from performing any of their obligations hereunder by reasons for which they are not responsible or circumstances beyond their control. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

30.3 Enforcement and Venue.

This Agreement shall be enforceable in Georgetown, Williamson County, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas excluding, however, its choice of law rules.

30.4 Standard of Performance.

The standard of care for all professional planning, landscape architecture, architecture, engineering, consulting and related services performed or furnished by A/E and its employees under this Agreement will be the care and skill ordinarily used by members of A/E's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

Where the terms of this Agreement provide for action to be based upon opinion, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and

shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Agreement.

30.9 Construction.

Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard

to the application of the Public Information Act to any items or data furnished to County as to whether or not the same are available to the public. It is further understood that County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

If there is an irreconcilable conflict between the terms and conditions set forth in this Agreement or any Supplemental Agreement and the terms and conditions set forth in any Exhibit, Appendix to this Agreement, the terms and conditions set forth in this Agreement or any Supplemental Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix this Agreement.

30.14 Appropriation of Funds by County.

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

ARTICLE 31 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such

lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32 EQUAL OPPORTUNITY IN EMPLOYMENT

The parties to this Agreement agree that during the performance of the services under this Agreement they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Agreement will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.

ARTICLE 33 MERGER

The Parties agree that this Agreement contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this Agreement.

ARTICLE 34 PUBLIC CONTACT

Contact with the news media, citizens of Williamson County or governmental agencies shall be the responsibility of County. Under no circumstances shall A/E release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35 A/E's REPRESENTATIONS

A/E represents that it is financially solvent, able to pay its debts as they become due, and possesses sufficient working capital to complete the services and perform its obligation under this Agreement and under the Contract Documents. A/E further represents and acknowledges that: (a) it is a sophisticated business entity that possesses the required level of experience and expertise in business administration, construction, and contract administration of projects of

similar or like size, complexity, and nature as the Project and (b) the fee stated in this Agreement is adequate compensation for the timely completion of the Basic Services.

ARTICLE 36 SIGNATORY WARRANTY

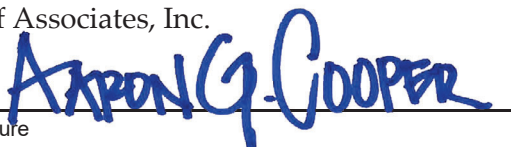
The undersigned signatory for A/E hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

IN WITNESS WHEREOF, County has caused this Agreement to be signed in its name by its duly authorized County Judge, thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

A/E:

Halff Associates, Inc.

By: _____
Signature



Aaron G Cooper

Printed Name

Landscape Architecture Team Leader

Title

Date Signed: **7/17/2023**

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

THE FOLLOWING SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE AGREEMENT. TO THE EXTENT THIS SCOPE OF SERVICES IS INCONSISTENT WITH THE AGREEMENT, THE AGREEMENT WILL SUPERSEDE THE SCOPE OF SERVICES AND WILL BE CONTROLLING.

In consideration of the Basic Fee provided in the Agreement, A/E shall perform the following Basic Services, based on standard planning, landscape architectural, and engineering practices:

These services may include, but are not limited to as-built drawings, landscape architectural, structural, civil, , cost estimates and construction administration, and specialized studies and analyses as agreed to by County and A/E.

GENERAL REQUIREMENTS

Design Criteria. A/E shall prepare all work in accordance with the latest version of applicable County's procedures, specifications, manuals, guidelines, standard drawings, and standard specifications. A/E shall prepare each Plans, Specifications, & Estimates (PS&E) package in a form suitable for letting through County's construction contract bidding and awarding process. PS&E package may not be used for construction until permitted and/ or approved in writing by all regulatory agencies associated with the project.

Right-of-Entry and Coordination. A/E shall notify County and secure permission to enter private property to perform any surveying, environmental, engineering or geotechnical activities needed off County property. In pursuance of County's policy with the general public, A/E shall not commit acts which would result in damages to private property, and A/E shall make every effort to comply with the wishes and address the concerns of affected private property owners. A/E shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

Progress Reporting. A/E shall submit monthly (at a minimum) a progress status e-mail to County's Project Manager (PM) regardless of whether A/E is invoicing for that month.

A/E shall prepare and maintain a design and estimated construction schedule in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. A/E shall schedule milestone submittals per Exhibit C – Production Schedule. Contractor shall prepare and maintain a construction schedule in Gantt chart format during the project Construction Administration Phase through the Close-out Phase.

Within **thirty (30) days** of completion of construction and final acceptance of the project, A/E shall deliver all electronic files in formats reasonably acceptable to County.

Final payment is contingent upon County's receipt and confirmation by County's PM that the electronic files function and are formatted in accordance with the Agreement and all review comments are addressed.

A/E shall prepare a letter of transmittal to accompany each document submittal to County. At a minimum, the letter of transmittal must include County's project name, Agreement and Work Authorization numbers, as well as facility name and address.

Coordination. A/E shall coordinate issues through County's PM. County will communicate, in writing, the resolution of issues and provide A/E direction through County's PM.

Level of Effort. A/E shall base the level of effort at each phase on the prior work developed in earlier phases without unnecessary repetition or re-study.

Quality Assurance (QA) and Quality Control (QC). A/E shall provide peer review at all levels. For each deliverable, A/E shall maintain evidence of A/E's internal review and mark-up of that deliverable as preparation for submittal. When internal mark-ups are requested by County in advance, County, at its sole discretion, may reject the deliverable should A/E fail to provide the evidence of internal mark-ups. A/E shall clearly label each document submitted for QA as an internal mark-up document.

A/E shall perform QA and QC on all consultant products (when applicable to the project) prior to delivery to County. If, during the course of reviewing a submittal, it becomes apparent to County that the submittal contains unreasonable errors, omissions, or inconsistencies, County may cease its review and immediately return the submittal clearly outlining said deficiency(s) for appropriate action by A/E.

A submittal returned to A/E for this reason is not a submittal for purposes of the submission schedule. Rejected submittals shall neither impact the overall deadline of the Project nor the review period allotted to County officials. A/E shall provide an updated schedule showing interim submission date changes to make-up for any lost time. A/E shall not submit an invoice until County accepts the submittal as reasonably complete.

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract. PS&E package may not be used for construction until permitted and/ or approved in writing by all regulatory agencies associated with the project.

Naming of Electronic Project Files and Organization of Design Project Folders. A/E shall use

succinct and understandable file names including project name, document content, and date created (i.e. "Project_DOCUMENT_yyyy.mm.dd"). A/E shall maintain files in an organized folder structure that is readily understandable to outside users to facilitate communication and minimize complications in project close-out.

Referenced Documents. County standardized design and procedure documents are provided for public reference at the following web address:

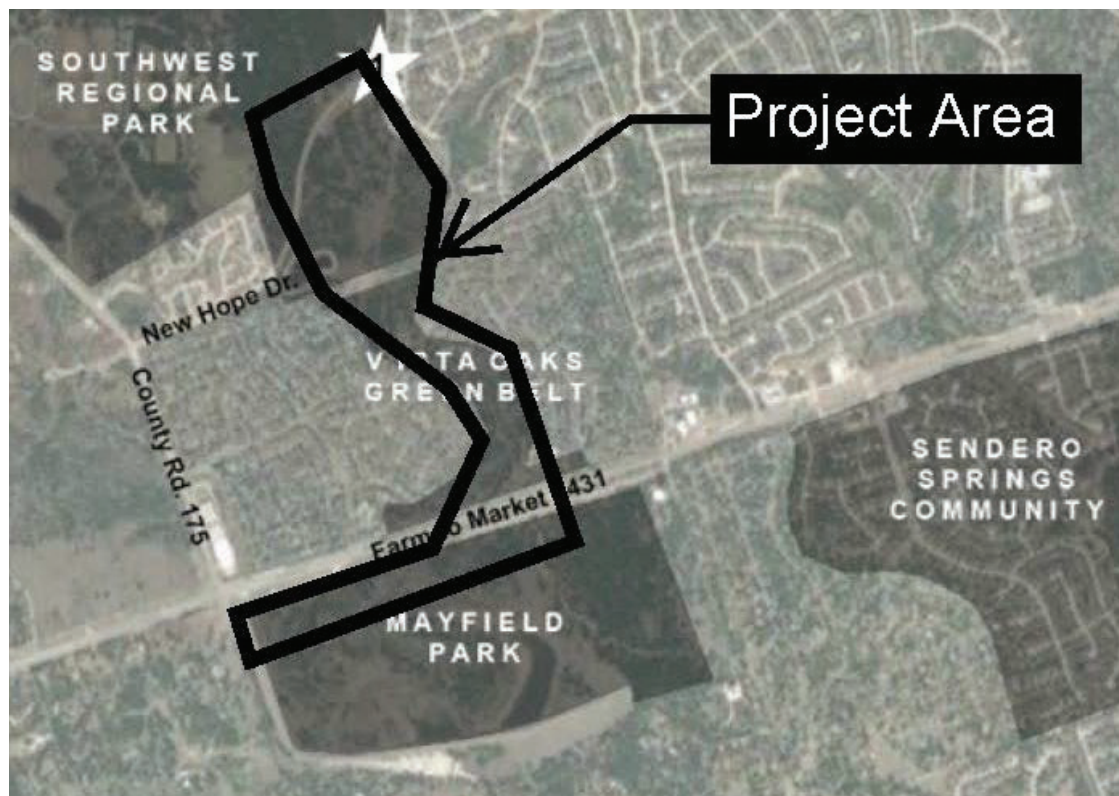
<https://www.wilco.org/Departments/Facilities-Management/Documents>

SCOPE OF WORK:

Southwest Regional Trail extension from Southwest Regional Park to Sam Bass Rd. at FM 1431
A 14-ft. wide trail approximately 1.85 miles in length

Parks Department

P553 - D1



Professional Design services shall be conducted in phases as outlined herein. Phases may be combined to expedite design process when defined in Exhibit C – Production Schedule. Individual phases or groups of phases shall be authorized herein or by fully executed Supplemental Agreement.

Phase I - DATA COLLECTION, INVENTORY, AND ANALYSIS

Complete

Phase II - PRELIMINARY TRAIL ROUTE PLAN AND STAKEHOLDER ENGAGEMENT

Complete

Phase III - TRAIL ROUTE PLAN AND PRELIMINARY DESIGN REPORT

Complete

Phase IV - TRAIL ROUTE VERIFICATION

Upon County Notice to Proceed, A/E shall proceed with the following services:

- A. Provide overall project management services including budget control, schedule control, project coordination.
- B. Document and distribute minutes of all meetings with County.
- C. Coordinate a kick-off meeting with the County to identify project goals, schedules, and projected milestones.
- D. Attend Preliminary site visit/meeting and pre-development meetings (3 meetings).
- E. Conduct a preliminary route site verification with County based on the alignment identified in the Preliminary Design Report (PDR) Phase 1 dated January 2022. This phase will include the following:
 - i. Prepare overall project base map of existing conditions from the PDR provided data to be used for initiate project kick-off and site assessment.
 - ii. Perform a kick-off/site verification walk with the design team, County, and key stakeholders (Vista Oaks HOA representative) to identify site opportunities and constraints for the trail alignment (1 meeting).
 - iii. Mark trail route by staking, flagging and/or handheld GPS coordinates for use by survey and environmental team members to conduct field work.
 - iv. Photo inventory existing conditions of proposed trail route, opportunities, and constraints.

- v. Prepare an updated base map with revised trail alignment for use by A/E and County.
 - vi. Coordinate and conduct predevelopment meetings as required (3 anticipated).
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase Va - DESIGN SUPPORT – Surveys, Analyses, and Reports

Upon County acceptance of previous phase, A/E shall proceed with the following services:

- A. Provide overall project management services including budget control, schedule control, project coordination.
- B. Document and distribute minutes of all meetings with County.
- C. Design Support:
 - i. Boundary Verification Survey in substantial accordance with TSPS Category 1-B, Condition II requirements.
 - ii. Topographic & Tree Survey of a 50-ft wide trail located within the Project Area.
 - iii. Metes and Bounds Descriptions and accompanying parcel exhibits as needed.
 - iv. Hydrologic and Hydraulic Modeling Analysis of Honey Bear Creek and Dry Fork Tributary 1 at crossing locations of proposed trail improvements and FM 1431 culverts and along Honey Bear Creek where the proposed trail will run parallel on the west bank.
 - v. Geotechnical Engineering field study, laboratory testing, and engineering report.
 - vi. Geologic Assessment to fulfill TCEQ reporting requirements.
 - vii. Karst Feature Survey in accordance with USFWS guidelines.
 - viii. Wetland Delineation and Preliminary Jurisdictional Determination to identify the limits of the waters of the United States (WOTUS).
 - ix. Section 404 Permitting Compliance Assessment and Desktop Threatened and Endangered Species Habitat Assessment.
 - x. Antiquities Code of Texas Compliance per Title 9, Chapter 191 of the Texas

Natural Resources Code.

- xi. TxDOT Categorical Exclusion (CE), if required, by coordinating with the TxDOT District Environmental Coordinator.
- D. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the previous Phase.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase Vb – DESIGN DEVELOPMENT – 60% Plans, Specifications and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following services:

- A. Provide overall project management services including budget control, schedule control, project coordination.
- B. Document and distribute minutes of all meetings with County.
- C. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the previous Phase.
- D. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, civil, and site work.
- E. Prepare a Design Development level cost estimate in a form acceptable to County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VI - CONSTRUCTION DOCUMENTS – 100% Plans, Specifications, and Estimate

Upon County acceptance of previous phase, A/E shall proceed with the following services:

- A. Provide overall project management services including budget control, schedule control, project coordination.
- B. Document and distribute minutes of all meetings with County.
- C. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the previous Phase.

- D. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.
- E. Prepare a detailed cost estimate of the project on a form acceptable to County.
- F. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VII – REGULATORY REVIEW AND PERMITTING

Upon County acceptance of previous phase, A/E shall proceed with the following services:

- A. When applicable, register as the Owner's Designated Agent for correspondence with jurisdictions having review authority.
- B. Coordinate with County for filing, permit review, application, and inspection fees to be paid by County.
- C. **TEXAS DEPARTMENT OF LICENSING AND REGULATIONS:
TEXAS ACCESSIBILITY STANDARDS (TAS) COMPLIANCE**
 - i. A/E shall register the project with the TDLR, submit plans and address any comments as required for conditional plan approval to secure compliance with the Texas Accessibility Standards and American with Disabilities Act.
- D. **TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ):
EDWARDS AQUIFER WATER POLLUTION ABATEMENT PLAN (WPAP)**
 - i. Prepare a formal TCEQ WPAP application for the proposed trail improvements.
 - ii. Review and incorporate Geological Assessment / Karst Survey within application.
 - iii. Meet with TCEQ to review application and address any comments required for approval/permitting (2 meetings).
- E. **WILLIAMSON COUNTY SITE DEVELOPMENT PERMIT**
 - i. A/E shall follow all required development permit processes within the Williamson County Development Services.
 - ii. A/E shall schedule and attend a pre-development meeting and provide all documents necessary to secure approvals and permitting. If required, a LOMR/ CLOMR will be an additional service.

- iii. A/E shall also schedule and attend 2 meetings with County as required.

F. UPPER BRUSHY CREEK WATER CONTROL AND IMPROVEMENT DISTRICT (UBC WCID)

- i. A/E shall schedule and attend a pre-submittal meeting with UBC WCID to discuss the extents of the proposed trail improvements.
- ii. Prepare and submit development permit application and support plans and documentation as required.
- iii. Any fill and/or additional impervious cover within the UBC WCID inundation easement will require a compensatory cut of an additional 25% for each. Detailed hydrologic or hydraulic analysis for the placement of the compensatory cut as part of this project is excluded from this scope.
- iv. Review and address any comments required for approval and permitting.
- v. Assist COUNTY by providing technical information for a Memorandum of Understanding (MOU) and attend maximum of 2 meetings with County and UBC WCID.

G. TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) TRAIL IN RM 1431 RIGHT OF WAY (R.O.W.)

- i. Prepare exhibits showing proposed improvements within R.O.W.
- ii. Review and discuss with TxDOT Austin District and/or TxDOT Georgetown Area Office personnel to determine the required environmental studies and public involvement activities required in accordance with the National Environmental Policy Act (NEPA) of 1969 and the Council on Environmental Quality (CEQ) Regulations, 23 Code of Federal Regulations (CFR) Part 771, and 43 Texas Administrative Code (TAC) Chapter 2. If required, a Categorical Exclusion (CE) will be an additional service.
- iii. Provide detailed hydrologic or hydraulic analysis for existing Honey Bear Creek box culverts under RM 1431.
- iv. Provide design criteria and options for possible modification to one box culvert for use as possible pedestrian trail underpass.
- v. Prepare and submit permit application(s) as required.
- vi. Meet with TxDOT to review application and address any comments required for approval/permitting.

H. CITY OF ROUND ROCK PARKS AND RECREATION DEPARTMENT

- i. Submit plans at design intervals for a cursory review with no permitting required.

- I. Revise plans, specifications, and construction cost estimate as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- J. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase VIII – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

Upon County acceptance of previous phase, A/E shall proceed with the following services:

- A. Participate in a Pre-bid Meeting, answer RFI's from Contractors and suppliers, and prepare addenda items as required.
- B. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase IX - CONSTRUCTION ADMINISTRATION - Project Observation and Reviews:

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Review and submit copies of each shop drawing and submittal of materials and equipment to County.
- C. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
- D. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
- E. Review progress estimates of work performed and invoiced by Contractor. Within one (1) week of receipt, submit written reviews to County.
- F. Accompany County on Substantial Completion walk-through with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.

- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase X – PROJECT CLOSE-OUT – Final Inspection and Document Review:

Upon County acceptance of previous phase, A/E shall perform the following services:

- A. Accompany County on Final Inspection to determine if construction has been completed in general accordance with the Contract Documents.
- B. Review warranties, guarantees, bonds, equipment operating instructions, and similar deliverables to verify receipt, and general conformance to requirements of the Contract.
- C. After determining that the general requirements of the Plans and Specifications have been met, certify and approve Contractor's Final Application for Payment.
- D. Upon completion of construction and prior to the request for final payment, make changes in the original REVIT or model CAD files of the Project to show changes made and noted by Contractor of the work and final location of the mechanical service lines and outlets including outside utilities. Develop project Record Construction Drawings and Specifications.
- E. Provide deliverables in accordance with County's Design Submittal Guidelines.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

\$ 493,630	100%
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65%	Halff (Landscape Architecture & Civil)	\$ 321,130
10%	Halff (Survey)	\$ 49,500
17%	Halff (Hydrology, Environmental, & Antiquities)	\$ 86,000
7%	Raba-Kistner (Geotech & Geologic)	\$ 37,000

Phases I-III DATA, ROUTE PLAN, DESIGN REPORT

COMPLETE

Phases IV - TRAIL ROUTE VERIFICATION	\$ 11,673	2%
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Halff (Landscape Architecture & Civil)	\$ 11,673	
Halff (Survey)	\$ -	
Halff (Hydrology, Environmental, & Antiquities)	\$ -	
Raba-Kistner (Geotech & Geologic)	\$ -	

Phases Va - DESIGN SUPPORT	\$ 173,063	35%
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Halff (Landscape Architecture & Civil)	\$ 3,063	
Halff (Survey)	\$ 49,500	
Halff (Hydrology, Environmental, & Antiquities)	\$ 83,500	
Raba-Kistner (Geotech & Geologic)	\$ 37,000	

Phases Vb - DESIGN DEVELOPMENT (60%)	\$ 73,383	15%
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Halff (Landscape Architecture & Civil)	\$ 73,383	
Halff (Survey)	\$ -	
Halff (Hydrology, Environmental, & Antiquities)	\$ -	
Raba-Kistner (Geotech & Geologic)	\$ -	

Phase VI - CONSTRUCTION DOCUMENTS (100%)	\$ 48,922	10%
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Halff (Landscape Architecture & Civil)	\$ 48,922	
Halff (Survey)	\$ -	
Halff (Hydrology, Environmental, & Antiquities)	\$ -	
Raba-Kistner (Geotech & Geologic)	\$ -	

Phase VII - REGULATORY REVIEW AND PERMITTING	\$ 90,563	18%
Halff (Landscape Architecture & Civil)	\$ 88,063	
Halff (Survey)	\$ -	
Halff (Hydrology, Environmental, & Antiquities)	\$ 2,500	
Raba-Kistner (Geotech & Geologic)	\$ -	
Phase VIII - BIDDING, AWARD, AND EXECUTION	\$ 18,003	4%
Halff (Landscape Architecture & Civil)	\$ 18,003	
Halff (Survey)	\$ -	
Halff (Hydrology, Environmental, & Antiquities)	\$ -	
Raba-Kistner (Geotech & Geologic)	\$ -	
Phase IX - CONSTRUCTION ADMINISTRATION	\$ 74,963	15%
Halff (Landscape Architecture & Civil)	\$ 74,963	
Halff (Survey)	\$ -	
Halff (Hydrology, Environmental, & Antiquities)	\$ -	
Raba-Kistner (Geotech & Geologic)	\$ -	
Phase X - PROJECT CLOSE-OUT	\$ 3,063	1%
Halff (Landscape Architecture & Civil)	\$ 3,063	
Halff (Survey)	\$ -	
Halff (Hydrology, Environmental, & Antiquities)	\$ -	
Raba-Kistner (Geotech & Geologic)	\$ -	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Seven Hundred Fifty (750) calendar days** from the date of this Agreement.

The above time limits may, for good cause, be extended, in writing, by County as the Project proceeds.

The schedule below indicates various project milestones and target dates.
Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date

08/01/23

Phase I-III - DATA, ROUTE PLAN, DESIGN REPORT

COMPLETE

Phase IV - TRAIL ROUTE VERIFICATION

Predevelopment deliverables (base map, notes, photos)	09/01/23
County written authorization to proceed to next phase	09/22/23

Phase Va - DESIGN SUPPORT

Record Document deliverables	12/22/23
Design Support Services complete	06/19/24

Phase Vb - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	09/29/23
County written authorization to proceed to next phase	10/20/23

Phase VI - CONSTRUCTION DOCUMENTS

Complete Plans, Specifications and Estimate deliverables	01/19/24
County written authorization to proceed to next phase	02/09/24

Phase VI - REGULATORY REVIEW AND PERMITTING

Sealed Plans and Specifications and Estimate deliverables to County	02/16/24
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Plans submittal and Permit applications submittal to regulatory entities	02/16/24
Site Development and Construction Permits received from City	06/14/24

Phase VIII - BIDDING, AWARD, AND EXECUTION

Permitted Plans and Specifications and Estimate deliverables to County	06/21/24
County advertises project for Bid	07/05/24
Contract Award	08/20/24

Phase IX - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	09/19/24
Construction Substantial Completion	06/16/25

Phase X - PROJECT CLOSE-OUT

Record Documents deliverables	07/16/25
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All services shall be complete on, or before:	08/20/25
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EXHIBIT D

WILLIAMSON COUNTY VENDOR REIMBURSEMENT POLICY

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

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

1. Invoices and Affidavits

- 1.1** Invoices must adequately describe the goods or services provided to the 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 the 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 the 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 the 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 the 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 the 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** The 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 the 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** The 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 the County as back up for the request for reimbursement.

- 6.6** Insurance purchased when renting vehicle may also be reimbursed.
- 6.7** Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1** Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2** Per code of **Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d)**, all expense reimbursement requests must include the following:
 - 7.2.1 Date
 - 7.2.2 Destination
 - 7.2.3 Purpose
 - 7.2.4 Name of traveler(s)
 - 7.2.5 Correspondence that verifies business purpose of the expense
- 7.3** The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4** Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5** Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6** Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7** Mileage 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 the 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.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 - b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;
 - d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and
 - e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Halff Associates, Inc.

Signature of Certifying Official

Printed Name of Certifying Official

Title of Certifying Official

Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by _____
the _____ of _____, on behalf of said firm.
Signatory Name
Signatory Title Entity Name

Notary Public in and for the
State of Texas

My commission expires: _____

EXHIBIT F
CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

Commissioners Court - Regular Session**39.****Meeting Date:** 07/25/2023

Sheets and Crossfield Engagement

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

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the engagement of the law firm of Sheets & Crossfield, PLLC to represent Williamson County in relation to various aspects of real estate, eminent domain/condemnation, economic development matters and general legal matters as assigned by the County Judge or Commissioners (as more fully set out in the engagement letter); and exemption of those attorney 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 Section 262.024(a)(4) of the Texas Local Government Code.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Engagement Letter

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Kathy Pierce

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 09:12 AM

Started On: 07/19/2023 05:34 PM

ATTORNEY/CLIENT ENGAGEMENT AGREEMENT
(Williamson County, Texas)

THIS ENGAGEMENT AGREEMENT ("Agreement") is made this ____ day of _____, 2023, by and between WILLIAMSON COUNTY, TEXAS, "Client", and SHEETS & CROSSFIELD, P.L.L.C., "Attorney".

Client, in consideration of services to be rendered by Attorney to Client, retains Attorney to represent it as attorney in connection with legal services on behalf of the Client, said services described more fully below.

Client and Attorney agree:

1. Attorney will devote his professional abilities to the legal matters, strive to keep Client informed of all significant developments in matters handled by the Attorney and be available to answer inquiries. Attorney will coordinate with County Attorney regarding all legal matters.
2. Client agrees to compensate Attorney for his services at the rates described herein for the time which has been devoted to Client's legal matters. From time to time it may be necessary for other members of the law firm to assist in the Client's matter, and Client agrees to compensate Attorney for these services at the following rates:

Partner	\$285/hr.
Senior Attorney:	\$275/hr
Associate attorney:	\$250/hr
Project Manager (ROW)	\$200/hr
Paralegal (ROW)	\$100/hr

Client agrees to pay to Attorney costs and disbursements incurred in said matter, including but not limited to: (1) long distance telephone charges; (2) facsimile charges; and (3) copying charges.

Client agrees to pay invoices (with no added fees or mark-ups) submitted by Attorney for subcontractors of Attorney, including, but not limited to, surveyors, right-of-way agents, appraisers and others assisting Attorney in the provision of legal services for the Client.

We will review our billing rates annually but will commit to notifying you 60 days in advance.

3. Attorney's fee will include the following services:

Representation of Client in various aspects of real estate and eminent domain/condemnation law, including but not limited to real estate and easement negotiation, acquisition, and if necessary, prosecution of condemnation through

completion, or any additional related services and issues connected with the acquisition of right-of-way, as well as advise Client or its designated representatives in the areas described herein.

Representation of Client, including counsel, advice, review and preparation of documents for matters related to County Road Bond Funds, up to the point of initiating litigation on behalf of County.

Representation of Client regarding general acquisition of real estate, economic development issues and preparation of documents related thereto.

Representation of Williamson County Conservation Foundation.

Representation of Williamson County on all general matters as assigned by the County Judge or Commissioners. The County Attorney will be consulted on any and all matters so assigned.

4. **Client has the right to cancel this Agreement and terminate Attorney's representation at any time by written notice to the Attorney.** Attorney agrees that irrespective of the merit of any cause of action, Attorney will never contest fee payments, or institute legal proceedings to recover said fee payments, except for payment for services already provided.
5. Client and Attorney agree that this Agreement can only be amended by a written document signed by both Client and Attorney.

DATED: _____, 2023

SHEETS & CROSSFIELD, P.L.L.C.

By: Don Childs
Don Childs, Partner

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Commissioners Court - Regular Session**40.****Meeting Date:** 07/25/2023

Engagement Letter - Bickerstaff Heath Delgado Acosta LLP

Submitted By: Shannon Francis, General Counsel**Department:** General Counsel**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to provide defense of tort liability cases or claims for Williamson County, and other legal services assigned or requested, only if the scope of which is confirmed by the Williamson County Commissioners Court or its Office of General Counsel in writing at the time of assignment; and exemption of 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

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

engagement letter - bickerstaff

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Shannon Francis

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 10:45 AM

Started On: 07/20/2023 10:12 AM

Bickerstaff Heath Delgado Acosta LLP

3711 S. MoPac Expy., Building 1, Suite 300, Austin, Texas 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of Williamson County.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, C. Robert Heath, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. We will include all information reasonably requested by you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to you and Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

WILLIAMSON COUNTY

BICKERSTAFF HEATH DELGADO ACOSTA LLP



By: _____

By: _____

C. Robert Heath

[Printed name]

Title: _____

Date: _____

cc: Billing Department

Exhibit A — Scope of Services
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Defense of tort liability cases or claims for Williamson County, and
- Other legal services assigned or requested, only if the scope of which is confirmed by the Williamson County Commissioners Court or its Office of General Counsel in writing at the time of assignment.

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B — Billing Rates
Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2023 Billing Rate
Albright, Stefanie	\$330
Arnold, Philip	\$330
Caputo, Cobby	\$415
Caroom, Doug	\$425
Dugat, Bill	\$385
Falk, Syd	\$440
Gonzalez, Vanessa	\$370
Heath, Bob	\$480
Katz, Joshua	\$355
Kimbrough, Chuck	\$325
Maxwell, Susan	\$370
Miller, Gregory	\$305
Rogers, Emily	\$370
Russell, Claudia	\$370
Seaquist, Gunnar	\$355
Than, Catherine	\$370
Weller, Steven	\$370
Kelley, Kimberly	\$250
Labashosky, Sara	\$290
Robinson, Lori	\$300
Delgado, Hector	\$425
Mendez, David	\$425
Mendez, Manuel	\$425
Pagan, Kevin	\$415
Legal Assistants/Specialists	\$190
McCall, Sherry	\$240

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Exhibit D—Verification Required by Texas Government Code Chapter 2271
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.



SIGNED BY:

C. Robert Heath
July 19, 2023

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and Williamson County.

Commissioners Court - Regular Session**41.****Meeting Date:** 07/25/2023

Seward Jct Lease

Submitted By: Hal Hawes, General Counsel**Department:** General Counsel**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a Lease Agreement between Williamson County and Freestyle Sports, LLC for that certain property designated 75 Seward Junction Loop, Liberty Hill, Texas and being described an approximate 1.7703 acre (77,114 SF) tract of land.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Lease Agreement - Freestyle Sports

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 02:32 PM

Started On: 07/20/2023 11:36 AM

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease") is made between **Williamson County, Texas**, a political subdivision of the State of Texas, hereafter called "Lessor", and **Freestyle Sports, LLC**, hereafter called "Lessee". The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE PROPERTY. The Lessor leases to the Lessee, and the Lessee rents from the Lessor, the commercial property described below:

That certain property designated 75 Seward Junction Loop, Liberty Hill, Texas and being described as all of the certain 1.7703 acre (77,114 SF) tract of land in the Noah Smithwick Survey, Abstract No. 590, Williamson County, Texas, being a portion of the remainder of that certain called 2.67 acre tract of land described in a Deed of record in Document No. 1998064566, Official Public Records of Williamson County, Texas, which is depicted by an aerial image in Exhibit "A" that attached hereto and incorporated herein by reference (the "Leased Premises").

I. TERMS OF LEASE.

A. Initial Term. The initial term of this Lease shall be a period of five (5) years, commencing on August 1, 2023 ("Commencement Date"), and ending on midnight on July 31, 2028 ("Initial Term").

B. Extension Terms. Following the Initial Term, the Lease shall automatically renew for up to two (2) additional and separate one (1) year terms; provided that Lessee also wishes to continue this Lease (each separate extension being referred to as an "Extension Term" and multiple extensions being collectively referred to as "Extension Terms"). Each new Extension Term shall begin on the expiration of the Initial Term or the expiration of the prior Extension Term, whichever the case may be. All terms, covenants, and provisions of this Lease shall apply to each Extension Term. The total term of this Lease, including all Extension Terms, if any, shall not exceed a maximum combined period of seven (7) years.

II. RENTAL.

A. Rental for Initial Term. In advance on the First (1st) day of each calendar month, beginning on the First (1st) day of the month immediately following the Commencement Date, Lessee agrees to pay, without demand, deduction or offset, to Lessor **\$967.19*** as additional rent for Lessee's payment of estimated real property taxes assessed against the Leased Premises, as set forth below. In advance on the First (1st) day of each calendar month, beginning on February 1, 2024, Lessee agrees to pay, without demand, deduction or offset, to Lessor **\$2,520.00** as rent for the Leased Premises. Lessee's payment of rent and the Lessee's payment of the estimated real property taxes assessed against the Leased Premises shall be made payable to Williamson County, Texas and delivered to: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

***In the event that Lessee obtains property tax exemption status from the Williamson Central Appraisal District during this Lease and no property taxes are assessed against the Leased Premises thereafter, Lessee shall not be required to pay the above-mentioned estimated property taxes as additional rent. The above set forth amount is an amount equal to one-twelfth (1/12) of the estimated Taxes as calculated by Lessor and the actual Taxes that become due may be higher or lower than such amount. Furthermore, should Lessee make improvements to the Leased Premises, the actual Taxes owed by Lessee will possibly increase. See Article IV. for the terms and conditions relating to Taxes.**

B. Rent Adjustment for Extension Term(s). Following the Initial Term, the rent will be adjusted on the first day of each Extension Term (the "Adjustment Date") to reflect increases in the Consumer Price Index for "All Urban Consumers, U.S. City Average, All Items," issued by the Bureau of Labor Statistics of the United States Department of Labor. The adjustments in the then current rent will be determined by multiplying the rental amount paid during the Initial Term ("Initial Base Rent") by a fraction, the numerator of which is the index number for the last month before the adjustment and the denominator of which is the index number for the first month of the Initial Term. If the product is greater than the Initial Base Rent, Lessee will pay this greater amount as base rent until the next rental adjustment. The base rent for any Extension Term will never be less than the Initial Base Rent.

C. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any month's rent, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

III. SECURITY DEPOSIT. Upon request by Lessor, Lessee shall deposit with Lessor an amount equal to one (1) month's rent, as security for faithful performance of the terms of the Lease. The deposit shall be held in a separate account for the benefit of Lessee, and it shall be returned to Lessee, without interest and less any lawful deductions of same, on full performance of the provisions of this Lease.

Lessor may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid or accelerated rent; (b) late charges and returned check charges; (c) unpaid utilities; (d) costs of cleaning, deodorizing and repairing the Leased Premises

and its contents for which Lessee is responsible; (e) replacing unreturned keys or other security devices; (f) the removal of all unauthorized locks, fixtures, improvements installed by Lessee; (g) packing, removing, and storing abandoned property; (h) costs of reletting, if Lessee is in default; (i) attorney's fees and costs of court incurred in any proceeding against Lessee; and/or (j) other items Lessee is responsible to pay under the terms of this Lease.

In the event the deductions from the security deposit exceeds the amount of the security deposit, Lessee will pay Lessor the excess amount within Ten (10) days after Lessor makes written demand on Lessee. The security deposit will be applied first to any non-rent items then to any unpaid rent.

IV. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Real Property Tax Reimbursement: Lessee agrees to pay all taxes, assessments and governmental charges of any kind and nature whatsoever (hereinafter collectively referred to as the "Taxes"), levied or assessed against the Leased Premises. Included also shall be all costs in contesting, rendering and otherwise adjusting the Taxes.

- 1. Payment of Taxes to Lessor:** On the First (1st) day of each month during the Initial Term and any extended term thereafter, Lessee shall pay to Lessor, as additional rent, without offset or deduction, an amount equal to one-twelfth (1/12) of the estimated Taxes as calculated by Lessor (prorated for any partial month). The estimated Tax payment for the Initial Term is set forth herein-above.
- 2. Tax Statement; Deficiency or Offset of Tax Costs:** On or before January 31st of the Initial Term or any extended term of the Lease, Lessor shall furnish to Lessee a tax statement showing the total actual Tax costs for such Lease term and the total amount of Tax payments made by Lessee during such Lease term.
 - a.** If Lessee's actual Tax costs exceeds the aggregate of Lessee's monthly payments made during the current Lease term, Lessee shall pay Lessor the deficiency within thirty (30) days after receipt of the statement.
 - b.** If Lessee's monthly payments exceed Lessee's actual Tax costs as shown on the statement, Lessee shall be entitled to offset the excess against payments thereafter becoming due for Lessee's actual Tax costs. In the event the Lease has been terminated or has expired prior to determining that Lessee's monthly payments exceeded Lessee's actual Tax costs, any excess amounts paid by Lessee will first be applied to any amounts that may be due and owing Lessor at that time and any excess remaining thereafter, if any, shall be paid to Lessee.
 - c.** Lessee's rent payment shall be adjusted in the event the Taxes increase

or decrease thereby causing the Lessee's actual Tax costs to change. Lessor will notify Lessee of any rent adjustment in the tax statement that is sent to Lessee on or before January 31st.

C. Remedy for Non-Payment: If Lessee should fail to pay any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such Taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any Taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

D. Adjustment to Taxes; Contest of Taxes:

1. Lessee may, at its sole cost and expense, in its own name(s) and/or in the name of Lessor, dispute and contest the Taxes by appropriate proceedings diligently conducted in good faith but only after Lessee has deposited with the Lessor the amount so contested and unpaid, which shall be held by Lessor without obligation for interest until the termination of the proceedings, at which times the amount(s) deposited shall be applied by Lessor toward the payment of the items held valid (plus any court costs, interest, penalties and other liabilities associated with the proceedings), and any excess shall be returned to Lessee. Lessee further agrees to pay to Lessor upon demand all court costs, interests, penalties and other liabilities relating to such proceedings.
2. Any payment to be made pursuant to this section with respect to the real estate tax year in which this Lease commences or terminates shall bear the same ratio to the payment which would be required to be made for the full tax year as that part of such tax year covered by the term of this Lease bears to a full tax year.

E. Property Tax Exempt Status: In the event that Lessee obtains property tax exemption status from the Williamson Central Appraisal District during any time period following the execution of this Lease and no property taxes are assessed against the Leased Premises for such time period, Lessee shall not be required to pay the property taxes as additional rent during the period of time that no property taxes are assessed against the Leased Premises.

V. ALTERATIONS, IMPROVEMENTS AND UTILITIES.

A. Alterations and Improvements by Lessee. Lessor agrees that Lessee may make any exterior or interior alterations or improvements to the Leased Premises as Lessee may deem desirable for the permitted use of the Leased Premises, at Lessee's option, sole expense and without cost to Lessor, at any time during the Initial Term or any Extension Term; provided, however, Lessee shall comply with the requirements set forth below in sections (i) through (v) below.

- i. All work shall be completed in a lien-free manner; at a time and in a manner that does not unreasonably interfere with adjacent property owners; and in compliance with all applicable laws, ordinances, fire codes and regulations. Lessee shall, at Lessee's expense, make any alterations or improvements to the Leased Premises that may be required, as set forth elsewhere in this Lease, in order to comply with ADA or other laws and which are necessitated by, or triggered as a result of, any alterations or improvements made by Lessee to the Leased Premises.
- ii. Lessee shall submit to Lessor, at least thirty (30) days prior to the anticipated construction commencement date, copies of detailed working drawings, plans and specifications prepared for or on behalf of Lessee.
- iii. Any alterations or improvements which would affect any of the structural or load bearing elements of buildings on the Leased Premises, including the load bearing walls, foundation and structural supports; or increase the area of the Leased Premises by horizontal or vertical expansion, shall require the written approval of Lessor before the commencement of construction. Lessor shall have twenty (20) days after the detailed working drawings, plans and specifications have been submitted to Lessor within which to object or accept the proposed alterations or improvements. Any changes or corrections required by Lessor will be submitted to Lessee within the twenty (20) day period. If Lessor fails to object in writing to the proposed alterations or improvements within the twenty (20) day period, Lessor will be deemed to have accepted Lessee's proposed alterations or improvements. Any changes or corrections required by Lessor must be made and plans resubmitted to Lessor within twenty (20) days after the required corrections or changes have been noted. Lessor's failure to object to such resubmitted plans and specifications within twenty (20) days shall constitute Lessor's approval of the changes. However, notwithstanding any other provision to the contrary in this Lease, Lessee shall have the right to install in and on the Leased Premises any equipment without the prior written approval of Lessor so long as the installation of any such equipment is not in violation of any local or federal laws or regulations.
- iv. Lessee shall, prior to commencement of construction and at all times until completion of construction, maintain and furnish to Lessor or cause Lessee's construction contractor to maintain and furnish proof of insurance coverages 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 Lessor.

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 OCCURRENCE
Comprehensive General Liability	\$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

- e. Property damage
- | PER PERSON | PER OCCURRENCE |
|-------------|----------------|
| \$1,000,000 | \$1,000,000 |

Aggregate policy limits No aggregate limit

- f. Damages to Rented Premises coverage in the minimum amount of \$100,000.

- g. Medical Expenses coverage in the minimum amount of \$10,000.

- h. All policies provided by the Lessee must provide as follows:

1. that the policy shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) calendar days prior written notice, or ten (10) calendar days for non-payment of premium, has been given to the Lessor;
2. the insurance shall be deemed primary with respect to any insurance or self-insurance carried by Lessor;
3. that the Lessor, its officials, directors, employees, representatives, and volunteers are added as additional insured;
4. that the workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of the Lessor.

- v. Lessee agrees that it will not permit any mechanic's, materialmen's, or other liens to stand against the Leased Premises for work or materials furnished in connection with any such alterations, remodeling or improvements. Provided, however, that Lessee shall have the right to contest the validity of any such lien or claim, but upon a final determination of the validity thereof, Lessee shall immediately pay any judgment or decree rendered against Lessee, with all proper costs and charges, and shall cause any lien to be released of record without cost to Lessor. During the pendency of any such contest, Lessee shall, at Lessee's expense, take such action as may be necessary in order to preclude foreclosure or other enforcement of such lien and, upon request by Lessor,

shall bond around such lien as provided in Section 53.171 *et. seq.* of the Texas Property Code.

B. Utility Facilities and Services. Lessee hereby acknowledges and understands that utility facilities either do not exist or they are not in operable condition as of the execution of this Lease and that Lessee shall solely bear all expenses that may be necessary to acquire such utilities and related facilities to the Leased Premises. Furthermore, Lessee shall be responsible for arranging and paying for all utility facilities and services required in and to the Leased Premises since no utilities or utility facilities will be provided by Lessor. Such utility facilities and services shall include but not limited to electricity, gas, water, wastewater, telephone, IT communication services, alarm monitoring systems, television, sewer charges, and trash collection. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities and utility facilities to the Leased Premises. Lessee must, at a minimum, keep the following utilities on at all times during any term of this Lease (to the extent they are available at the Leased Premises): gas; electricity; water; wastewater/sewer; and garbage services and collection. If the Lessee fails to keep said utilities on during any term of this Lease, Lessee shall be deemed to be in default of this Lease.

VI. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. TO THE EXTENT AUTHORIZED BY LAW, LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE LEASED 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 LEASED PREMISES BY LESSEE; FROM ANY NEGLECT OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE 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 LESSOR OR THE LEASED 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 LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

B. Insurance. In order to insure the fulfillment of the above referenced indemnity provision and protect Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, the following insurance:

1. Commercial General Liability Policy in the minimum amount of One Million Dollars (\$1,000,000) (combined single limit for bodily injury and property damage) per

- occurrence with a two million dollar (\$2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury;
2. Damages to Rented Premises coverage in the minimum amount of \$100,000; and
 3. Medical Expenses coverage in the minimum amount of \$10,000.

The required insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and **name Lessor as an additional insured**. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Leased Premises owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

VII. SUBORDINATION. This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

VIII. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for a lawful commercial purpose; to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance; to surrender the Leased Premises on expiration or termination of this Lease in clean condition and good repair, normal wear and tear excepted, provided, however, that all alterations, additions, and improvements permanently attached and made by Lessee (excepting movable furniture, equipment, supplies, and inventory installed by Lessee) shall become and remain the property of Lessor on the termination of Lessee's occupancy of the Leased Premises.

B. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

C. In case of damage to glass in or on the Leased Premises, to replace it with glass of the same kind, size, and quality as quickly as possible at Lessee's expense.

D. To make no alterations in or additions or improvements to the Leased Premises, install any equipment in or on the Leased Premises or maintain signs advertising the Lessee on the Leased Premises without, in each case, obtaining the written consent of Lessor, as set out herein. If any alterations, additions, or improvements in or to the Leased Premises are made necessary by reason of the special use and occupancy of the Leased Premises by Lessee and, provided that Lessor grants its prior written permission to Lessee regarding such alterations, additions or improvements, Lessee agrees that it will make all such alterations, additions, and improvements in or to the Leased Premises at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work, use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.** Upon request of Lessor, Lessee agrees to restore, at Lessee's sole expense, the Leased Premises to its original condition upon the termination of this Lease.

E. At Lessee's expense, Lessee shall perform all minor and major repairs to any heating and air-conditioning equipment/system and any septic or sewer system, in order to keep any heating and air-conditioning and septic or any sewer system in good operating condition.

F. To permit Lessor to enter, inspect, and make such repairs to the Leased Premises as Lessor may reasonably desire, at all reasonable times, and to permit Lessor to put on the Leased Premises a notice, that Lessee may not remove, stating that the Leased Premises are for rent one month preceding the expiration of this Lease.

G. Lessee agrees to inform Lessor of items in need of repair that Lessor is obligated to maintain and repair under this Lease. Lessee shall serve Lessor written notice of such matters within Ten (10) days of Lessee's discovery of items in need of repair.

H. Lessee agrees that any and all minor adults and/or children of guests or invitees of Lessee, who may be present on the Leased Premises from time to time, shall not be left unattended and shall be accompanied and supervised, at all times while on the Leased Premises, by such minor adult's and/or child's parent or legal guardian. Whether supervised or unsupervised by a parent or legal guardian, at no time shall such minor adults and/or children be allowed to play on, near or about the Leased Premises, injure any person who may be present on the Leased Premises or otherwise damage the Leased Premises, any personal property situated on the Leased Premises, or any improvements situated thereon. In the event that such minor adults and/or children damage or destroy the Leased Premises or any improvements situated thereon or otherwise injure such persons who may be present on the Leased Premises, **Lessee hereby agrees that Lessee, in accordance with the indemnification provision above, shall be solely liable for any and all damages and/or injuries caused by such minor adults and/or children.** Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to the Leased Premises and/or any improvements situated thereon. In the event such minor adults and/or

children cause injury to persons who are present on the Leased Premises, Lessee hereby agrees, in accordance with terms hereof, to be solely liable to such persons who are injured.

I. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Leased Premises which are mandated or otherwise may be required for the issuance of a certificate of occupancy from the local municipality, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Leased Premises to cause the Leased Premises and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, state, federal and local accessibility legal requirements, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. The allocation of responsibility to Lessee for compliance with such legal requirements with respect to the Leased Premises is a material inducement for the parties to enter this Lease. The cost incurred for any required alterations shall be borne solely by Lessee and all alterations shall comply with the terms of this Lease.

IX. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. If the Leased Premises are destroyed or so damaged by fire, casualty, or other disaster that they become untenantable, Lessor will have the right to render the Leased Premises tenantable by repairs within Ninety (90) days from the date of damage with reasonable additional time, if necessary, for Lessor to adjust the loss with insurance companies insuring the Leased Premises, or for any other delay occasioned by conditions beyond the control of Lessor. If the Leased Premises are not rendered tenantable within that time, Lessor will have the right to terminate this Lease by written notice to Lessee.

C. To maintain the structure of the building, including but not limited to the roof, exterior walls, floors and foundation.

X. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, enter the Leased Premises and perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

In addition to the remedies set forth herein and available at law, upon the occurrence of any default or breach, Lessor may enter and take possession of the Leased Premises by self-help, by picking or changing locks if necessary, and may lock out Lessee or any other person who may be occupying the Leased Premises, until the default is cured, without being liable for damages.

XI. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

XII. VOLUNTARY TERMINATION. Lessor or Lessee may terminate this Lease, without cause or liability, upon giving One Hundred Eighty (180) days written notice to the other party. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

XIII. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

XIV. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

XV. RIGHT TO SELL. It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Leased Premises, in whole or in part, at any time during any term of this Lease. If during any term of this Lease, the Leased Premises are sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) days from the date in which Lessor gives Lessee notice that the Leased Premises has been sold, Lessee shall vacate the Leased Premises.

XVI. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

XVII. LIMITATIONS OF WARRANTIES.

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR 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 LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED 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, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE LEASED 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. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS, WHERE IS” CONDITION AND BASIS “WITH ALL FAULTS”. LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

XVIII. CONDEMNATION. If during any term of this Lease, all of the Leased Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. If only a part of the Leased Premises shall be so taken or sold, but the remainder of the Leased Premises is not tenantable, Lessor may terminate this Lease at any time within Forty-Five (45) days following such taking or sale without liability to the Lessee. Any and all payments made for or arising from any such taking or for damages to the Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

XIX. LESSOR’S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Director of Facilities for Williamson County (or as otherwise designated by Lessor), shall serve as the Lessor’s lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners’ Court and the Lessee.

Lessor’s lease administrator and property manager contact information is as follows:

Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599

Fax: (512) 930-3313
Email: facilities@wilco.org

For all requests for services or repairs which Lessor is obligated to provided and perform under this Lease, Lessee shall contact:

Williamson County Facilities
3101 S. E. Inner Loop
Georgetown, Texas 78626
Daytime Phone: (512) 943-1599
After Hours Phone: (512) 943-1389 or
(512) 943-1390
Fax: (512) 930-3313
Email: facilities@wilco.org

XX. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE: At the address set forth below the Lessee's signature block
herein below

Notices to Lessee may also be mailed or delivered to the Leased Premises and proof of mailing or posting of those notices to the Leased Premises will be deemed the equivalent of personal service on Lessee.

XXI. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

XXII. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

XXIII. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

XXIV. SEVERABILITY. If any provision of this Lease 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 Lease 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 Lease 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 Lease and be deemed to be validated and enforceable.

XXV. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor 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.

XXVI. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

XXVII. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

XXVIII. PRO-RATA PROPORTIONS. If this Lease should commence on a date other than the First (1st) day of a calendar month or terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the Commencement Date or preceding the termination date, as the case may be, shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period, the percentage rental to be paid in monthly installments as provided in this Lease with respect to full term of the Lease.

XXIX. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Leased Premises and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Leased Premises. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:


LESSOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Printed Name: _____
Representative _____
Capacity: _____
Date: _____, 20____

LESSEE:

FREESTYLE SPORTS, LLC

By:  _____
Ayla Janilla Eden, Managing Partner

Date: July 18, 2023

By:  _____
Jasper Eden, Managing Partner

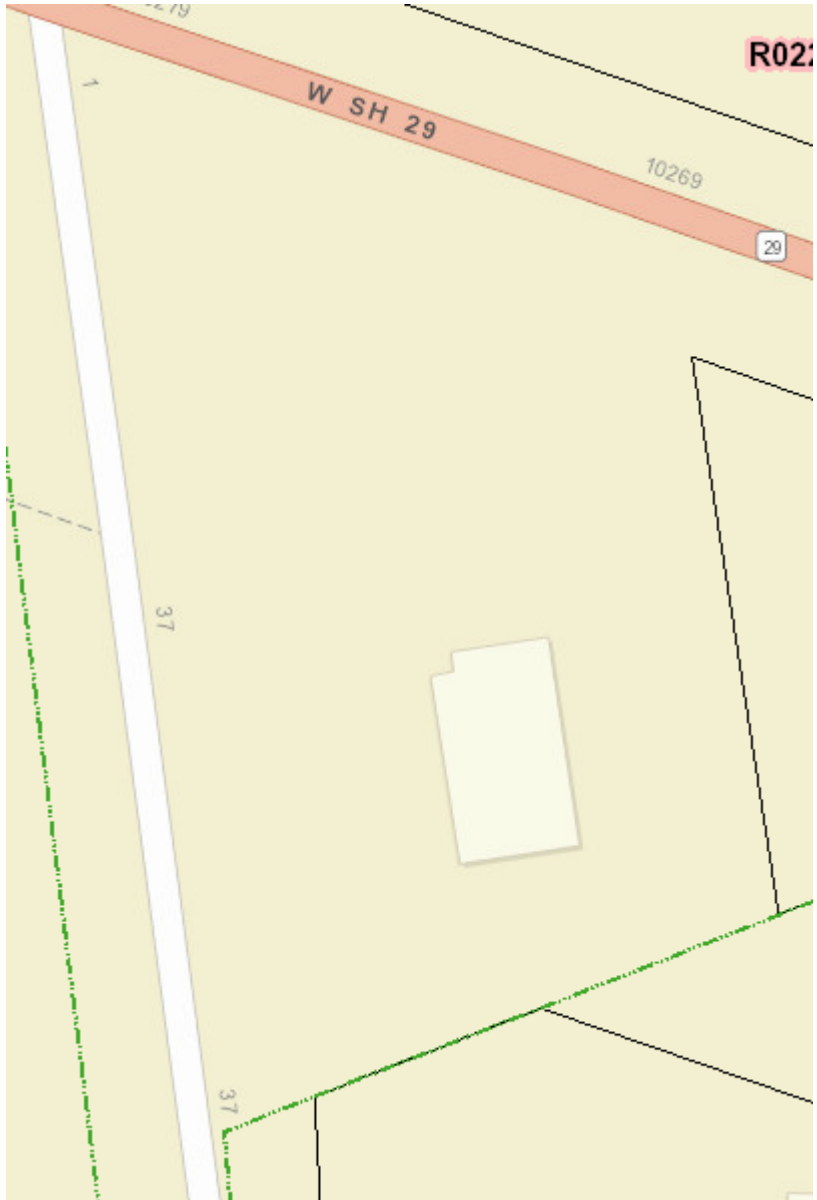
Date: July 18, 2023

Address for Notice:

Freestyle Sports, LLC
408 La Dera Drive
Liberty Hill, Texas 78642

Exhibit “A”





Commissioners Court - Regular Session**42.****Meeting Date:** 07/25/2023

Policy Exception for Fleet Shop Supervisor

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 a policy exception for the hiring of the Fleet Services Shop Supervisor.

Background

The job candidate is extraordinarily well qualified and is currently making more than the existing Fleet Services Shop Supervisor and well above the 15% above minimum of the grade which is the policy. We are requesting to hire the candidate in at the current Fleet Services Shop Supervisor's salary.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 08:59 AM

Started On: 07/18/2023 03:42 PM

Commissioners Court - Regular Session**43.****Meeting Date:** 07/25/2023

Development 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 on a Development Agreement Regarding FM 734 (Parmer Lane) Rattan Creek with North Austin Municipal Utility District No. 1.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 09:08 AM

Started On: 07/19/2023 03:02 PM

STATE OF TEXAS

§

DEVELOPMENT AGREEMENT

§

COUNTY OF WILLIAMSON

§

FM 734 (PARMER LANE) AT RATTAN CREEK

This Development Agreement Regarding FM 734 (Parmer Lane) at Rattan Creek (this “Agreement”) is entered into between Williamson County, Texas (the “County”) and North Austin Municipal Utility District No. 1 (the “District”). The County and the District are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.” Each of the Parties confirms that it has the authority to enter into this Agreement and the ability to perform its obligations under this Agreement, without the further approval or consent of any other person or entity.

RECITALS

WHEREAS, the District has been created and organized for purposes which include the design, construction, acquisition, improvement, extension, financing, and issuance of bonds for maintenance, operation, and conveyance of works, improvements, facilities, plants, equipment, and appliances helpful or necessary to provide more adequate drainage for the District, and to control, abate, and amend local storm waters or other harmful excesses of waters; and

WHEREAS, in connection with the District's purposes, the County and the District desire to make certain structural modifications to the northbound and southbound bridges of FM 734 (Parmer Lane) over Rattan Creek, as described and depicted on **Exhibit "A"** attached hereto and incorporated herein (the "**Project**"); and

WHEREAS, the County intends to enter into an interlocal agreement with the Texas Department of Transportation (“TxDOT”) to allow the County to construct the Project and the District wishes to fund all of the County’s costs related to plan review, bidding, construction, construction observation, and construction administration for said Project; and

WHEREAS, the County and the District wish to set forth their agreements and obligations relating to the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, obligations and benefits set forth in this Agreement, the Parties agree as follows:

Section 1. County Obligations.

In consideration of the District's obligations and agreements below, the County hereby agrees to the following:

A. The County will comply with the bidding and award of contract process for the Project set forth in Section 2 below.

B. Subject to the District's delivery of an Election Notice (defined below) to proceed with the Project, the County will cause all physical improvements that constitute the Project to be constructed.

C. Subject to the District's delivery of an Election Notice to proceed with the Project, the County will inspect the construction of the Project and upon final inspection and completion of all punch-list items, notify the District that the construction of the Project is considered complete in accordance with normal policies and procedures (the "Completion Notice").

Section 2. District Obligations.

In consideration of the County's obligations and agreements above, the District hereby agrees to the following:

A. The District will fully pay to the County all costs incurred by the County related to plan review, bidding, construction, construction observation, and construction administration for the Project, subject to the terms of this Section 2. These costs include, but are not limited to, agency coordination, permitting, bidding, traffic control, inspections, utility relocation coordination, environmental mitigation and construction of the Project (the "Project Costs").

B. Within three (3) days after the Effective Date, the District will pay to the County the amount of \$50,000 as a deposit to be utilized by the County to pay Project Costs, as set forth in this Section 2 (the "Project Costs Deposit").

C. The County will advertise the Project for public bids in accordance with applicable law. Promptly upon receipt of the bids, the County will deliver to the District: (i) the bid tabulation; (ii) identification of the bid that the County has determined to be the lowest and best bid for the Project, which the County will approve, subject to the terms of this Section 2; (iii) a schedule for construction of the Project; (iv) a statement, together with reasonable support documentation, of all accrued Project Costs to-date; and (v) an estimate of the Project Costs, in addition to the amount of the bid that the County will accept, that will be incurred through completion of the Project (collectively, the "Bid Documents"). Notwithstanding any contrary provision of this Agreement, the District will have fifteen (15) days after receipt of the Bid Documents within which to provide to the County written notice of the District's approval or disapproval of same (the "Election Notice").

D. If the District disapproves the Bid Documents, or fails to provide the Election Notice within the 15-day period for same, then: (i) the County will not award a construction contract for the Project to any bidder; (ii) the County will deduct from the Project Costs Deposit an amount equal to all accrued Project Costs, as set forth in the Bid Documents, and refund the remainder of the Project Costs Deposit to the District; and (iii) upon the County's delivery of the remainder of the Project Costs Deposit to the District pursuant to item (ii), this Agreement will automatically terminate and neither Party will have any further rights or obligations hereunder.

E. If the District approves the Bid Documents, then within thirty (30) days after delivery of the Election Notice, the District will pay to the County an amount equal to the following, all as set forth in the Bid Documents: (i) the amount of the bid for the Project that the County will accept; plus (ii) the amount of the estimate of the Project Costs, in addition to the amount of the bid that the County will accept, that will be incurred through completion of the Project; minus (iii) the amount of the

remainder of the Project Costs Deposit held by the County after deducting therefrom an amount equal to all accrued Project Costs, as set forth in the Bid Documents.

F. In the event that the County receives a change order for the Project from the selected contractor, which change order increases the amount to be paid by the County to the contractor pursuant to the construction contract above the bid amount accepted by the County, the County will deliver notice of same, together with reasonable support documentation, to the District and the District will pay to the County an amount equal to the increase in the amount due to the contractor under the construction contract resulting from the change order within thirty (30) days after receipt of such notice.

G. Promptly upon completion of the construction of the Project, the County will deliver the Completion Notice to the District, which notice will include a calculation of the total Project Costs for the Project, together with reasonable support documentation (the "Final Project Costs"). If the Final Project Costs exceed the amount paid by the District to the County pursuant to Section 2E above, then the District will pay the shortfall amount to the County within thirty (30) days after receipt of the Completion Notice. If the Final Project Costs are less than the amount paid by the District to the County pursuant to Section 2E above, then the County will refund the overpayment amount to the District within thirty (30) days after delivery of the Completion Notice.

Section 3. Miscellaneous.

A. Any notice given hereunder by any Party to another must be in writing and may be given by personal delivery or by certified mail, return receipt requested, when delivered or mailed to the appropriate Party as noted below:

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

with copy to: Williamson County Engineer
3151 S. E. Inner Loop, Suite B
Georgetown, Texas 78626

District: North Austin Municipal Utility District No. 1
Attn: Don Conklin, President, Board of Directors
c/o Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

with copy to: Armbrust & Brown, PLLC
Attn: Kevin M. Flahive
100 Congress Avenue, Suite 1300
Austin, Texas 78701

A Party may change its address for purposes of notice by giving at least five days written notice of the new address to the other Party. If any date or any period provided in this Agreement

ends on a Saturday, Sunday or legal holiday, the applicable period will be extended to the next business day.

B. As used in this Agreement, the masculine, feminine, or neuter gender and the singular or plural number will each be deemed to include the others.

C. This Agreement contains the entire agreement between the Parties, and supersedes all prior negotiations, agreements, representations, and understandings, if any, between the Parties regarding these matters. This Agreement may not be amended or terminated except by a further written agreement duly executed by the Parties. However, any consent, waiver, approval or similar authorization will be effective if signed by the Party to be bound by the consent, waiver, approval, or authorization.

D. No official, representative, agent, or employee of the County has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the commissioners court of the County.

E. The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

F. If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

G. To the extent allowed by law, each Party will be responsible for, and will indemnify and hold harmless the other Party and its officers, agents, and employees from any and all claims, losses, damages, causes of action, lawsuits or liability resulting from the indemnifying Party's acts or omissions of negligence or misconduct or in breach of this Agreement.

H. The Parties acknowledge that, in the event of default on any obligation under this Agreement, remedies at law will be inadequate and that, in addition to any other remedy at law or in equity, each Party will be entitled to seek specific performance of this Agreement.

I. This Agreement will be construed under the laws of the State of Texas and all obligations of the Parties hereunder are performable in Williamson County, Texas. Any suits pursued relating to this Agreement will be filed in a court of Williamson County, Texas.

J. Any clause, sentence, provision, paragraph, or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal, or ineffective will not impair, invalidate, or nullify the remainder of this Agreement, but the effect thereof will be confined to the clause, sentence, provision, paragraph, or article held to be invalid, illegal, or ineffective.

K. This Agreement will be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors, and assigns. No Party may assign its rights or obligations under this Agreement without the written consent of the other Party.

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

M. Except as otherwise expressly provided herein, nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

N. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original and all of which will together constitute one and the same instrument.

O. The following exhibits are attached to and incorporated into this Agreement for all purposes:

Exhibit "A": Project Specifications

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, to be effective as of the date of the last party's execution below (the "Effective Date").

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

Date: _____, 2023

**NORTH AUSTIN MUNICIPAL UTILITY
DISTRICT NO. 1.**

By:  _____
Don Conklin, President
Board of Directors

Date: July 19, 2023

EXHIBIT "A"

Project Specifications

The Project is approximately from centerline station 405+90 to 407+85 and is depicted and described below.



STATE OF TEXAS

DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENTS

CSJ # XXXX-XX-XXX

WILLIAMSON COUNTY

PARMER LANE BRIDGE MODIFICATIONS AT RATTAN CREEK

INDEX OF SHEETS
SHEET NUMBER
DESCRIPTION

- 1 TITLE SHEET
- 2 GENERAL NOTES
- 3 QUANTITY SUMMARY
- 4 PROJECT TRAFFIC CONTROL
- 5 BRIDGE ELEVATIONS
- 6 ESTIMATED QUANTITIES
- 7 SOIL BORING LOGS
- 8 SOIL BORING LOGS
- 9 SOIL BORING LOGS
- 10 SOIL BORING LOGS
- 11 SOIL BORING LOGS
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BRIDGES AND RETAINING WALLS

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- 12 ESTIMATED QUANTITIES
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EROSION CONTROL

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VEGETATION

33 VEGETATION ESTABLISHMENT SHEET

ENVIRONMENTAL

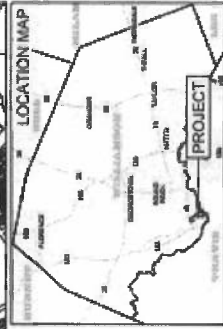
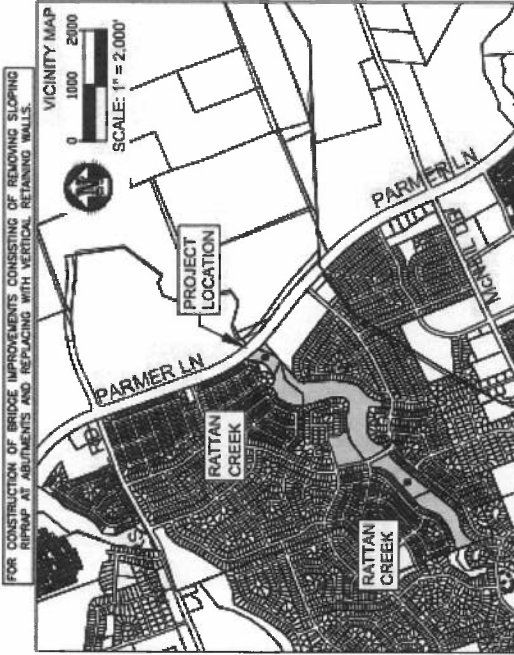
34 EPC (ENVIRONMENTAL PERMITS, ISSUES AND COMMENTS)

35 STORMWATER POLLUTION PREVENTION PLAN (SWPPP) sheet 1 of 2

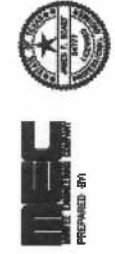
36 STORMWATER POLLUTION PREVENTION PLAN (SWPPP) sheet 2 of 2

REQUIRED SIGNS AND SPACING SHALL BE IN ACCORDANCE WITH THE LATEST STANDARDS AND THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. ALL SIGNS MUST COMPLY WITH THE 2012 HIGH-INTENSITY STANDARDS (HIGH INTENSITY ON GRASSY BANKS)

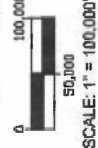
SPECIFICATIONS CORRELATED WITH THE PROJECT MANUAL DATED: SHALL APPLY TO THIS PROJECT.



WILLIAM F. KULA, P.E.
DATE



JAMES F. SONEY, P.E.
DATE



DESIGN SPEED	55 MPH
PARMER LANE	XX MPH

CONCURRED _____ 2022
AREA ENGINEER _____ 2022
RECOMMENDED FOR LETTING _____ 2022
DISTRICT DESIGN ENGINEER _____
RECOMMENDED FOR LETTING _____ 2022
DIRECTOR OF TRANSPORTATION, PLANNING & DEVELOPMENT _____



PKA
1100 South Loop West, Suite 100
Houston, Texas 77029
713.866.1000
www.pka.com
Consulting Structural Engineers



1101 Capital of Texas Highway, Suite 100, Austin, Texas 78704-2027-4004
713.441.1000
www.mec-engineers.com

PARMER LANE BRIDGE
MODIFICATIONS AT RATTAN CREEK
TITLE SHEET

PKA PROJECT NO. 123-2022	PKA SHEET NO. 123-2022	PKA SHEET NO. 123-2022	PKA SHEET NO. 123-2022
DATE: 2022	DATE: 2022	DATE: 2022	DATE: 2022
BY: WFK	BY: WFK	BY: WFK	BY: WFK
CHECKED: JFS	CHECKED: JFS	CHECKED: JFS	CHECKED: JFS
IN CHARGE: JFS	IN CHARGE: JFS	IN CHARGE: JFS	IN CHARGE: JFS

Commissioners Court - Regular Session

44.

Meeting Date: 07/25/2023

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: CR 332
- b) Discuss the acquisition of real property for County Facilities.
- c) Discuss the acquisition of real property for CR 255.
- d) Discuss the acquisition of real property for CR 111.
- e) Discuss the acquisition of real property for Corridor H
- f) Discuss the acquisition of real property for future SH 29 corridor.
- g) Discuss the acquisition of right-of-way for Hero Way.
- h) Discuss the acquisition of right-of-way for Corridor C.
- i) Discuss the acquisition of right-of-way for Corridor F.
- j) Discuss the acquisition of right-of-way for Corridor D.
- k) Discuss the acquisition of right-of-way for SE Loop/Corridor A.
- l) Discuss the acquisition of right-of-way for Reagan extension.
- m) Discuss the acquisition of drainage/detention easements for real property North of WMCO Juvenile

Detention Center

- n) Discuss acquisition of right of way for Corridor E.
- o) Discuss acquisition of right of way for Liberty Hill Bypass.
- p) 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) Sale of property located 747 County Rd. 138 Hutto, 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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 09:09 AM

Started On: 07/19/2023 04:14 PM

Commissioners Court - Regular Session**45.****Meeting Date:** 07/25/2023

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 World
- b) Project Mellencamp
- c) Project Corgi
- d) Project Anniversary
- e) Project Glee
- f) Project Skyfall
- g) Project Stamper
- h) Project Soul Train
- i) Project Dragon

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 07/20/2023

Reviewed By

Becky Pruitt

Date

07/20/2023 09:10 AM

Started On: 07/19/2023 04:15 PM