

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
October 31, 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 – 22)

3. 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	\$558.54
To	0100.0453.001914	Bilingual Stipend	\$558.54
From	0100.0453.004002	Jurors, Grand Jurors, Jury Com	\$42.73
To	0100.0453.002010	FICA	\$42.73
From	0100.0453.004002	Jurors, Grand Jurors, Jury Com	\$89.65
To	0100.0453.002020	Retirement	\$89.65

4. Discuss, consider and take appropriate action on approving compensation changes, position titles changes, position grade changes, and any corresponding line item transfers.
5. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Sale to Insurance including: One (1) 2019 Chevrolet Tahoe Vin #5807, pursuant to Texas Local Government Code 263.152.

6. Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 10/26/2023 for the Williamson County Tax Assessor/Collector.
7. Discuss, consider, and take appropriate action to approve the County Attorney September 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.
8. Discuss, consider and take appropriate action on appointing MariClare Gaidstick to ESD #3 board with the term to commence October 31, 2023 and continue until December 31, 2025.
9. Discuss, consider and take appropriate action to approve an amendment to a subrecipient agreement between Williamson County and the City of Granger for Infrastructure Improvements to the water project serving the community for reimbursement under the American Rescue Plan Act (ARPA).
10. Discuss, consider and take appropriate action on a Release of Utility Easement to release, abandon and vacate any rights or interests that Williamson County, Texas may have, if any, in and to a Public Utility Easement as shown between Lots 1 and 2, Block A, Young Ranch Section 3 of that plat recorded in Cabinet J, Slide 250 of the Plat Records of Williamson County, Texas.
11. Discuss, consider, and take appropriate action on the First Amendment to the Third Party Claims Administration Agreement, awarded under #23RFP80, between Williamson County and Gallagher Bassett Services Inc.
12. Discuss, consider, and take appropriate action on approving a blanket purchase order for Constable Precinct #4, fuel from Fuelman, in the amount of \$60,000.00 pursuant to Omnia National Co-Op contract #R211101.
13. Discuss, consider and take appropriate action on approving Sole Source agreement #202441, approved by Commissioners Court on 10/03/2023 for Enterprise Justice Defendant Access Software application for Tyler Technologies, Inc. and authorization to execute the document.
14. Discuss, consider and take appropriate action on approving Agreement #202433 for consulting services with Rely Information Systems, LLC for Oracle Database Administrator (DBA) patch and upgrade assistance and general DBA support and maintenance of Williamson County Oracle applications for the term of 11.01.23-10.31.24 in the not-to-exceed amount of \$79,200.00, exempting the purchase from the competitive bidding proposal requirements per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local Government Code, Section 262.024.(a)(4), a personal or professional service and authorizing execution of the agreement.
15. Discuss, consider, and take appropriate action on approving the Agreement #202428 between Williamson County and Freelt Data Solutions for the Freelt Duo Access Subscription for a one-year term, for a total of \$87,436.34, pursuant to DIR contract #DIR-CPO-4795, and authorizing the execution of this agreement.
16. Discuss, consider, and take appropriate action on approving the agreement #202427 between Williamson County and Mythics, Inc. for the subscription of Oracle Cloud IDCS for a total amount of \$93,236.00, pursuant to the Omnia contract #180233-002.

17. Discuss, consider and take appropriate action on approving the agreement #202418 between Lexipol, LLC and Williamson County for annual online subscription services in the amount of \$21,630.00 and exempting this purchase from the competitive bidding requirement per Texas Local Government Code Discretionary Exemptions §262.024 (a)(7)(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies, and authorizing the execution of the agreement.
18. Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Williamson County Municipal Utility District #25 for off duty contracting of County Sheriff Deputies to be effective October 31, 2023.
19. Discuss, consider and take appropriate action on a report from G2 Construction Services, Inc. Change Order No. 1 for the Old DPS Renovation project for \$20,385.00 and no time extension. Funding Source is 445P/445A/Old DPS Reno/12.
20. Discuss, consider and take appropriate action on approving the extension of contract #23IFB1 Metal Beam Guard Fence, renewal period #1, for the same pricing, terms and conditions as the existing contract for the term of January 10, 2024 – January 09, 2025, with RHB Construction, Inc. and authorizing execution of the renewal agreement.
21. Discuss, consider and take appropriate action on approving the extension of Contract #22IFB151 for Tree Limb Chipping, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to RHB Construction Inc for the 12-month term of December 20, 2023 - December 19, 2024, and authorizing execution of the renewal agreement.
22. Discuss, consider, and take appropriate action on approving the agreement between Williamson County and Rene Bates Auctioneers, Inc. for surplus item auctioneer services pursuant to BuyBoard contract #708-32, and authorizing the execution of this agreement.

REGULAR AGENDA

23. Discuss, consider and take appropriate action on a required resolution to nominate John Lux to the Williamson Central Appraisal District Board of Directors.
24. Discuss, consider, and take appropriate action on the District Attorney's request to move surplus salary dollars to a vacant position.
25. Discuss, consider and take appropriate action on Amendment to Subrecipient Agreement between Williamson County and the Williamson County Crisis Center, D/B/A - Hope Alliance for Temporary Auxiliary Emergency Shelter Project, funded from The American Rescue Plan Act (ARPA).
26. Discuss, consider and take appropriate action on Subrecipient Agreement between Williamson County and Hill Country Medical Ministries, LLC (known as Samaritan Health Ministries) to provide healthcare for eligible uninsured residents of Williamson County, to be funded through American Rescue Plan Act (ARPA) with a not-to-exceed amount of \$200,000.

27. Discuss, consider and take appropriate action on Subrecipient Agreement between Williamson County and Sacred Heart Community Clinic to provide healthcare for eligible uninsured residents of Williamson County, to be funded through American Rescue Plan Act (ARPA) with a not-to-exceed amount of \$200,000.
28. Discuss, consider and take appropriate action on Business Associate Agreement between Williamson County, Texas and Samaritan Health Ministries.
29. Discuss, consider and take appropriate action on Business Associate Agreement between Williamson County, Texas and Sacred Heart Community Clinic.
30. Discuss, consider, and take appropriate action regarding the Second Addendum to Billing Services Agreement (RFP #22RFP72) between Williamson County and EMS Management & Consultants, Inc. designating EMS Management & Consultants as the Custodian of Records for Williamson County Emergency Medical Services for the purpose of handling medical records requests on behalf of Williamson County Emergency Medical Services and responding to requests in accordance with job aid specifications as agreed to by the parties.
31. Discuss, consider, and take appropriate action on a one (1) Year Medical Equipment Maintenance Agreement for the EMS Department, in the amount of \$143,878.50 between Stryker and Williamson County, exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(7)(D) [Captive Replacement Parts or Components of Equipment] and authorizing the execution of this agreement.
32. Discuss, consider, and take appropriate action on approving the Purchase of Document Preservation of Probate Records from Kofile Technologies, Inc. #202447 for conservation treatments, rehousing and imaging for the County Clerk's Office in the amount of \$499,983.18 pursuant to TXMAS contract #23-92001, and authorizing execution of the proposal.
33. Discuss, consider, and take appropriate action on approving the Agreement #202434 between Williamson County and Freelt Data Solutions, Inc. for multiple Rubrik subscriptions for the total amount of \$428,656.40, pursuant to the DIR contract #DIR-CPO-4696, and authorize the execution of the agreement.
34. Discuss, consider and take appropriate action on approving the Renewal Agreement #202443 between Williamson County and Freelt Data Solutions Inc. to provide the Williamson County IT Department with annual maintenance of the VMWare Software in the total amount of \$223,442.83 per the terms of Contract #DIR-TSO-4288, and authorizing the execution of the agreement.
35. Discuss, consider, and take appropriate action on approving the purchase #202451 between Brycomm, LLC. and Williamson County for the total amount of \$235,551.00 pursuant to contract #DIR-CPO-4777, and authorizing the execution of the purchase. Funding Source is P537.
36. Discuss, consider, and take appropriate action on approving lease agreement #202424 between Williamson County and Safeware, Inc. for Stalker Radar equipment in the total amount of \$375,840.00 for four years pursuant to Omnia contract #440008468 and authorizing the execution of the agreement.

37. Discuss, consider, and take appropriate action on approving agreement #202445 for Tyler Technologies Orion Software Maintenance and Support in the amount of \$105,850.00 and exempting Tyler Technologies, Inc. from the competitive bidding requires per Texas Local Government Code, Section 262.024 (a)(7)(D) captive replacement parts or components for equipment.
38. Discuss, consider and take appropriate action on approving extension of emergency rental agreement originally approved in Commissioners Court on January 24, 2023 item #18 with Carrier Corporation, in the amount of \$25,509.00 for the first month (and a \$13,648.00 monthly cost thereafter) for a 200 ton air-cooled chiller for the Justice Center.
39. Discuss, consider, and take appropriate action to approve the assigned project numbers for the new projects in the FY24 Capital Improvement Program.
40. Discuss, consider, and take appropriate action on approving a 2019 Road Bond transfer to move \$100,000 from P371 (Corridor E2) to P372 (Corridor E3).
41. Discuss, consider, and take appropriate action on approving purchase of Class A Commercial Driver's License (CDL) Training classes via the CDL Elite Program from Good Roby LLC #202448 for the Road and Bridge Department in the amount of \$49,700.00, exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(4) for personal or professional service.
42. Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$10,447.50 for Project 23IFB34 CR 307 Reconstruction (Joe Bland Construction) P: 394 Funding Source: Road Bond.
43. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of \$2,194,778.00 for Project 22IFB126 Future County Road (Chasco Constructors) P: 463 Funding Source: Road Bond.
44. Discuss, consider and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigations on the Corridor I2 (Burnet County Line to US 183) project, a Road Bond Project in Commissioner Pct. 2.
Project: P344
45. Discuss, consider and take appropriate action on a letter agreement with R040062, LP for a 0.520 acre waterline easement and a 3,482 square foot waterline easement needed on the CR 111 project. Funding Source: Road Bonds P292
46. Discuss, consider and take appropriate action on a letter agreement with Russell and Raquel Salisbury to acquire a drainage easement needed on CR111 project (Parcel 34) and additional costs for damage to fencing improvements. Funding Source: Road Bonds P292
47. Discuss, consider and take appropriate action on a real estate contract with Ray W. Walker to acquire 0.109 AC needed as right of way for the CR 314 project (Parcel 8). Funding Source: Road Bonds P364

48. Discuss, consider and take appropriate action on a real estate contract with Williamson Cameron Holdings, LP for 0.350 AC needed as future right of way on the Chandler Road/Corridor B project. Funding Source: TANS P588
49. Discuss, consider and take appropriate action on a real estate contract with Albertano and Maria Vastian for 0.424 AC needed as right of way on the CR 314 project (Parcel 26). Funding Source: Road Bonds P364
50. Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with JNK Properties, LTD for 0.042 AC needed as right of way for the Hero Way project (Parcel 316). Funding Source: Road Bonds P326
51. Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with JNK Properties, LTD for 2.820 AC needed as right of way for the Hero Way project (Parcel 321). Funding Source: Road Bonds P326
52. Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with JNK Properties, LTD for 3.715 AC needed as right of way for the Hero Way project (Parcel 330). Funding Source: Road Bonds P326
53. Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with Jack Scott Bradley, Amy L. Bradley n.k.a Amy Louise Holmes and Brian Gregory Holmes for 0.180 AC needed as right of way and 0.118 AC needed as an electric easement for the Hero Way project (Parcel 334). Funding Source: Road Bonds P326

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)."

54. 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 SH 195 @ Ronald Reagan.
 - 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 Ronald Reagan Widening.
- 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
- q) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- r) Discuss the acquisition of right of way for CR 314.
- s) Discuss acquisition of right of way for Corridor J.

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
- d) Discuss Blue Springs Blvd. property

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

55. 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
- j) Project Scrabble

56. 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-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
5. 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
6. 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
7. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
8. 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
9. 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
10. 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
11. 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
12. 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
13. 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
14. 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
15. 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
16. 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
17. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
18. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
19. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

1. EEOC Charge No. 451-2023-00766 - K.B.
2. USERRA Case No. TX-2023-00052-40-R
3. EEOC Charge No. 451-2023-01208

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.

57. 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).
58. 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).
59. 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)

60. Discuss and take appropriate action concerning economic development.
61. Discuss and take appropriate action concerning real estate.
62. 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.
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12. 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
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14. 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
15. 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
16. 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
17. Cause No. 23-0612-C395; Kirsten Davis v. Williamson County, Texas, et al.; In the 395th Judicial District Court of Williamson County, Texas
18. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
19. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

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d. Claims:

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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.

63. 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.

64. Comments from Commissioners.

- 65.** 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 27th day of October 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:** 10/31/2023

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 in the amount of \$690.92 to provide funding for bilingual stipend.

Position: Court Clerk II.1006.001100, EEID: 02848, Basic Bilingual Stipend (\$50/month), stipend effective date 10/27/2023.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0453.004002	Jurors, Grand Jurors, Jury Com	\$558.54
To	0100.0453.001914	Bilingual Stipend	\$558.54
From	0100.0453.004002	Jurors, Grand Jurors, Jury Com	\$42.73
To	0100.0453.002010	FICA	\$42.73
From	0100.0453.004002	Jurors, Grand Jurors, Jury Com	\$89.65
To	0100.0453.002020	Retirement	\$89.65

Attachments*No file(s) attached.*

Form Review**Inbox**

County Judge Exec Asst.

Budget Office

Form Started By: Cherie Vasquez

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Saira Hernandez

Date

10/26/2023 11:05 AM

10/26/2023 11:46 AM

Started On: 10/26/2023 09:30 AM

Commissioners Court - Regular Session**4.****Meeting Date:** 10/31/2023

Compensation Items

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

Information**Agenda Item**

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

Merit LIT

Form Review**Inbox**

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Kayla Marek
Final Approval Date: 10/26/2023

Reviewed By

Laura Cervantes
Becky Pruitt

Date

10/26/2023 08:37 AM
10/26/2023 08:58 AM
Started On: 10/25/2023 05:12 PM

Reversal 10.31.23

				(TO)	(FROM)	
entity	fund	dept	object	dr	cr	
01	0100	0570	001100		1,461.10	Reversal of PCN 0325; employee transfer
01	0100	0570	002010		111.77	Reversal of PCN 0325; employee transfer
01	0100	0570	002020		234.51	Reversal of PCN 0325; employee transfer
01	0100	8003	001130	1,461.10		Reversal of PCN 0325; employee transfer
01	0100	8003	002010	111.77		Reversal of PCN 0325; employee transfer
01	0100	8003	002020	234.51		Reversal of PCN 0325; employee transfer
01	0100	0570	001105	159,987.20		PCN 0338 transfer from B chart to C chart
01	0100	0570	001100		159,987.20	PCN 0338 transfer from B chart to C chart
01	0100	0560	001105	159,987.10		PCN 1242 transfer from B chart to L chart
01	0100	0560	001100		159,987.10	PCN 1242 transfer from B chart to L chart
01	0100	0560	001105	159,987.10		PCN 1246 transfer from B chart to L chart
01	0100	0560	001100		159,987.10	PCN 1246 transfer from B chart to L chart
01	0100	0560	001105	172,786.12		PCN 1307 transfer from B chart to L chart
01	0100	0560	001100		172,786.12	PCN 1307 transfer from B chart to L chart

Commissioners Court - Regular Session**5.****Meeting Date:** 10/31/2023

Assets for Sale to Insurance

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 Sale to Insurance including: One (1) 2019 Chevrolet Tahoe Vin #5807, pursuant to Texas Local Government Code 263.152.

Background

Please see the attached for details.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

VSC Sale to Insurance SO 5807

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 10/19/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/18/2023 10:24 PM

10/19/2023 09:50 AM

Started On: 10/18/2023 01:59 PM

County VIN/Serial Number	1GNLCDEC4KR285807
Make	CHEVROLET
License Plate	1399989
Year	2019
Model	TAHOE
Reason for Status Change	ACCIDENT
Receiving Department Authorized Signer	
Receiving Department Contact Phone Number	
Department Authorized Signer	James David
Equipment Unit Number	SB1976
Method of Status change: This vehicle is to be considered for: (select one)	Sale to insurance
Fleet Comments	Insurance declared a total loss
Comments (mileage, mechanical issues, other info)	ACCIDENT - TOTAL LOSS
Title Approved for (Audit)	No change needed; current title is still valid
Enter Agenda Date:	10/31/2023
VSC Review	
Department	560 - Sheriffs Office
Receiving Department	
Short VIN	5807
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	Confirmed
Elected Official/Dept Head/ Authorized Staff Digital Signature	✓ James David 10/17/2023 9:06 AM
Receiving Department Signature	✗
Budget Office Signature Acknowledgement	✗
Authorized Fleet Staff Digital Signature	✓ Kevin Teller 10/17/2023 11:09 AM
Authorizing Risk Employee Signature	✓ Malea Schmitt 10/17/2023 1:56 PM
Auditor's Authorized Employee Signature	✓ Nancy Schiller 10/17/2023 2:17 PM
Purchasing Department Signature	✓ Mary Watson 10/17/2023 4:56 PM
DeparAuthSignedCalculated	No
ReceivingDeptaauthsigcalculated	EMPTY
delete duplicate Unit Number	
ID	55
Version	9.0
Attachments	True
Created	10/17/2023 7:51 AM
Created By	Mark Stevens
Modified	10/17/2023 4:56 PM
Modified By	Mary Watson

Commissioners Court - Regular Session**6.****Meeting Date:** 10/31/2023

Property Tax Refunds – Over 2500 – Thru 10/26/2023

Submitted For: Larry Gaddes**Submitted By:** Renee Clark, County Tax Assessor
Collector**Department:** County Tax Assessor Collector**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving property tax refunds over \$2,500.00 thru 10/26/2023 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

092223-102623 Refunds Over 2500

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Renee Clark

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 11:09 AM

Started On: 10/26/2023 09:48 AM

MISSION STATEMENT

Our dedicated team is committed to providing innovative and exceptional customer service in the assessment, collection, and distribution of taxes and fees.



Larry Gaddes PCAC, CTA
Tax Assessor/Collector

Date: October 26, 2023
To: Members of the Commissioners Court
From: Larry Gaddes PCAC, CTA
Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list, which includes these property tax refunds, for your approval.

Please contact me at (512) 943-1954, if you have any questions.

Thank you.

Main Office:

904 South Main Street
Georgetown, TX 78626
Telephone : 512.943.1601
www.wilcotx.gov/taxoffice

1801 E Old Settlers Blvd, Ste 115
Round Rock, TX 78664

Annex Locations:

350 Discovery Blvd, Ste 101
Cedar Park, TX 78613

412 Vance St, Ste 1
Taylor, TX 76574

11:49 AM

10/25/23

Property Tax
Account QuickReport
As of October 26, 2023

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	10/22/2023	99920	CORELOGIC	R102315 - Erroneous payment	-7,852.91
Check	10/22/2023	99950	NEERAJA KANCHERLA	R617650 - Erroneous payment	-6,070.54
Total Refunds Payable - Taxpayers					-13,923.45
TOTAL					-13,923.45

Commissioners Court - Regular Session**7.****Meeting Date:** 10/31/2023

County Attorney September 2023 Monthly Report

Submitted For: D. Hobbs**Submitted By:** Stephanie Lloyd, County Attorney**Department:** County Attorney**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve the County Attorney September 2023 Monthly Report in compliance with Code of Criminal Procedure 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

September report

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Stephanie Lloyd

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 11:09 AM

Started On: 10/26/2023 11:01 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 Dee Hobbs, County Attorney, Williamson County, who, on his oath, stated that the attached report of money collected is a true and correct report for the month of September, 2023.

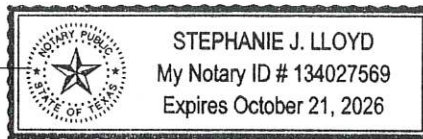
Dee Hobbs

DEE HOBBS
COUNTY ATTORNEY

On this 26th day of October, 2023, to certify which witness my hand and seal of office.

Stephanie J. Lloyd

NOTARY PUBLIC
In and for the State of Texas



GL Revenue Object	GL Revenue Fund	Receipt Source	Receipt Date	Receipt Number	Receipt Comment	Receipt Amount
207015	0100	CO ATTY	05-Sep-2023	33337	2022-1985, 2022-3783, 2022-4012	\$ 370.00
			06-Sep-2023	33342	2022-3992 2022-4809	\$ 1,245.94
			08-Sep-2023	33357	2022-2341 2022-4737	\$ 120.00
			13-Sep-2023	33373	2022-1568 2022-3849 2022-4275 2023-0144	\$ 430.00
			15-Sep-2023	33381	2022-4453	\$ 60.00
			20-Sep-2023	33395	2021-3253	\$ 240.00
					2023-0101	\$ 60.00
			21-Sep-2023	33404	2022-3796	\$ 60.00
			27-Sep-2023	33420	2022-3992	\$ 240.00
		CO ATTY 1	29-Sep-2023	33428	2023-0843	\$ 259.84
					2023-2159	\$ 60.00
207015 Total						\$ 3,145.78
341300	0406	CO ATTY HC FEES	06-Sep-2023	33342	HOT CHECK FEES - AUGUST 2023	\$ 180.00
341300 Total						\$ 180.00
351000	0364	CO ATTY INTERVENTION	01-Sep-2023	33332	2021-0906; 2022-2875; 2022-4731; 2023-0221; 2023-0276	\$ 2,080.00
			08-Sep-2023	33357	2022-1732 2022-4737 2023-0347 2023-1209	\$ 1,720.00
			11-Sep-2023	33362	2021-2203 2022-2341 2022-3553 2022-3652	\$ 1,860.00
			12-Sep-2023	33367	2022-1568 2022-4275	\$ 1,000.00
			14-Sep-2023	33377	2022-2095, 2022-2891, 2022-3089, 2022-3337, 2023-0144, 2023-0271	\$ 2,720.00
			18-Sep-2023	33385	2021-0826 2022-0101 2022-0668 2022-4453 2022-4862 2023-0101	\$ 2,860.00
			19-Sep-2023	33390	2021-3253 2022-1397	\$ 860.00
			21-Sep-2023	33404	2022-1056 2022-2420 2022-2601 2022-3505 2022-3651	\$ 2,500.00
			25-Sep-2023	33412	2022-1454, 2022-3512, 2022-3621, 2022-3954, 2023-1460	\$ 2,500.00
			28-Sep-2023	33424	2022-3796 2022-3829 2022-3992 2022-4365 2023-2159	\$ 2,280.00
			29-Sep-2023	33428	2023-2159 2022-1337 2022-2753 2022-2918 2023-0121 2023-0283 2023-0326 2023-0843 2023-2460	\$ 3,520.00
351000 Total						\$ 23,900.00
370500	0100	CO ATTY	25-Sep-2023	33412	2023-1048-PIA	\$ 3.40
		CO ATTY 2	29-Sep-2023	33428	2023-1045-PIA	\$ 3.30
370500 Total						\$ 6.70
Grand Total						\$ 27,232.48

Criminal Restitution September 2023

Date	Payor	Amount	Case #	Deposit Date
8/30/2023	Travis Lee Cain	\$ 250.00	2022-1985	8/31/2023
8/29/2023	Rubenia Castillo-Arauz	\$ 60.00	2022-3783	8/31/2023
8/29/2023	Ryan Matthew Rasmussen	\$ 60.00	2022-4012	8/31/2023
		\$ 370.00		
Date	Payor	Amount	Case #	Deposit Date
9/4/2023	Bruce Hayden Diaz Lay	\$ 1,000.00	2022-3992	9/5/2023
8/31/2023	Aaron McFadden	\$ 245.94	2022-4809	9/5/2023
		\$ 1,245.94		
Date	Payor	Amount	Case #	Deposit Date
9/6/2023	Abhinav Srinivas Chada	\$ 60.00	2022-2341	9/7/2023
9/5/2023	Chelsea Grace McGovern	\$ 60.00	2022-4737	9/7/2023
		\$ 120.00		
Date	Payor	Amount	Case #	Deposit Date
9/7/2023	Catherine Michele Hudak	\$ 60.00	2022-1568	9/12/2023
9/8/2023	Ryan Nathan Saenz	\$ 250.00	2022-3849	9/12/2023
9/8/2023	Andrew David Binkard	\$ 60.00	2022-4275	9/12/2023
9/11/2023	Gracie Catherine Whitten	\$ 60.00	2023-0144	9/12/2023
		\$ 430.00		
Date	Payor	Amount	Case #	Deposit Date
9/13/2023	Carey Everitt Young	\$ 60.00	2022-4453	9/14/2023
		\$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
9/15/2023	Steven Phillip Cruz	\$ 240.00	2021-3253	9/19/2023
9/14/2023	Lourdes De La Trinidad Ramirez	\$ 60.00	2023-0101	9/19/2023
		\$ 300.00		
Date	Payor	Amount	Case #	Deposit Date
9/19/2023	Aleigha L Adams	\$ 60.00	2022-3796	9/21/2023
		\$ 60.00		
Date	Payor	Amount	Case #	Deposit Date
9/25/2023	Bruce Hayden Diaz Lay	\$ 240.00	2022-3992	9/26/2023
		\$ 240.00		
Date	Payor	Amount	Case #	Deposit Date
9/27/2023	Neoma Raine Jaskowiak	\$ 259.84	2023-0843	9/28/2023
9/26/2023	David Chase Till	\$ 60.00	2023-2159	9/28/2023
		\$ 319.84		

Disbursement Summary

Hot Check Fee September 2023

TXWILLIAMSONP
ROD

Collection Date Range: 08/01/2023 - 08/31/2023

Ignore Tender Holds: No

Final Copy

County Attorney

County Attorney Bank

Williamson County Treasurer - HC

Disbursement Summary

Code Word	Description	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
CHKFEE	Check Fee	180.00	0.00	0.00	0.00	180.00

Disbursement Summary Totals		(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
		180.00	0.00	0.00	0.00	180.00

Disbursement Detail

Check ID Number	Defendant	Code	(+) Collection Amount	(+) Previous Escrow	(-) Escrow Deductions	(-) Escrow Held	Disbursement Amount
16-00772	Tejeda, Terry (PID #: 1432218)	CHKFEE	75.00	0.00	0.00	0.00	75.00
23-00023	GHANI, SIBQUAT HAYAT (PID #: 476889)	CHKFEE	15.00	0.00	0.00	0.00	15.00
23-00030	Hage, Janet (PID #: 1898016)	CHKFEE	15.00	0.00	0.00	0.00	15.00
23-00032	Hage, Jeffery Alan (PID #: 400180)	CHKFEE	30.00	0.00	0.00	0.00	30.00
23-00043	Lindsey, Kimberly (PID #: 449269)	CHKFEE	15.00	0.00	0.00	0.00	15.00
23-00044	Lindsey, Kimberly (PID #: 449269)	CHKFEE	15.00	0.00	0.00	0.00	15.00
23-00051	Lewis, Cheryl (PID #: 1919152)	CHKFEE	15.00	0.00	0.00	0.00	15.00
Totals:			180.00	0.00	0.00	0.00	180.00

PTI Fee September 2023

8/31/2023	Federico Castillo-Azua	\$ 500.00	2021-0906	8/31/2023
8/31/2023	Devante Pirtle	\$ 360.00	2022-2875	8/31/2023
8/31/2023	Ishmael Diaz	\$ 360.00	2022-4731	8/31/2023
8/30/2023	Nicholas Alexander Marullo	\$ 500.00	2023-0221	8/30/2023
8/30/2023	Rodrigo Novoa Rojas	\$ 360.00	2023-0276	8/30/2023
		\$ 2,080.00		
date	payor	amount	control #	deposit date
9/5/2023	Jessica Marie Kelley	\$ 500.00	2022-1732	9/6/2023
9/5/2023	Chelsea Grace McGovern	\$ 500.00	2022-4737	9/6/2023
9/5/2023	Geri Lou Rasmussen	\$ 360.00	2023-0347	9/6/2023
9/1/2023	Daniel DeLara	\$ 360.00	2023-1209	9/6/2023
		\$ 1,720.00		
date	payor	amount	control #	deposit date
9/7/2023	Brelynn Imani Brown	\$ 360.00	2021-2203	9/8/2023
9/6/2023	Abhinav Srinivas Chada	\$ 500.00	2022-2341	9/8/2023
9/6/2023	Brandon Gonzales Castro	\$ 500.00	2022-3553	9/8/2023
9/6/2023	Almas Ibrayeu	\$ 500.00	2022-3652	9/8/2023
		\$ 1,860.00		
date	payor	amount	control #	deposit date
9/8/2023	Catherine Michele Hudak	\$ 500.00	2022-1568	9/11/2023
9/8/2023	Andrew David Binkard	\$ 500.00	2022-4275	9/11/2023
		\$ 1,000.00		
date	payor	amount	control #	deposit date
9/12/2023	Jacqueline Palacios	\$ 360.00	2022-2095	9/13/2023
9/12/2023	Brian D Brouillette	\$ 360.00	2022-2891	9/13/2023
9/12/2023	Kara Ann Davis	\$ 500.00	2022-3089	9/13/2023
9/11/2023	Samantha Medrano	\$ 500.00	2022-3337	9/13/2023
9/11/2023	Gracie Catherine Whitten	\$ 500.00	2023-0144	9/13/2023
9/11/2023	Susan Cantrell Blair	\$ 500.00	2023-0271	9/13/2023
		\$ 2,720.00		
date	payor	amount	control #	deposit date
9/14/2023	Jose Gonzalez-Garcia	\$ 500.00	2021-0826	9/15/2023
9/14/2023	Jose Angel Galvan	\$ 500.00	2022-0101	9/15/2023
9/14/2023	Lauren Elizabeth Ahrendt	\$ 360.00	2022-0668	9/15/2023
9/13/2023	Carey Everitt Young	\$ 500.00	2022-4453	9/15/2023
9/14/2023	Nick Cichella	\$ 500.00	2022-4862	9/15/2023
9/14/2023	Lourdes De La Trinidad Ramirez	\$ 500.00	2023-0101	9/15/2023

		\$ 2,860.00		
date	payor	amount	control #	deposit date
9/15/2023	Steven Phillip Cruz	\$ 360.00	2021-3253	9/18/2023
9/16/2023	Zachary Craig Cavaness	\$ 500.00	2022-1397	9/18/2023
		\$ 860.00		
date	payor	amount	control #	deposit date
9/18/2023	Marc Lynn Dudley	\$ 500.00	2022-1056	9/20/2023
9/19/2023	Dartagnan Deshon Spradley	\$ 500.00	2022-2420	9/20/2023
9/18/2023	Muruganandhan Shanmugam	\$ 500.00	2022-2601	9/20/2023
9/18/2023	William Carpenter	\$ 500.00	2022-3505	9/20/2023
9/19/2023	Taylor Elizabeth Emery	\$ 500.00	2022-3651	9/20/2023
		\$ 2,500.00		
date	payor	amount	control #	deposit date
9/21/2023	Laureen Ashley Ballard	\$ 500.00	2022-1454	9/22/2023
9/20/2023	Antonio Miguel Aragon	\$ 500.00	2022-3512	9/22/2023
9/20/2023	Henry Uhlaender	\$ 500.00	2022-3621	9/22/2023
9/20/2023	Taylor Marie Thompson	\$ 500.00	2022-3954	9/22/2023
9/21/2023	Emery Duhorandenago	\$ 500.00	2023-1460	9/22/2023
		\$ 2,500.00		
date	payor	amount	control #	deposit date
9/26/2023	Aleighta L Adams	\$ 500.00	2022-3796	9/27/2023
9/26/2023	David Michael Miller	\$ 360.00	2022-3829	9/27/2023
9/25/2023	Bruce Hayden Diaz Lay	\$ 500.00	2022-3992	9/27/2023
9/26/2023	Rubi Celeste Villegas	\$ 360.00	2022-4365	9/27/2023
9/26/2023	David Chase Till	\$ 560.00	2023-2159	9/27/2023
		\$ 2,280.00		
date	payor	amount	control #	deposit date
9/27/2023	David Chase Till	\$ (60.00)	2023-2159	9/29/2023
9/27/2023	Jacquelyn Lee Good	\$ 500.00	2022-1337	9/29/2023
9/28/2023	Kyra Jane Moriarty	\$ 360.00	2022-2753	9/29/2023
9/27/2023	Jenna Lee Gibson	\$ 500.00	2022-2918	9/29/2023
9/28/2023	Kenneth Prescott	\$ 500.00	2023-0121	9/29/2023
9/27/2023	Cullen Michael Ferrill	\$ 500.00	2023-0283	9/29/2023
9/27/2023	Hareensai Javaji	\$ 360.00	2023-0326	9/29/2023
9/27/2023	Neoma Raine Jaskowiak	\$ 500.00	2023-0843	9/29/2023
9/28/2023	Louis Pearce Bradshaw	\$ 360.00	2023-2460	9/29/2023
		\$ 3,520.00		

PIA Fees September 2023

date	payor	amount	PIA #	deposit date	deposit total
9/22/2023	Robert Bagwell	\$ 3.40	2023-1048-PIA	9/25/2023	\$ 3.40
9/27/2023	Lori Gallagher	\$ 3.30	2023-1045-PIA	9/29/2023	\$ 3.30

Commissioners Court - Regular Session**8.****Meeting Date:** 10/31/2023

ESD #3 Appointment of MariClare Gadsick

Submitted For: Russ Boles**Submitted By:** Amalia Puentes-Zuazua,
Commissioner Pct. #4**Department:** Commissioner Pct. #4**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on appointing MariClare Gadsick to ESD #3 board with the term to commence October 31, 2023 and continue until December 31, 2025.

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.

Reviewed By

Becky Pruitt

Date

10/19/2023 09:42 AM

Form Started By: Amalia Puentes-Zuazua

Started On: 10/16/2023 11:38 AM

Final Approval Date: 10/19/2023

Commissioners Court - Regular Session**9.****Meeting Date:** 10/31/2023

ARPA Agreement City of Granger

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 Granger for Infrastructure Improvements to the water project serving the community for reimbursement under the American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved funding Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) funds. This agreement is a subrecipient grant agreement in the amount of \$500,000.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

City of Granger

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Jody Cook

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 08:55 AM

Started On: 10/25/2023 03:19 PM

**SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY AND CITY OF GRANGER
FOR THE WATER AND WASTEWATER IMPROVEMENTS PROJECT**

**WITH FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)**

This Subrecipient Agreement (“Agreement”) is between Williamson County (the “COUNTY”), a political subdivision of the State of Texas, and City of Granger (“SUBRECIPIENT”), (collectively, the “Parties”), and shall be effective on _____, 2023. The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act (“ARPA”) to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds (“SLFRF FUNDS”) authorized the ARPA (A.L.N. #21.027) are to be used to mitigate the ongoing effects of COVID-19 and support the nation’s pandemic recovery; and

WHEREAS, the COUNTY has received SLFRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury (“Treasury”); and

WHEREAS, Treasury has issued guidance for the use of SLFRF FUNDS (31 CFR Part 35 and may be found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLFRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury’s Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLFRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW
AND
WATER PROJECT DEFINITIONS

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:

Installation of new 12-inch water distribution main and 12-inch wastewater collection main.

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.

II.
PAYMENT

The COUNTY shall make available an amount of up to \$500,000 (**FIVE HUNDRED THOUSAND DOLLARS**) to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form

- ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
- iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
- iv. Invoices of all other expenditures
- v. Proof of payment of all expenditures

III. TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026 unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The County may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

- i. Creates a potential threat to health or safety: or
- ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the County for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV. AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V. STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

SUBRECIPIENT shall maintain an effective accounting system, which will:

- i. Identify and record valid transactions
- ii. Record transactions to the proper accounting period in which transactions occurred
- iii. Describe transactions in sufficient detail to permit proper classification
- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
- v. Adequately identify the source and application of funds of each grant contract
- vi. Generate current and accurate financial reports in accordance with contract requirements

Subrecipient shall adhere to the most restrictive rules and regulations of any funding source (Federal, State or Local) applied to project. This is to include, but not limited to, Davis Bacon, procurement and environmental regulations.

VI. MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that

COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

VII. ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX. EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.

- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- iv. Adequate maintenance procedures must be developed to keep the property in good condition.
- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

X. LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT, AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (A.L.N. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI. DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

XII. INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII. SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this

Agreement.

XIV.
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLFRF FUNDS described herein.

XV.
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission *if required* by Texas Government Code Section 2252.908, as amended.

XVI.
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

County;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

Subrecipient:

Mayor
City of Granger
214 E. Davilla St.
Granger, TX 76530

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below ("Effective Date").

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 2023

SUBRECIPIENT:



Authorized Signature

Monica Stojanik

Printed Name

Date: October 6, 2023

APPENDIX A – Scope of Services
&
APPENDIX B – Program or Project Budget/Allowable Expenses
(incorporated herein as if copied in full)

APPENDIX A

SCOPE OF SERVICES

PROJECT OVERVIEW

The City of Granger has the need to replace aging water infrastructure in order to provide a reliable service across the railroad right-of-way and TxDOT right-of-way of SH 95 within the water distribution system. The wastewater collection system also has aging clay wastewater lines and a new influent lift station at the wastewater treatment plant is also needed to help the collection system operate more efficiently. By replacing the aging infrastructure, the city can reduce annual repair costs and prevent state and federal infractions due to possible contamination.

SCOPE OF WORK

Water: A new 12-inch water line will be installed along Walnut St from the elevated storage tank to the east side of SH 95 and will connect to an existing 6-inch water line. The water line installation will include all fittings, valves, and steel encasement pipe by bore.

Wastewater: A new influent lift station will be installed at the wastewater treatment plant site. The lift station will allow future influent lines to be installed at a greater depth, which will eliminate aerial creek crossings. The existing influent line into the wastewater treatment plant is approximately 6-inches deep and requires additional soil to be added to keep the pipe covered. The new lift station and new collection lines will eliminate the shallow influent line and eliminate an aerial creek crossing.

APPENDIX B

PROJECT BUDGET

SCOPE OF WORK BUDGET

Water:

Item Description	Unit	Unit Cost	Quantity	Total
1 Mobilization, Bonds, Permits and Insurance	LS	\$4,500.00	100%	\$4,500.00
2 ROW Preparation and Site Clearing	STA	\$300.00	12	\$3,600.00
3 12" C900 PVC Pipe via Open Cut	LF	\$65.00	1,200	\$78,000.00
4 Connection to EST Discharge	EA	\$3,500.00	1	\$3,500.00
5 18" Steel Encasement By Road Bore	LF	\$750.00	250	\$187,500.00
6 12" MJ Gate Valve	EA	\$4,000.00	8	\$32,000.00
7 Standard Fire Hydrant Assembly	EA	\$6,500.00	2	\$13,000.00
8 Remove and Replace Asphalt Surface Replacement	SY	\$55.00	200	\$11,000.00
9 Traffic Control Plan	LS	\$3,500.00	100%	\$3,500.00
10 Storm Water Pollution Prevention Plan	LS	\$2,500.00	100%	\$2,500.00
11 Trench Safety Plan	LS	\$3,500.00	100%	\$3,500.00
12 Testing Per City of Granger and TCEQ Requirements	LS	\$3,500.00	100%	\$3,500.00
SUBTOTAL				\$346,100.00
10% CONSTRUCTION CONTINGENCY				\$34,610.00
TOTAL CONSTRUCTION				\$380,710.00

Wastewater:

Item Description	Unit	Quantity	Unit Cost	Total
1 Mobilization, Bonds, and Permits	L.S.	1	\$ 24,000.00	\$ 24,000.00
2 R.O.W Preparation, Site Clearing, and Traffic Control	STA.	12	\$ 400.00	\$ 4,800.00
3 12" PVC SDR 26 Gravity Line	L.F.	150	\$ 75.00	\$ 11,250.00
4 15" PVC SDR 26 Gravity Line	L.F.	1,100	\$ 80.00	\$ 88,000.00
5 4' Diameter Manholes	EA.	6	\$ 7,500.00	\$ 45,000.00
6 Wastewater Service Connections	EA.	4	\$ 2,900.00	\$ 11,600.00
7 24" Steel Encasement Pipe by Roadway Bore	L.F.	130	\$ 800.00	\$ 104,000.00
8 Package Influent Lift Station	L.S.	1	\$ 255,000.00	\$ 255,000.00
9 Remove and Replace Asphalt Surface	S.Y.	180	\$ 55.00	\$ 9,900.00
10 Miscellaneous Repairs (Fence, Mailboxes, etc)	L.S.	1	\$ 8,000.00	\$ 8,000.00
11 Top Soil and Hydromulch	S.Y.	1,200	\$ 5.00	\$ 6,000.00
12 Storm Water Pollution Prevention Plan	L.S.	1	\$ 2,500.00	\$ 2,500.00
13 Trench Safety Plan	L.S.	1	\$ 3,500.00	\$ 3,500.00
14 Testing Per City of Granger and TCEQ Requirements	L.S.	1	\$ 3,500.00	\$ 3,500.00
SUBTOTAL:				\$ 577,050.00
20% CONTINGENCY:				\$ 115,410.00
TOTAL CONSTRUCTION COST:				\$ 692,460.00

The Williamson County ARPA funding will be allocated for 100% of the water line budget, with any remaining funds from the County's ARPA funds going to the Wastewater Budget. The remainder of the Wastewater Budget will be paid utilizing Williamson County CDBG funding and City of Granger ARPA funding.

5.2 Clean Water: Centralized Wastewater Collection and Conveyance and 5.11 Drinking water: Transmission & Distribution.

Commissioners Court - Regular Session**10.****Meeting Date:** 10/31/2023

Release of PUE Denton

Submitted By: Hal Hawes, General Counsel**Department:** General Counsel**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a Release of Utility Easement to release, abandon and vacate any rights or interests that Williamson County, Texas may have, if any, in and to a Public Utility Easement as shown between Lots 1 and 2, Block A, Young Ranch Section 3 of that plat recorded in Cabinet J, Slide 250 of the Plat Records of Williamson County, Texas.

Background

The property owner of Lots 1 and 2, Block A, Young Ranch Section 3, James Denton, has requested that Williamson County release, abandon and vacate a public utility easement (PUE) across his property at 651 Young Ranch Road, Georgetown, Texas. The PUE has never been used and there are no plans to use same. Mr. Denton has constructed improvements over the PUE. The adjacent Lots 3 and 4 are owned by a different owner and a similar public utility easement was vacated on August 10, 1992 by an action of the Commissioners Court. Approval of this release by the Commissioners Court would release, abandon and vacate any rights or interests that Williamson County, Texas may have, if any, in the PUE. The property owner has been notified by Sheets & Crossfield that other releases may be necessary to the extent other entities have an interest in the PUE.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Release of PUE - James Denton

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 10/23/2023

Reviewed By

Becky Pruitt

Date

10/23/2023 04:31 PM

Started On: 10/23/2023 02:12 PM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RELEASE OF A UTILITY EASEMENT

THE STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF WILLIAMSON

§

§

That **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas ("Releasor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by **JAMES DENTON**, whose address is 651 Young Ranch Road, Georgetown, Texas 78633, the receipt and sufficiency of which is hereby acknowledged, does hereby **ABANDON, RELEASE and DISCHARGE** any rights or interests that Releasor may have, if any, in and to a Public Utility Easement as shown between Lots 1 and 2, Block A, Young Ranch Section 3 of that plat recorded in Cabinet J, Slide 250 of the Plat Records of Williamson County, Texas.

This instrument is given specifically to release the described said easement to the extent Releasor is Grantee of said easement, which easement is terminated by abandonment, termination, vacation, and cessation of purpose, and which easement will be of no further effect, whether legal or equitable.

IN WITNESS WHEREOF, Williamson County, Texas has caused this instrument to be executed on this the ____ day of the month of _____, 2023.

RELEASOR:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr, County judge

[Acknowledgement on the following page.]

ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

§
§
§

This instrument was acknowledged before me on this the ____ day of the month of _____, 2023, by Bill Gravell, Jr., Texas in the capacity and for the purposes and consideration therein expressed.

Notary Public, State of Texas

AFTER EXECUTING, RETURN TO:

James Denton
651 Young Ranch Road
Georgetown, Texas 78633

Commissioners Court - Regular Session**11.****Meeting Date:** 10/31/2023

Approval of Addendum #1 for RFP #23RFP80 Property Casualty Workers Comp Third Party Administrator (TPA) with Gallagher Bassett for Risk Management

Submitted For: Joy Simonton**Submitted By:** Kim Chappius, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on the First Amendment to the Third Party Claims Administration Agreement, awarded under #23RFP80, between Williamson County and Gallagher Bassett Services Inc.

Background

The Commissioners Court approved the original contract with Gallagher Bassett on September 12, 2023, Agenda Item #34. This amendment corrects the scope of the contract from claim management from the life of the contract to the life of the claim (handle to conclusion) for incoming claims and outlines the associated pricing. This was the original intention of the RFP review committee. Additionally, the amendment specifies that previously established (run-in) claims will be for the life of the contract, with associated lower per-claim costs. Funding source is 01.0840.0840.000000 Risk Fund; there are multiple object codes that will be used as per FY24 budget. The Risk Management Department contact is Malea Schmitt.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Original Contract 2023
Addendum #1

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Kim Chappius
Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/26/2023 09:16 AM
10/26/2023 09:18 AM
Started On: 10/23/2023 09:07 AM

THIRD PARTY CLAIMS ADMINISTRATION AGREEMENT

This Third Party Claims Administration Agreement (this “**Agreement**”) is made and entered into as of October 1, 2023 (the “**Effective Date**”) between Gallagher Bassett Services, Inc., a Delaware corporation (“**GB**”), and Williamson County, Texas, a political subdivision of the State of Texas (“**Client**”). GB and Client shall hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, GB is a third party claims administrator, and Client desires to retain GB to provide certain claims administration services (the “**Services**,” as described below) on Client’s behalf.

NOW, THEREFORE, in consideration of the mutual promises contained herein, GB and Client hereby agree as follows:

SECTION 1 **SERVICES**

1.1 **General**. GB, by and through one or more affiliates and vendors, shall provide Services for Client relating to the administration of Client’s Claims in accordance with the terms and conditions set forth in this Agreement and in the service instructions (the “**Service Instructions**”) as agreed upon by the Parties in writing from time to time, which Service Instructions shall be incorporated into and deemed to be a part of this Agreement. As used herein, “**Claim**” means any report of injury or accident alleging or resulting in injury, damage or loss that could give rise to a demand for the payment of money by Client, and which is timely reported to GB hereunder. GB shall provide such Services as further described in the Cost & Terms attached hereto as Exhibit A (“**C&T**”) and incorporated by reference herein. Each C&T shall be applicable for the period referenced therein. GB’s Services may include the following:

- a. Upon guidance from Client and/or retained counsel, where applicable, review, investigate, adjust, settle and/or resist Claims (i) within the Settlement Authority, or (ii) if in excess of the Settlement Authority, upon the acknowledgment of Client. “**Settlement Authority**” is the amount set forth in the Service Instructions, up to which GB is authorized to settle individual Claims;
- b. Establish and update Claim reserves;
- c. Maintain Claim files and records; provided that Client shall be obligated to store and preserve any physical evidence relevant to any Claim or potential Claim;
- d. Assist Client in establishing a Claim loss fund account as more specifically described in Section 3 below for the funding of losses (including indemnity payments) and Allocated Expenses associated with a Claim (collectively, “**Loss Payments**”). “**Allocated Expenses**” means all expenses incurred in connection with the investigation, negotiation, defense, settlement and disposition of a Claim, examples of which are set forth in the C&T;
- e. Notify only Client’s agents or insurers that are expressly listed in the Service Instructions of Claims that meet the specific parameters expressly set forth in the Service Instructions;
- f. Coordinate investigations on litigated Claims with attorneys retained on the Claim and with representatives of Client’s insurer, as required;
- g. Investigate and pursue subrogation claims on behalf of Client, where permitted;
- h. Provide a risk management information system and standard reports as described in the Service Instructions, as well as ad hoc information and reports, as requested by Client from time to time;

i. Provide risk control consulting and appraisals or other related Services, as set forth in the C&T or otherwise agreed to by the Parties;

j. Report fraudulent or suspected fraudulent Claims to state authorities, as required by applicable law, and as agreed upon by the Parties;

k. Perform Mandatory Insurer Reporting (“**MIR**”) directly or in coordination with carrier’s required third party reporting agent, pursuant to Section 111 of the Medicare, Medicaid, and State Children’s Health Insurance Program Extension Act of 2007 (P.L. 110-173) (“**MMSEA**”); and

l. Provide medical management services as set forth in the C&T.

1.2 **Report of Claims**. Client shall report all Claims to GB with sufficient time to allow GB to submit first reports of injury to each applicable state, as required, and to comply with all applicable laws.

1.3 **Sole Claims Administrator**. During the term of this Agreement, (i) GB shall be Client’s sole claims administrator with respect to Claims under the coverage types set forth in the C&T; (ii) all new Claims arising under such program shall be transmitted to GB and (iii) Client will not, directly or indirectly, self-administer any Claims that should be reported to GB pursuant to the terms of this Agreement.

1.4 **Escheat**. The Parties acknowledge that Client shall be responsible for any and all escheat and unclaimed property reporting obligations; *provided, however*, that, upon request and for a mutually agreed upon fee, GB shall provide Client with such information and reports as Client may reasonably request to perform escheat reporting with respect to Loss Payments made hereunder.

SECTION 2 **PAYMENT AND COLLECTION MATTERS**

2.1 **Payment of Service Fees**. Client shall pay, or cause its insurer to pay, any fees for Services and other sums payable to GB as described herein and in the C&T (“**Service Fees**”) in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue as set forth in the Texas Prompt Payment Act. Interest charges for any overdue payments shall be paid by Client in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Client’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

2.2 **Expense Reimbursement**. All GB requests for expense reimbursements (i.e., travel and other business expenses) are subject to Williamson County’s Vendor Reimbursement Policy, current version incorporated herein as **Exhibit B** with updated versions available at Vendor Reimbursement | Williamson County, TX (wilcotx.gov). The Williamson County’s Vendor Reimbursement Policy shall not apply to Allocated Expenses paid from the loss fund account.

2.3 **Taxes**. Client is a political subdivision under the laws of the State of Texas and claims exemption for sale and use taxes under Tex. Tax Code Ann. § 151.309, as amended. The Client agrees to provide exemption certificates to GB upon request. Likewise, Client is not liable for any taxes assessed against GB for any Services rendered.

2.4 **Applicable Currency**. All payment obligations hereunder shall be charged and payable in U.S. Dollars, unless otherwise agreed in writing by the Parties.

2.5 **Catastrophe Charges**. GB will charge Client for any loss involving ten (10) or more Claims resulting from a single event (i.e., hurricane, tornado, flood, earthquake, etc.) on a time and expense

basis, which shall be paid as an Allocated Expense against the Claim file. GB, in its discretion, reserves the right to utilize outside resources to expedite Claim handling because of any such catastrophic event.

2.6 **Change in Circumstances.** Upon sixty (60) days' prior written notice to Client, GB may modify its Service Fees if GB reasonably determines that (i) historical claims data that Client provided to GB was erroneous, obsolete or insufficient; (ii) Client has a material change in the overall program managed by GB, including the lines of coverage handled by GB or instances where Client unbundles services provided by GB's vendors and subcontractors; (iii) Client has a material change in the nature and/or volume of its Claims compared to what was contemplated when GB initially quoted its Service Fees; or (iv) legislative and/or regulatory requirements impact or change the scope of GB's Services or responsibilities, including any expenses related thereto.

SECTION 3

LOSS FUND ACCOUNT – SELF-INSURED MONEY MANAGEMENT SYSTEM (SIMMS)

GB shall assist Client in establishing a loss fund account with Citibank (or other institution at GB's discretion), and Client shall fund, or cause its carrier to fund, such account. The initial imprest shall be an amount representing approximately two and one-half (2 ½) times Client's current average Loss Payment history based upon Client's (i) estimated Claim volume and (ii) funding frequency. GB reserves the right, in its sole discretion and upon prior notice to Client, to modify the imprest balance required under this Agreement. In the event that GB exercises its right to modify the imprest balance, Client shall fund such amount within five (5) business days of GB's request. GB reserves the right at any time to request Client to prefund any large Loss Payments, which Client shall fund within three (3) business days of GB's request. Client shall maintain the required imprest balance during the term of this Agreement.

SECTION 4

PAYMENT & FUNDING FAILURE; REMEDIES

Client is solely responsible for all payment obligations under this Agreement. GB is not obligated to advance funds to pay Loss Payments or any other obligation of Client.

4.1 If amounts owed for Service Fees are not paid in accordance with the timing specified in Texas Government Code Chapter 2251 ("**Grace Period**"), Client will pay GB interest on these amounts in accordance with Texas Government Code Chapter 2251.

4.2 If Client fails to timely and adequately fund and replenish its loss fund account within five (5) business days of receiving a delinquent payment demand by GB or Citibank, GB may, at its election, (i) suspend banking or shutdown the loss fund account and suspend the provision of Services suspend banking or shutdown the loss fund account and suspend the provision of Services; and (ii) report the delinquent account and claim handling status to: (a) Client's insurance carrier and/or broker, if any; (b) applicable government and regulatory agencies; (c) any affected claimant(s); and (d) any other relevant parties.

4.3 If Client fails to fund its loss fund account within five (5) business days following the notice described in Section 4.2 above, GB may (i) convert Client's program to daily issuance via Fed Wire upon forty-eight (48) hours' notice to Client; (ii) report the Claim handling status to appropriate government and regulatory agencies, as applicable; and/or, (iii) terminate this Agreement and cease providing Services without further liability to Client.

4.4 To the extent permitted by the law of the State of Texas, Client shall indemnify and hold GB harmless and be solely responsible for any and all damages, fines, penalties, bank charges, interest, fees and expenses resulting from Client's failure to timely meet its payment obligations and maintain the loss fund imprest balance, and Client shall pay, or cause its carrier to pay, such amounts promptly upon

demand by GB. Additionally, to the extent allowed by law, Client shall pay all fees, costs and expenses incurred by GB in enforcing the payment obligations hereunder, including reasonable attorneys' fees and court costs.

SECTION 5

COMPLIANCE WITH LAWS; MEDICARE REPORTING

5.1 **Compliance with Laws and Licensing.** GB and Client will comply with all applicable laws. GB will maintain all permits, licenses and regulatory approvals necessary to provide the Services described herein.

5.2 **Mandatory Insurer Reporting.** Client acknowledges and agrees that Client or its insurance carrier has an obligation to perform MIR. To the extent that GB provides MIR on Client's behalf, Client agrees to properly register (or, as appropriate, to cause its insurance carrier to properly register) with the Centers for Medicare and Medicaid Services as the Responsible Reporting Entity ("**RRE**") under MMSEA and to provide to GB all relevant information, including the RRE "Identification Number(s)" assigned to Client, and properly designate a MIR reporting agent acceptable to GB. GB shall not provide MIR in states where GB is only providing Claims oversight. Client agrees that for each and every Claim reported to GB, Client shall provide the following information as soon as possible, but in no event later than required to comply with applicable law to avoid fines and penalties: claimant's first and last name, social security number, date of birth and gender. Failure to timely provide such information shall absolve GB from any responsibility for performing MIR with respect to any such Claim until GB receives all required information. GB may disclose this and other information to its designated third parties for processing Client's MIR and performing other obligations hereunder.

5.3 **Medicare Secondary Payer Act Compliance.** In order to comply with Client's reporting obligations under Medicare, and avoid interest, fees, and penalties associated with failure to properly account for (i) conditional payments under the Medicare Secondary Payer Act ("**MSP**") or (ii) future medical expenses under the MSP (collectively, "**MSP Liabilities**"), Client must ensure that the following activities are timely performed: (i) reporting, (ii) investigation and payment of conditional payment obligations and (iii) provision of Medicare set-asides or other future medical allocations services, as appropriate. GB hereby disclaims any and all MSP Liabilities relating to Client's and/or its representatives' or agents' failure to comply with any MSP obligations, where (A) Client does not utilize GB or its vendors to administer Client's MSP compliance or (B) Client's or its representative's or agent's acts and/or omissions result in MSP Liabilities.

SECTION 6

CONFIDENTIALITY

6.1 **Defined.** As used herein, "**Confidential Information**" means information furnished by either Party or its agents and representatives ("**Discloser**") to the other Party or its agents and representatives ("**Recipient**"), whenever furnished and regardless of the manner or media in which such information is furnished, which Recipient knows or reasonably should know to be confidential or of a proprietary nature. Confidential Information shall include confidential and proprietary information relating to the business, claimants, customers, products and affairs of Discloser, including without limitation, any and all designs, processes, pricing, methods, technical data, marketing information, trade secrets and financial information, as well as the terms of this Agreement. Confidential Information shall not include information concerning Discloser that (a) is or becomes generally available to the public or within the industry to which such information relates other than as a result of a breach of this Agreement by Recipient, (b) at the time of disclosure to Recipient by Discloser was already known by Recipient as evidenced by its written records, (c) becomes available to Recipient on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, (d) was or is independently developed by or for Recipient

without reference to the Confidential Information, or (e) is comprised of anonymized/de-identified information of Client that is utilized in connection with data analytics or other business purposes.

6.2 **Prohibition on Disclosure.** Recipient agrees that it will not disclose any Confidential Information disclosed by Discloser to any third party without Discloser's prior written consent. Notwithstanding the foregoing, Recipient shall be permitted to disclose Confidential Information to its or the Discloser's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the Services to be provided under this Agreement.

6.3 **Other Disclosures.** Nothing in this Agreement shall be deemed to prevent Recipient from disclosing any Confidential Information of Discloser when requested or required to do so by a subpoena, civil investigative demand, other legal process or by the authority of any state or federal administrative agency or governmental body. Additionally, Recipient may disclose Confidential Information to the extent required by applicable law or regulation, including the Texas Public Information Act.

SECTION 7

RISK MANAGEMENT INFORMATION SYSTEM; RECORDS

7.1 **Risk Management Information System Access.** GB hereby grants to Client a non-exclusive, non-transferable, revocable license to access GB's risk management information system (Risx-Facs®, Luminos™, or any other system licensed by GB, to the extent specified in the C&T), solely for the purpose of evaluating and monitoring the status of Claims. Such access is limited to Client-approved representatives, and shall be contingent upon and subject to Client taking reasonable measures to ensure each such representative's compliance with Section 6 above. Unless otherwise agreed in writing, this license shall terminate automatically and without the need for notice upon the termination of this Agreement for any reason.

7.2 **Document Retention.** Claim files are the property of Client, or Client's insurer, as applicable. GB will retain (i) physical Claim files in storage or (ii) electronic files on GB's systems following closure of a particular Claim in accordance with GB's then-current document retention policy and in compliance with applicable law. Thereafter, unless Client or Client's insurer requests, in writing, a turnover of its Claim files, GB may, in its sole discretion and upon advance notice to Client for any paper files, destroy and purge any such Claim files in its possession; *provided, however*, GB may retain one copy for legal, regulatory and archival purposes. Client will be solely responsible for arranging for return or transfer of its files at Client's cost, and after payment of all outstanding amounts due to GB, no later than thirty (30) days after date of notice. The policies and procedures of the applicable financial institutions shall govern the storage of copies of checks. Except as required by applicable law, GB shall have no obligation to retain Claim files in the event that such Claim files or related Claim handling obligations are transferred to another administrator.

7.3 **Run-In Claims.** To the extent GB assumes a Claim incurred prior to the Effective Date or previously administered by another party, including Claims self-handled by Client (each, a "**Run-In Claim**"), Client must adhere to Run-In Claim processes reasonably acceptable to GB to ensure proper Claim transfer, including supplying certain required information in a format acceptable to GB in a reasonable amount of time as discussed and agreed to between the Parties prior to GB's assumption of such Run-In Claims. GB shall not be responsible for updating, maintaining or storing Run-In Claim file information (paper or electronic) that is more than ten (10) years old. All files for Run-In Claims assumed by GB will be kept "as is," without any obligation to reorganize such files. Client, where applicable, shall, or shall require its prior service provider to, place a claim file note in the Run-In Claim files or otherwise conspicuously mark such files in a manner to be agreed to by the Parties, with information necessary or convenient for GB to attend to time-sensitive events, such as upcoming court deadlines and benefit or settlement payment due dates. GB shall not be responsible for any acts, errors or omissions, including any compliance requirements or state, Federal or other reporting requirements, concerning the Run-In

Claims prior to its assumption of the same. To the extent permitted by the law of the State of Texas, Client shall indemnify and hold GB harmless from any damages arising (i) during any transition period; (ii) as a result of GB's reliance on faulty or incomplete Run-In Claim files or related information; and/or (iii) in whole or in part due to acts or omissions of any party that handled such Run-In Claims prior to GB.

SECTION 8 **INDEMNIFICATION; LIMITATIONS OF LIABILITY**

8.1 **Indemnification of Client.** GB agrees to defend, indemnify and hold Client and its affiliates and their respective directors, officers, employees, vendors, subcontractors, counsel, and agents harmless from any and all third party claims, demands, causes or threats of action, losses, liabilities, damages and all related costs and expenses, including reasonable legal fees (collectively, "**Indemnified Losses**") to the extent arising from (i) the breach of any representation, warranty or covenant made by GB hereunder, and (ii) GB's grossly negligent acts or omissions or intentional misconduct; *provided, however*, that GB's indemnification obligation shall be reduced to the extent that such Indemnified Losses arise from the acts or omissions of Client or any third-party retained by Client.

8.2 **Indemnification of GB.** To the extent permitted by the law of the State of Texas, Client agrees to defend, indemnify and hold GB and its affiliates and their respective directors, officers, employees, vendors, subcontractors, counsel, and agents harmless from any and all Indemnified Losses to the extent arising from (i) the breach of any representation, warranty or covenant made by Client hereunder; (ii) Client's grossly negligent acts or omissions or intentional misconduct; (iii) GB's acts or omissions that result from any act, omission, instruction or direction of Client or its attorneys, vendors (other than GB or GB vendors), agents, representatives or assignees; (iv) any employment decisions made by Client; and (v) any acts or omissions by Client's attorneys, vendors (other than GB or GB vendors), agents, representatives or assignees; *provided, however*, that Client's indemnification obligation shall be reduced to the extent that such Indemnified Losses arise from the acts or omissions of GB or GB vendors

8.3 **Liability Limitation.** Notwithstanding anything contained in this Agreement to the contrary, (i) neither Party will be liable for any indirect, special, incidental or consequential damages, whether based in contract, tort or any other legal theory, even if advised of the possibility of such loss or damage; and, (ii) the maximum liability of either Party with respect to any losses, claims, damages, liabilities, judgments, costs and expenses (whether in tort, contract, statute or otherwise, collectively, "**Damages**") relating to or arising out of this Agreement shall not exceed (a) \$250,000 with respect to all Damages relating to a single Claim; or (b) \$1,000,000 with respect to all Damages under this Agreement in the aggregate; *provided, however*, this section shall not be deemed to limit or impact Client's payment or funding obligations under this Agreement.

8.4 **Additional Limitations.** GB shall not be liable to Client as a result of (i) Damages that result from the absence of any consent or authority required to be obtained by or from any third party; (ii) failure to achieve a desired result, so long as GB has acted reasonably and in good faith based upon the information available at the time; (iii) acts, errors or omissions of any retained legal counsel; and (iv) any vendors or any third parties engaged, selected, chosen or recommended by Client.

8.5 **Contractual Limitations Period.** No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any services provided hereunder may be brought by either Party any later than the applicable limitations period for breach of contract under Texas law.

8.6 **Extension.** The limitations in this Section 8 shall apply to any claim or cause of action asserted by or on behalf of any person or entity claiming to be an assignee, beneficiary of or successor to such Party.

SECTION 9
TERM AND TERMINATION

9.1 **Term.** This Agreement will remain in effect until terminated by either Party in accordance with the terms of Section 9.2 below or elsewhere in this Agreement.

9.2 **Termination.**

a. **Termination for Convenience.** Either Party may terminate this Agreement for convenience, at any time and for any reason or no reason, upon not less than sixty (60) days' prior written notice to the other Party.

b. **Termination for Breach.** Other than termination for funding obligations set forth in Section 4, this Agreement may be terminated by the non-breaching Party if the other Party breaches any material representation, warranty or obligation contained in this Agreement, and such other Party fails to remedy such breach within thirty (30) days from the date it receives written notice of the breach from the non-breaching Party.

c. **Insolvency.** Either Party may terminate this Agreement effective immediately (1) if the other Party is adjudged insolvent or bankrupt; (2) upon the institution of any proceeding against the other Party seeking relief, reorganization or arrangement under any laws relating to insolvency; (3) for the making of any assignment for the benefit of creditors; upon the appointment of a receiver, liquidator or trustee of any substantial part of the other Party's property or assets; or (4) upon liquidation, dissolution or winding up of the other Party's business (collectively, "**Insolvency**"). In the event of Client's Insolvency, Client agrees that (i) immediately upon the filing of a bankruptcy petition, Client shall pay in advance any invoice for Service Fees and shall continue to fund any Loss Payments and meet any other payment obligations as required under this Agreement; (ii) no later than thirty (30) days after the filing of a bankruptcy petition, Client shall assume or reject this Agreement; and, (iii) immediately upon the filing of a bankruptcy petition, GB shall be entitled to relief from the automatic stay to exercise any right of set off or recoupment, and to enforce Client's payment of Service Fees and other funding obligations, including without limitation those obligations with respect to the imprest and Loss Payments.

9.3 **Actions following termination.**

a. With respect to "Life of Partnership" programs (as described in the C&T, where applicable), in the event of termination or nonrenewal of this Agreement, GB shall, upon mutual written agreement of the Parties, continue to manage all (i) Claims that have not been closed as of the effective date of termination and (ii) Claims incurred during the term but not reported prior to the termination date (collectively, "**Run-Off Claims**"), provided that Client pays GB a mutually agreeable Service Fee per Claim per year open to continue handling Run-Off Claims. Should no agreement be reached regarding Service Fees for open Run-Off Claims, they will be returned to Client or transferred to another vendor as designated by Client.

b. With respect to "Handle to Conclusion" programs (as described in the C&T, where applicable), in the event of termination or nonrenewal of this Agreement, GB will continue to manage all Run-Off Claims (subject to payment of an initial Service Fee for any Claims accepted by GB that were incurred during the term but not reported prior to the effective date of termination), except in the event of a termination of this Agreement resulting from Client's uncured breach (which shall relieve GB of any obligation to continue to administer Run-Off Claims) or the Parties' agreement to the contrary.

c. Client remains responsible for timely funding and payment of all payment obligations with respect to Run-Off Claims. Run-Off Claims Services, if any, will be provided at a servicing branch

selected by GB, and a reduced electronic reporting package will be provided to Client at Client's expense. Client will remain responsible for banking, risk management information system, and administration fees while GB handles all Run-Off Claims. Should Client renew only a portion of the existing program under this Agreement (fewer states, locations, coverages, etc.), all open Claims not part of the renewed portions of the program shall be considered Run-Off Claims and Client shall pay GB as described above.

d. Should Client elect to have Claim files returned and otherwise discontinue the Services, Client agrees to pay all outstanding Service Fees and continue to fund its payment obligations until all Claims are closed within the risk management information system and all Claim files have been returned to Client and Client has made alternate banking arrangements. GB will return all files to Client in an orderly manner, at Client's cost and after payment of all outstanding obligations due to GB. GB will provide an electronic, tape or paper copy of the Claim information in the risk management information system at GB's standard rate as of the date of termination. Upon delivery of this information to Client, Claim information may be deleted from GB's systems, subject to applicable law. In the event Client does not agree to assume control of such files, GB hereby disclaims liability for failure to retain such files.

SECTION 10 **MISCELLANEOUS**

10.1 **Notices.** All notices, requests and other communications concerning termination or indemnification ("**Formal Notice**") under this Agreement shall be in writing and delivered: (i) personally; (ii) by certified mail, return receipt requested; or (iii) by nationally recognized express courier service. Notices will be deemed given as of the earlier of (i) the date of actual receipt when notice is given by personal delivery, (ii) three (3) days after mailing in the case of certified U.S. mail or (iii) the next business day when notice is sent via express courier. Any Formal Notice shall be addressed as follows:

If to GB: Legal Department
Gallagher Bassett Services, Inc.
2850 Golf Road
Rolling Meadows, Illinois 60008
Email: GB.Legal@gbtpa.com

If to Client: Bill Gravell Jr. (or successor)
Williamson County Judge
710 Main Street
Georgetown, Texas 78626

10.2 **Successors & Assignment.** This Agreement shall apply to and bind the successors and assigns of the Parties hereto, including, in the event of an Insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall not be assignable by either Party, except with the prior written consent of the other Party; *provided, however*, that GB may assign the Agreement to an affiliate or in the event of a merger or sale of all or substantially all of its assets.

10.3 **Business Arrangements.** As part of our comprehensive and integrated claims administration services model, GB may partner with select vendors and service providers who GB believes are similarly best in class. Through our partners, GB provides a full range of medical management and ancillary claims management services, which may be procured on a wholesale or negotiated basis. GB may receive revenue from these arrangements corresponding to the services provided by GB for procurement of discounted rates, program integration and management, and technological and service enhancements.

10.4 **No Waiver of Sovereign Immunity.** Nothing in the Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the Client.

10.5 **Right to Audit.** During the term of the Agreement, Client may audit the electronic Claim files at any time. GB agrees that the Client or its duly authorized representatives (subject to such third parties

executing confidentiality agreements) shall, until the expiration of three (3) years after termination of this Agreement, have the right to examine and photocopy any and all books and non-privileged documents, papers, and records of GB which are directly pertinent to the Services performed under this Agreement for the purpose of an audit. Such audits may be conducted no more than once annually. Client shall give GB reasonable advanced written notice of intended audits.

10.6 **Service Auditor Reports.** On or before November 1st of each year during the term of this Agreement and upon request from Client, GB will provide to Client its SOC-1, Type 2 report and necessary bridge letters ("**SOC-1 Report**") for Client to review. The SOC-1 Report will be issued under the guidance of Statement on Standards for Attestation Engagements #18 (SSAE18). Should new guidelines covering service auditor reports be issued, GB may make the equivalent of, or any successor to, the SSAE18 SOC-1 Report available to Client. The SOC-1 Report is GB's Confidential Information and shall not be shared with any third parties without GB's prior written approval, except that Client can share the SOC-1 Report with: (i) Client's independent public accounting firm; and/or (ii) Client's consultants in connection with an audit, on the condition that such consultants are not in any way a competitor of GB's and that Client informs its consultants that the SOC-1 Report was not prepared for their use. To the extent that Client does provide the SOC-1 Report to its independent public accounting firm or a consultant as permitted in this Section, Client shall require that they retain the SOC-1 Report as confidential and that they not disclose such SOC-1 Report to any other persons or entities.

10.7 **Solicitation of Employees.** To the extent permitted under applicable law, Client agrees that, during the term of this Agreement (and any renewals thereof) and for two (2) years after the later to occur of (i) the effective date of termination of this Agreement or (ii) GB ceasing to perform Services for Client, Client shall not, directly or indirectly, without the written consent of GB, solicit to hire on behalf of itself or others, any employee of GB who, during the term of this Agreement, performed or contributed to the performance of the Services. General solicitations of employment by means of recruiters, the internet, newspaper, periodical or trade publication advertisements not directed at employees of GB and its affiliates shall not be deemed to constitute "solicitation" for purposes of this provision. Further, nothing in this Agreement shall prohibit Client from hiring any person, including an employee of GB, who contacts Client on his or her own initiative without any direct or indirect solicitation by, or encouragement from, Client.

10.8 **Jury Trial Waiver.** The Parties hereby waive their respective rights to a trial by jury in any action or proceeding based upon, or related to, this Agreement and/or any Services provided hereunder. The Parties are making this waiver knowingly, intentionally and voluntarily.

10.9 **Independent Contractor.** GB is engaged to perform Services as an independent contractor of Client and not as an employee or agent of Client.

10.10 **Governing Law.** This Agreement and any disputes or litigation relating to or arising out of this Agreement shall be governed by the laws of the State of Texas without regard to its conflict of law rules. Client irrevocably agrees to exclusive venue and submits to jurisdiction in the United States District Court for the Western District of Texas, Austin Division, or the state courts in Williamson County, Texas, for any dispute arising out of this Agreement, and waives all objections to jurisdiction and venue of such courts.

10.11 **Force Majeure.** Neither Party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

10.12 **Counterparts**. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party.

10.13 **Warranties**. Except as expressly set forth in this Agreement, GB makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

10.14 **Severability**. If a court of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court will replace it with a valid and enforceable provision that most closely approximates the intent of the Parties, and the remainder of this Agreement will otherwise remain in full force and effect.

10.15 **Non-Waiver**. The Parties agree that any delay or forbearance by GB or Client in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. Only waivers expressly made in writing by an authorized GB or Client representative shall be effective against such Party.

10.16 **Survival**. Upon the expiration or termination of this Agreement, those provisions that expressly or would by their nature survive this Agreement will so survive, including but not limited to, Sections 6, 8 and 10.

10.17 **Applicable State Laws**. To the extent that GB administers any workers' compensation Claims on behalf of Client that is self-insured or a group fund in the State of Michigan, the terms set forth in **Schedule 1**, attached hereto and incorporated by reference herein, will apply. To the extent that GB administers any workers' compensation Claims on behalf of the Client in the State of Oregon, the terms set forth in **Schedule 2**, attached hereto and incorporated by reference herein, will apply.

10.18 **Entire Agreement**. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior negotiations, agreements and understandings. No change, waiver or discharge hereof shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced. This Agreement may only be amended by a written agreement executed by both GB and Client. The Parties agree that, if there is any conflict between the terms of any applicable agreement between GB and Client's insurer relative to the underlying program and the terms of this Agreement, the terms of the insurer's contract with GB shall prevail.

[Signature Page to Follow]

The Parties hereto have caused this Agreement to be duly executed as of the Effective Date.

GALLAGHER BASSETT SERVICES, INC.

**WILLIAMSON COUNTY, TEXAS, A POLITICAL
SUBDIVISION OF THE STATE OF TEXAS**

By: 

By:

Title: General Counsel

Title:

Name: Liz Staruck

Name:

Date: September 7, 2023

Date:

EXHIBIT A
COST & TERMS

FEE PER CLAIM - LIFE OF PARTNERSHIP	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
Workers' Compensation			
WC Medical Only	111	\$175	\$19,425
WC Indemnity (TX)	51	\$1,050	\$53,550
Incidents - Workers' Compensation	203	\$50	\$10,150
Total Workers' Compensation Fee Per Claim	365		\$83,125
Liability			
Auto Liability/Bodily Injury	20	\$850	\$17,000
Auto Liability/Property Damage	50	\$350	\$17,500
Auto/Physical Damage	0	\$310	\$0
General Liability/Bodily Injury	5	\$850	\$4,250
General Liability/Property Damage	0	\$350	\$0
Professional Liability	11	\$695	\$7,645
Incidents - Liability	0	\$50	\$0
Total Liability Fee Per Claim	86		\$46,395

ADMINISTRATIVE SERVICES	Quantity	Rate	Fee
Administrative Services			
Administration / Data Management			\$9,000
RMIS Standard License (2 RMIS Users)			Included
RMIS Additional Full-Access Users	0	\$500	\$0
RMIS Additional View-Only Users	8	\$250	\$2,000
Total Administrative Services			\$11,000

TOTAL USD			\$140,520
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Gallagher Bassett is proposing a three year agreement in which the per claim rates and associated fees increase 3.5% from year one to year two, increase 3.5% from year two to year three.

For the following two one-year optional renewal years, Gallagher Bassett proposes the per claim rates and associated fees increase 3.5% from year three to year four, and increase 3.5% from year four to year five.

We have included \$0 Settlement Authority at no cost in year one. We look forward to earning the trust of the County during the first year of our partnership and would look to raise Settlement Authority in year two. In the event the County mandates \$0 Settlement Authority beyond year one, GB reserves the right to bill a fee \$5,500 in year two, to be adjusted annually thereafter.

GBCARE MEDICAL MANAGEMENT SERVICES

SERVICES	CHARGES
Fee Schedule (Bill Review / UCR)	\$8.50 Per Bill
All Other Savings <ul style="list-style-type: none"> • System Savings • Clinical Validation/Nurse Review (CV) • Preferred Provider Networks (PPO) • Out Of Network (OON) • Specialty Networks/Physical Therapy (PT) 	27 % of Savings 27 % of Savings 27 % of Savings 27 % of Savings 27 % of Savings
Electronic Receipt of Medical Bills	\$2 additional Per Bill in all applicable states
Telephonic Case Management	\$90 Medical Triage one time per file \$340 per claim (each 30 days)
Utilization Review Program	\$105 Outpatient Pre-Certification \$29 Letter Only Authorization Program
UR Physician Review	\$270 per Review
California UR IMR Processing	\$125 per IMR Request
Medical Case Management and Vocational Rehabilitation - Hourly	\$115 per hour plus expenses \$135 per hour plus expenses - AK, CA, HI, NY \$175 per hour plus expenses CAT \$225 per hour plus expenses CAT - AK, CA, HI, NY
Priority Care 365	\$95 per call - Language line charges apply where utilized
Other State Services: <ul style="list-style-type: none"> • California MPN Service • Illinois PPP Service • New York PPO Service • Texas HCN Service • West Virginia MHCP Service 	For claims handled in the designated states (otherwise, Not Applicable) No additional fees beyond the normal Cost & Terms No additional fees beyond the normal Cost & Terms No additional fees beyond the normal Cost & Terms Percent of savings: 9.5% of total savings to include bill review, network access & Nurse triage. Available option if client enrolls in a West Virginia MHCP. If selected, fees include \$45 per claim. Network Management and Administration of \$45 per hour when required
Medical Cost Projection (MCP) and Clinical Recommendations	\$150 per Hour
Pharmacy Benefit Management (PBM)	Cost of prescriptions -- no charge for Bill Review or PPO reductions for PBM transactions
Durable Medical Equipment (DME) Program	Cost of medical equipment - no charge for Bill Review or PPO reductions for Prospective DME transactions

SERVICES	CHARGES
Dental Review Program	Charged on a per review basis

Client and GB agree as follows: If a vendor other than the GBCARE Medical Management Services preferred vendor is utilized, an administrative fee may apply in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of medical management vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, and ensuring proper mandatory state compliance and reporting.

OTHER SERVICES

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, \$250 annually per user
	RMIS Full Access User, \$500 annually per user
Loss control	\$140 per hour
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs, and electronic data file. Oversight and accuracy of all OSHA data is responsibility of the employer prior to posting or submitting any OSHA log.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action. Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/ counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	
Gallagher Bassett Compliance Services (GBCS)	
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service
Taxes	
Taxes	All applicable taxes will be added to the service fees where required

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Claim Count Reconciliation:

- Estimate - Claims will be audited at the [18th and 24th month, and then every 12 month thereafter.]
- Actual - Claims will be [billed monthly for the first 18 months and then at the 24th and then every 12 months thereafter.]

2. Billing and Payment Terms: Fees will be billed monthly during the service period.

3. Claim Pricing Terms:

Life of Partnership:

Claims will be handled for the life of the partnership with no additional per claim fees. If the client decides to non-renew all or a portion of the program, all open files will be handled in one of the following two ways:

- GB will return the files to the client (contingent upon Carrier approval) at the client's expense.
- GB will continue to handle the open files at our prevailing annual rate per year open.

Additional Charges:

There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. Account Administration includes the following:

- Client Services
- Client Accessible Dashboards & Reports via GB's RMIS & Analytics Platform
- 4 Telephonic Claim Strategy Meeting(s)
- Detailed Status Reports All Lines of Business @ \$50,000
- Settlement Consultation All Lines of Business @ \$0
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
- Data Transfer to Carrier(s)
- Acknowledgement Letter to Injured Employee WC
- Acknowledgement Letter to Client WC
- Acknowledgement Letter to Reporting Unit WC
- Acknowledgement Letter to Claimant Liab
- Acknowledgement Letter to Client Liab

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.

8. Pricing is based on using GBCARE Medical Management Services preferred vendors for Bill Review, PPO, out-of-network, utilization review, telephonic case management, MSA and field case management.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.
3. Taxes - All applicable taxes will be added to the service fees where required.
4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
 - Legal Fees
 - Legal Bill Review
 - Medical Examination
 - Professional Photographs
 - Travel made at client's request
 - Costs for witness statements
 - Court reporter service, translation, and interpretation
 - Record retrieval and copying services (Including medical and legal)
 - Accident reconstruction
 - Experts' rehabilitation costs
 - Chemist
 - Fees for service of process
 - Collection cost payable to third parties on subrogation
 - Architects, contractors
 - Engineer
 - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
 - Police, fire, coroner, weather, or other such reports
 - Property damage appraisals
 - Vehicle appraisals (vehicle damage assessment)
 - SIU, surveillance and sub rosa investigation
 - Official documents and transcripts
 - Pre- and post-judgment interest paid
 - Outside Field Investigations
 - Subrogation at 20% of net recovery
 - Index Bureau Reporting (All Coverages)
 - Second Injury Fund Recovery
 - Data Intelligence Self-Service Reports
 - Medical Management - Medical Management services may include, but are not limited to:
 - Preferred provider organization networks
 - Utilization review services
 - Automated state fee scheduling
 - Light duty/return-to-work programs
 - Medical case management and Vocational rehabilitation network
 - Prospective injury management services
 - Hospital bill audit services

DEFINITIONS

Incidents

An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

Workers' Compensation - Medical Only Claims

A work-related Claim that meets all of the following criteria:

- Payments for either indemnity or vocational rehabilitation were not required
- The Claim has not become contested or in suit
- No investigation required to determine compensability or subrogation requirements
- No loss notices, captioned reports, client meetings (other than routine meetings where the claim is listed and noted) or settlement consultation approvals were required
- Payments on the Claim do not exceed \$5,000
- Days open do not exceed 180 days

Workers' Compensation - Indemnity Claims

A work-related claim that is not a Medical Only Claim.

Auto Physical Damage (APD)

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

Liability Claims

Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

Professional Liability Claims

All professional liability claims are stat entry only. Stat Entry claim handling will only include: claim set-up, setting of initial reserve and ongoing updates based upon guidance from client, issuing payments.

EXHIBIT B

WILLIAMSON COUNTY'S VENDOR REIMBURSEMENT POLICY

Williamson County

Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.
- 1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.
- 1.3 Upon County’s request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

- 2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.
- 2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.
- 2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

- 2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.
- 2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).
- 2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.
- 2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.
- 2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.
- 2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).
- 2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.
- 2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.
- 2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

- 3.1 Meal reimbursements are limited to a maximum of \$59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of \$25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.
- 3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.
- 3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.
- 3.4 County will not reimburse for alcoholic beverages.
- 3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance
- 3.6 No meals purchased for entertainment purposes will be allowed.
- 3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

- 4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.
- 4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.
- 4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

- 5.1 The County will only reimburse up to a coach price fare for air travel.
- 5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)
- 5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.
- 5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.
- 5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

- 6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.
- 6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.
- 6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.
- 6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.
- 6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.
- 6.6 Insurance purchased when renting vehicle may also be reimbursed.
- 6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

- 7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.
- 7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:
 - 7.2.1.1 Date
 - 7.2.1.2 Destination
 - 7.2.1.3 Purpose

- 7.2.1.4 Name of traveler(s)
- 7.2.1.5 Correspondence that verifies business purpose of the expense
- 7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.
- 7.4 Mileage will be reimbursed on the basis of the most commonly used route.
- 7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.
- 7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.
- 7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.
- 7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.
- 7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).
- 7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.
- 7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

SCHEDULE 1

Michigan Self-Insured or Group Fund

To the extent that GB will administer any workers compensation Claims on behalf of a self-insured or group fund in the State of Michigan ("**Michigan Claims**"), the following terms will apply:

1. During the term of the Agreement and as contractually obligated thereafter, GB shall be required to report Michigan Claims to Client's excess carriers as agreed by the Parties.
2. In the event either Party elects to terminate this Agreement as provided in Section 9.2 of the Agreement, the Party providing notice of termination will provide a copy to The State of Michigan, Department of Labor, Bureau of Workers' Disability Compensation (the "**State**"). Regardless of any notice of termination, GB will continue to administer all Michigan Claims with dates of injury or disease occurring within the term of this Agreement until conclusion of the Michigan Claims, unless and until GB is relieved of responsibility of continued handling of the Michigan Claims by the State, in writing. Unless and until GB is relieved of responsibility for handling of Michigan Claims by the State, Client shall continue to pay GB the Service Fees owed for Services provided under this Agreement at the terms and rates in effect on the date notice of termination, and as further provided below with respect to any Michigan Claims that are Run-Off Claims.
3. In the event that Client's program is "Life of Partnership" pricing model and GB and Client cannot agree to ongoing per claim, per year open, Service Fees for Run-Off Claims, GB will notify the State, and will continue to administer the Michigan Claims until the State has provided notice to both Parties that a replacement third party administrator or service company has been approved to take over administration of the Michigan Claims.

SCHEDULE 2

Oregon Requirements

GB and Client hereby acknowledge and agree that with respect to workers' compensation Claims originating (benefit state) in the State of Oregon:

1. Pursuant to Oregon Revised Statute 731.475(3)(b), effective as of January 1, 2012 and ending upon the expiration of the Agreement, Client hereby grants GB a power of attorney and authority to act on behalf of Client as it relates to workers' compensation coverage and claims proceedings in the State of Oregon pursuant to Oregon Revised Statute chapter 656; and
2. GB shall not provide managed care services or any other claims handling services not permitted by the laws and regulations of the State of Oregon.

FIRST AMENDMENT TO
THIRD PARTY CLAIMS ADMINISTRATION AGREEMENT

This First Amendment to the Third Party Claims Administration Agreement (this “**First Amendment**”) is effective as of October 1, 2023 (the “**First Amendment Effective Date**”) and amends the Third Party Claims Administration Agreement effective as of October 1, 2023 (the “**Agreement**”) between Gallagher Bassett Services, Inc., a Delaware corporation (“**GB**”) and Williamson County, Texas, a political subdivision of the State of Texas (“**Client**”). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

In consideration of the mutual promises contained herein, the Parties agree as follows:

1. **Exhibit A** of the Agreement is deleted in its entirety and replaced with the Exhibit A attached hereto and incorporated herein by reference.
2. In all other respects, the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment by their duly authorized representative as of the First Amendment Effective Date.

GALLAGHER BASSETT SERVICES, INC.

By:



Title: General Counsel

Name: Liz Staruck

Date: October 23, 2023

**WILLIAMSON COUNTY, TEXAS, A
POLITICAL SUBDIVISION OF THE STATE
OF TEXAS**

By:

Title:

Name:

Date:

EXHIBIT A
COST & TERMS

FEE PER CLAIM - HANDLE TO CONCLUSION	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
Workers' Compensation			
WC Medical Only	111	\$175	\$19,425
WC Indemnity (TX)	51	\$1,260	\$64,260
Incidents - Workers' Compensation	203	\$50	\$10,150
Total Workers' Compensation Fee Per Claim	365		\$93,835
Liability			
Auto Liability/Bodily Injury	20	\$950	\$19,000
Auto Liability/Property Damage	50	\$425	\$21,250
Auto/Physical Damage	0	\$310	\$0
General Liability/Bodily Injury	5	\$950	\$4,750
General Liability/Property Damage	0	\$425	\$0
Professional Liability	11	\$795	\$8,745
Incidents - Liability	0	\$50	\$0
Total Liability Fee Per Claim	86		\$53,745

ADMINISTRATIVE SERVICES	Quantity	Rate	Fee
Administrative Services			
Administration / Data Management			\$9,000
RMIS Standard License (2 RMIS Users)			Included
RMIS Additional Full-Access Users	0	\$500	\$0
RMIS Additional View-Only Users	8	\$250	\$2,000
Total Administrative Services			\$11,000

TOTAL USD			\$158,580
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Gallagher Bassett is proposing a three year agreement in which the per claim rates and associated fees increase 3.5% from year one to year two, increase 3.5% from year two to year three.

For the following two one-year optional renewal years, Gallagher Bassett proposes the per claim rates and associated fees increase 3.5% from year three to year four, and increase 3.5% from year four to year five.

We have included \$0 Settlement Authority at no cost in year one. We look forward to earning the trust of the County during the first year of our partnership and would look to raise Settlement Authority in year two. In the event the County mandates \$0 Settlement Authority beyond year one, GB reserves the right to bill a fee \$5,500 in year two, to be adjusted annually thereafter.

GBCARE MEDICAL MANAGEMENT SERVICES

SERVICES	CHARGES
Fee Schedule (Bill Review / UCR)	\$8.50 Per Bill
All Other Savings <ul style="list-style-type: none"> • System Savings • Clinical Validation/Nurse Review (CV) • Preferred Provider Networks (PPO) • Out Of Network (OON) • Specialty Networks/Physical Therapy (PT) 	27 % of Savings 27 % of Savings 27 % of Savings 27 % of Savings 27 % of Savings
Electronic Receipt of Medical Bills	\$2 additional Per Bill in all applicable states
Telephonic Case Management	\$90 Medical Triage one time per file \$340 per claim (each 30 days)
Utilization Review Program	\$105 Outpatient Pre-Certification \$29 Letter Only Authorization Program
UR Physician Review	\$270 per Review
California UR IMR Processing	\$125 per IMR Request
Medical Case Management and Vocational Rehabilitation - Hourly	\$115 per hour plus expenses \$135 per hour plus expenses - AK, CA, HI, NY \$175 per hour plus expenses CAT \$225 per hour plus expenses CAT - AK, CA, HI, NY
Priority Care 365	\$95 per call - Language line charges apply where utilized
Other State Services: <ul style="list-style-type: none"> • California MPN Service • Illinois PPP Service • New York PPO Service • Texas HCN Service • West Virginia MHCP Service 	For claims handled in the designated states (otherwise, Not Applicable) No additional fees beyond the normal Cost & Terms No additional fees beyond the normal Cost & Terms No additional fees beyond the normal Cost & Terms Percent of savings: 9.5% of total savings to include bill review, network access & Nurse triage. Available option if client enrolls in a West Virginia MHCP. If selected, fees include \$45 per claim. Network Management and Administration of \$45 per hour when required
Medical Cost Projection (MCP) and Clinical Recommendations	\$150 per Hour
Pharmacy Benefit Management (PBM)	Cost of prescriptions -- no charge for Bill Review or PPO reductions for PBM transactions
Durable Medical Equipment (DME) Program	Cost of medical equipment - no charge for Bill Review or PPO reductions for Prospective DME transactions

SERVICES	CHARGES
Dental Review Program	Charged on a per review basis

Client and GB agree as follows: If a vendor other than the GBCARE Medical Management Services preferred vendor is utilized, an administrative fee may apply in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of medical management vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, and ensuring proper mandatory state compliance and reporting.

OTHER SERVICES

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, \$250 annually per user
	RMIS Full Access User, \$500 annually per user
Loss control	\$140 per hour
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs, and electronic data file. Oversight and accuracy of all OSHA data is responsibility of the employer prior to posting or submitting any OSHA log.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action. Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
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5 client licenses for Legal Analytics platform	
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Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service
Taxes	
Taxes	All applicable taxes will be added to the service fees where required

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Claim Count Reconciliation:

- Actual - Claims will be reconciled and billed monthly for the first 18 months and then at the 24th month and then every 12 months thereafter.

2. Billing and Payment Terms: Fees will be billed monthly during the service period.

3. Claim Pricing Terms:

Handle to Conclusion:

Claims will be handled for the life of the file. There will be no additional per claim fees for existing claims except if it changes category.

Additional Charges:

There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. Account Administration includes the following:

- Client Services
- Client Accessible Dashboards & Reports via GB's RMIS & Analytics Platform
- 4 Telephonic Claim Strategy Meeting(s)
- Detailed Status Reports All Lines of Business @ \$50,000
- Settlement Consultation All Lines of Business @ \$0
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
- Data Transfer to Carrier(s)
- Acknowledgement Letter to Injured Employee WC
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- Acknowledgement Letter to Client Liab

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

6. This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such prospective client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

7. Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services, Inc.

8. Pricing is based on using GBCARE Medical Management Services preferred vendors for Bill Review, PPO, out-of-network, utilization review, telephonic case management, MSA and field case management.

GENERAL CONTRACT TERMS AND CONDITIONS

1. Independent Adjusters - If applicable, following any significant loss as a result of a single event (hurricane, tornado, flood, earthquake, etc.), GB reserves the right to retain outside resources (adjusters) when appropriate and those fees will be paid as an Allocated Expense off the file.
2. The pricing quoted in this Cost & Terms is based upon the data and information provided by Client, as well as existing legislative and regulatory requirements. Material inaccuracies or changes to the foregoing may require adjustments to the quoted pricing.
3. Taxes - All applicable taxes will be added to the service fees where required.
4. Allocated Expenses: Shall be your responsibility as applicable and shall include, but not be limited to:
 - Legal Fees
 - Legal Bill Review
 - Medical Examination
 - Professional Photographs
 - Travel made at client's request
 - Costs for witness statements
 - Court reporter service, translation, and interpretation
 - Record retrieval and copying services (Including medical and legal)
 - Accident reconstruction
 - Experts' rehabilitation costs
 - Chemist
 - Fees for service of process
 - Collection cost payable to third parties on subrogation
 - Architects, contractors
 - Engineer
 - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
 - Police, fire, coroner, weather, or other such reports
 - Property damage appraisals
 - Vehicle appraisals (vehicle damage assessment)
 - SIU, surveillance and sub rosa investigation
 - Official documents and transcripts
 - Pre- and post-judgment interest paid
 - Outside Field Investigations
 - Subrogation at 20% of net recovery
 - Index Bureau Reporting (All Coverages)
 - Second Injury Fund Recovery
 - Data Intelligence Self-Service Reports
 - Medical Management - Medical Management services may include, but are not limited to:
 - Preferred provider organization networks
 - Utilization review services
 - Automated state fee scheduling
 - Light duty/return-to-work programs
 - Medical case management and Vocational rehabilitation network
 - Prospective injury management services
 - Hospital bill audit services

DEFINITIONS

Incidents

An incident is a loss reported electronically through ClaimLine and/or the Web, or set up manually at the branch. GB will review the incident and make a courtesy call (if necessary) to determine if it is a claim or incident. GB will have full discretion in the determination and handling of these incidents and/or their conversion into claim status.

Workers' Compensation - Medical Only Claims

A work-related Claim that meets all of the following criteria:

- Payments for either indemnity or vocational rehabilitation were not required
- The Claim has not become contested or in suit
- No investigation required to determine compensability or subrogation requirements
- No loss notices, captioned reports, client meetings (other than routine meetings where the claim is listed and noted) or settlement consultation approvals were required
- Payments on the Claim do not exceed \$5,000
- Days open do not exceed 180 days

Workers' Compensation - Indemnity Claims

A work-related claim that is not a Medical Only Claim.

Auto Physical Damage (APD)

Investigate, evaluate and adjudicate all first-party claims which you report involving damage or loss of real or personal property. First-party claims will be managed and administered in accordance with our product guidelines.

Liability Claims

Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

Professional Liability Claims

All professional liability claims are stat entry only. Stat Entry claim handling will only include: claim set-up, setting of initial reserve and ongoing updates based upon guidance from client, issuing payments.

**LIFE OF PARTNERSHIP ASSUMED CLAIMS - CLAIM HANDLING FEES
PER CLAIM, PER YEAR OPEN**

SERVICE	Est. Claim Frequency	Per Claim Fee	Projected Service Fee
Liability			
Auto Liability/Bodily Injury	18	\$850	\$15,300
Auto Liability/Property Damage	15	\$350	\$5,250
Auto/Physical Damage - One-time fee	2	\$310	\$620
General Liability/Bodily Injury	0	\$850	\$0
General Liability/Property Damage	0	\$350	\$0
Professional Liability	2	\$695	\$1,390
Total	37		\$22,560

Data Conversion / Integration Fees	#of Sources	Rate	Total
Assumed Claim Data Transfer (Data conversion where GB assumes the claim handling and loads historic data)			
One Time Conversions			
• Assumed Claims Manual Set-up	37	\$150	\$5,550
• Claims - Assumed	1	\$2,000	\$2,000
Total Assumed Claim Data Transfer			\$7,550

TOTAL FEES FOR ASSUMED CLAIMS:			\$30,110
---------------------------------------	--	--	-----------------

The above assumed claim rates will be billed per claim, per year open, capped at 3 years.

Carrier Data Transfer Cost - Client's insurance company may assess a fee to unbundle Claims or to transfer Claims from a prior claims administrator to GB. If this fee is assessed by Client's insurance carrier directly against GB, Client shall reimburse GB for the full amount of any such fee, which shall be assessed on a direct pass-through basis without markup.

Assumed fees will be trued up once actual assumed claim count has been determined, with annual audits thereafter.

There may be a fee associated with GB's assumption and storage of closed physical files.

The "Claims - Assumed" line item above is an Administrative Fee that contemplates an accelerated manual run-in timeline for Gallagher Bassett.

OTHER SERVICES

SERVICES	CHARGES
RMIS Additional Users (RMIS Standard License includes a set number of Full Access Users outlined under Administrative Services, and unlimited use of GB standard scheduled training classes)	RMIS View-only User, \$500 annually per user
	RMIS Full Access User, \$1,000 annually per user
Loss control	\$140 per hour
OSHA Reporting	\$6,000, OSHA platform to produce compliant OSHA 301 Report, 300 and 300a Logs, and electronic data file. Oversight and accuracy of all OSHA data is responsibility of the employer prior to posting or submitting any OSHA log.
Subrogation and Recovery	20% of net recovery amount less legal and collections expense based on recovery date Recoveries include subrogation, credits, lien waivers, file transfer (based on lien to date at time of transfer), and contribution or coverage handled in a separate action. Applies to all coverage types
Gallagher Bassett Investigative Services (GBIS)	
Special Fraud Investigations - SIU, Outside Field Investigations, Surveillance Investigations, Targeted Field Investigations	Prevailing hourly rate plus expenses
Targeted Database Searches, Self Service Database Searches	Prevailing rate per report
Gallagher Bassett Litigation Management Program (GBLMP)	
Invoice and Matter Management platform for adjusters/counsel	If utilized, 2% of net legal invoice (invoice net of disbursements and invoice review savings). Charged as discount off total payment remitted to counsel and will be reflected as an allocated expense on the claim file.
5 client licenses for Legal Analytics platform	
Attorney-led legal bill review	
Gallagher Bassett Compliance Services (GBCS)	
Medicare Set-Aside Services: Allocation, CMS Submission, Medicare Eligibility Inquiry (MEI), SSDI Verification, Medical Cost Projection (MCP)	Prevailing rate per each service Rush fees apply for MSA completed within 5 business days MSA Revision fees apply
Medicare Secondary Payer Services: BCRC Notification, Conditional Payment Research (CPR), Conditional Payment Negotiations (CPN), Conditional Payment Notice Evaluation, Conditional Payment Dispute, Securing Final Demand for Settlement (SFD), Release / Settlement Agreement Review, Lien Research and Resolution (Advantage Plan, Medicaid, Part D)	Prevailing rate per each service
Taxes	
Taxes	All applicable taxes will be added to the service fees where required

PROGRAM SPECIFIC TERMS AND CONDITIONS

1. Claim Count Reconciliation:

- Estimate - Claims will be audited at the [18th and 24th month, and then every 12 month thereafter.]
- Actual - Claims will be [billed monthly for the first 18 months and then at the 24th and then every 12 months thereafter.]

2. Billing and Payment Terms: Fees will be billed quarterly during the service period.

3. Claim Pricing Terms:

Life of Partnership:

Claims will be handled for the life of the partnership with no additional per claim fees. If the client decides to non-renew all or a portion of the program, all open files will be handled in one of the following two ways:

- GB will return the files to the client (contingent upon Carrier approval) at the client's expense.
- GB will continue to handle the open files at our prevailing annual rate per year open.

Assumed Claims: 3 year Annual Fee, Life of Partnership:

Claims will be handled for the life of the partnership with an annual per claim fee charged for the first 3 years of handling. After this period ends, the claims will be handled for the life of the partnership with no additional per claim fees. If the client decides to non-renew all or a portion of the program, all open files will be handled in one of the following two ways:

- GB will return the files to the client (contingent upon Carrier approval) at the client's expense.
- GB will continue to handle the open files at our prevailing annual rate per year open.

Additional Charges:

There will be additional charges for ongoing Data Management (RISX-FACS®), RMIS users, Administration, Banking fees and monthly reports for as long as GB handles claims.

4. Account Administration includes the following:

- Client Services
- Client Accessible Dashboards & Reports via GB's RMIS & Analytics Platform
- 2 Telephonic Claim Strategy Meeting(s)
- Detailed Status Reports All Lines of Business @ \$50,000
- Settlement Consultation All Lines of Business @ \$0
- Loss Fund /Banking Services (SIMMS)
- Claim Reporting
- Data Transfer to Carrier(s)
- Acknowledgement Letter to Claimant Liab
- Assumed Claim Data Transfer
 - Claims - Assumed
 - Assumed Claims Manual set-up

5. Claim Charges: Claim and incident fees will be assessed on a per occurrence, per claimant, per line of coverage basis.

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 - Experts' rehabilitation costs
 - Chemist
 - Fees for service of process
 - Collection cost payable to third parties on subrogation
 - Architects, contractors
 - Engineer
 - Any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the client
 - Police, fire, coroner, weather, or other such reports
 - Property damage appraisals
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 - Subrogation at 20% of net recovery
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Liability Claims

Investigate, evaluate and adjudicate all third-party claims for which you may be legally obligated. Third-party claims will be managed and administered in accordance with our product guidelines.

Professional Liability Claims

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Commissioners Court - Regular Session**12.****Meeting Date:** 10/31/2023

Approval of Blanket Purchase Order of Fuel from Fuelman for Constable Precinct #4

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a blanket purchase order for Constable Precinct #4, fuel from Fuelman, in the amount of \$60,000.00 pursuant to Omnia National Co-Op contract #R211101.

Background

The approval of this blanket purchase will benefit the Williamson County Fleet Department. Funding source is 01.0100.0554.003301 for FY24. The department point of contact is Brian Olson.

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: Mary Watson

Final Approval Date: 10/19/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/18/2023 10:32 PM

10/19/2023 09:48 AM

Started On: 10/17/2023 02:30 PM

Commissioners Court - Regular Session**13.****Meeting Date:** 10/31/2023

Approval of Software Application for Enterprise Justice Defendant Access from Tyler Technologies for Information Services Department.

Submitted For: Joy Simonton**Submitted By:** Koren Shannon, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving Sole Source agreement #202441, approved by Commissioners Court on 10/03/2023 for Enterprise Justice Defendant Access Software application for Tyler Technologies, Inc. and authorization to execute the document.

Background

The Enterprise Justice Defendant Access Software system was deemed Sole Source by the Commissioners Court on 10/03/2023. The Enterprise Justice Defendant Acces system is an online portal where criminal defendants can access their case information online and communicate with the Court. Communication can include online payment (full, partial and payment plans), integrated online traffic school requests, integrated online deferred adjudication requests, integrated online compliance dismissal requests, integrated not guilty plea with hearing scheduling, integrated IVR payments, automated pay/appear by date with text reminders for defendants, and miscellaneous payment forms. This platform is available at no cost to Williamson County. The department point of contact is Deanna Saucado.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Tyler Technologies Defendant Access Signature Document

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/26/2023 10:08 AM

10/26/2023 10:40 AM

Started On: 10/13/2023 11:46 AM



Defendant Access Order Form

Williamson County, TX.

The following Investment Summary details the software and products to be delivered by us to you under the Agreement by which you acquired rights to use Tyler's Enterprise Justice software. This Investment Summary is effective as of the date of your signature.

The fees for access to the Defendant Access application shall be the amounts referenced in the table below, and shall be paid by the consumer.

Your use of the Tyler Software listed in the table below is subject to the terms found at <https://www.tylertech.com/terms/payment-card-processing-agreement> ("PCPA"). Your use of text messaging/IVR is subject to the terms found at <https://www.tylertech.com/terms/twilio-terms-of-use>. By signing this order, you agree you have read, understand, and agree to such terms, subject to the Special Terms and Conditions set forth on the next page.

Should you choose to accept American Express credit cards as a payment method, your processing of American Express payments is subject to the Sponsored Merchant Terms ("SMT") in Schedule 2. By processing American Express payments via the Tyler Software, you agree to comply with the SMT.

In the event any terms found or linked above conflict with terms in the Agreement, the terms in or linked from this Order Form shall control.

All services quoted herein are assumed to be delivered remotely unless otherwise indicated.

Special Terms and Conditions:

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

Tax Exemption: The County is a political subdivision under the laws of the State of Texas and claims exemption from sale and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any services rendered.

No Waiver of Sovereign Immunity or Powers: Nothing in this Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

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

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

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Agreement may be subject to public disclosure pursuant to the Texas Public Information Act.

Included Software		
Tyler Software Defendant Access Payments* Over the counter and/or Odyssey Portal - Document Purchase*		
Optional Software		
Tyler Software	Transaction Price	
Defendant Access		
Selections with zero balance	\$3.50	
Online Case Review/Online Plea Agreement*	\$10.00	
Credit Card Processing Fees		
* Defendant Access/ Odyssey Portal/Over the Counter A convenience fee of 5% will be assessed to consumers for each electronic payment transaction that flows through the system when using a credit or debit card. A minimum convenience fee of \$1.00 per transaction will be charged. All Payments Visa, MasterCard, and Discover will be accepted. American Express will be accepted at the discretion of Williamson County, TX. The disputed Principal Amount* associated with any chargebacks or returns shall be withdrawn from the daily deposit to the Merchant Bank Account. For American Express, the disputed Principal Amount* associated with chargebacks or returns will be withdrawn from Tyler's account invoiced to Williamson County, TX. *Principal Amount means the original amount paid by a consumer, excluding any transaction, convenience or other fees incurred for processing the payment. A convenience fee of \$1.00 will be assessed to consumers for each electronic check payment transaction processed.		
Hardware Services		
	Per unit (shipping/taxes included)	Order Total (shipping/taxes included)
Ingenico Lane3000 (Order Qty: 24 ea.)	\$0.00	\$0.00
(Includes: cables/stands/code injection)		

County Judge Signature: _____

Client Name & Title: _____

Date: _____

Schedule 1: Professional Services

The following components are included in the implementation of the Defendant Access application. Any deviation from these standards will require custom work requiring additional consulting, development, and implementation hours.

Tyler will provide the following services during implementation:

1. Conduct a business process review to understand configuration options for the system.
2. Configure online payment options and rules, including defendant access configuration and Odyssey payment configuration.
3. Partner with the client to add client branding and text to their environment.
4. Configure IVR for Phone Payments, obtain the phone number and implement standard flow.
5. Configure payment reminder text messaging and provide configuration and user guides.
6. Train county personnel to use the system.
7. Support client through initial go-live, adjusting configuration settings as needed.

Tyler will not modify any of the following during implementation:

1. Add or edit any backend processes in Odyssey (i.e., case closure processes, workflows, etc.).
2. Add or edit an existing Odyssey configuration (i.e., offense codes, fee codes, fee schedules, accounts, etc.).
3. Create a custom IVR flow for defendant phone payments.

Schedule 2: American Express Sponsored Merchant Terms (“SMT”)

1. **Compliance.** If Client, also referred to herein as “*Sponsored Merchant*,” accepts American Express cards as a form of payment processed through Tyler’s electronic filing or electronic payment systems, Client agrees to do so in accordance with the terms and conditions of this SMT.
2. **Merchant Operating Guide.** Client agrees to comply with the terms and conditions of the American Express Merchant Operating Guide found at: www.americanexpress.com/merchantopguide. Such terms and conditions shall include, without limitation, provisions relating to: (i) trademarks and brand requirements; (ii) applicable laws; (iii) binding arbitration; and (iv), website display requirements.
3. **Re-directing Prohibited.** Client agrees it shall not process Transactions, or receive any payments, on behalf of (unless otherwise required by law) any other party.
4. **American Express Liability.** SPONSORED MERCHANT ACKNOWLEDGES AND AGREES THAT IN NO EVENT SHALL AMERICAN EXPRESS, ITS AFFILIATES, AGENTS, SUCCESSORS, OR ASSIGNS BE LIABLE TO SPONSORED MERCHANT FOR ANY DAMAGES, LOSSES, OR COSTS INCURRED, INCLUDING INCIDENTAL, INDIRECT, SPECULATIVE, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (WHETHER BASED ON CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, FRAUD, OR OTHERWISE, OR STATUTES, REGULATIONS, OR ANY OTHER THEORY), ARISING OUT OF OR IN CONNECTION WITH THIS SMT.
5. **Third-Party Beneficiaries.** Sponsored Merchant acknowledges and agrees that American Express has the right, but not the obligation, to the benefits of this SMT that will provide American Express the ability to enforce the terms of this SMT against the Sponsored Merchant. The Sponsored Merchant further acknowledges and agrees that it will not be deemed a beneficiary under any agreement between American Express and Tyler, and will not have the ability to make any claim or assert any right under such agreement between Tyler and American Express.
6. **Definitions.** Except as defined herein or otherwise required by the context herein, all defined terms used herein have the meaning ascribed to such terms as set forth in the Agreement between Tyler and Client or the American Express Merchant Operating Guide.

Commissioners Court - Regular Session**14.****Meeting Date:** 10/31/2023

Approval of Agreement for Oracle Database Administrator Consulting Services from Rely Information Systems, LLC for Information Systems

Submitted For: Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving Agreement #202433 for consulting services with Rely Information Systems, LLC for Oracle Database Administrator (DBA) patch and upgrade assistance and general DBA support and maintenance of Williamson County Oracle applications for the term of 11.01.23-10.31.24 in the not-to-exceed amount of \$79,200.00, exempting the purchase from the competitive bidding proposal requirements per the County Purchasing Act, pursuant to the discretionary exemption for personal services, as set forth under the Texas Local Government Code, Section 262.024.(a)(4), a personal or professional service and authorizing execution of the agreement.

Background

Rely Information Systems, LLC will provide consulting services, on an as-needed basis at the rate of \$105.00 per hour, for general DBA patch and upgrade assistance and general Oracle support and maintenance under a time and material basis. Funding source is 01.0100.0503.004100 Professional Services as per FY24 budget. The department point of contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Rely Information Systems 1295 Form
Rely Information Systems Agreement

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/26/2023 10:31 AM
10/26/2023 10:47 AM
Started On: 10/20/2023 11:58 AM

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Rely Information Systems
Irving, TX United States

Certificate Number:
2023-1085616

Date Filed:
10/19/2023

Date Acknowledged:
10/20/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202433
DBA Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

WILLIAMSON COUNTY SERVICE CONTRACT

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and _____ (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit “A,”** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County’s solicitation, if applicable

Should the County choose to add services in addition to those described in **Exhibit “A,”** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is

defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before _____, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit “A”**. The not-to-exceed amount shall be _____.

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee

Bodily Injury by Disease

\$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSONPER OCCURRENCE	
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSONPER OCCURRENCE	
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

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

XI.

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

XII.

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

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this

Contract include the following:

- A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

Name of Service Provider



Authorized Signature

Printed Name

Date: _____, 20____

**Exhibit “A”
Quote/Proposal**

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Rely Information Systems LLC, organized and existing under the laws of the State of Texas, (hereinafter "Consultant"), with its principal place of business at Irving, TX , and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 301 S.E. Inner Loop, Suite 105, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services. Rely Information Systems LLC is a sole operation of the company's owner - Praveen Rao who is the sole provider of all services to County and has the authority to represent his company in all matters.

1. Consulting Services

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

2. Term and Termination

2.1 This Agreement will have an initial term of one year, or the length of the engagement, if longer than one year, and may be renewed for successive one-year periods pursuant to a separate written agreement between the parties.

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

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

3. Payment and Taxes

3.1 The services will be charged to County on a Time and Material basis not including travel or other reimbursable expenses. County agrees to pay Consultant the fees set forth in the SOW. County shall reimburse Consultant for reasonable travel and out-of-pocket expenses incurred in the performance of this Agreement; provided, however, all proposed travel and out-of-pocket expenses must be reviewed and approved by County prior to being incurred.

Unless specified otherwise in the SOW, Consultant will invoice County semi-monthly for Services. County's payment of the Services and Deliverables shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

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

4. Ownership and License

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to software code, operating instructions, unique design concepts, software development tools, and training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid up license to use, solely for its own internal business purposes, elements of the Deliverables, which contain Consultant IP.

5. Confidential Information

5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's

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

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

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

6. Relationship between the Parties

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

7. Warranties

7.1 Consultant warrants that the consulting services provided pursuant to this Agreement will be performed consistent with generally accepted industry standards and as provided in Article 1. The warranty period for an application module or product shall begin as each application module or product is placed in production status. For purposes of this section, an application module or product is considered in production status if County is processing actual transactions, using the respective application module or product.

7.2 Consultant agrees to fully cooperate with the County's software and hardware providers throughout the implementation, and thereafter, to assist in the determination of the cause and resolution of any issues related to the software, hardware or system as implemented. In the event

the cause of the issue is determined to be inadequate work, errors, or omissions in the services provided by Consultant, Consultant shall correct the issue at no additional cost to the County as soon as reasonably practical, but in no event later than seven (7) calendar days following notice to Consultant that inadequate work, errors, or omissions in the services provided by Consultant exist. In the event the cause of the issue is determined not to be caused by Consultant, Consultant may invoice the County for the time and actual, reasonable expenses related to their investigation and resolution of the issue according to the rate schedule included in the applicable SOW.

8. Indemnification

Consultant shall indemnify and defend County against all claims, liabilities and costs, including reasonable attorney fees, reasonably incurred in the defense of any claim brought against the County in the courts of the United States and Canada by a third party(s) alleging that a party's use of any material, information or technology supplied by the Consultant in relation to the Services provided hereunder infringes or misappropriates any copyright, trade secret or United States or Canadian patent of which the party supplying the material, information or technology is or should be aware; provided that the County notifies the Consultant in writing of any such claim and the Consultant is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on the County. The County shall cooperate fully in the defense of such claim and may appear, at its own expense, through its own counsel. The Consultant may, in its sole discretion, settle any such claim on a basis Consultant substitutes for the material, information or technology, alternative, substantially equivalent non-infringing material, information or technology.

9. Limitation of Liability

TO THE EXTENT AUTHORIZED UNDER TEXAS LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

10. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities or technical infrastructure, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

- i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below;
- ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;

iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

12. Dispute Resolution/Mediation

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

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

13. General

- Personal Service. Consultant hereby agrees and acknowledges that this Agreement requires that Praveen Rao, who is the sole member/owner of Rely Information Systems LLC, to personally and solely provide all of all Services and Deliverable to County under this Agreement and that at no time may any other individual, entity or subcontractor provide any of the Services and Deliverables. Due to Consultant's agreement under this provision, this Agreement shall constitute a purchase of personal services by County pursuant to Section 262.024 (a)(4) of the Texas Local Government Code.

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

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

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

- 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.
- Successors and Assigns; Assignment. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
- No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- 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.
- County's Right to Audit. Consultant agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Consultant reasonable advance notice of intended audits.
- Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the

County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

- Conflicting Terms. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.
- Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this agreement is last signed below.

RELY INFORMATION SYSTEMS LLC

BY: V. Praveen Rao

NAME: Varada Praveen Rao

TITLE: President

DATE: October 1, 2023

WILLIAMSON COUNTY, TEXAS

BY: _____
Bill Gravell,
Williamson County Judge

DATE: _____, 20____

EXHIBIT A

STATEMENT OF WORK

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

Scope of Work:

This Statement of Work is defining Williamson County's Oracle DBA support, contracted with Rely Information Systems LLC. The County shall only pay for actual hours worked.

Description of Services: The following services will be provided		
1	Provide general DBA support and maintenance of Williamson County's Oracle applications during the period from Nov 1, 2023 through Oct 31, 2024. These are estimates of support required. Minimum of 5 hours per week to be billed.	12 Hours per week
2	Provide DBA patch and upgrade assistance, as requested (this is estimated for planning purposes at 80 hours. The actual amount of time required will depend on the quantity and complexity of the patches selected.	80 hours

Time for Performance:

The Service to be performed under this SOW shall be from Nov 1, 2023, through October 31, 2024.

Compensation:

The maximum amount payable for all Time and Materials under the Agreement, without modification, shall not exceed **\$79,200**.

Time and Materials Rates:

This Work Order is for the period beginning Nov 1, 2023, until Oct 31, 2024.			
Consultant(s)	Hourly Rate(s)	Estimated Hours	
Oracle DBA- routine weekly support	\$105	640 hours (estimate only)	\$67,200.00
Oracle DBA- patch applications	\$105	80 hours (estimate only)	\$8,400.00
		Total hours 720	Total Cost- \$75,600.00

Payment:

Payment for the Time and Materials actually incurred shall be made in accordance with the terms of the Agreement.

Commissioners Court - Regular Session**15.****Meeting Date:** 10/31/2023

Approval of Agreement for Duo Access Subscription with Freelt Data Solutions for Information Systems

Submitted For: Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Agreement #202428 between Williamson County and Freelt Data Solutions for the Freelt Duo Access Subscription for a one-year term, for a total of \$87,436.34, pursuant to DIR contract #DIR-CPO-4795, and authorizing the execution of this agreement.

Background

The approval of this agreement will benefit Williamson County Information Systems with greater security for multifactor authentication. This will be installed on computers that use virtual private networks. Funding source is 01.0100.0503.004505 as per FY24 budget. The Department point of contact is Rory Tierney.

Fiscal Impact

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

Attachments

FreeIT Duo Subscription Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/26/2023 08:46 AM

10/26/2023 08:48 AM

Started On: 10/20/2023 12:15 PM



Contract No: DIR-CPO-4795
TAX ID#: 27-2209002
Term: NET 30
FOB: Destination

Williamson County
Rory Tierney
301 SE Inner Loop Suite 105
Georgetown, TX 78626
(512) 943-1457
rory.tierney@wilco.org

Quote Number: [REDACTED]
Quote Date: 10/9/2023
Expiration Date: 11/8/2023

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161

Freeit Contact: Leslie Spinks
(512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	List Price	DIR Discount	Add'l Discount	Discounted Unit Price	Ext. Disc. Price
Freeit Duo Subscription - 1yr Term							
Subscription							
1	FDS-DUO-SUB	Freeit Duo subscription	\$0.00	15.00%	0.00%	\$0.00	\$0.00
1000	FDS-DUO-ACCESS	Standard Freeit Duo Access edition	\$114.00	15.00%	27.57%	\$70.18	\$70,180.00
Subscription Period: 11/07/2023 - 11/06/2024							
Support							
1	FDS-SVS-DUO-SUP-P	Freeit Duo Premium Support (Duo Care)	\$23,899.00	15.00%	15.05%	\$17,256.34	\$17,256.34
Support Period: 11/07/2023 - 11/06/2024							
List Total:							\$137,899.00
DIR Discounted Total:							\$117,214.15
Shipping and Tax not applicable:							\$0.00
Additional Discount:							(\$29,777.81)
Grand Total:							\$87,436.34

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/DIR-CPO-4795> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Commissioners Court - Regular Session**16.****Meeting Date:** 10/31/2023

Approval of Agreement for Annual Universal Credits for Oracle PaaS and IaaS from Mythics, Inc. for Information Systems

Submitted For: Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the agreement #202427 between Williamson County and Mythics, Inc. for the subscription of Oracle Cloud IDCS for a total amount of \$93,236.00, pursuant to the Omnia contract #180233-002.

Background

The approval of this agreement will benefit the operations of Williamson County Information Systems Department infrastructure and platforms. This agreement is valid 11.01.23-10.31.24. Funding Source is 01.0100.0503.004505 as per FY24 budget. The department point of contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Mythics Annual Credits Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/25/2023 04:19 PM

10/26/2023 08:44 AM

Started On: 10/04/2023 03:04 PM



Catherine Burniske
Direct: 757-416-4282
Fax: 757.412.1060
Email: cburniske@mythics.com

Company Name: Williamson County
Contact: Minnie Beteille
Email: mbeteille@wilco.org
Phone 512.943.1448

Estimate Number: [REDACTED]
Estimate prepared on: July 25th, 2023
Valid Through: **November 30, 2023**

4525 Main Street, Suite 1500
Virginia Beach, VA 23462

11/1/23-10/31/24

Item Nbr	Cloud Services	Part Number	Service Period: Months	Oracle License Type	Annual Quantity	Annual Cost
Data Center Region: Customer Selected						
1	Oracle PaaS and IaaS Universal Credits	B88206	12 Months	Annual Universal Credits	\$ 93,236.00	\$ 93,236.00
TOTAL: CLOUD SERVICES SUBSCRIPTION						\$ 93,236.00

*Applicable State taxes will be added unless an exemption is provided.

Additional Information:

Your order is subject to Mythics' acceptance and to Cloud Services terms and conditions per reference to an existing license/contract or a newly executed license accompanying your order.

This quotation is an estimate and is an invitation for you to offer to purchase products and services from Mythics.

Mythics DUNS# 013358002

Mythics Fed Tax ID# 54-1987871

CAGE CODE 1TA34

NAIC 423430

Support services are provided under Oracle's then current Cloud Hosting and Delivery Policies located at <http://www.oracle.com/us/corporate/contracts/cloud-hosting-delivery-policies-3089853.pdf>

In reliance on your order, Mythics will issue a non-cancelable order with its supplier for the Cloud Services ordered. Therefore all orders are non-cancelable.

By confirming, referencing or placing an order based on this quote, you are agreeing that the Cloud Services being purchased requires no transfer of tangible property.

Data Center Region Availability for UCM-Platform and data center region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services is provided on the Oracle Cloud Portal at <https://cloud.oracle.com/data-regions>."

No Auto-Renewal-Notwithstanding any statement to the contrary in the Service Specifications, You expressly agree that the Services acquired under this order will not auto-renew."

Annual Universal Credit and Additional Fees for Any Increased Usage/Capacity End User Terms-As described in the Oracle PaaS and IaaS Universal Credits - Service Descriptions document available at <http://www.oracle.com/contracts>, the following terms apply to your Oracle PaaS and IaaS Universal Credits. Oracle allows You the flexibility to commit the "Annual Universal Credit" to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order or as seen in the Cloud Portal, provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. The total Annual Universal Credits acquired under Your order (the "Total Credit Value") and the applicable Services Period for those credits will be as specified in Your order. An Annual Universal Credit amount must be used within its applicable yearly Credit Period during the Services Period and will expire at the end of that yearly Credit Period (typically 12 months or as specified in Your order); any unused amounts are non-refundable. The Total Credit Value will be decremented on a monthly basis reflecting Your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order.

Overage-If at the end of any month during the Services Period, You have exceeded the applicable Annual Universal Credit amount, Oracle will invoice You for the excess usage of the Oracle IaaS and PaaS Cloud Service at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal. Oracle will send invoices for the additional usage to You at the Billing Contact provided to Oracle by the Oracle Partner; You are responsible for all additional usage fees and such fees shall be payable to Oracle as stated in the applicable Oracle invoice. If You placed Your order for Annual Universal Credits through an Oracle Partner and the corresponding order between Oracle and the Oracle Partner provides that the Oracle Partner will be invoiced by Oracle for Your excess usage as described in the above paragraph, then You acknowledge that the Oracle Partner will receive information about, and will invoice You for, Your excess usage. You shall ensure that Your order with the Oracle Partner indicates whether You agreed to be invoiced by Oracle for Your excess usage in this manner. You may set quotas, alerts and use other monitoring tools within the Cloud Portal to assist You in managing and tracking Your usage.

Additional Services

If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

Replenishment of Account at End of Services Period At the end of Your Services Period, Oracle will convert Your Cloud Services Account to Pay as You Go ("PAYG Conversion") unless You

replenish Your Annual Universal Credit amount, and you will be charged for the actual usage of all services that you activate and/or have activated within your Cloud Services Account based on Oracle's then current price list for such services, which can be found at https://cloud.oracle.com/en_US/ucpricing. Upon replenishment of Your Cloud Services Account, Oracle will no longer charge You at the Pay as You Go rate, and Your use of eligible Oracle IaaS and PaaS Cloud Services will be charged at the Unit Net Price specified in the rate card attached to Your order (via a New Order (as defined below) or a modification to your existing order) or as seen in the Cloud Portal. Upon the PAYG Conversion, You will be deemed to have a direct order with Oracle for the Cloud Services, subject to the terms of a valid master agreement with Oracle, or if such agreement has expired or was not entered into directly with Oracle, the then current terms of Oracle's Cloud Services Agreement available for the country in which You are incorporated (or, if Oracle's invoice indicates a different Oracle entity, the country in which such Oracle entity is incorporated).

New Order

When placing an order for additional Oracle PaaS and IaaS Universal Credits (the "New Order") to increase the Credit Quantity of an existing order, unless stated otherwise in the New Order, the most recent rate card included in the New Order will supersede the rate card of the existing order. As such, You may be entitled to a higher Cloud Service Category Discount (as specified in the Rate Card Pricing Table in the New Order) for the remainder of the Services Period of the existing order and the New Order.

Roving Edge Parts. Roving Edge Infrastructure parts are limited-availability parts. This order is not eligible for any Roving Edge Infrastructure products or services, even if a Roving Edge part number is specified in the Rate Card of this order or seen in the Cloud Portal."

Purchasing Instructions:

Please include the following statements in your order

1. This order is placed pursuant to the terms and conditions of the Maricopa County Contract # 180233-002 (US Communities)

2. Payment terms are: Cloud Services Quarterly in Arrears, upon provisioning (start date)

3. Reference Mythics Estimate [REDACTED]

Fax order to 757-412-1060 or email to cburniske@mythics.com

PLEASE NOTE THIS QUOTE IS SUBJECT TO MANAGEMENT FINAL REVIEW

Commissioners Court - Regular Session**17.****Meeting Date:** 10/31/2023

Approval of Agreement for Police One Academy Annual Subscription from Lexipol, LLC for Sheriff's Office

Submitted For: Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the agreement #202418 between Lexipol, LLC and Williamson County for annual online subscription services in the amount of \$21,630.00 and exempting this purchase from the competitive bidding requirement per Texas Local Government Code Discretionary Exemptions §262.024 (a)(7)(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes or monopolies, and authorizing the execution of the agreement.

Background

Approval of this item will support the operations of the Williamson County Sheriff's Office. The Sheriff's Office first started using the Police One training platform after it was approved by Commissioners Court on 03/09/2021. The platform supports the required ongoing staff training and facilitates the assignment and management of training sessions. The subscription agreement attached outlines the subscription services for five hundred (500) users to include both law enforcement and the jail for a period of twelve (12) months. Funding is split evenly among lines 01.0100.0560.004232 and 01.0100.0570.004232 as per FY24 budget. Department contact is James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Approval of Lexipol Annual Agreement
Lexipol 1295 Form

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Misty Brooks
Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/26/2023 10:18 AM
10/26/2023 10:45 AM
Started On: 10/20/2023 10:47 AM

WILLIAMSON COUNTY PURCHASE CONTRACT

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS PURCHASE CONTRACT (hereinafter "Contract") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and the undersigned vendor (hereinafter "Vendor"), both of which are referred to herein as the parties. The County agrees to purchase and the Vendor agrees to sell the goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Vendor shall provide County the goods described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent it meets or exceeds the County's solicitation, if applicable.

Should the County choose to purchase goods in addition to those described in **Exhibit "A,"** such additional goods shall be described in a separate written amendment to this Contract wherein the additional goods shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Vendor shall not provide any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Contract has been signed by both parties.

II.

Effective Date: This Contract shall be in full force and effect as of the date of the last party's execution below.

III.

Consideration and Compensation: County shall pay Vendor for the goods in the amount set out in **Exhibit "A."** Payment for the goods 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; or (2) the date the Williamson County Auditor

receives an invoice for the goods. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

V.

No Agency Relationship & Indemnification: It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with the County, nor shall Vendor hold itself out as an agent or official representative of the County. Vendor shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Vendor or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. VENDOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS'

FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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

VIII.

Compliance With All Laws: Vendor agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state or local law or regulations are automatically incorporated into the Contract without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

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

XI.

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

XII.

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

XIII.

Good Faith Clause: Vendor agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Vendor may not assign this Contract.

XV.

Foreign Terrorist Organizations: Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVI.

Public Information: Vendor understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVII.

Damage to County Property: Vendor shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Vendor and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection with any performance pursuant to this Contract. Vendor shall notify County in writing of any such damage within one (1) calendar day.

XVIII.

Media Releases: Vendor shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XIX.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

XX.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Contract include the following:

- A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated herein to the extend the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable; and
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 20____

VENDOR:

Lexipol, LLC

Name of Vendor

DocuSigned by:

Jan Roos

E08AE53CE2B942A...

Authorized Signature

Jan Roos

Printed Name

Date: **October 13**, 20**23**

Cooperative Purchasing Contract or Agreement (if applicable): **NA**



Exhibit "A"
Quote/Proposal



2611 Internet Blvd
Ste 100
Frisco TX 75034
United States

Subscription

Id [REDACTED]

Term Annual

Next Bill 9/1/2023

Williamson County Sheriff's
Office (TX)
Williamson County Sheriff's
Office (TX)
8160 Chandler Road
Hutto TX 78634
United States

This is NOT an Invoice

Quantity	Item	Rate	Amount
500	PoliceOne Academy Annual Rate Per User_01t1P000001yFk0QAE_renewal PoliceOne Academy Annual Rate Per User	43.26	\$21,630.00
1	Texas Reporting w/ Intermediate_01t1P000001yFk3QAE_1 to 25_renewal Texas Reporting w/ Intermediate	0	\$0.00
Total			\$21,630.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Lexipol, LLC
Frisco, TX United States

Certificate Number:
2023-1083485

Date Filed:
10/13/2023

Date Acknowledged:
10/20/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202418
PoliceOne Academy Annual Renewal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Lexipol Holding Company	Frisco, TX United States	X	
	Roos, Jan	Gold River, CA United States	X	
	Mittal, Manu	Frisco, TX United States	X	
	Nunan, Bill	Frisco, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**18.****Meeting Date:** 10/31/2023

Williamson County MUD #25 Standard Agreement for County Sheriff

Submitted For: Mike Gleason**Submitted By:** Starla Hall, Sheriff**Department:** Sheriff**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of the Standard Agreement with Williamson County Municipal Utility District #25 for off duty contracting of County Sheriff Deputies to be effective October 31, 2023.

Background

This renewal agreement gives permission for Williamson County MUD #25 to contract County Sheriff deputies in a private capacity and the County to invoice them for deputies' vehicle usage. The term of this agreement shall begin on October 31, 2023 and will have two additional one year automatic renewals on October 1, 2024 and October 1, 2025. The agreement will be revisited with proper approvals from the Commissioners Court for October 1, 2026 (FY'27).

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

WC MUD #25

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 10/23/2023

Reviewed By

Becky Pruitt

Date

10/23/2023 09:08 AM

Started On: 09/25/2023 12:58 PM

STATE OF TEXAS § STANDARD AGREEMENT WITH
 § LOCAL GOVERNMENTAL ENTITY
 § REGARDING OFF-DUTY
 § CONTRACTING OF COUNTY
COUNTY OF WILLIAMSON § SHERIFF DEPUTIES

This interlocal agreement (hereinafter, the "AGREEMENT") is entered into by and between the local governmental entity set forth on the signature page below (hereinafter, "LGE") in the State of Texas, and Williamson County, Texas (hereinafter, "COUNTY") a political subdivision of the State of Texas, and the Williamson County Sheriff's Office set forth on the signature page below (hereinafter, "SHERIFF'S OFFICE").

For and in consideration of the permission given by COUNTY for the LGE to contract in a private capacity DEPUTIES of the SHERIFF'S OFFICE (hereinafter "DEPUTIES"), while DEPUTIES are not on duty with and for the COUNTY, it is hereby agreed as follows:

1. It is mutually agreed that while the DEPUTIES are working for the LGE, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES cannot enforce policies or rules of the LGE. To the extent applicable, the DEPUTIES shall enforce District Rules and Regulations adopted pursuant to Section 54.205(4) of the Texas Water Code and published in accordance with Sections 54.206 through 54.208 of the Texas Water Code provided that a violation of such District Rules and Regulations also constitutes a crime under the Texas Penal Code. DEPUTIES are at all times subject to the rules and policies of the SHERIFF'S OFFICE. *LGE expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of LGE when contracted by the LGE.*
2. It is understood by the LGE that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity. If the permission of the COUNTY is withdrawn, the LGE agrees to terminate its contractual relationships with DEPUTIES. The LGE, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES performing services for the LGE, the LGE shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas, intergovernmental risk pool or equivalent coverage through the Texas Municipal League Intergovernmental Risk Pool with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
4. The term of this AGREEMENT shall begin October 31, 2023 and shall terminate on September 30, 2024, and will have two (2) additional one (1) year automatic renewal terms. The AGREEMENT will automatically renew on October 1,

2024, and October 1, 2025. The Agreement must be revisited with proper approvals from the applicable governing bodies and elected official(s) for FY2027. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' advance written notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice LGE for the reimbursement amounts for DEPUTIES' vehicle usage at the rate of \$13.00 per hour per vehicle (to cover LGE's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance). The LGE acknowledges that the above-described reimbursement rate will not totally cover the entire costs incurred by COUNTY for the fully equipped patrol vehicle that is being utilized by such DEPUTIES in the LGE's boundaries; provided, however, COUNTY deems such unrecovered costs for the fully equipped patrol vehicle to be of a public benefit to the citizens of Williamson County.
8. On a monthly basis for each vehicle used by DEPUTIES, LGE agrees to cause DEPUTIES to maintain a written log of all times that vehicles are used for off-duty work, whether the vehicle is actually driven or parked. LGE shall provide such vehicle time records to COUNTY and SHERIFF'S OFFICE no later than the end of each quarter (end of month for each of the following: March, June, September, and December). COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and LGE will pay such invoice pursuant Chapter 2251 of the Texas Government Code ("Texas Prompt Payment Act"). Reporting must be submitted to:

SHERIFF'S OFFICE: At the address set forth on the signature page below.


COUNTY:

Williamson County Auditor's Office
Attn: Finance Director
710 Main Street, Suite 301
Georgetown, Texas 78626

9. LGE agrees that it shall pay DEPUTIES directly and file all applicable reporting forms with the Internal Revenue Service, as determined by the LGE.
10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY or LGE, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY and LGE do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

LGE:

Name of LGE: Williamson County MUD No. 25

Signature: 

Printed Name: Jason Natho

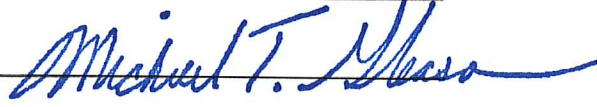
Title: President

Date: October 17, 2023

WILLIAMSON COUNTY SHERIFF'S OFFICE:

Williamson County Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: October 20, 2023

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

COUNTERPART SIGNATURE PAGE TO
STANDARD AGREEMENT WITH LOCAL
GOVERNMENT ENTITY REGARDING
OFF DUTY-DUTY CONTRACTING OF
COUNTY SHERIFF DEPUTIES

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK¹

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____, 20____

¹ Including, but not limited to fuel, insurance, and maintenance of county-owned assets.

Commissioners Court - Regular Session**19.****Meeting Date:** 10/31/2023

Old DPS Renovation (445P/12) – G2 Construction 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 a report from G2 Construction Services, Inc. Change Order No. 1 for the Old DPS Renovation project for \$20,385.00 and no time extension. Funding Source is 445P/445A/Old DPS Reno/12.

Background

This change order is for \$20,385.00 due to new scope of services as requested by County. There is no additional time required toward substantial completion. Department point of contact is Thomas Crockett, Facilities Management Project Manager. On March 22, 2022, the Williamson County Commissioners Court granted Trenton Jacobs, County Architect, with general authority to approve invoices and change orders for Williamson County Facilities Management Department, pursuant to Local Government Code 262.031. This report is being provided for purposes of notifying the court of such change order and to place it in the minutes of the Commissioners Court. Funding for this project is 445P/445A/Old DPS Reno/12.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

G2 CO1

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Wendy Danzo

Final Approval Date: 10/23/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

10/23/2023 12:19 PM

10/23/2023 04:32 PM

Started On: 10/23/2023 12:02 PM



CHANGE ORDER 1

FOR PROJECT: Old DPS Building Remodel

CHANGE ORDER NO: 001
DATE OF ISSUANCE: Oct 23, 2023
Contractor: G2 Construction Services, Inc.
Project Architect: Trent Jacobs
Project Engineer: N/A

NTP Date: _____

EXPLANATION:

County requested the installation of an additional 200' of 8' pickets on the outside of the east wall.
County requested we remove all existing tire stops and install new ones where necessary.
County requested we install window coverings at new windows of main building.

CONTRACT CHANGE:

Original Contract Amount	\$ 702,000.00
Net change by previously submitted Change Orders	\$ 0.00
Contract sum prior to this Change Order was	\$ 702,000.00
Contract Sum to be increased/ by this Change Order in the amount of	\$ 20,385.00
The new Contract Sum including this Change Order will be	\$ 722,385.00
Percentage Increase of Change Orders over Original Contract Amount	2.9%
The Contract Time will be changed by	0 days
The date of Substantial Completion as of the date of this Change Order	No Change

RECOMMENDED BY:

Jimmy S Gibson/VP
Contractor's Printed Name

[Signature]
Signature

10/23/2023
Date

REVIEWED BY:

Trenton H. Jacobs
Architect/ Engineer Name

[Signature]
Signature

10/23/23
Date

ACCEPTED BY:

Trenton H. Jacobs
Owner's Representative

[Signature]
Signature

10/23/23
Date

Old DPS CO 1			
COMPANY	AMOUNT	TOTAL HARD COST	\$17,003
PERMITS CIRCLE ONE GENERAL CONTRACTOR -----OWNER	N/A		
INSPECTION FEES CIRCLE ONE GENERAL CONTRACTOR----OWNER	N/A	TOTAL HARD COST	\$17,003
DUMPSTER		2% CONTINGENCY	2%
TEMP TOILETS		TOTAL CONTINGENCY	\$340
CONSTRUCTION TRAILOR	N/A	TOTAL BID WITH CONTINGENCY	\$17,343
CLEANING		OVERHEAD & PROFIT	10%
TIPS FEES	\$500	OVERHEAD & PROFIT TOTAL	\$1,734
FC FEE		TOTAL BID + O&P	\$19,077
DIV 2 DEMOLITION	N/A	BOND COST FIRST 100K	\$2,500
DIV 2 ABATEMENT	N/A	TOTAL BOND COST FIRST 100K	\$21,577
DIV 2 GRADING (REMOVAL OF SHRUBS AND TREE)	\$1,000	BOND COST ADDITIOAL 100K	-\$1,192
DIV 2 INSTALLATION OF CRUSHED GRANITE	\$2,000	TOTAL COST	\$20,385
DIV 2 TEMPORARY UTILITIES	N/A		
DIV 2 SITE UTILITIES	N/A	NO. OF ADDENDUMS	
DIV 2 DEMOLITION L&M DRYWALL DEMO	N/A	DATE:	
DIV 2 IRRIGATION	N/A	DATE:	
DIV 2 APPLIANCES TH WHILLIS	N/A	DATE:	
DIV 2 SIGNAGE	N/A	DATE:	
BUILD DECKS & TREE PROTECTION	N/A		
DIV 2 FENCE	N/A	ALTERNATES 1	
DIV 2 TERMITE CONTROL	N/A		
DIV 2 EROSION CONTROL	N/A	ALTERNATES 2	
DIV 2 FENCE 200' of Fence Pickets Installed	\$5,620		
DIV 3 CONCRETE	N/A		
DIV 3 POLISHED	N/A	ALTERNATES 3	
DIV 3 STAINED CONCRETE	N/A		
DIV 3 BUSH HAMMER OR GRIND 2' RADIUS	N/A	ALTERNATES 4	
DIV 3 CONCRETE R&R LEAK DETECTION	N/A		
DIV 3 ASPHALT	N/A		
DIV 3 REMOVAL OF OLD WHEEL STOPS AND INSTALL NEW	\$3,933		

DIV 10 TOILET ACCESSORIES --INSTALLATION	N/A		
DIV 10 TOILET PARTITIONS/BENCHES---M&L	N/A		
DIV10 TOILET PARTITIONS/BENCHES --- INSTALLATION	N/A		
DIV 10 CANOPY	N/A		
DIV 10 WIRE MESH PARTITION LABOR ONLY	N/A		
DIV 10 BENCHES	N/A		
DIV 10 WINDOW BLINDS	\$3,950		
DIV 10 FIRE EXTINGUISHER & CABINET	N/A		
DIV 10 MARKER BOARDS AUSTIN ACCOUSTICAL	N/A		
DIV 10 SAW CUT AND POUR BACK	N/A		
DIV 10 PLUMBING	N/A		
DIV 15 HVAC	N/A		
DIV 16 ELECTRICAL	N/A		
DIV 26 ELEVATOR	N/A		
DIV 27 CLOCKS	N/A		
DIV 28 FIRE ALARMHOUSTON	N/A		
DIV 28 FIRE SUPPRESSION	N/A		
STAGE LIGHTING	N/A		
STAGE LIGHTING	N/A		
DIV 28 FIRE PROTECTION	N/A		
DIV 28 KITCHEN APPLIANCE	N/A		
DIV 28 STAINLESS STEEL LEGS FOR COUNTER TOPS	N/A		
DIV 28 DATA & CABLING	N/A		
TOTAL HARD COST MATERIAL AND LABOR ONLY	\$17,003		

Longhorn Blinds of Austin



Date: October 12, 2023

Project: **TxDPS - Georgetown Old DPS Building**
516 Pine Street. Georgetown, TX 78626

Attn: Shane Gibson

Longhorn Blinds of Austin proposes to furnish all materials and preform all labor necessary to complete the following:

Section: 12 24 13 – Roller Window Shades

11 – Draper “Clutch FlexShade” Manual Roller Shades with Fascia, SheerWeave 2400 3% open Fabric. In your choice of color Oyster/Pearl Grey. To cover Exterior Windows.

Total Installed Price = \$ 3,950.00

Sales Tax if applicable = \$ 160.00

Notes:

- Proposal valid for 90 days.
- Pricing includes cost of materials in sizes and quantities listed above, labor for measurement and installation.
- Tax not included. 8.25% tax will apply if resale or exemption certificate not provided.
- Field verification of window coverings dimensions required prior to placement of order.
- Excludes: Attic Stock unless stated otherwise.

If you have any questions or problems in regards to this proposal, please contact me at 512-447-5496 or by email at: anewhouse@longhornblinds.com

Thank You

Aaron Newhouse

Aaron Newhouse
Estimator / Project Manager

Longhorn Blinds of Austin, LLC
4201 S. Congress Ave. #312
Austin, TX 78745

Phone: 512-447-5496
Fax: 512-707-7315
www.longhornblinds.com

Registered HUB, CMBL and MBE/Hispanic Business

RDC Paving

P.O. Box 7511
Round Rock, TX 78683

Prepared By: Robert Dingey
robert@rdcpaving.com



Prepared For:
G2 Construction Services
3303 Shell Rd
Georgetown, TX 78628

Attention:
Charles

Project Address:
516 Pine Street
516 Pine St
Georgetown, TX 78626

Robert Dingey

robert@rdcpaving.com

Dear Charles, thank you for the opportunity to provide you with this proposal. We look forward to answering any questions you may have and working with you on this project.

CONCRETE WHEEL STOP REMOVAL AND REPLACEMENT

\$3,932.98

Remove and Replace (14) Concrete Wheel Stops
Remove and Replace and Relocate (15) Concrete Wheel Stops
Unpin and Remove (48) Concrete Wheel Stops

PROPOSAL TOTAL: \$3,932.98

TERMS AND CONDITIONS: RDC Paving will supply all labor, equipment, and materials for the proposed work unless specified otherwise. This quote is inclusive and based on RDC Paving performing all items above. Any deviation from the work described above may require a revised bid. Change orders will only be executed upon written orders. We reserve the right to progress bill for work partially completed. RDC Paving will carry General Liability and Workman's Compensation Insurance. It is the customer's responsibility to notify RDC of any utilities buried less than 12 inches deep including private utilities and irrigation. RDC Paving will not be held liable for any damage to such utilities if not notified prior to start of work. Payment made after specified terms could result in late fees, accrued interest, and attorney's fees. Retainage is not to be held unless specified by separate contract. The Unit Rates applicable to the categories of work to be performed pursuant to this Agreement are based on the material costs and published indexes as of the date of this Proposal. Purchaser acknowledges that if the above-listed items increase by the date all work under the contract is completed, the Unit Rates applicable to the categories of work to be performed under the Proposal shall be adjusted. The adjusted Unit Rates shall be committed and paid by the purchaser as though a written change order were approved and signed by both parties.

RDC Paving proposes to furnish material and labor to perform the work outlined herein for the sum of:

Payment is to be made as follows:

- 50% upon acceptance
- 50% upon completion

This proposal is valid for thirty (30) days from the date written above. The proposal is subject to the terms and conditions enclosed, attached, and/or on the backside of the proposal.

This proposal contains confidential information belonging to the sender, which is legally privileged. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reliance on the contents of this proposal is strictly prohibited. If you have received this proposal in error, please immediately notify us by telephone to arrange for the return of the original documents to us.

Accepted: The above-proposed terms and conditions, including price and payment terms, are satisfactory and hereby accepted. RDC Paving is hereby authorized to proceed with the work specified.

Purchaser: _____ Title: _____



Viking Fence Co., Ltd.

9602 Gray Blvd.
Austin, Texas 78758
(512) 837-6411, 1-800-252-8117

Dallas Branch
2975 Industrial Lane
Garland, TX 75041
(972) 293-1265, (214) 501-3538 (fax)

HUB CERTIFICATION #1742043230800 **NCTRCA MBE Cert # HMMB31501N0617**

Customer:

G2 Construction Services- Shane Gibson
3303 Shell Rd. Suite 4
Georgetown, TX 78628
www.g2csinc.com
(512)688-5725 O
(512)688-5724 F
(512)563-1621 C

Job Site Address: 515 Pine St Georgetown, Tx

Date: 6-3-23

Description:

Furnish and install 200' of 8' pickets to existing fence.....\$ 5,620.00

Material:

Pickets- 8' Western Red Cedar 5/8" pickets.

Plus Sales Tax if Applicable.

Proposal price based on one mobilization, Additional mobilization add \$900.00 / Mobilization.

All fence lines to be clear of all obstructions, and is to be done by others.

All fence corners, lines, gates, and end posts, to be clearly staked, or marked, by other before mobilization of fence crew.

Structural engineering, if needed, provided by others

Access Control bids are on separate proposal.

Customer Authorization: _____

Date: _____

Commissioners Court - Regular Session**20.****Meeting Date:** 10/31/2023

Approval of Renewal #1 for Contract #23IFB1 Metal Beam Guard Fence with RHB Construction, Inc. for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Kim Chappius, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the extension of contract #23IFB1 Metal Beam Guard Fence, renewal period #1, for the same pricing, terms and conditions as the existing contract for the term of January 10, 2024 – January 09, 2025, with RHB Construction, Inc. and authorizing execution of the renewal agreement.

Background

This is a continuation of contract under renewal option #1. The Road and Bridge Department has confirmed the vendor met all the County requirements on this contract and requests renewal. Funding Sources: 01.0200.0210.003599. Department Point of Contacts is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Renewal #1 Form and Price Tab

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/26/2023 08:41 AM

10/26/2023 08:50 AM

Started On: 10/24/2023 10:28 AM



Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	23IFB1	Department:	ROAD AND BRIDGE
Vendor Name:	RHB CONSTRUCTION INC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 FOR METAL BEAM GUARD FENCE			
Type of Contract:	IFB	Start Date:	01/10/2024
Purchasing Contact:	KIM CHAPPIUS	End Date:	01/09/2025
Department Contact:	KELLY MURPHY		
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none">COMPLETED 1295 FORM; ANDRENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.Extend Contract for the 1st of two (2) one (1) year renewal option periods:			
Renewal Option Period 2			
Renewal Option Period 1 January 10, 2024 – January 09, 2025			
Initial Contract Period January 10, 2023 – January 09, 2024			
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE			
Vendor <u>RHB Construction</u>	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>Tracy Hummel</u>	Bill Gravell, Jr		
Title <u>president</u>	Williamson County Judge		
Signature <u>[Signature]</u>	Signature _____		
Date <u>10-20-23</u>	Date _____		

23IFB1 Metal Beam Guard Fence

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	COST
500 6001	MOBILIZATION	LS	1	\$12,000.00	\$12,000.00
540 6001	MTL W-BEAM GD FEN (TIM POST)	LF	1,600	\$39.00	\$62,400.00
540 6002	MTL W-BEAM GD FEN (STEEL POST)	LF	400	\$39.00	\$15,600.00
540 6005	TERMINAL ANCHOR SECTION	EA	10	\$925.00	\$9,250.00
540 6006	MTL BEAM GD FEN TRANS (THRIE-BEAM)	EA	8	\$100.00	\$800.00
540 6007	MTL BEAM GD FEN TRANS (TL2)	EA	2	\$100.00	\$200.00
540 6008	MTL BEAM GD FEN TRANS (T101)	EA	2	\$100.00	\$200.00
540 2015	MTL W-BEAM GD FEN(TIM POST)RADIUS RAIL	LF	300	\$75.00	\$22,500.00
540 2022	MTL W-BEAM GD FEN(STL POST)RADIUS RAIL	LF	100	\$80.00	\$8,000.00
540 2023	RADIAL TERMINAL ANCHOR SECTION (DRWY)	EA	2	\$1,000.00	\$2,000.00
540 6015	DRIVEWAY TERMINAL ANCHOR SECTION	EA	2	\$1,000.00	\$2,000.00
540 6014	SHORT RADIUS	LF	100	\$25.00	\$2,500.00
542 6001	REMOVING METAL BEAM GUARD FENCE	LF	1,200	\$14.25	\$17,100.00
542 6002	REMOVING TERMINAL ANCHOR SECTION	EA	10	\$250.00	\$2,500.00
542 6004	RM MTL BM GD FEN TRANS (THRIE-BEAM)	EA	8	\$25.00	\$200.00
542 2004	REMOVING MTL BM GD FEN TRANS (TL2)	LF	2	\$75.00	\$150.00
542 6005	RM MTL BM GD FENCE TRANS (T101)	EA	2	\$75.00	\$150.00
544 6001	GUARDRAIL END TREATMENT (INSTALL)	EA	14	\$4,850.00	\$67,900.00
544 6003	GUARDRAIL END TREATMENT (REMOVE)	EA	14	\$1,475.00	\$20,650.00
TOTAL					\$246,100.00

Commissioners Court - Regular Session**21.****Meeting Date:** 10/31/2023

Approval of Renewal #1 of Contract #22IFB151 Tree Limb Chipping with RHB Construction, Inc. for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Kim Chappius, Purchasing**Department:** Purchasing**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the extension of Contract #22IFB151 for Tree Limb Chipping, renewal period #1, for the same pricing, terms and conditions as the existing contract that was awarded to RHB Construction Inc for the 12-month term of December 20, 2023 - December 19, 2024, and authorizing execution of the renewal agreement.

Background

This is a continuation of contract under renewal option #1. The Road and Bridge Department has confirmed the vendor met all of the County requirements on this contract and requests renewal. Funding Source is 01.0200.0210.003541. Department Point of Contacts is Terron Evertson.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Renewal #1 Form and Price Tab

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Kim Chappius

Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/26/2023 08:39 AM

10/26/2023 08:51 AM

Started On: 10/24/2023 10:42 AM



Purchasing Department

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	22IFB151	Department:	ROAD AND BRIDGE
Vendor Name:	RHB CONSTRUCTION INC		
Purpose/Intended Use of Product or Service (summary):			
RENEWAL #1 FOR TREE LIMB CHIPPING			
Type of Contract:	IFB	Start Date:	12/20/2023
Purchasing Contact:	KIM CHAPPIUS	End Date:	12/19/2024
Department Contact:	KELLY MURPHY/TERRON EVERTSON		
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.PLEASE INCLUDE THE FOLLOWING:<ul style="list-style-type: none">COMPLETED 1295 FORM; ANDRENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.Extend Contract for the 1ST of TWO (2) one (1) year renewal option periods:			
Renewal Option Period 2			
Renewal Option Period 1		DECEMBER 20, 2023 – DECEMBER 19, 2024	
Initial Contract Period		DECEMBER 20, 2022 – DECEMBER 19, 2023	
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE			
Vendor <u>RHB Construction</u>	Williamson County, 710 Main St., Georgetown, TX 78626		
Name <u>Tracey Hummel</u>	Bill Gravell, Jr		
Title <u>president</u>	Williamson County Judge		
Signature <u>[Signature]</u>	Signature _____		
Date <u>10-20-23</u>	Date _____		

22IFB151 TREE LIMB CHIPPING

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Mobilization	1	EA	12,000.00
2	Cost per crew (as defined in the General Notes and Technical Specs)	750 HRS	Hour	298.5

Commissioners Court - Regular Session**22.****Meeting Date:** 10/31/2023

Approval of Agreement for Auctioneer Services from Rene Bates Auctioneers, Inc. for Purchasing Department

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the agreement between Williamson County and Rene Bates Auctioneers, Inc. for surplus item auctioneer services pursuant to BuyBoard contract #708-32, and authorizing the execution of this agreement.

Background

This services agreement supports the Purchasing Department, Fleet Department and Sheriff's Office with auctioneer services for surplus items. This is a revenue contract with proceeds being mailed to the County Auditor. The agreement is not exclusive. Services are provided on a commission basis with 6% of the total sale being charged to Williamson County. The agreement is valid for three-years, with two one-year renewals available. The department point of contact is Joy Simonton.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Rene Bates Auctioneers, Inc. Contract
Form 1295 Rene Bates Auctioneers, Inc.

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Joy Simonton

Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/26/2023 10:43 AM

10/26/2023 10:46 AM

Started On: 10/18/2023 01:52 PM

**WILLIAMSON COUNTY
ADDENDUM FOR RENÉ BATES AUCTIONEERS, INC.**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS ADDENDUM FOR RENÉ BATES AUCTIONEERS, INC. is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **René Bates Auctioneers, Inc.** (hereinafter “RBAI”), both of which are referred to herein as the parties. Subject to the changes herein, the parties have accepted RBAI’s Agreement, and the following changes shall be incorporated as if part of the RBAI’s Agreement.

I.

Services: RBAI shall provide services, as more fully described in **Exhibit A** as an independent contractor.

II.

Term: The term of this Addendum shall commence upon the last party’s execution hereof and shall continue thereafter in full force and effect until September 30, 2026, unless terminated earlier. At the end of the initial term, the parties upon mutual agreement, shall have the option to renew this Addendum for up to two additional one-year terms, with the terms and conditions remaining the same.

III.

Termination for Convenience: Either party may terminate this Addendum for convenience and without cause or further liability upon thirty (30) business day’s written notice to the other party.

IV.

Compliance With All Laws: RBAI agrees and will comply with all local, state, or federal requirements with respect to the services rendered.

V.

Right to Audit: RBAI agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Addendum, have access to and

the right to examine and photocopy any and all books, documents, papers and records of RBAI which are directly pertinent to the services to be performed under this Addendum for the purposes of making audits, examinations, excerpts, and transcriptions. RBAI agrees that the County shall have access during normal working hours to all necessary RBAI facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The County shall give RBAI reasonable advance notice of intended audits.

VI.

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:

RBAI: Rene' Bates Auctioneers, Inc.
4660 CR 1006
McKinney, Texas 75701

COUNTY: Williamson County Judge
Judge Bill Gravell, Jr.
710 Main Street, Ste. 101
Georgetown, Texas 78626

VII.

No Agency Relationship & Indemnification: It is understood and agreed that RBAI shall not in any sense be considered a partner or joint venturer with the County, nor shall RBAI hold itself out as an agent or official representative of the County. RBAI shall be considered an independent contractor for the purpose of this Addendum and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Addendum. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by RBAI or failure to act relating to the services being provided.

VIII.

Indemnification: RBAI SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF RBAI OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.

IX.

No Waiver of Sovereign Immunity or Powers: Nothing in this Contract will be deemed to constitute a waiver of sovereign immunity or powers of the Customer, the Williamson County

Commissioners Court, or the Williamson County Judge.

X.

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

XI.

Exclusivity: RBAI hereby acknowledges that County is not hereby granting an exclusive right to RBAI for the provision of auctioneering services for County and that County may retain other auctioneering entities to provide County with auctioneering services. Furthermore, County may dispose of its property pursuant to any legal disposition method that may be available to County during the term of this Agreement. County, however, acknowledges and agrees that it shall not attempt to dispose of a specific item of property, in any manner, if such item is currently being offered for auction on the Website.

XII.

Severability: In case any one or more of the provisions contained in this Addendum 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 Addendum and this Addendum shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XIII.

Good Faith Clause: RBAI agrees to act in good faith in the performance of this Addendum.

XIV.

No Assignment: RBAI may not assign this Addendum.

XV.

Public Information: RBAI understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Addendum may be subject to public disclosure pursuant to the Texas Public Information Act.

XVI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Addendum constitutes the entire contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Addendum include the following:

- A. This Addendum; and
- B. RBAI's Agreement, marked as **Exhibit A.**

Due to the expenditure of public funds and based on public policy, any conflicting terms will be resolved in favor of Williamson County in the discretion of the Williamson County Commissioners Court.

XVII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Addendum on behalf of the County.

IN WITNESS WHEREOF, this Addendum shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

RENE' BATES AUCTIONEERS, INC.

Name of Service Provider

Authorized Signature

Printed Name

Date: October 18, 2023



René Bates Auctioneers, Inc. (hereinafter referred to as RBAI) proposes to conduct Online Auctions for Williamson County, Texas on an as needed basis under the following terms and conditions for a period of three-years from the date of execution, plus two (2) one-year optional renewals:

René Bates Auctioneers, Inc.'s Responsibilities:

1. Conduct online auctions for Williamson County, Texas at their request.
2. Work with County to set starting prices for each online auction item or coordinate with your designee to set starting prices for each online auction item, if so desired.
3. Post all online auction information on www.renebates.com.
4. Conduct and monitor auction items for approximately two weeks prior to the closing date of each online auction conducted.
5. Advertise your online auction, as necessary, through our normal channels such as, but not limited to, newspapers, trade journals, and print brochures at our sole discretion. RBAI shall not be responsible for advertising required of governmental entities under state law.
6. Generate and send a minimum of two email blast notices to our entire email database when your auction has been posted.
7. Notify all bidders of the following:

ALL PROPERTY THAT IS OFFERED FOR SALE SHALL BE ON AN "AS IS, WHERE IS" BASIS. WILLIAMSON COUNTY, TEXAS, THE SELLER, MAKES NO WARRANTY, GUARANTY OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE PROPERTY OFFERED FOR SALE. THE BUYER SHALL NOT BE ENTITLED TO ANY PAYMENT FOR LOSS OF PROFIT OR ANY OTHER MONEY DAMAGES, INCLUDING BUT NOT LIMITED TO ACTUAL, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES.

The above referenced notice shall be posted on the Website and in any publication or advertisement relating to any County's items that are to be auctioned and sold by RBAI.

8. Invoice all successful bidders once your auction has closed.
9. Collect all auction proceeds including any applicable sales tax from the successful bidder(s).
10. Generate paid receipts to the buyer with a copy to your approved distribution list.

11. Balance all auction payments received with actual sales results.
12. Remit all monies, less commission and sales tax, to your designee.

Designee:

Williamson County Auditor's Office

Attn: Julie Kiley

710 Main Street, Suite 301

Georgetown, TX 78626

a.

13. Remit all sales tax collected to the State of Texas Comptroller under our Texas Sales and Use Tax Permit #17517183822 on a monthly basis.
14. Maintain all documentation for exemptions, resale certificates, and export certifications for sales tax for the State of Texas.
15. Maintain records of all your auctions for three years.

Williamson County, Texas' Responsibilities:

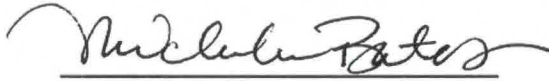
1. Provide a list of all items to be sold and gather information on all auction items and take digital photographs of each auction and send to RBAI.
2. Have auction contact person (Fleet Manager or designee) complete Vehicle Information Sheets on all vehicles and heavy equipment and forward to RBAI.
3. Conduct onsite viewing of all auction items before the closing of each online auction in order for bidders to physically inspect auction items.
4. Contact local news media for a Public Service Announcement informing the local public of the upcoming online auction and handle all legal advertising as required by Williamson County, Texas. Provide a link on your website to www.renebates.com to direct potential buyers to your auction.
5. Transfer all titles to successful buyers after Williamson County, Texas has received an electronic paid receipt from RBAI.
6. Oversee removal and checkout of all paid auction items.

René Bates Auctioneers, Inc. proposes to conduct Online Auctions on an as needed basis for Williamson County, Texas for one of the options listed below; please initial by the option that has been selected.

 X Option 1: 6% commission to be charged Williamson County, Texas.

_____ Option 2: 10% Buyer's Premium to be charged to the buyer and retained by RBAI in lieu of a commission.

René Bates Auctioneers, Inc. shall tender all sales proceeds, less commission and sales tax, to County within ten (10) business days of the auction close date.



Michelle Bates, Vice President
René Bates Auctioneers, Inc.

Date: 9/21/23

Williamson County, Texas
Authorized Signer*

Date:

*Any items submitted for public auction via this contract have been declared surplus through the appropriate channels of the selling entity.

Texas Auctioneer License No.'s 15025, 12100. All auctioneers are licensed and regulated by the Texas Department of Licensing and Regulation and are covered by a Recovery Fund administered by the Department. Licensure with the Department does not imply approval or endorsement by the State of Texas. If you have an unresolved complaint it should be directed to: Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, (512) 463-2906, www.tdlr.texas.gov.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Rene Bates Auctioneers, Inc.
McKinney, TX United States

Certificate Number:
2023-1084990

Date Filed:
10/18/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County, Texas

Date Acknowledged:
10/18/2023

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202446
Online Auctioneer Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Sherry Bates, and my date of birth is [REDACTED]
My address is 4660 CR1006 (street), McKinney (city), TX (state), 75001 (zip code), Collin (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Collin County, State of TX, on the 18 day of October, 2023.
(month) (year)

[Signature] President
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**23.****Meeting Date:** 10/31/2023

WCAD Board of Directors

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

Information**Agenda Item**

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

Background

John Lux is Williamson County's current representative on the WCAD Board of Directors. He would like to continue to be a part of the WCAD Board of Directors.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

General Election Information

Resolution

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 03:51 PM

Started On: 10/24/2023 03:17 PM

2024-2025
BOARD OF DIRECTORS ELECTION
GENERAL INFORMATION SHEET

Name: _____

(Please print name as you wish it to appear on nameplate, if elected)

***** Dear Taxing Unit:** This document was created for your purposes and should be used to verify the qualifications of nominees.

***** Dear Applicant:** If you, for any reason, do NOT meet the qualifications listed in this document, please contact your nominating taxing unit immediately.

Pursuant to Section 6.03 of the Texas Property Tax Code:

1. Are you an employee of a taxing unit in Williamson County? *(This includes part-time employment. If you need a list of taxing units, please contact the appraisal district office.)* Yes ☐ No ☐

***** Note:** If you answered YES and do not meet the qualifications listed in #2 below, please contact the nominating taxing unit immediately.

2. If you answered YES, are you also a member of the governing body or elected official of that taxing unit? Yes ☐ No ☐

Note: An employee of a taxing unit that participates in the CAD is not eligible to serve on the Board of Directors, unless that individual is also a member of the governing body of the taxing unit or an elected official of a taxing unit.

Pursuant to Government Code Chapter 573:

3. Is any relative of either you or your spouse employed by the Williamson Central Appraisal District in any capacity, or a member of the WCAD Appraisal Review Board? Yes ☐ No ☐

If yes:

Relative's Name: _____

Relative's Address: _____

Degree of Relationship: _____

WCAD Position: _____

Note: An answer of "Yes" may disqualify you, depending on the relative's position and the degree of relationship. Please check with your nominating taxing unit.

Pursuant to Section 6.03 of the Texas Property Tax Code:

4. Are you a resident of Williamson County? Yes ☐ No ☐

5. How long, in years, have you resided in Williamson County? _____

Note: To be eligible to serve on a Board of Directors, an individual must have resided in the CAD for at least two years immediately preceding the date of taking office. This requirement does not apply to a County Tax Assessor Collector serving as a non-voting Director.

(Continued on next page)

6. Have you appraised property for compensation for use in proceedings or represented property owners for compensation in proceedings in Williamson County at any time within the preceding three years? Yes ☐ No ☐

Note: A person who has appraised property for compensation for use in proceedings or represented property owners for compensation in proceedings in the CAD at any time within the preceding three years is ineligible to serve on the Board of Directors.

7. Have you owned property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date you knew or should have known of the delinquency unless?

- The delinquent taxes and any penalties and interest are being paid under an installment payment agreement
- A suit to collect the delinquent taxes is deferred or abated

Yes ☐ No ☐

Note: To be eligible to serve on the Board of Directors, a member must NOT own property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless the individual meets one of the criteria listed above.

8. Have you contracted with the appraisal district, or on a tax related matter with a taxing unit served by the appraisal district, or do you have a substantial interest in a business that contracts with the appraisal district or a taxing unit served by the appraisal district?

Yes ☐ No ☐

Note: A person who contracts with the appraisal district or on a tax related matter with a taxing unit served by the appraisal district or who has a substantial interest in a business that contracts with either the appraisal district or a taxing unit served by the appraisal district is ineligible to serve on the Board of Directors.

*****IF YOU NOTED ANY REASON YOU MAY NOT MEET THE QUALIFICATIONS LISTED ABOVE, PLEASE CONTACT YOUR NOMINATING TAXING UNIT IMMEDIATELY.**

Signature of Applicant

Date

(Continued on next page)

Applicant Information:

Home Address:

Business Address:

Home Phone:

Email:

Business Phone:

Cellular Phone:

Emergency Contact Name:

Phone:

Relationship:

IF ELECTED, where do you want to receive hand deliveries (when necessary)?

IF ELECTED, where do you want to receive mail?

IF ELECTED, do you want your address and phone number kept confidential?

Yes ☐ No ☐

Signature of Presiding Officer

Date

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

That on the **31st** day of October 2023 Commissioners Court of Williamson County, Texas met in duly called session at the Williamson County Courthouse, 710 Main Street, Georgetown, Texas, with the following members present:

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

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

A RESOLUTION of the WILLIAMSON COUNTY COMMISSIONERS COURT, NOMINATING A CANDIDATE TO THE WILLIAMSON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, Section 6.03 (f) of the Property Tax Code provides for the governing body of taxing units to nominate individuals for each position to be filled on the Williamson County Central Appraisal District Board of Directors, and

WHEREAS, the Williamson County Commissioners Court wishes to nominate the following individual _____.

NOW THEREFORE BE IT RESOLVED by the Williamson County Commissioners Court that they hereby nominate the individual listed above for the Williamson Central Appraisal District Board of Directors.

RESOLVED THIS 31st day of October 2023.

Bill Gravell, Jr., County Judge

Attested

Commissioners Court - Regular Session**24.****Meeting Date:** 10/31/2023

Request to move surplus salary to vacant position

Submitted By: Grace Frias, District Attorney**Department:** District Attorney**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on the District Attorney's request to move surplus salary dollars to a vacant position.

Background

The District Attorney requests to move \$5000 surplus salary dollars from vacant PCN 0064 to vacant PCN 2111 with an effective date of November 1, 2023. This request has been submitted to Director of Human Resource Rebecca Clemons and Budget Officer Ashlie Holladay, this request is in compliance within policy.

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: Grace Frias

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 03:51 PM

Started On: 10/26/2023 10:44 AM

Commissioners Court - Regular Session**25.****Meeting Date:** 10/31/2023

Hope Alliance Emergency Auxiliary Shelter

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Amendment to Subrecipient Agreement between Williamson County and the Williamson County Crisis Center, D/B/A - Hope Alliance for Temporary Auxiliary Emergency Shelter Project, funded from The American Rescue Plan Act (ARPA).

Background

The Commissioners Court approved the concept of a temporary auxiliary emergency shelter to be operated by Hope Alliance on February 7, 2023. A funding agreement that provided 6-months of operational costs was approved on February 28th, with the understanding that Hope Alliance was applying for grant funding through the State of Texas for ongoing costs. Although CAPCOG's Criminal Justice Advisory Committee recommended funding for the new auxiliary emergency shelter and CAPCOG's Executive Committee unanimously approved the recommendation that was sent to the Office of the Governor, the additional funding for the shelter was cut. Efforts to keep this important funding in Hope Alliance's grant budget were unsuccessful. Without funding for operations of the shelter (known as The Ranch), the shelter would have to close. The amended funding agreement will allow the temporary shelter to remain open, while Hope Alliance continues to work on their expansion of a larger shelter in the Leander area.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Agreement Amendment

Letter to the OOG

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 10/23/2023

Reviewed By

Becky Pruitt

Date

10/23/2023 09:10 AM

Started On: 10/20/2023 11:34 AM

**AMENDMENT TO
SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND THE WILLIAMSON COUNTY CRISIS CENTER D/B/A
HOPE ALLIANCE
FOR THE TEMPORARY AUXILIARY EMERGENCY SHELTER
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 Williamson County Crisis Center D/B/A Hope Alliance ("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 Williamson County Crisis Center D/B/A Hope Alliance for the Temporary Auxiliary Emergency Shelter Project [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)] ("Agreement"), which became effective as of February 28, 2023;

WHEREAS, it has become necessary to amend the Agreement due to a need to increase Project funding and a modification to the Project Budget;

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

AGREEMENTS

1. Article II. Payment of the Agreement shall be amended and supplanted, in its entirety, by the following:

The COUNTY shall make available an amount of up to **\$554,112.00 (FIVE HUNDRED FIFTY-FOUR THOUSAND, ONE HUNDRED AND TWELVE DOLLARS)** to SUBRECIPIENT from the COUNTY's FRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of FRF FUNDS as outlined in the Treasury's Interim Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and

accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form
- ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
- iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
- iv. Invoices of all other expenditures
- v. Proof of payment of all expenditures

2. **Appendix B** of the Agreement shall be amended and supplanted, in its entirety, by the **Appendix B** 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

**The Williamson County Crisis Center
D/B/A Hope Alliance**

By: _____

By: Richard M. Brown

Printed Name: _____

Printed Name: RICHARD M. BROWN

Title: As Presiding Officer,
Williamson County
Commissioners Court

Title: CHIEF OPERATING OFFICER

Date: _____, 20____

Date: 10/19, 2023

APPENDIX B
Program or Project Budget/Allowable Expenses

TEMPORARY AUXILIARY EMERGENCY SHELTER BUDGET ANNUAL BUDGET	2022 - 2023 SHELTER BUDGET
SHELTER CLIENTS	120
SHELTER NIGHTS OF SAFETY	4,400
SHELTER FTE	5
Salaries Expense	240,000.00
Medicare Expense	3,355.06
Social Security Expense	14,348.20
Unemployment Expense	7,372.26
Worker's Compensation Expense	2,063.40
Retirement Benefit	2,547.28
Health	12,261.76
Health Subsidy	(2,914.80)
Life/LTD/AD&D	679.74
Dental	612.91
Total Payroll Expenses	\$280,326.81
Bank Expenses	
Bank Service Charge	6.78
Credit Card Processing Fees	784.08
Interest Expense	-
Interest on Lien	
Principal Paid YTD	
Total Bank Expenses	\$ 790.86
Operating Expenses	
Contract Labor	0.00
Professional and Audit Fees	1,200.00
Dues and Subscriptions	3,081.14
Interpreter Services	1,000.00
IT Services	4,000.00
New Hire Expense	6,900.00
Travel Expenses/Mileage	1,225.00
Staff Training & Development	1,750.00
Employee Acknowledgement	-
Office Supplies	1,101.58
Postage	150.00
Printing	200.00
Storage	1,500.00
Rent	-
Pest Control	540.00
Janitorial	6,300.00
Termite Renewal	100.00
	10

APPENDIX B
Program or Project Budget/Allowable Expenses

Maintenance/Repairs	8,000.00 ~
Security	3,500.00 ~
Communications	3,301.85
Electricity	3,877.81 ~
Water	587.58
Wastewater	615.65
Gas	741.49
Trash Disposal	3,285.39
Program Expense	77.44
Supplies	1,341.65 ~
Groceries	7,225.00 ~
Client Services Expense	9,180.51
Insurance Expense	5,324.97
Furniture Fixtures and Equipment	25,000.00 X
Computer/Software	6,000.00
Total Operating Expenses	\$107,107.06
Total Expenses	\$388,224.73

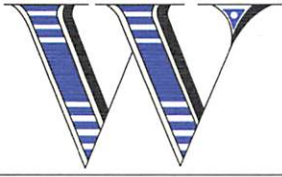
Requesting six-months of annual budget above, or \$194,112 for six months of shelter operation.

APPENDIX B
Program or Project Budget/Allowable Expenses

Williamson County Crisis Center db/a Hope Alliance
Statement of Proposed Expenditures from 10/1/2023 Through 9/30/2024

**TEMPORARY AUXILIARY SHELTER
"THE RANCH" BUDGET**

Expenses	
Payroll Expenses	
Salaries Expense	240,000.00
Medicare Expense	3,400.00
Social Security Expense	14,348.00
Unemployment Expense	7,372.00
Worker's Compensation Expense	2,063.00
Retirement Benefit	2,543.00
Health	12,240.00
Life/LTD/AD&D	600.00
Dental	600.00
Total Payroll Expenses	\$283,166.00
Operating Expenses	
IT Services	2,000.00
New Hire Expense	5,000.00
Travel Expenses/Mileage	1,500.00
Staff Training	1,500.00
Office Supplies	2,000.00
Postage	750.00
Printing	750.00
Storage	1,500.00
Pest Control	834.00
Janitorial	5,800.00
Maintenance/Repairs	1,500.00
Security	750.00
Communications	6,000.00
Electricity	13,000.00
Trash Disposal	1,300.00
Supplies	8,250.00
Groceries	18,000.00
Client Services Expense	1,200.00
Insurance	5,200.00
Total Operating Expenses	76,834.00
Total Expenses	\$360,000.00



BILL GRAVELL JR.
County Judge
WILLIAMSON COUNTY TEXAS

August 24, 2023

Mr. Donald Stout
Program Administrator Victims Services
Office of the Governor
P.O. Box 12428
Austin, Texas 78711-2428

RE: VOCA Grant Application #2884906 – Hope Alliance

Dear Mr. Stout,

I am writing this letter in support of the Williamson County Crisis Center's (DBA Hope Alliance) grant application titled "Services for Victims of Domestic and Sexual Violence". As you are aware, Williamson County is one of the two fastest growing counties in Texas, with nearly 250,000 individuals added to our population since the 2020 Census. As our county nears 700,000, our need for emergency shelter for women in domestic and sexual violence situations has increased, causing a lengthy wait list of approximately 2,400 women in need of assistance from Hope Alliance, who is the county's only emergency crisis shelter.

Because of the wait list, the Williamson County Commissioners Court took action to support Hope Alliance, with both the use of a County-owned building and with funding to support six months of personnel and operational costs for a new shelter in the county until September 30, 2023. With the County building and financial support, Hope Alliance opened the new 12-bed auxiliary shelter (known as "The Ranch") on April 1, 2023. In just four months, The Ranch has provided 673 sheltered nights of safety for 28 women fleeing dangerous living situations. I have personally visited the shelter and the wrap-around resources provided at this serene location truly provides hope and healing to women that have survived traumatic situations.

Unfortunately, I have been informed that there might not be grant funding available to continue this life-saving and transformational shelter in the upcoming fiscal year. Lack of funding could result in closing of the shelter effective October 1, 2023. I humbly request that the Office of the Governor consider additional funding for this important public safety project, as was unanimously recommended by the Capital Area Council of Governments' Executive Committee.

Sincerely,

Bill Gravell, Jr.
Williamson County Judge

Auxiliary Shelter Report

After a Lease Agreement and separate Funding Agreement were signed and approved in February 2023, by both the County Commissioners' Court and Hope Alliance, and in the interests of Public Safety, a County-owned property in Hutto, TX was turned into an Auxiliary Shelter and made operational by the Williamson County Crisis Center d/b/a Hope Alliance on April 1, 2023. The Auxiliary Shelter has a 12-bed capacity. Hope Alliance has operated another emergency shelter for victims of domestic violence and/or sexual assault in Round Rock, TX since 1990. The Round Rock Shelter has a 30-bed capacity.

Staffing a new shelter with a qualified Shelter Director, Case Manager, and qualified Victim Advocates in one month's time proved to be difficult, but Hope Alliance was able to recruit, hire and train a "skeleton crew," and opened the Hutto Shelter on April 1, 2023, with a few staff and 3 clients. Four more clients entered the Hutto facility during the month of April. Clients for Sheltered Nights of Safety at the Hutto facility are pre-selected from a Master Shelter Waitlist. Hutto Shelter clients are chosen based on the following criteria:

1. The client has completed a formal "Intake" process,
2. The client is an individual with no children needing shelter, and
3. The client has their own transportation.

The following Chart indicates the month of operation, the number of client intakes, exits, the total sheltered nights of safety provided, and updates for both the Master Waitlist and the Waitlist for the Hutto facility.

MONTH	# OF INTAKES	# OF EXITS	# OF SHELTERED NIGHTS	# ON HUTTO SHELTER WAITLIST
April	7	2	151	15
May	5	5	176	13
June	8	7	200	11
July	8	6	146	15
Total Year-To-Date	28	20	673	54

During a call to our 24/7/365 Hotline, or an inquiry via the web on our Crisis Chat, victims are asked questions from a Lethality Questionnaire to determine the danger level in which the victim is living. Those scoring "high danger" are moved to the head of the line for access to the Shelter. Those who score "medium or low danger" are asked if they'd be willing to be placed on our Waitlist. Those unwilling to go on a Waitlist are referred to other agencies with shelters outside of Williamson County.

Our Waitlists are updated daily and fluctuate based on the number of Hotline and Crisis Chats received. By the end of June 2023, the volume of Hotline Calls and Crisis Chats is 14% higher than the same time in 2022. The number of Sheltered Clients, Shelter Stays, and Sheltered Nights of Safety have all increased in comparison to the same time in 2022. Hope Alliance would not be providing increased Shelter Services were it not for the unprecedented cooperation and Agreements with Williamson County.



Commissioners Court - Regular Session**26.****Meeting Date:** 10/31/2023

Safety Net Clinic Support

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Subrecipient Agreement between Williamson County and Hill Country Medical Ministries, LLC (known as Samaritan Health Ministries) to provide healthcare for eligible uninsured residents of Williamson County, to be funded through American Rescue Plan Act (ARPA) with a not-to-exceed amount of \$200,000.

Background

On August 29th, 2023, the Commissioners Court approved \$200,000 of funding to support the mission of safety net providers, Samaritan Health Ministries and Sacred Heart Community Clinic. The attached ARPA agreement has been reviewed by Hal Hawes and Julie Kiley. The clinics provide qualifying patients with primary care, well woman, dental and mental health services. Low-income Williamson County residents that are uninsured, at/or less than 200% of the Federal Poverty Level, and have no other funding source are eligible to receive services. Eligible patients must also be U.S. residents, or a lawful permanent resident in the U.S. Access to affordable medical and dental care helps individuals remain employed, reduces unnecessary emergency room department visits and helps avoid enrollment in the County's Indigent Healthcare Program (WilCo Care) that is required to be funded by counties, per State of Texas statutes. Allocations provided on September 14, 2023, from the Tobacco Account and this ARPA agreement will continue the support and partnership that Williamson County has had for many years with the clinics. The funding will continue the financial support that is no longer available through the Medicaid Waiver DSRIP program.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ARPA Agreement Samaritan Health

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 08:56 AM

Started On: 10/25/2023 03:48 PM

**SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND HILL COUNTRY MEDICAL MINISTRIES, LLC
FOR HEALTHCARE FOR UNINSURED**

**WITH FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)**

This SUBRECIPIENT Agreement ("Agreement") is between Williamson County (the "COUNTY"), a political subdivision of the State of Texas, and Hill Country Medical Ministries, LLC, D/B/A Samaritan Health Ministries ("SUBRECIPIENT"), a Texas nonprofit 501(c)3 tax-exempt organization, (collectively, the "Parties"), and shall be effective on May 1, 2023 ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act ("ARPA") to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("SLFRF FUNDS") authorized the ARPA (A.L.N. #21.027) to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the COUNTY has received SLFRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of SLFRF FUNDS (31 CFR Part 35 and may be found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLFRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLFRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson County.

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW

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:

SUBRECIPIENT will provide primary care services, well woman, dental and mental health visits ("visits") for SUBRECIPIENT's patients residing in Williamson County and meeting the eligibility criteria set out in this Agreement.

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

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

II.
PAYMENT

The COUNTY shall make available an amount of up to **\$200,000 (TWO HUNDRED THOUSAND DOLLARS)** to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

Williamson County approves and pays reimbursement requests within thirty (30) days of receipt of a complete request. Errors in the reimbursement request, including insufficient documentation, may result in payment delays. SUBRECIPIENT is responsible for submitting a complete and accurate reimbursement request. Payment is considered made on the date postmarked.

Each reimbursement request must contain the following supporting documentation:

- i. Signed Request for Reimbursement (RFR) form
- ii. List with non-identifiable information that includes number of clients assisted with medical and related services provided
- iii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR
- iv. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
- v. Invoices of all other expenditures
- vi. Proof of payment of all expenditures

III.

TERM/TERMINATION

This Agreement shall become effective upon signature by both Parties and shall continue in full force and effect until December 31, 2026, unless terminated earlier in accordance with this Agreement. If at any time SUBRECIPIENT state contract is suspended or revoked, or if SUBRECIPIENT becomes excluded, debarred, or suspended from any federal program, this Agreement automatically terminates effective on the date of the suspension, revocation, or exclusion, and SUBRECIPIENT must submit a final, formal statement in the manner set out above and below requesting payment.

The COUNTY may immediately terminate this Agreement, without prior notice, if SUBRECIPIENT fails to perform any obligation found herein and the failure:

- i. Creates a potential threat to health or safety: or
- ii. Violated a law, ordinance, or regulation designed to protect health or safety.

Either party may terminate this Agreement without cause giving ninety (90) days written notice to the other party. Upon receipt of notice to terminate, SUBRECIPIENT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders to contracts are chargeable to this Agreement. Any and all assets purchased under this Agreement shall transfer to the COUNTY for purposes outlined herein.

Within ninety (90) days after receipt of a notice of termination, SUBRECIPIENT agrees to submit an invoice showing, in detail, the services performed under this Agreement up to and including the date of termination.

Force Majeure: In the event that either Party is unable to perform its any of its obligation under the Agreement or to enjoy any of the benefits because of natural disaster, global pandemic, actions or decrees of governmental bodies or communication line failure not the fault of the affected party (referred to as a "Force Majeure Event"), the party who has been so affected immediately agrees to give notice to the other part and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been affected may terminate the Agreement immediately by giving written notice to the other Party.

IV. AMENDMENTS

This Contract may not be amended without a written agreement; however, SUBRECIPIENT may move up to 10% of allocated funds within any budget category without written approval of the COUNTY, except for Equipment or Indirect Cost budget line items, if the movement is consistent with the budget in Appendix B. To move any amount over and above a cumulative total of 10% of allocated funds within any budget category, SUBRECIPIENT must submit a written request to COUNTY and receive written approval of same.

V.

STANDARDS FOR FINANCIAL MANAGEMENT

In accordance with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, SUBRECIPIENT will develop, implement and maintain financial management and control systems, which include at a minimum accurate payroll, accounting and financial reporting records, cost source documentation, effective internal and budgetary controls, and determination of reasonableness, allowability and allocability of costs, and timely and appropriate audits and resolution findings.

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- i. Identify and record valid transactions
- ii. Record transactions to the proper accounting period in which transactions occurred
- iii. Describe transactions in sufficient detail to permit proper classification
- iv. Maintain records that permit the tracing of funds to a level of detail that establishes that the funds have been used in compliance with contract requirements
- v. Adequately identify the source and application of funds of each grant contract
- vi. Generate current and accurate financial reports in accordance with contract requirements

VI. MONITORING

SUBRECIPIENT agrees that COUNTY will, until the expiration of the federal retention period as referenced in 2 CFR 200.334, have access to and the right to examine at reasonable times any directly pertinent books, papers, and records (hard copy, as well as computer generated data) of the sub-recipient involving transactions related to this Agreement. This right to audit also extends to any obligations assigned to any subcontracts or agreements formed between SUBRECIPIENT and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of SUBRECIPIENT's obligations to COUNTY under this Agreement. The SUBRECIPIENT agrees that COUNTY will have access during normal working hours to all necessary facilities, staff, and workspace to conduct audits. The COUNTY will provide the SUBRECIPIENT with reasonable advance notice of intended audits. The SUBRECIPIENT must provide records within ten (10) business days or a mutually agreed upon timeline. SUBRECIPIENT may withhold any information that it is mandated to withhold to comply with state or federal law.

VII. ALLOWABLE COSTS

COUNTY payment to SUBRECIPIENT does not preclude COUNTY from determining that certain costs were ineligible for reimbursement. If the COUNTY determines that a cost the COUNTY has paid for is ineligible for reimbursement, the SUBRECIPIENT will refund the ineligible amount to the COUNTY. COUNTY will determine whether costs submitted by SUBRECIPIENT are allowable and eligible for reimbursement. If COUNTY has paid funds to SUBRECIPIENT for unallowable or ineligible costs, COUNTY will notify SUBRECIPIENT in writing, and SUBRECIPIENT shall return the funds to COUNTY within thirty (30) calendar days of the date of this written notice. COUNTY

may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX. EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- iv. Adequate maintenance procedures must be developed to keep the property in good condition.
- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT,
AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027). SUBRECIPIENT shall submit to the Williamson County Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

XII.
INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII.
SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XIV.
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLFRF FUNDS described herein.

XV.
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission *if required* by Texas Government Code Section 2252.908, as amended.

XVI.
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

COUNTY;

County Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

County Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

SUBRECIPIENT:

Samaritan Health Ministries
c/o John Clark – Executive Director
904 Crystal Falls Parkway
Leander, Texas 78641

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson County, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below.

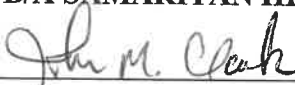
COUNTY:

SUBRECIPIENT:

WILLIAMSON COUNTY, TEXAS

**HILL COUNTRY MEDICAL MINISTRIES, LLC
D/B/A SAMARITAN HEALTH MINISTRIES**

Authorized Signature



Authorized Signature

Printed Name

JOHN M. CLAZIC

Printed Name

Date: _____, 2023

Date: 10-25, 2023

APPENDIX A – Scope of Services

Project Goals and Objectives:

The goal of this project is to provide no cost medical and dental services to low-income, uninsured residents of Williamson County who are living at or below 200% of the Federal Poverty Level. Providing healthcare services will help improve the community's health status by expanding access to affordable medical and dental care to those that might otherwise seek services at emergency departments of medical hospitals.

Project Description and Services Provided:

The COUNTY will pay SUBRECIPIENT Two Hundred and Seventy Dollars (\$270.00) per qualifying patient primary care, well woman, dental or mental health visit. SUBRECIPIENT's patients meeting the eligibility criteria set out in Appendix A are eligible for payment. The project will provide wrap-around services to individuals meeting program criteria. Individualized essential services may include some or all of the following:

- General Outpatient Medical Services
- Annual Well-Woman Exams and Cancer Screenings
- Pharmacy Services with limited prescription medications
- Laboratory Services
- Limited Mental Health Counseling
- Diabetic Screening, Treatment and Education
- Nutrition Counseling and Support Groups
- Dental Screening Exams and Digital Radiographs
- Dental Restorative Services, including Composite Restorations
- Dental Extractions
- Dental Prophylaxis, Periodontal Scaling and Root Planing
- Oral Hygiene Education
- Crowns, Bridges and Partial Dentures

Eligibility Requirements:

For a patient to be eligible for the *Two Hundred Seventy Dollars* (\$270.00) payment of the visit to a SUBRECIPIENT's clinic by the COUNTY, a patient must meet all of the following criteria:

- (a) Each patient must be a Williamson County resident who is also either a U.S. Resident or Lawful Permanent Resident (Lawful Permanent Residents, also known as "green card" holders, or are non-citizens who are lawfully authorized to live permanently within the United States);
- (b) The patient must have a face-to-face encounter or eligible tele-medicine encounter between an eligible patient and one of the following health care professionals (Psychiatrist, LCSW, LPC, Ph.D., Psychologist, Dentist, Dental Hygienist, Physician, or Nurse Practitioner). A qualifying patient visit is a face-to-face assessment, evaluation, mental health status exam, diagnostic interview, psychiatric medication management visit, therapy session, a primary care, or dental visit.
- (c) Each mental health, primary care or dental patient should have progress notes for visits that document the patient's progress or lack of progress, provided that nothing in this Agreement is intended to require any specific documentation or recordkeeping requirements, it being understood by the parties that services provided by SUBRECIPIENT

pursuant to this Agreement shall be documented and recorded in accordance with SUBRECIPIENT's customary practices and procedures, which practices and procedures shall comply with industry standards.

(d) Missed sessions, phone sessions, consultations without the patient are not billable. Collaborative phone calls and conferences are considered to be part of the covered session, and cannot be billed separately.

(e) A patient may have multiple qualifying patient visits with a different healthcare professional for separate face-to-face or tele-medicine assessment, evaluations, mental health status exams, diagnostic interviews, psychiatric medication management visits, therapy sessions, a primary care visit, and/or dental visits during the same day. Each different and separate qualifying patient visit during the same day may be billed separately.

(f) Except for funding from the Program, there is no other funding source that will pay for the patient's visit.

APPENDIX B – Program or Project Budget/Allowable Expenses

(Incorporated herein as if copied in full)

FUNDING METRICS AND OUTCOMES:

Provide healthcare and wrap-around services	667 visits
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SAMARITAN HEALTHCARE MINISTRIES ARPA BUDGET

2023 -2024 BUDGET

Healthcare visits (\$270/visit x 667 visits)	\$180,000
Program administration (not to exceed allowable 10%)	\$ 20,000
TOTAL NOT TO EXCEED	\$200,000

Commissioners Court - Regular Session**27.****Meeting Date:** 10/31/2023

Safety Net Clinic Support

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Subrecipient Agreement between Williamson County and Sacred Heart Community Clinic to provide healthcare for eligible uninsured residents of Williamson County, to be funded through American Rescue Plan Act (ARPA) with a not-to-exceed amount of \$200,000.

Background

On August 29th, 2023 the Commissioners Court approved \$200,000 of funding to support the mission of safety net providers, Samaritan Health Ministries and Sacred Heart Community Clinic. The attached ARPA agreement has been reviewed by Hal Hawes and Julie Kiley. The clinics provide qualifying patients with primary care, well woman, dental and mental health services. Low-income Williamson County residents that are uninsured, at/or less than 200% of the Federal Poverty Level, and have no other funding source are eligible to receive services. Eligible patients must also be U.S. residents, or a lawful permanent resident in the U.S. Access to affordable medical and dental care helps individuals remain employed, reduces unnecessary emergency room department visits and helps avoid enrollment in the County's Indigent Healthcare Program (WilCo Care) that is required to be funded by counties, per State of Texas statutes. Allocations provided on September 14, 2023, from the Tobacco Account and this ARPA agreement will continue the support and partnership that Williamson County has had for many years with the clinics. The funding will continue the financial support that is no longer available through the Medicaid DSRIP program.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ARPA Agreement Sacred Heart

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 08:52 AM

Started On: 10/25/2023 02:41 PM

**SUBRECIPIENT AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND SACRED HEART COMMUNITY CLINIC
FOR HEALTHCARE FOR UNINSURED**

**WITH FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA) (A.L.N. 21.027)**

This SUBRECIPIENT Agreement ("Agreement") is between Williamson County, Texas (the "COUNTY"), a political subdivision of the State of Texas, and Sacred Heart Community Clinic, ("SUBRECIPIENT"), a Texas nonprofit 501(c)3 tax-exempt organization, (collectively, the "Parties"), and shall be effective on May 1, 2023 ("Effective Date"). The Parties have reviewed this Agreement and agree to the following:

WHEREAS, on March 11, 2020, the World Health Organization declared COVID-19 a worldwide pandemic; and

WHEREAS, on March 11, 2021, President Joseph Biden signed the American Rescue Plan Act ("ARPA") to provide support to the State and local governments to respond to the financial impacts of COVID-19 pandemic; and

WHEREAS, the State and Local Fiscal Recovery Funds ("SLFRF FUNDS") authorized the ARPA (A.L.N. #21.027) to be used to mitigate the ongoing effects of COVID-19 and support the nation's pandemic recovery; and

WHEREAS, the COUNTY has received SLFRF FUNDS to respond to the continuous impact of COVID-19 as outlined in the Final Rule promulgated by the Department of Treasury ("Treasury"); and

WHEREAS, Treasury has issued guidance for the use of SLFRF FUNDS (31 CFR Part 35 and may be found at: <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>) and will continue to issue guidance and clarification on the appropriate use of these funds; and

WHEREAS, the COUNTY and SUBRECIPIENT find that SLFRF FUNDS distributed in accordance with this Agreement shall meet the eligible uses outlined in the Treasury's Final Rule, and additional guidance; and

WHEREAS, the COUNTY and SUBRECIPIENT find that the program(s) or project(s) and related expenditures outlined in this Agreement is/are eligible under current SLFRF FUNDS guidance and rules promulgated by the U.S. Treasury and find that the program(s) or project(s) outlined herein will mitigate the ongoing effects of COVID-19 and support pandemic recovery in Williamson COUNTY.

THEREFORE, the Parties agree as follows:

I.
GENERAL OVERVIEW

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:

SUBRECIPIENT will provide primary care services, well woman, dental and mental health visits ("visits") for Sacred Heart Community Clinic patients residing in Williamson COUNTY and meeting the eligibility criteria set out in this Agreement.

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may withhold all or part of any payments to SUBRECIPIENT to offset reimbursement for any unallowable or ineligible expenditure that SUBRECIPIENT has not refunded to COUNTY, or if required financial report(s) are not submitted by the due date(s).

VIII. INDEPENDENT SINGLE OR PROGRAM SPECIFIC AUDIT

If SUBRECIPIENT, within SUBRECIPIENT'S fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, SUBRECIPIENT shall have a single audit or program-specific audit in accordance with the 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of State and local agency awards.

IX. EQUIPMENT

Any purchase of equipment must be consistent with the Uniform Guidance at 2 CFR Part 200 Subpart D. Equipment acquired under this Agreement must be used for the originally authorized purpose. Consistent with 2 CFR 200.313, any equipment acquired using federal funds shall vest in the non-Federal entity.

Procedures for managing equipment must meet the following requirements:

- i. Property records must be maintained that include a description of the property, a serial number or other identification number, the source of funding for the property, name of title holder, acquisition date, cost of the property, percentage of Federal participation in the project costs for the Federal award under which the property was acquired, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- ii. A physical inventory of the property must be taken, and the results reconciled with the property records at least once every two years.
- iii. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
- iv. Adequate maintenance procedures must be developed to keep the property in good condition.
- v. If the non-Federal entity is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

Disposition. When original or replacement equipment acquired under this Agreement is no longer needed or in use for the project or program outlined herein, SUBRECIPIENT must request disposition instructions from the COUNTY.

X.
LEGAL COMPLIANCE, PERFORMANCE MEASUREMENT,
AND REQUIRED REPORTING

SUBRECIPIENT shall comply with all applicable federal, state and local laws and regulations governing the expenditure of funds under this Agreement, including but not limited to additional requirements for U.S. Department of The Treasury Coronavirus Local Fiscal Recovery Fund award terms and conditions compliance related to the American Rescue Plan Act (ARPA) (C.F.D.A. 21.027). SUBRECIPIENT shall submit to the Williamson COUNTY Auditor's office all necessary invoicing and appropriate documentation evidencing expenditures and that said expenditures are Allowable Expenditures. Allowable Expenditures are limited to those expenditures shown in Appendix B. Additional reports and documentation may be required as requested by COUNTY in the approved format.

XI.
DEBARMENT AND SYSTEM FOR AWARD MANAGEMENT

SUBRECIPIENT is not entitled to receive payment under this Agreement for services performed by any personnel who have been excluded, debarred, or suspended under a federal program, unless given explicit permission by the COUNTY. SUBRECIPIENT agrees to maintain an active registration in the System for Award Management (SAM.gov)

XII.
INDEPENDENT CONTRACTORS

It is understood that any relationship created by this Agreement between the Parties shall be that of independent contractors. Under no circumstances shall either Party be deemed an employee of the other nor shall either Party act as an agent of the other Party. Any and all joint venture, joint enterprise, or partnership status is hereby expressly denied, and the Parties expressly state that they have not formed expressly or impliedly a joint venture, joint enterprise, or partnership.

XIII.
SUBCONTRACTING AUTHORITY

SUBRECIPIENT may enter into contracts as necessary for the performance of the scope of services outlined in this Agreement. SUBRECIPIENT agrees to act in good faith and shall comply with all applicable purchasing laws in choosing subcontractors and executing any contracts pursuant to this Agreement.

XIV.
DOCUMENTATION

SUBRECIPIENT shall keep and maintain, for a period not less than five (5) years after December 31, 2026, any and all records relating to use of the SLFRF FUNDS described herein.

XV.
FORM 1295 COMPLIANCE

SUBRECIPIENT acknowledges and agrees that it has fully, accurately, and completely disclosed all interested parties and has acknowledged the completeness of this disclosure by filing Form 1295 "Certificate of Interested Parties" with the Texas Ethics Commission *if required* by Texas Government Code Section 2252.908, as amended.

XVI.
NOTICE

Any notice required or permitted to be delivered hereunder shall be deemed to have been given when personally delivered, or if mailed, seventy-two hours after deposit of the same in the United States Mail, postage prepaid, certified, or registered, return receipt requested, properly addressed to the Parties hereto at the respective addresses set forth below, or at such other addresses as they shall specify by written notice delivered to the following addresses:

COUNTY;

COUNTY Judge
710 Main Street, Suite 101
Georgetown, Texas 78628

and

COUNTY Auditor
710 Main Street, Suite 301
Georgetown, Texas 78628

SUBRECIPIENT:

Sacred Health Community Clinic
c/o Liz Burton Garcia – Executive Director
620 Round Rock West Drive
Round Rock, Texas 78681

XVII.
SEVERABILITY

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

XVIII.
VENUE AND APPLICABLE LAW

Venue of this Agreement shall be Williamson COUNTY, Texas, and the laws of the State of Texas shall govern all terms and conditions.

XIX.
ENTIRE AGREEMENT

This Agreement represents the entire understanding between the Parties and supersedes all prior representations.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below.

COUNTY:

WILLIAMSON COUNTY, TEXAS

Authorized Signature

Printed Name

Date: _____, 2023

SUBRECIPIENT:

SACRED HEART COMMUNITY CLINIC



Authorized Signature

Liz Burton-Carica
Printed Name

Date: 10/25, 2023

APPENDIX A – Scope of Services

Project Goals and Objectives:

The goal of this project is to provide no cost medical and dental services to low-income, uninsured residents of Williamson COUNTY who are living at or below 200% of the Federal Poverty Level. Providing healthcare services will help improve the community's health status by expanding access to affordable medical and dental care to those that might otherwise seek services at emergency departments of medical hospitals.

Project Description and Services Provided:

The COUNTY will pay SUBRECIPIENT Two Hundred and Seventy Dollars (\$270.00) per qualifying patient primary care, well woman, dental or mental health visit. SUBRECIPIENT patients meeting the eligibility criteria set out in Appendix A are eligible for payment. The project will provide wrap-around services to individuals meeting program criteria. Individualized essential services may include some or all of the following:

- General Outpatient Medical Services
- Annual Well-Woman Exams and Cancer Screenings
- Pharmacy Services with limited prescription medications
- Laboratory Services
- Limited Mental Health Counseling
- Diabetic Screening, Treatment and Education
- Nutrition Counseling and Support Groups
- Dental Screening Exams and Digital Radiographs
- Dental Restorative Services, including Composite Restorations
- Dental Extractions
- Dental Prophylaxis, Periodontal Scaling and Root Planing
- Oral Hygiene Education
- Crowns, Bridges and Partial Dentures

Eligibility Requirements:

For a patient to be eligible for the *Two Hundred Seventy Dollars* (\$270.00) payment of the visit to a SUBRECIPIENT clinic by the COUNTY, a patient must meet all of the following criteria:

(a) Each patient must be a Williamson County resident who is also either a U.S. Resident or Lawful Permanent Resident (Lawful Permanent Residents, also known as “green card” holders, or are non-citizens who are lawfully authorized to live permanently within the United States);

(b) The patient must have a face-to-face encounter or eligible tele-medicine encounter between an eligible patient and one of the following health care professionals (Psychiatrist, LCSW, LPC, Ph.D., Psychologist, Dentist, Dental Hygienist, Physician, or Nurse Practitioner). A qualifying patient visit is a face-to-face assessment, evaluation, mental health status exam, diagnostic interview, psychiatric medication management visit, therapy session, a primary care, or dental visit.

(c) Each mental health, primary care or dental patient should have progress notes for visits that document the patient's progress or lack of progress, provided that nothing in this Agreement is intended to require any specific documentation or recordkeeping requirements, it being understood by the parties that services provided by SUBRECIPIENT

pursuant to this Agreement shall be documented and recorded in accordance with SUBRECIPIENT's customary practices and procedures, which practices and procedures shall comply with industry standards.

(d) Missed sessions, phone sessions, consultations without the patient are not billable. Collaborative phone calls and conferences are considered to be part of the covered session, and cannot be billed separately.

(e) A patient may have multiple qualifying patient visits with a different healthcare professional for separate face-to-face or tele-medicine assessment, evaluations, mental health status exams, diagnostic interviews, psychiatric medication management visits, therapy sessions, a primary care visit, and/or dental visits during the same day. Each different and separate qualifying patient visit during the same day may be billed separately.

(f) Except for funding from the Program, there is no other funding source that will pay for the patient's visit.

APPENDIX B – Program or Project Budget/Allowable Expenses

(Incorporated herein as if copied in full)

FUNDING METRICS AND OUTCOMES:

Provide healthcare and wrap-around services	667 visits
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SACRED HEART COMMUNITY CLINIC ARPA BUDGET

2023 -2024 BUDGET

Healthcare visits (\$270/visit x 667 visits)	\$180,000
Program administration (not to exceed allowable 10%)	\$ 20,000
TOTAL NOT TO EXCEED	\$200,000

Commissioners Court - Regular Session**28.****Meeting Date:** 10/31/2023

Business Associate Agreement Samaritan Health

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Business Associate Agreement between Williamson County, Texas and Samaritan Health Ministries.

Background

This Business Associate Agreement is required for collection of data and reporting required with ARPA agreement with safety net clinic. The agreement helps comply with requirements of HIPAA for collection and use of personal health information.

Fiscal Impact

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

Attachments

Business Associate Agreement Samaritan Health

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 08:56 AM

Started On: 10/25/2023 04:04 PM

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**Agreement**”), is entered into by and between **Williamson County, Texas** (“**Covered Entity**”) and **Samaritan Health Ministries** (“**Business Associate**”) (each a “**Party**” and collectively the “**Parties**”). Williamson County, TX is a political subdivision of the State of Texas acting through its governing body, and Business Associate is Samaritan Health Ministries with offices located at: 904 Crystal Falls Parkway Leander, TX 78641.

WHEREAS, Covered Entity and Business Associate are parties to one or more agreements and/or may in the future become parties to additional agreements (collectively, the “**Underlying Agreements**”), pursuant to which Business Associate provides certain services to Covered Entity and, in connection with such services, creates, receives, uses or discloses for or on behalf of Covered Entity certain individually identifiable Protected Health Information relating to patients of Covered Entity (“**PHI**”) that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act Title XIII of Division A of the American Recovery and Reinvestment Act, 2009 (HITECH Act) and regulations promulgated there under, as such law and regulations may be amended from time to time (collectively, “**HIPAA**”); and

WHEREAS, Covered Entity and Business Associate wish to comply in all respects with the requirements of HIPAA, including requirements applicable to the relationship between a covered entity and its business associates;

NOW, THEREFORE, the parties agree that each of the Underlying Agreements shall hereby be amended as follows:

1. Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the Health Information Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d (“**HIPAA**”), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 (“**HITECH**”), and any current and future regulations promulgated under HIPAA or HITECH: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Definitions.

- (a) “Breach”- shall have same meaning given to such term as defined in 45 CFR § 164.402.
- (b) “Business Associate” shall have the same meaning given to such term as defined in 45 CFR § 160.103.
- (c) “Covered Entity” shall have the same meaning given to such term as defined in 45 CFR § 160.103.
- (d) “Designated Record Set” shall have the same meaning given to such term as defined in 45 CFR § 164.501.
- (e) “Disclosure” shall have the same meaning given to such terms as defined in 45 CFR §160.103.
- (f) “Electronic Protected Health Information” or “e-PHI” shall have the same meaning given to such term as defined in 45 CFR §160.103 limited to the information transmitted or maintained by the Business Associate in electronic form format or media.
- (g) “Individual” shall have the same meaning given to such term as defined in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- (h) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E respectively.
- (i) “Protected Health Information” or “PHI” shall have the same meaning given to such term as defined in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

- (j) "Required By Law" shall have the same meaning given such term as defined in 45 CFR§ 164.103 and The Health Information Technology for Economic and Clinical Health Act (HITECH) Division A: Title XIII, Subtitle D.
- (k) "Security" or "Security Measures" encompass all of the administrative, physical, and technical safeguards in an information system specified in subpart C of 45, CFR § 164.
- (l) "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information as specified in subparts A and C in 45 C.F.R. Parts 160 and 164, respectively.
- (m) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

2. Obligations and Activities of Business Associate.

- (a) Business Associate may not use or disclose protected health information other than as permitted or required by the Underlying Agreement or as required by law:
- (b) Business Associate agrees to use appropriate safeguards, including without limitation, administrative, physical and technical safeguards, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to reasonably and appropriately employ the same standards as required by law to, protect the confidentiality, integrity and availability of any electronic Protected Health Information (e-PHI) that it may receive, maintain or transmit on behalf of the Covered Entity in compliance with Subpart C of 45 CFR Part 164.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement or any security incident of which it becomes aware, involving Protected Health Information of the Covered Entity as required at 45 CFR 164.410.
- (e) Business Associate must in accordance with 45 CFR §164.502(e)(l)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors, agents or affiliates of the Business Associate that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Subject to the United States and State of Texas export control and foreign outsourcing laws, rules and regulations, the Business Associate will require any of its subcontractors and agents either based in the United States or a foreign country, to provide a reasonable assurance, evidenced in writing, that the subcontractor or agent will comply with the same privacy and security obligations as the Business Associate with respect to such PHI either set forth in this Agreement or in applicable law, rules and regulations.
- (f) Business Associate agrees to provide access, at the written request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR §164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the written request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- (h) Business Associate agrees to make available internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a

request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

- (j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section (2)(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- (k) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that Business Associate is required to comply with the confidentiality, disclosure and re-disclosure requirements of Texas law to the extent such requirements may be applicable.
- (l) If Business Associate, in performance of the contracted services, extends, renews or continues credit to patients or regularly allows patients to defer payment for services including setting up payment plans in connection with one or more covered accounts, as defined at 16 C.F.R. § 681.2(b)(3), the Business Associate shall comply with the Federal Trade Commission's "Red Flag" Rules, if applicable, or develop and implement a written identity theft prevention program designed to identify, detect, mitigate and respond to suspicious activities that could indicate that identity theft has occurred in the Business Associate practice or business.
- (m) Business Associate understands and agrees that it will not access or use any Protected Health Information of any patient except for those patients whose accounts have been assigned to Business Associate, and it will further limit access to that Protected Health Information that is necessary to the activities undertaken by Business Associate on behalf of Covered Entity.
- (n) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(l)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "Marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316, at such time as the requirements are applicable to Business Associate.

3. Permitted Uses and Disclosures by Business Associate.

In case Business Associate obtains or creates Protected Health Information, Business Associate may use or disclose Protected Health Information, or any information derived from that Protected Health Information, only as explicitly permitted in the underlying agreement, and only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). It means that:

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Business Associate understands and agrees that its access to Protected Health Information stored in databases and information systems at the Covered Entity is subject to review and audit by the Covered Entity or agents of the State of Texas at any time, that remote audits of such access may

occur at any time, that on-site audits of such access will be conducted during regular business hours, and that any review or audit may occur with or without prior notice by the Covered Entity.

4. Responsibilities of the Parties with Respect to Protected Health Information

- (a) Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, Covered Entity hereby agrees:
- (1) to inform the Business Associate of any limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) to inform the Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose Protected Health Information, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
 - (3) to notify the Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement. Except if the Business Associate will use or disclose Protected Health Information for (and the Underlying Agreement includes provisions for) data aggregation or management and administration and legal responsibilities of the Business Associate, Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rule if done by the Covered Entity.

5. Application of Security and Privacy Provisions to Business Associate.

- (a) Security Measures: 45 CFR §164.308, 164.310, 164.312 and 164.316, dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate as Required By Law. Any additional security requirements contained in Division A Title XIII Health Information Technology of the American Recovery and Reinvestment Act that apply to Covered Entity shall also apply to Business Associate as of February 17, 2010. Business Associates that require access to Covered Entity electronic patient systems and electronic infrastructure systems (either on site or remote) will supply the necessary information of employees to uniquely identify such employees, as employees with a need to access systems and will supply to Covered Entity Information Security Officer a valid state or federal issued photo ID for such employees to receive a unique user name and password to access the system(s).
- (b) Application of Civil and Criminal Penalties- If Business Associate violates any security provision as Required By Law specified in subparagraph (a) above, sections 1176 and 1177 of the Social Security Act 42 U.S.C. §1320d-5, 1320d-6 shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such security provision.

6. Information Breach Notification Requirements.

- (a) Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary of the Department of Health and Human Services and the Individual in case of a security breach of unsecured Protected Health Information (as defined in 45 CFR §164.402).
- (b) Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured Protected Health Information, Business Associate without unreasonable delay and in no case later than thirty (30) days following the discovery of a breach of such information, shall notify Covered Entity of such breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during the breach.

- (c) Covered Entity and Business Associate recognizes that the Unsecured Protected Health Information may contain the social security numbers, financial account information or driver's license number or non-driver identification card number. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

7. Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the Effective Date (as defined below), and shall terminate at termination of underlying agreement or on the date Covered Entity terminates this agreement for cause as authorized on paragraph (b) of this section, whichever is sooner.
- (b) Termination for Cause. The parties acknowledge that in the event the Covered Entity learns of a pattern or activity or practice of the Business Associate that constitutes violation of a material term of this Agreement, then the parties promptly shall take reasonable steps to cure the violation. If such steps are, in the judgment of the Covered Entity, unsuccessful, ineffective or not feasible, then the Covered Entity may terminate, in its sole discretion, any or all of the Underlying Agreements upon written notice to the Business Associate, if feasible, and if not feasible, shall report the violation to the Secretary of the Department of Health and Human Services.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement(s) for any reason, Business Associate shall return or destroy all Protected Health Information pursuant to 45 CFR § 164.504(e)(2)(i) received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification, in writing, of the conditions that make return or destruction infeasible. Said notification shall include: (i) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. The Covered Entity may disagree with the Business Associate's determination. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractors and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of Protected Health Information infeasible.
- (d) Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon termination or expiration of the Underlying Agreement.
- (e) Effective Date. The effective date of this Agreement (the "Effective Date") shall be the date of the last signature below.

8. Insurance and Indemnification.

Indemnification. The Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents or other members of its workforce from any costs, damages, expenses, judgments, losses, and attorney's fees arising from any breach of this Agreement by Business Associate, or arising from any negligent or wrongful acts or omissions of Business Associate, including failure to perform its obligations under the Privacy Rule. The Business Associate's indemnification obligation shall survive the expiration or termination of this Agreement for any reason.

9. Miscellaneous.

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- (b) Agreement. The Parties agree to take such action as is necessary to amend the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law §104-191; provided, however, that no Agreement shall be deemed valid unless signed by both parties.
- (c) Amendments / Waiver. This agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to a waiver of any right or remedy as to subsequent events. The Parties agree to take such actions as is necessary to amend this agreement from time to time as is necessary for compliance with the requirements of the HIPAA rules and any other applicable law.
- (d) Survival. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement and/or the Underlying Agreements, as shall the rights of access and inspection of Covered Entity.
- (e) No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.
- (g) Equitable Relief. Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Attachment will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

10. Governing Law; Conflict.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Williamson County, Texas. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

Executed to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY, TX

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

BUSINESS ASSOCIATE

By: John M. Clark

Printed Name: JOHN M. CLARK

Title: EXECUTIVE DIRECTOR

Date: 10-25, 2023

Commissioners Court - Regular Session**29.****Meeting Date:** 10/31/2023

Business Associate Agreement Sacred Heart Clinic

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

Information**Agenda Item**

Discuss, consider and take appropriate action on Business Associate Agreement between Williamson County, Texas and Sacred Heart Community Clinic.

Background

This Business Associate Agreement is required for collection of data and reporting required with ARPA agreement with safety net clinic. The agreement helps comply with requirements of HIPAA for collection and use of personal health information.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Business Associate Agreement Sacred Heart

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 08:57 AM

Started On: 10/25/2023 04:16 PM

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**"), is entered into by and between **Williamson County, Texas** ("**Covered Entity**") and Sacred Heart Clinic ("**Business Associate**") (each a "**Party**" and collectively the "**Parties**"). Williamson County, TX is a political subdivision of the State of Texas acting through its governing body, and Business Associate is Sacred Heart Clinic with offices located at: Round Rock, TX.

WHEREAS, Covered Entity and Business Associate are parties to one or more agreements and/or may in the future become parties to additional agreements (collectively, the "**Underlying Agreements**"), pursuant to which Business Associate provides certain services to Covered Entity and, in connection with such services, creates, receives, uses or discloses for or on behalf of Covered Entity certain individually identifiable Protected Health Information relating to patients of Covered Entity ("**PHI**") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act Title XIII of Division A of the American Recovery and Reinvestment Act, 2009 (HITECH Act) and regulations promulgated there under, as such law and regulations may be amended from time to time (collectively, "**HIPAA**"); and

WHEREAS, Covered Entity and Business Associate wish to comply in all respects with the requirements of HIPAA, including requirements applicable to the relationship between a covered entity and its business associates;

NOW, THEREFORE, the parties agree that each of the Underlying Agreements shall hereby be amended as follows:

1. Catch-all definition: The following terms used in this Agreement shall have the same meaning as those terms in the Health Information Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("**HIPAA**"), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 ("**HITECH**"), and any current and future regulations promulgated under HIPAA or HITECH: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Definitions.

- (a) "Breach"- shall have same meaning given to such term as defined in 45 CFR § 164.402.
- (b) "Business Associate" shall have the same meaning given to such term as defined in 45 CFR § 160.103.
- (c) "Covered Entity" shall have the same meaning given to such term as defined in 45 CFR § 160.103.
- (d) "Designated Record Set" shall have the same meaning given to such term as defined in 45 CFR § 164.501.
- (e) "Disclosure" shall have the same meaning given to such terms as defined in 45 CFR § 160.103.
- (f) "Electronic Protected Health Information" or "e-PHI" shall have the same meaning given to such term as defined in 45 CFR § 160.103 limited to the information transmitted or maintained by the Business Associate in electronic form format or media.
- (g) "Individual" shall have the same meaning given to such term as defined in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- (h) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E respectively.

- (i) "Protected Health Information" or "PHI" shall have the same meaning given to such term as defined in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (j) "Required By Law" shall have the same meaning given such term as defined in 45 CFR § 164.103 and The Health Information Technology for Economic and Clinical Health Act (HITECH) Division A: Title XIII, Subtitle D.
- (k) "Security" or "Security Measures" encompass all of the administrative, physical, and technical safeguards in an information system specified in subpart C of 45, CFR § 164.
- (l) "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information as specified in subparts A and C in 45 C.F.R. Parts 160 and 164, respectively.
- (m) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

2. Obligations and Activities of Business Associate.

- (a) Business Associate may not use or disclose protected health information other than as permitted or required by the Underlying Agreement or as required by law:
- (b) Business Associate agrees to use appropriate safeguards, including without limitation, administrative, physical and technical safeguards, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to reasonably and appropriately employ the same standards as required by law to, protect the confidentiality, integrity and availability of any electronic Protected Health Information (e-PHI) that it may receive; maintain or transmit on behalf of the Covered Entity in compliance with Subpart C of 45 CFR Part 164.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement or any security incident of which it becomes aware, involving Protected Health Information of the Covered Entity as required at 45 CFR 164.410.
- (e) Business Associate must in accordance with 45 CFR §164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors, agents or affiliates of the Business Associate that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Subject to the United States and State of Texas export control and foreign outsourcing laws, rules and regulations, the Business Associate will require any of its subcontractors and agents either based in the United States or a foreign country, to provide a reasonable assurance, evidenced in writing, that the subcontractor or agent will comply with the same privacy and security obligations as the Business Associate with respect to such PHI either set forth in this Agreement or in applicable law, rules and regulations.
- (f) Business Associate agrees to provide access, at the written request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR §164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the written request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- (h) Business Associate agrees to make available internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, or at the request of the Covered Entity to the

Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.

- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section (2)(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- (k) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that Business Associate is required to comply with the confidentiality, disclosure and re-disclosure requirements of Texas law to the extent such requirements may be applicable.
- (l) If Business Associate, in performance of the contracted services, extends, renews or continues credit to patients or regularly allows patients to defer payment for services including setting up payment plans in connection with one or more covered accounts, as defined at 16 C.F.R. § 681.2(b)(3), the Business Associate shall comply with the Federal Trade Commission's "Red Flag" Rules, if applicable, or develop and implement a written identity theft prevention program designed to identify, detect, mitigate and respond to suspicious activities that could indicate that identity theft has occurred in the Business Associate practice or business.
- (m) Business Associate understands and agrees that it will not access or use any Protected Health Information of any patient except for those patients whose accounts have been assigned to Business Associate, and it will further limit access to that Protected Health Information that is necessary to the activities undertaken by Business Associate on behalf of Covered Entity.
- (n) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "Marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316, at such time as the requirements are applicable to Business Associate.

3. Permitted Uses and Disclosures by Business Associate.

In case Business Associate obtains or creates Protected Health Information, Business Associate may use or disclose Protected Health Information, or any information derived from that Protected Health Information, only as explicitly permitted in the underlying agreement, and only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). It means that:

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the

person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- (c) Business Associate understands and agrees that its access to Protected Health Information stored in databases and information systems at the Covered Entity is subject to review and audit by the Covered Entity or agents of the State of Texas at any time, that remote audits of such access may occur at any time, that on-site audits of such access will be conducted during regular business hours, and that any review or audit may occur with or without prior notice by the Covered Entity.

4. Responsibilities of the Parties with Respect to Protected Health Information

- (a) Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, Covered Entity hereby agrees:

- (1) to inform the Business Associate of any limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) to inform the Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose Protected Health Information, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (3) to notify the Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement. Except if the Business Associate will use or disclose Protected Health Information for (and the Underlying Agreement includes provisions for) data aggregation or management and administration and legal responsibilities of the Business Associate, Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rule if done by the Covered Entity.

5. Application of Security and Privacy Provisions to Business Associate.

- (a) Security Measures: 45 CFR §164.308, 164.310, 164.312 and 164.316, dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate as Required By Law. Any additional security requirements contained in Division A Title XIII Health Information Technology of the American Recovery and Reinvestment Act that apply to Covered Entity shall also apply to Business Associate as of February 17, 2010. Business Associates that require access to Covered Entity electronic patient systems and electronic infrastructure systems (either on site or remote) will supply the necessary information of employees to uniquely identify such employees, as employees with a need to access systems and will supply to Covered Entity Information Security Officer a valid state or federal issued photo ID for such employees to receive a unique user name and password to access the system(s).
- (b) Application of Civil and Criminal Penalties- If Business Associate violates any security provision as Required By Law specified in subparagraph (a) above, sections 1176 and 1177 of the Social Security Act 42 U.S.C. §1320d-5, 1320d-6 shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such security provision.

6. Information Breach Notification Requirements.

- (a) Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary of the Department of Health and Human Services and the Individual in case of a security breach of unsecured Protected Health Information (as defined in 45 CFR §164.402).

- (b) Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured Protected Health Information, Business Associate without unreasonable delay and in no case later than thirty (30) days following the discovery of a breach of such information, shall notify Covered Entity of such breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during the breach.
- (c) Covered Entity and Business Associate recognizes that the Unsecured Protected Health Information may contain the social security numbers, financial account information or driver's license number or non-driver identification card number. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees or subcontractors.

7. Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the Effective Date (as defined below), and shall terminate at termination of underlying agreement or on the date Covered Entity terminates this agreement for cause as authorized on paragraph (b) of this section, whichever is sooner.
- (b) Termination for Cause. The parties acknowledge that in the event the Covered Entity learns of a pattern or activity or practice of the Business Associate that constitutes violation of a material term of this Agreement, then the parties promptly shall take reasonable steps to cure the violation. If such steps are, in the judgment of the Covered Entity, unsuccessful, ineffective or not feasible, then the Covered Entity may terminate, in its sole discretion, any or all of the Underlying Agreements upon written notice to the Business Associate, if feasible, and if not feasible, shall report the violation to the Secretary of the Department of Health and Human Services.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement(s) for any reason, Business Associate shall return or destroy all Protected Health Information pursuant to 45 CFR § 164.504(e)(2)(i) received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification, in writing, of the conditions that make return or destruction infeasible. Said notification shall include: (i) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. The Covered Entity may disagree with the Business Associate's determination. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractors and/or agents' use and/or disclosure of any Protected Health

Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of Protected Health Information infeasible.

- (d) Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon termination or expiration of the Underlying Agreement.
- (e) Effective Date. The effective date of this Agreement (the "Effective Date") shall be the date of the last signature below.

8. Insurance and Indemnification.

Indemnification. The Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents or other members of its workforce from any costs, damages, expenses, judgments, losses, and attorney's fees arising from any breach of this Agreement by Business Associate, or arising from any negligent or wrongful acts or omissions of Business Associate, including failure to perform its obligations under the Privacy Rule. The Business Associate's indemnification obligation shall survive the expiration or termination of this Agreement for any reason.

9. Miscellaneous.

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- (b) Agreement. The Parties agree to take such action as is necessary to amend the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law §104-191; provided, however, that no Agreement shall be deemed valid unless signed by both parties.
- (c) Amendments / Waiver. This agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to a waiver of any right or remedy as to subsequent events. The Parties agree to take such actions as is necessary to amend this agreement from time to time as is necessary for compliance with the requirements of the HIPAA rules and any other applicable law.
- (d) Survival. The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement and/or the Underlying Agreements, as shall the rights of access and inspection of Covered Entity.
- (e) No Third-Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.
- (g) Equitable Relief. Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Attachment will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any

requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

10. Governing Law; Conflict.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Williamson County, Texas. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

Executed to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY, TX

By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

BUSINESS ASSOCIATE

By: 

Printed Name: Liz Bortin-Barcia

Title: Exec. Director

Date: 10-25, 2023

Commissioners Court - Regular Session**30.****Meeting Date:** 10/31/2023

EMS|MC Agreement Update

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 regarding the Second Addendum to Billing Services Agreement (RFP #22RFP72) between Williamson County and EMS Management & Consultants, Inc. designating EMS Management & Consultants as the Custodian of Records for Williamson County Emergency Medical Services for the purpose of handling medical records requests on behalf of Williamson County Emergency Medical Services and responding to requests in accordance with job aid specifications as agreed to by the parties.

Background

Williamson County EMS' billing agency, EMS Management & Consultants, Inc. (EMS|MC), routinely serves as the Custodian of Records for their contracted ambulance providers for the purpose of responding to records requests. Williamson County EMS seeks to utilize this service by amending the contract to allow for the handling of these requests by EMS|MC at no additional cost to Williamson County. EMS|MC will respond to records requests in accordance with the job aid specifications reviewed, approved, and agreed upon by the parties. Williamson County EMS will continue to release records to any patient or representative who presents to EMS requesting their medical record and will coordinate with EMS|MC.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Second Addendum

Form Review**Inbox**

Hal Hawes

County Judge Exec Asst.

Form Started By: Theresia Carter

Final Approval Date: 10/26/2023

Reviewed By

Hal Hawes

Becky Pruitt

Date

10/25/2023 03:14 PM

10/26/2023 08:54 AM

Started On: 10/25/2023 03:08 PM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**SECOND ADDENDUM TO
BILLING SERVICES AGREEMENT
FOR WILLIAMSON COUNTY EMS**

(RFP #22RFP72)

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

THIS SECOND ADDENDUM TO BILLING SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **EMS Management & Consultants, Inc.** (hereinafter "EMS|MC"). The parties originally entered into an Agreement on April 13, 2022. EMS|MC is engaged as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Exhibit "D" is entered as follows:

Exhibit D

The County designates EMS|MC as Custodian of Records for the purpose of handling medical records requests on behalf of Williamson County Emergency Medical Services. Services will be provided under the current contract at no additional fees to the County. EMS|MC will respond to records requests in accordance with the job aid specifications as agreed upon by the parties.

II.

In all other respects, the Agreement is reaffirmed.

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

WILLIAMSON COUNTY:

EMS|MC:

Authorized Signature

Date: _____, 2023



Authorized Signature

Date: 10/25/23, 2023

Commissioners Court - Regular Session**31.****Meeting Date:** 10/31/2023

Approval of Service Agreement for Medical Equipment Maintenance with for Stryker for EMS Department

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 a one (1) Year Medical Equipment Maintenance Agreement for the EMS Department, in the amount of \$143,878.50 between Stryker and Williamson County, exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(7)(D) [Captive Replacement Parts or Components of Equipment] and authorizing the execution of this agreement.

Background

This is a comprehensive service agreement with Stryker for Medical Equipment Maintenance. The Stryker equipment purchase was exempted by Commissioners' Court as a sole source on 11.19.19 under agenda item #29 and this is a continuation of the preventative maintenance agreement of that equipment. The Funding Source 01.0100.0540.004500 and the point of contact is Mike Knipstein.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Service Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/26/2023 10:05 AM

10/26/2023 10:52 AM

Started On: 10/25/2023 03:12 PM



Williamson Cnty 1 Yr Prevent/Prevent NB

Quote Number: [REDACTED]

Version: 1

Prepared For: WILLIAMSON COUNTY EMS

Attn:

Rep: Lindsay Herman

Email:

Phone Number:

GPO: CUSTOMER CONTRACT

Service Rep: Chris Valencia / Logan McLemore

Quote Date: 10/06/2023

Expiration Date: 11/05/2023

Contract Start: 10/05/2023

Contract End: 10/04/2024

Email:

Delivery Address		End User - Shipping		Bill To Account	
Name:	WILLIAMSON COUNTY EMS	Name:	WILLIAMSON COUNTY EMS	Name:	WILLIAMSON COUNTY EMS
Account #:	[REDACTED]	Account #:	[REDACTED]	Account #:	[REDACTED]
Address:	3189 SE INNER LOOP	Address:	3189 SE INNER LOOP	Address:	3189 SE INNER LOOP
	GEORGETOWN		GEORGETOWN		GEORGETOWN
	Texas 78626-6388		Texas 78626-6388		Texas 78626-6388
Attn:	Kirk Becker 512-430-0991				

ProCare Products:

#	Product	Description	Months	Qty	Sell Price	Total
1.0	STR-CHAIR-PROCARE	PROCARE-SVC-STAIR-CHA R √ Parts, Labor, Travel √ Preventative Maintenance	12	21	\$269.10	\$5,651.10
2.0	POWERPRO-PROCARE	PROCARE-SVC-POWERPRO √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service √ Smart Equip. Management	12	21	\$1,491.68	\$31,325.28
3.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	3	\$1,908.00	\$5,724.00
4.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	1	\$1,908.00	\$1,908.00
5.0	POWERLOAD-PROCARE	PROCARE-SVC-POWER-LOAD √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	18	\$1,908.00	\$34,344.00
6.0	LIFEPK-FLD-PROCARE	PROCARE-SVC-LIFEPAK-F ELD-REPAIR √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	31	\$2,043.00	\$63,333.00
7.0	LUCAS-FLD-PROCARE	PROCARE-SVC-LUCAS-F ELD-REPA R √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	12	1	\$1,593.12	\$1,593.12
ProCare Total:						\$143,878.50

Price Totals:



Williamson Cnty 1 Yr Prevent/Prevent NB

Quote Number:

Version:

Prepared For:

Attn:

GPO:

Quote Date:

Expiration Date:

Contract Start:

Contract End:

1

WILLIAMSON COUNTY EMS

CUSTOMER CONTRACT

10/06/2023

11/05/2023

10/05/2023

10/04/2024

Rep:

Email:

Phone Number:

Service Rep:

Email:

Authorized Customer Signer (Printed)

Date

Angela Hall

10/24/23

Stryker Authorized Signature (Printed)

Date

Authorized Customer Signature

Date

Angela Hall

10/24/23

Stryker Authorized Signature

Date

Purchase Order Number

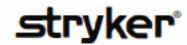
Service Terms and Conditions:
The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at www.stryker.com/stnc as modified between the Parties hereto, and attached as an Exhibit to this Quote.

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Equipment Service Plan

[illegible]

Purchase Order Form



Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number _____

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	
Company Name	
Contact or Department	
Street Address	
Add'l Address Line	
City, ST ZIP	
Phone	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number

Service Terms and Conditions:

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at www.stryker.com/stnc as modified between the Parties hereto, and attached as an Exhibit to this Quote.

The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

STANDARD TERMS OF SALE (US) and ProCare TERMS & CONDITIONS

CUSTOMER: WILLIAMSON COUNTY (TX) (October 2023)

- 1. General.** All sales of Products distributed by Stryker in the United States are subject to the following terms and conditions. In these “Standard Terms of Sale”, “Stryker” means Stryker Corporation and any of its affiliates providing Products to Customer, goods and services sold by Stryker are referred to as “Products”, and the purchaser of the Products is referred to as the “Customer.” Stryker and Customer are herein collectively referred to as “Parties”.
- 2. Price and Taxes.**
 - 2.1. Prices shown on Stryker invoices are net of discounts provided at the time of purchase and Products listed on an invoice may be subject to additional rebates or discounts, for which separate documentation is provided by Stryker. Customer must: (i) claim the value of all rebates or discounts in Customer’s fiscal year earned or the immediately following fiscal year; (ii) properly report and appropriately reflect and allocate prices paid net of all discounts and rebates in Medicare/Medicaid cost reports and all claims for payment filed with third party payors as required by law or contract; and (iii) provide agents of the U.S. or a state agency with access to all information from Stryker concerning discounts and rebates upon request.
 - 2.2. Stryker’s price does not include sales, use, value added, franchise, gross receipts, profits, excise, privilege, occupation, personal property, withholding and all other federal, state or local or foreign taxes, import or customs fees and duties associated with an order, however designated (collectively, “Taxes”). Customer will be liable for all Taxes, whether or not Stryker invoices Customer for such Taxes (unless Customer will provide Stryker at the time an order is submitted with an exemption certificate or other documents acceptable to taxing or customs authorities).
 - 2.3. The County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by County. Exemption certificates will be provided to contractors and suppliers upon request.
- 3. Payment Terms.** Unless otherwise provided on Stryker’s invoice, invoices must be paid in full by Customer (30 days after the date of Stryker’s invoice. Any amount not paid on time will be subject to a late fee of 1.5% per month prorated (18% per annum), or the maximum interest rate allowable by law, whichever is the highest. Stryker, in its sole discretion, reserves the right to change terms of payment and/or discontinue further shipments or suspend services, without prejudice to any other lawful remedy, in the event that: (i) the sale would cause to be exceeded any credit limit that Stryker will have extended to Customer under Section 4 below; (ii) if at any time Stryker determines that Customer’s financial condition or credit rating does not justify a sale on credit; or (iii) Customer is at any time in default in any indebtedness or obligation that Customer owes to Stryker. Stryker may require advance payment or may ship C.O.D. Payment must be made to Stryker at the location designated in Stryker’s invoice. Customer must notify Stryker in writing of any disputed invoice within 15 days of its receipt. The writing must provide Stryker with sufficient detail regarding the basis and amount of the dispute. If Customer does not dispute an invoice within 15 days of its receipt, such invoice will be deemed to have been approved and accepted by Customer.
- 4. Credit Policies.** Based upon Customer’s financial position and payment history, Stryker may, in Stryker’s sole discretion, assign Customer a credit limit. Customer’s total pending orders and outstanding accounts payable to Stryker must remain within the amount of the credit limit. Stryker may at any time, in Stryker’s sole discretion, modify or discontinue Customer’s credit limit or modify Stryker’s credit terms and other credit policies. Neither this paragraph nor any other provision of these Standard Terms of Sale makes Customer a dealer or distributor of Stryker or obligates Stryker to sell any Products to Customer.
- 5. Delivery, Title and Risk of Loss.** Unless otherwise provided on an invoice, or except for Products purchased on a consignment basis, all Products purchased directly from Stryker will be shipped F.O.B Origin, freight, insurance and handling prepaid and added to the invoice. Title and risk of loss transfer to Customer upon Stryker’s delivery of the Products to a common carrier. Shipping and delivery dates are estimates only, and time is not of the essence. Stryker may ship all the Products at one time or in portions. Stryker will have the right to determine the method of shipment and routing of the Products, unless Stryker agrees otherwise in writing. All Products will be shipped to the address indicated in the “ship to” portion of Customer’s purchase order. Stryker reserves the right to refuse to ship the Products to third parties.
- 6. Consignment and Loan Instrumentation.** To the extent Products are consigned or loaned to Customer, the additional terms and conditions set forth in in Appendix 1 hereto will apply. **Appendix 1 Not Applicable to Current ProCare Services.**
- 7. Stryker Communications Products.** To the extent Products purchased by Customer include equipment and installation services provided by Stryker’s Communications division, the additional terms and conditions set forth in in Appendix 2 hereto will apply. **Appendix 2 Not Applicable to Current ProCare Services.**
- 8. Trade-in Equipment.** Any trade-in discount reflected on an invoice is an additional discount given by Stryker as a result of trade-in equipment remitted to Stryker by Customer at Customer’s request. Customer transfers and delivers unto Stryker all of Customer’s rights, title and interest in and to such trade-in equipment and all trade-in equipment must be shipped to the address designated by Stryker within the time period agreed to by the Parties. All trade-in equipment must be appropriately packaged, consistent with Stryker’s instructions or if such instructions have not been provided, with good commercial practice. Customer assumes responsibility for shipment of trade-in equipment to Stryker and for risk of loss or damage during shipment. Trade-in equipment must be accompanied by a copy of

the purchase order or the trade-in order number. Failure to return trade-in equipment in accordance with these instructions may result in forfeiture of the trade-in discount, for which Stryker will bill Customer, to be paid by Customer in accordance with Section 3.

9. Product Training. Stryker may provide technical training, including both initial training for new users and supplemental training for existing users, as needed to promote the safe and effective use of its Products sold to Customer. Such technical training will be provided for any health care practitioner who uses or intends to use the Product and is employed by, or is on the active medical staff of, Customer. If Stryker provides the technical training to a health care professional, it may pay for or reimburse the reasonable expenses, including meals, lodging and transportation, actually incurred by eligible recipients in connection with the technical training provided under this paragraph. Such training is not deemed a condition precedent to sale of the Products or Customer's acceptance thereof.

10. Warranties, Return Policies and Maintenance.

- 10.1. In addition to Stryker's current standard Product warranties, if applicable, Stryker warrants that: (i) it has good title to Products shipped directly to Customer, free of all liens, claims and encumbrances; and (ii) the Products, at the time of sale, meet applicable FDA clearance or approval (as applicable) necessary for commercial sale. Notwithstanding the foregoing clause (i), Customer agrees that Stryker will retain a purchase money security interest in the Products, and to any proceeds from the disposition of such Products, until the purchase price and other charges due Stryker have been paid in full. Upon any default by Customer hereunder, Stryker will have any and all rights and remedies of secured party under the Uniform Commercial Code which right will be cumulative.
- 10.2. THE EXPRESS WARRANTIES SET FORTH IN SECTION 10.1 AND STRYKER'S STANDARD PRODUCT WARRANTY ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS SOLD TO CUSTOMER AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.
- 10.3. Products returned by Customer for credit, replacement and/or repair will be in accordance Stryker's applicable return policy.
- 10.4. Stryker's standard Product warranties and return policies can be found at www.stryker.com/returnpolicy. Stryker's Product warranties apply only to (i) the original end-user purchaser of Products directly from Stryker or its authorized distributors and (ii) Products manufactured by Stryker. Unless otherwise agreed to in writing by Stryker, non-Stryker Products are sold "as-is" with no warranty of any kind, express or implied.
- 10.5. In addition to Stryker's standard Product warranties, service plans for repairs and maintenance may be purchased at any time for a number of Stryker's capital equipment Products. These special service plans cover repair and/or maintenance that the designated piece of equipment may require during the term of the service plan contract. Specific service plan details are available through your local Stryker sales representative. **Stryker's service plan terms and conditions are set forth in Appendix 3 hereto.**
- 10.6. Customer agrees that Stryker may monitor use of the Products, and services provided through the Products, by Customer and users and collect and use Stryker Data, including to compile information related to the provision, operation or use of a Product, facilitate the provision of support, consulting, training and other services, and verify compliance with the terms of this Agreement. Stryker may use and make publicly available, Stryker Data to the extent and in the manner permitted under applicable law. Stryker owns Stryker Data, and Customer grants Stryker a non-exclusive, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid-up, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer's Content incorporated within the Stryker Data. "Stryker Data" means any data relating to or arising from the business operations or plans, services and products of Stryker or the performance or use of the Products or that may aid Stryker in optimizing resources and support; may be used to improve products or services, may be used in research and development regarding products or services; may be used in verification of security and data integrity of products or services or in resource planning, industry trends, benchmarking, or contract administration (e.g., data used for sales compensation), and any Personal Information that is aggregated and not identified or identifiable to any individual.

11. Software License. Intentionally Omitted. Not Applicable to Current ProCare Services.

12. Indemnity.

- 12.1. Stryker agrees to indemnify Customer for third party liability ("Claims") that Customer is adjudicated to have directly as a result of: (i) a defect in workmanship or materials of the Products that are manufactured by Stryker; or (ii) a defect in the reprocessing services, for any Products that are subject to Stryker's reprocessing services. This indemnification does not apply to Claims arising from: (a) the negligence of any person other than an employee or agent of Stryker; (b) the failure of any person other than an employee or agent of Stryker to follow any labeling, manuals and/or instructions for use of the Products; (c) the use of any product (or any accessories) not purchased from Stryker; (d) abnormal wear and tear or damage caused by misuse or by Customer's failure to perform normal and routine maintenance as set out in the maintenance manual and/or operating instructions provided with Products, or as demonstrated by an authorized Stryker representative; or (e) Product that has been modified, altered, or repaired by any person other than an employee or agent of Stryker. The rights and obligations relating to indemnification for any Claims relating to a Product are expressly defined only by these Standard Terms of Sale. Neither Stryker nor Customer have any rights or obligations to a defense against any Claim relating to the Products.
- 12.2. Stryker's indemnification obligations under this Section 12 are conditioned on Customer promptly providing Stryker with (i) timely written notice of any Claim for which indemnification is sought; (ii) reasonable assistance and all available non-proprietary information reasonably required in the defense or settlement of any Claim; and (iii) sole control over the defense against any Claim and the settlement of any Claim; provided, however, that Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent

(which will not be unreasonably withheld).

13. Insurance.

- 13.1. Stryker will maintain general liability insurance, including coverage for Products and completed operations, auto liability insurance and workers' compensation and employer's liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Stryker that might arise out of sales of Products by Stryker hereunder. To the extent permitted by applicable laws and regulations, Stryker has the right to comply with this requirement through a program of self-insurance. When requested by Customer in writing, Stryker will furnish an insurance certificate or other documentation evidencing the insurance or self-insurance coverage required above.
- 13.2. Subject to the liability and damage limitations of the Texas Tort Claims Act, Customer will maintain appropriate types of liability insurance subject to appropriate limits covering claims alleging negligence by or liability of Customer that might arise out of purchases of Products by Customer hereunder, including liability arising out of Customer's indemnity obligations set forth in Section 12 above. When requested by Stryker in writing, Customer will provide a certificate of insurance evidencing such coverage or proof of financial stability in order to self-insure. The County has chosen to self-insure rather than to obtain insurance coverage for its residual liability. The full faith and credit of Williamson County, therefore, stands behind any lawful claims against it, its officials, employees, or agents.

14. Limitation of Liability. STRYKER'S LIABILITY ARISING IN CONNECTION WITH OR UNDER THESE STANDARD TERMS OF SALE (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT, TORT, MISREPRESENTATION, FRAUD, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LAW) WILL NOT EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCTS MINUS DEPRECIATION OR IN THE CASE OF SERVICES, SERVICE FEES PAID BY CUSTOMER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. NEITHER PARTY WILL BE ENTITLED TO, NOR WILL BE LIABLE FOR, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS OR REVENUE OR BUSINESS INTERRUPTION.

15. Confidentiality. The County will maintain Stryker's confidentiality to the extent allowed by law, but the county will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

16. Default. In the event of Customer's default in payment for the Products purchased hereunder, Customer will be responsible for all reasonable costs and expenses (including reasonable attorney's fees) incurred by Stryker in collection of any sums owing by Customer, and Stryker will not be obligated to make any further deliveries to Customer. Should Customer elect to cancel its order, in whole or in part, Customer will be liable to Stryker for any non-refundable deposits and reasonable cancellation charges that will include, but not be limited to, all costs and expenses incurred by Stryker in connection with procuring and filling Customer's purchase order.

17. Unavoidable Delay. If Stryker is not able to finish and deliver the Products to Customer on time because of anything that Stryker cannot control (such as act of God, casualty, labor trouble, accidents or unavailability of supplies or transportation), then the estimated delivery time will be extended accordingly, and Stryker will not be liable to Customer for any damages that the delay causes.

18. Compliance with Law; Not For Resale or Export. Customer represents and warrants that it: (i) will comply with all applicable laws and regulations of the various states and of the United States in the use of the Products; and (ii) is buying Product(s) for its internal use only, and not for resale or export.

19. Miscellaneous. These Standard Terms of Sale constitute the entire agreement between the Parties with respect to the purchase of Products, and any modification or amendments must be in writing and signed by both Parties. The Agreement and these Standard Terms of Sale are in lieu of and replace any and all terms and conditions set forth in any documents issued by Customer. Any additional, different, or conflicting terms and conditions on any such document issued by Customer at any time are hereby rejected by Stryker and will not be binding in any way on Stryker. Neither Party will transfer or assign any or all of its rights or interests, or delegate any of its obligations, hereunder, without the prior written consent of the other Party (which consent will not be unreasonably withheld); provided, however, Stryker may assign its rights or interests, or delegate its obligations, in whole or in part, to any of its affiliates without the prior consent of Customer. The Standard Terms of Sale and the Agreement will be binding upon, will inure to the benefit of, and be enforceable by permitted successors and assigns of the Parties. The rights and remedies conferred under the Agreement and under these Standard Terms of Sale apply only to Stryker and Customer, and will not be construed to inure to the benefit of or provide any right of action to any other person, including without limitation any patient or third-party payor. In the event that any provision of these Standard Terms of Sale is determined to be unenforceable or invalid, such provision will nonetheless be enforced to the fullest extent permitted by applicable law, and such determination will not affect the validity and enforceability of any other remaining provisions. These Standard Terms of Sale will be governed by and construed in accordance with the laws of the State of Texas as applicable to contracts made and to be performed in that state, without regard to conflicts of laws principles.

20. Professional Services. Stryker may provide professional services to Customer, including, but not limited to, consulting, advisory, program development and implementation and data analytics services. Such services are only provided to Customer, and governed by, separate services contracts entered into by Stryker and Customer and are not subject to these Standard Terms of Sale.

APPENDIX 1 - Intentionally Omitted. Not Applicable to Current ProCare Services.

APPENDIX 2 - Intentionally Omitted. Not Applicable to Current ProCare Services.

APPENDIX 3 - PROCARESM SERVICES – TERMS AND CONDITIONS
CUSTOMER: WILLIAMSON COUNTY (TX) (October 2023)

The terms of this Appendix 3 will apply to Customer's purchase of Services under a Stryker Service Plan (as defined Section 1 below). In the event of a conflict or inconsistency between the Standard Terms of Sale and this Appendix 3, relative to a Service Plan, this Appendix 3 will govern.

- 1. Service Plan Coverage.** Stryker will perform the repair and maintenance services (collectively, the "Services") more particularly described in each service plan (the "Service Plan") if entered into by and between Stryker and Customer. The Services will cover the capital equipment (if applicable) identified in the Service Plan (collectively, the "Equipment").
- 2. Service Plan Terms and Conditions.** In addition to each Service Plan's coverage terms and conditions, the Services will be subject to the PROCARESM Services Terms and Conditions set forth below.
- 3. Term and Termination.**
 - 3.1. Term. The Term of each Service Plan (the "Term") will continue so long as Services are being provided under a Service Plan. Notwithstanding the foregoing, Stryker may change the amounts due as noticed thirty (30) days prior to any renewal.
 - 3.2. Termination for Cause. Either Party may terminate a Service Plan upon written notice to the other Party in the event the other Party breaches the Service Plan and fails to cure the breach within thirty (30) days after receipt of written notice thereof. In the event of such termination, Customer will be entitled to receive from Stryker a refund of all amounts prepaid by Customer under a Service Plan for Services that have not yet been provided by Stryker at the time of such termination, and Stryker will be entitled to receive from Customer payment for all Services that have been provided by Stryker prior to such termination.
 - 3.3. Termination for Convenience. Either Party may terminate this Agreement at any time upon sixty (60) days prior written notice to the other. If Customer has made advance payments, Stryker will provide prorated refund to the Customer for the remaining balance of the term, and any Equipment in Stryker's possession will be promptly returned to Customer.
 - 3.4. Survival of Certain Provisions. The provisions of Term and Termination, Confidentiality, Non Solicitation and Non Hire, Limitations of Liability, Changes, and Assignment will survive the expiration or termination of this Agreement and will be binding to the respective successors, assigns, subsidiaries or affiliates of the Parties.
- 4. Product Maintenance.** The Service Plan is ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer covenants and agrees that its appropriate user personnel will follow the instructions and contents of those manuals, labels and inserts.
- 5. Warranty; Limitations of Warranty and Liability.** During the Term, Stryker warrants, with the exception of software maintenance services which, if applicable, will be as specified in the Service Plan, the following:
 - 5.1. Stryker has the experience, capability and resources to perform under the Service Plan, and Stryker further represents and warrants that the Services will be performed in a workmanlike manner and with professional diligence and skill;
 - 5.2. Services will comply with all applicable laws and regulations and all applicable standards set forth by law or ordinance or established by the rules and regulations of any federal, state or local agency, department, commission, association or pertinent governing, accrediting or advisory body, including The Joint Commission having authority to set standards for healthcare facilities;
 - 5.3. If the Services are to be performed on Customer's premises, Stryker represents and warrants that Stryker will comply with all applicable safety laws and Customer's then current safety and other applicable regulations, all human resource policies and health and drug and alcohol screening policies; provided that Customer has provided advance written notification of such rules, regulations and policies to Stryker;
 - 5.4. Stryker currently has, or prior to the commencement thereof, will obtain, pay for, and maintain any and all licenses, fees, and qualifications required to perform the Services.
 - 5.5. Stryker will maintain the Equipment in good working condition. Equipment and Equipment components repaired or replaced under this Service Plan continue to be warranted as described herein during the Term. When Equipment or component is replaced, the item provided in replacement will be the customer's property and the replaced item will be Stryker's property. If a refund is provided by Stryker, the Equipment for which the refund is provided must be returned to Stryker and will become Stryker's property.
 - 5.6. TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, AND STRYKER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING, BUT

NOT LIMITED TO, MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS.

- 6. Limitations and Exclusions from Service Plan.** Customer will use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker ProCare employees will not provide surgical or medical advice, will not practice surgery or medicine, will not be involved in any manner which may be construed as practicing surgery or medicine, will not come in contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities will not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients for such presence during surgery.

Notwithstanding any other provision set forth herein, the Service Plan does not cover the following, as determined by Stryker in its sole discretion: (i) abnormal wear or damage caused by reckless or intentional misconduct, abuse, neglect or failure to perform normal and routine maintenance as set out in the applicable maintenance manual or operating instructions provided with the Equipment; (ii) accidents, catastrophe, fire, flood or act(s) of God; (iii) damage resulting from faulty maintenance, improper storage, repair, handling or use, damage and/or alteration by non-Stryker authorized personnel; (iv) service necessary due to the failure of the Customer or anyone under its control to comply with written instructions or recommendations; (v) equipment on which any original serial numbers or other identification marks have been removed or destroyed; (vi) damage caused as a result of the use of the Equipment beyond the useful life, if any, specified for such equipment in the user manual; (vii) service Stryker cannot perform because the Equipment has been discontinued or its parts have been discontinued or made obsolete; (viii) service to the Equipment if the Equipment or the Equipment site is contaminated with blood or other potentially infectious substances; or (ix) equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate a Service Plan and any complimentary loaner programs thereunder if Equipment is used with accessories not manufactured by Stryker. If, at any time, upon inspection of the Equipment in service, Stryker deems any single unit of Equipment to be unserviceable, a record and report of such will be made, and provided to the Customer in writing on the date of service.

7. Indemnification.

- 7.1. Stryker will indemnify and defend Customer against any third party liability and/or damages ("Claims") that Customer may incur directly as a result of bodily injury (including death) or property damage arising solely from the gross negligence, willful misconduct or omissions of Stryker or its employees agents, or contractors in the course of providing Services. The foregoing indemnification will not apply to any Claims arising from: (i) an injury or damage due to the negligence of any person other than a Stryker employee or agent; (ii) the failure of any person other than a Stryker employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker; (iv) abnormal wear and tear or damage caused by misuse or by Customer's failure to perform normal and routine maintenance as set out in the maintenance manual and/or operating instructions provided with the Equipment, or as demonstrated by an authorized Stryker representative; or (v) any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent.
- 7.2. Stryker's indemnification obligations under this Section 7 are conditioned on Customer promptly providing Stryker with (i) timely written notice of any Claim for which indemnification is sought; (ii) reasonable assistance and all available non-proprietary information reasonably required in the defense or settlement of any Claim; and (iii) sole control over the defense against any Claim and the settlement of any Claim; provided, however, that Stryker will not agree to any settlement or compromise that imposes or results in any finding of fault or any restriction or obligation on the part of Customer without Customer's prior written consent (which will not be unreasonably withheld).

8. Confidentiality.

- 8.1. Customer must remove or secure any "Protected Health Information" ("PHI") as defined in the Health Insurance Portability and Accountability Act of 1996 from Equipment prior to Stryker performing Services. Although Stryker will make reasonably commercial efforts to secure any PHI encountered, Stryker is not responsible for the security thereof.
- 8.2. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived from or obtained during the course of the Agreement, will be treated by both Parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and will not be released, disclosed, or published to any party other than as required or permitted under applicable laws.
- 8.3. The County will maintain Stryker's confidentiality to the extent allowed by law, but the county will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

- 9. Non-Solicitation and Non-Hire.** Customer agrees that, during the Term and for a period of one (1) year following the termination or expiration of a Service Plan, it will not solicit any employees of Stryker to terminate their employment with Stryker, unless Stryker consents in writing. Nothing herein will prohibit Customer from hiring employees of Stryker who respond to a general employment

solicitation such as a newspaper advertisement.

Background Check. Stryker warrants that all of its employees who will be on a Customer's premises to perform Services will have undergone a background check as part of Stryker's hiring practice and/or as required by Customer's vendor credentialing program. The background check consists of the following:

- Criminal background check
- National sex offender registry check
- Education verification
- Employment history
- SSN verification
- Driving record
- Government sanction/watch lists

During the Term, a Customer may request a conference with Stryker at any reasonable time regarding the performance, behavior or expectations of any Stryker service personnel who are assigned to Customer's facility. Any Stryker service personnel who willingly and knowingly violates Customer's rules, regulations, procedures, or policies may be removed from Customer's facility at Customer's option and will be replaced by Stryker promptly.

- 10. Changes.** At any time during the Term, and upon each Party's written consent, additional Services or Equipment may be added or deleted from a plan. Such changes will be governed by the terms and conditions of the Service Plan. Stryker may modify the applicable Service Plan to reflect adjustments to charges attributable to plan changes.
- 11. Parts and Subcontracting.** Stryker may elect to use new or used parts related to the Services in its sole discretion. Stryker reserves the right to hire subcontractors to perform the Services.
- 12. Independent Contractor.** The Parties are independent contractors with respect to one another. However, to the extent Stryker, Stryker personnel or subcontractors come to Customer's property, to the extent applicable, they will follow Customer's written and posted work place policies.

Commissioners Court - Regular Session**32.****Meeting Date:** 10/31/2023

Approval of Purchase of Document Preservation of Probate Records by Kofile Technologies, Inc. for the County Clerk's Office

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Purchase of Document Preservation of Probate Records from Kofile Technologies, Inc. #202447 for conservation treatments, rehousing and imaging for the County Clerk's Office in the amount of \$499,983.18 pursuant to TXMAS contract #23-92001, and authorizing execution of the proposal.

Background

Approval of this item will support the operations of the Williamson County Clerk's Office. The fourteen-page proposal lists treatment specifications, scope of services and outlines the details of the conservation treatments, rehousing and imaging to be performed and includes preservation by page with a total of 77,879 pages being preserved. General Counsel, Contract Audit and Budget have reviewed this purchase. Funding source is 01.0385.0385.004550 FY24. Department point of contact is Nancy Rister.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Kofile Service Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/25/2023 04:28 PM

10/26/2023 08:47 AM

Started On: 10/18/2023 03:09 PM

WILLIAMSON COUNTY SERVICE AGREEMENT

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICE AGREEMENT is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Kofile Technologies, Inc.** (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following, terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include the work described in the attached Proposal being marked as **Exhibit “A,”** which is incorporated herein.

II.

Effective Date and Term: This Service Agreement shall be in full force and effect as of the date of the last party’s execution below and shall continue for one (1) year, or when terminated pursuant to this Service Agreement.

III.

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

IV.

Tax Exemption: The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any services rendered.

V.

No Waiver of Sovereign Immunity or Powers: Nothing in this Service Agreement will be deemed to constitute a waiver of sovereign immunity or powers of the County, the Williamson County Commissioners Court, or the Williamson County Judge. Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VI.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Service Agreement that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Service Agreement without written amendment hereto and shall become effective on the date designed by such law or by regulation.

VII.

Termination: This Service Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

VIII.

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

IX.

Severability: In case any one or more of the provisions contained in this Service 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 Service Agreement and this Service Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

X.

Right to Audit: Service Provider agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Service Agreement, have access to and the right to examine and photocopy any and all books, documents,

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

XI.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XII.

No Assignment: Service Provider may not assign this Contract.

XIII.

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

XIV.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XV.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the Service Provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XVII.

Entire Contract & Incorporated Documents; Conflicting Terms: This Service Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Service Agreement include the following:

- A. Service Provider's Proposal, marked **Exhibit "A;"** and
- B. The cooperative purchasing contract or agreement applicable to this Contract (TXMAS Contract No. TXMAS-23-92001).

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XVIII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

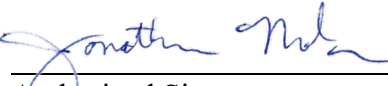
County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

Kofile Technologies, Inc.

Name of Service Provider



Authorized Signature

Jonathan Mohn

Printed Name

Date: October 23, 2023

September 13, 2023

Honorable Nancy Rister
Williamson County Clerk County Clerk

Critical Records Management

Preservation of Probates

SUBMITTED BY:

Billy Gerwick
Account Executive
billy.gerwick@kofile.com
(832) 373-9124

Kofile 

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info@kofile.com | www.Kofile.com

Dear Honorable Nancy Rister,

This proposal addresses Williamson County Clerk's historical records and is presented by Kofile Technologies, Inc. (Kofile). Quoted services include conservation treatments and rehousing. Archival rehousing includes encapsulation and loose-leaf binding into Archival Recorder Binders. Note that prices for the inventory herein are good for 90 days from the date of this assessment.

This project may be eligible for reimbursement under the American Rescue Plan Act of 2021 (ARPA) in support of Social Distancing for COVID-19 and pandemics for title researchers/attorneys by providing online access to digitized assets.

Kofile Technologies, Inc. (Kofile) is uniquely qualified to complete Williamson County Clerk's modernization goals by taking an innovative approach to this project to ensure a successful outcome. Kofile's basis for success is decades of experience, realistic solutions, and professional analysis. Each project is unique and deserves special attention. Our team provides realistic solutions, professional analysis, and innovative archival products to equip records stewards with the information and resources needed to preserve collections.

Kofile performs all services in accordance with the Code of Ethics & Guidelines for Practice of the American Institute for Conservation (AIC).

Preservation minimizes the chemical and physical deterioration of the page which prolongs the existence and useful life of the original format. Preservation can include removal of the original from public access, creating a security copy, treatment, stabilization, preventative care, digitization - or any maintenance or repair of the existing resource.

AREAS OF CONCERN

Sound preservation ensures accessibility to these irreplaceable and permanent documents forever.

Acidic Paper

Past papermaking utilized bleach to obtain white sheets. As a result, this paper becomes increasingly acidic as evidenced by embrittlement and yellowish-brown discoloring. Paper also embrittles when relative humidity drops or fluctuates.

Acidic Ink

Acidic inks can "eat" or "burn" through a sheet. Unmonitored temperature and relative humidity (RH) accelerate this process. Inks can also fade with exposure to UV light. Historically, iron gall inks were the standard. These inks contain sulfuric acid - which fades with time. With proper treatments, chemical breakdowns (such as acid hydrolysis) are remedied.

Mechanical Damage (Use & Abuse)

Everyday use greatly affects collections. Sheets bear signs of grime and the natural oils of hands. Exposed sheets are susceptible to damage and loss. Dirt and other pollutants can serve as ignition sources and weaken exposed paper. Exposed fragments become abused even with careful use.

Binding Margin

The binding margins of many volumes are compromised due to guillotining. In order to rebind and protect these sheets, encapsulation is the only solution. If a volume were rebound as is, without encapsulation, vital information would be lost in the binding margin.

Always question vendors if they recommend power cutters (guillotining) to dismantle sewn books. Kofile never attempts any procedure that could result in a loss of text or weaken the integrity of the paper. A sheet's binding margin should never be compromised.

Broken Book Block

Once a binding fails, damage escalates. Sheets are free to drift from the protection of the book block. With exposure, fragments become abused and susceptible to loss.

Failing Index Stacks

Index Books sustain the most use. Thus, they suffer greater risks of text loss and sheet deterioration. Paper strength is completely depleted from continuous use. Eventually, tabs and sheet fragments are lost. Immediate attention is required.

Tape & Non-Archival Adhesives

The Library of Congress warns about the culprits of "pressure sensitive tapes—such as scotch, masking, 'invisible,' quick-release, cellophane, and even so-called 'archival' tapes"—all are unstable. These tapes and adhesives "will stain the paper and may cause inks and colors to 'bleed.' Many lose their adhesive properties and fall off with age, leaving behind a residue that is unsightly, damaging to the item and difficult to remove."

Adhesive stains lead to issues during imaging. Awarding a low-bid imaging and microfilm project may result in illegible images. To enhance image quality, conservation is essential. A conservator can remove water-based, synthetic, and pressure sensitive adhesives.

Page extenders are an inappropriate "quick fix" to a prevailing problem. To save this collection, the underlying issues causing the deterioration of the sheets' margins need correcting. The acid content of the sheet extenders only adds to the chemical breakdown of the paper's fibers.

Lamination Removal

Kofile conservators address the "Laminate" process to the fullest extent possible. Conservators reverse the process and remove the laminate using a proprietary solvent solution. The possibility of removing the "Laminate" depends on careful testing at our conservation lab. In a small percentage of cases, the adhesive is resistant to the solvent solution and cannot be removed safely. Conservators will not attempt removal if the removal process will damage either the document's paper or ink. If conservators cannot remove the laminate safely, Kofile will contact Williamson County Clerk directly to discuss alternatives.

Non-Archival Quality Materials

The off gasses of deteriorating metals contribute to the chemical breakdown of paper. Major culprits include the metal content of book spines, the surrounding physical environment, and non-archival fasteners (such as binder clips, paper clips, and staples). These off gasses eventually destroy the fabric of the volume. Another symptom of metal oxidation is foxing, or foxlike (reddish and brown color) stains or blotches on paper.

TEMPERATURE & HUMIDITY MONITORING

While temperature and limited air circulation are crucial to a document's longevity, humidity and water are the most destructive threats.

Relative Humidity (RH) refers to the amount of water vapor present in the air. Maintaining a set point

of 40-45% RH is optimal, but costly. The maximum acceptable total RH variation, or operating range, is 5% on either side of this set point. RH should never exceed 55% or drop below 30%.

Even slight changes in temperature can double the natural aging rate of paper. In reality, temperature and RH are not consistent in a local courthouse (especially on weekends).

Temperatures above 75° F and RH higher than 60% encourage mold and other bacteria growth within 48—72 hours.

Red inks smear first, then blue inks, and lastly, black inks.

After exposure to water, pages adhere to one another when in a compressed environment. Separation without loss of text and water soluble inks (such as signatures) is vital. These records are extremely fragile.

The mitigation of mold or micro-organics (which can result with the introduction of water or humidity fluctuations), should only be attempted by a trained professional. Water damage can also lead to other issues such as binding failure. The necessary treatments are time consuming and require a highly skilled conservator.

Visit the Image Permanence Institute (IPI) at www.dpcalc.org to explore the correlation of temperature and RH on natural aging, mechanical damage, mold risk, and metal corrosion (as exemplified above). The image above is property of IPI.

TREATMENT SPECIFICATIONS

Kofile regularly addresses historical and permanent documents, including manuscripts, typescripts, negative Photostats, tri-folds, blueprints, re-creations, plats, and maps. No treatment, repair, or maintenance is used that is not 100% reversible.

Dismantle

Original binding materials, such as threads and adhesive residues, are carefully removed. Old manuscripts often have protein-based binding adhesives such as fish, bone, or rabbit skin glues. The application of steam with specialized equipment can soften the materials that are otherwise difficult to remove. Guillotine cutters are never employed. If trimming is necessary, it is accomplished with handheld scissors or specialized shears designed for trimming fragile sheets carefully and accurately. One document is cut at a time to ensure no text is lost.

Surface Cleaning

Surface cleaning sheets removes materials and deposits including dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser.

Removal of Fasteners

Kofile removes fasteners, page markers, and any metal mechanisms. Fasteners, such as binder clips, staples, paper clips, string ties, rubber bands, brads, straight pins, etc., cause damage in short periods. This includes physical damage (decreased paper strength due to punctures or distortion) and chemical damage (rust).

Removal of Tape, Adhesives, Varnish, or Old Repairs

Varnish, tape, and adhesive residue are reduced as much as possible without further degrading the

original. When possible, peelers and tape are removed with two primary mechanical techniques: Heat Removal or Peeling. Heat removal is used when adhesive is loose, old, or brittle. Peeling is used when removal by heat is unnecessary. Solvents are a last resort, and local application occurs only after testing.

A microspatula (sometimes heated) coaxes threads, tape, and glue from the paper. A Hot Tools remover can soften adhesive for removal. Dial-Temp controls the transfer of heat and guards against scorching. Remaining adhesive is treated with a gum compound eraser.

Adhesive reduction begins with the most benign process. If mechanical tape removal is unsuccessful, the next alternative is chemical. This is either a local or spot treatment or immersion in a solvent bath. Kofile ensures that its laboratories are equipped to process chemical treatments correctly and safely. Previous repairs that cannot be removed safely will remain.

If possible, water-soluble repairs are removed with water or steam. Only fully-trained, experienced, and supervised staff attempt removal of water-soluble repairs. While iron gall ink is safe for aqueous treatment, many inks may fade and compromise legibility. Extensive testing is required.



Flattening and Humidification

Improperly stored paper becomes inflexible and retains a memory of the storage position. Kofile's technicians are experienced with all methods and tools to "flatten" paper including the use of tacking irons, heat presses, and an Ultrasonic Humidification Chamber.

After careful testing, the Ultrasonic Humidification Chamber is used to correct the most fragile documents folds and bends. This significant investment, with which other private labs are rarely equipped, represents Kofile's foresight and commitment to offering the best available technology.



Mending torn paper is an art form and requires a variety of materials depending on the paper's color, tone, condition, and weight. The length of the tear(s) and the degree of embrittlement or fragmentation are also concerns. Kofile generally mends tears greater than 1/2" if the document is going to be encapsulated.

A specialized paper and paste is commonly used and all mending materials are acid free and reversible. Mending strips are cut so the edge of the paper visually integrates with the page without clashing aesthetically or historically. Fragmented edges, folds, tears, cracks, voids, and losses are all mended in this fashion. The mending paper used is strong and is transparent after application and while visible to the trained eye, it does not distract from the document.



A low-temperature, acrylic adhesive that bonds to the paper may also be used for reinforcement of damaged sheets. Kofile also constructs its own version with acid-free tissue paper and liquid acrylic adhesive. An 1848 Probate Record before and after treatment. The image to the right shows the page after deacidification, tape removal, and mending with archival tissue.



Deacidification

Deacidification is only performed after careful pH and compatibility testing. Kofile is equipped with multiple custom-built spray exhaust booths. All are routed through a HVAC system for optimum performance.

A commercially-prepared buffer solution is applied to both sides of the sheet with compressed air sprayer equipment (see right picture). The solution is non-flammable and non-toxic. The active ingredient, magnesium oxide, neutralizes acid and provides an alkaline reserve. This chemical is inert, safe, and does not degrade the sheet.

Once the buffer is applied, the paper's pH alters slowly. After deacidification, random testing ensures an 8 pH with a deviation of no more than 2-4%.



Encapsulation

In archival encapsulation, the document floats freely and is not taped or glued to the pocket. Kofile uses SKC SH725 polyester (Polyethylene Terephthalate - PET) which is the most inert, rigid, dimensionally stable (dimstab), and strongest plastic film. Otherwise known as Mylar® Type D or Melinex® 516, it is crystal clear, smooth, odorless, and is resistant to distorting or melting in case of fire.

Each sheet is encapsulated in a 2 mil patented polyester pocket: Lay Flat Archival Polyester Pocket™, US Patent #7,943,220 B1, 5/17/2011. This pocket is welded closed on three sides, and a Reemay® strip, or spunbond polyester, statically seals out atmospheric pollutants while allowing off-gassing on the fourth side. This provides easy access to the original document without cutting the pocket (some companies weld all four sides).

This construction allows for a flat book block and reinforces the binding edge for added strength and years of service. Available in custom sizes, the Pocket dimensions will match the 'book block' dimensions with a 1½" or 1¼" binding margin.



ARCHIVAL RECORDER BINDERS

Volumes are hand-cased at 250 pages or less and pockets are punched (on the binding edge). Books with large capacities may be split to account for the weight of the Mylar. Kofile punches pockets to any hole specifications and can repair/replace index tabs.

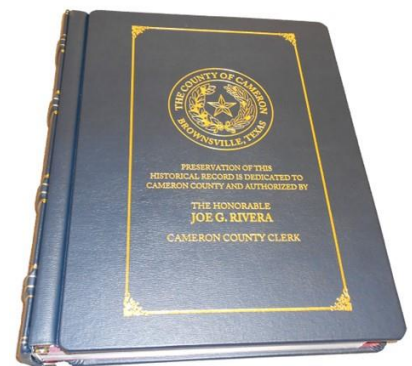
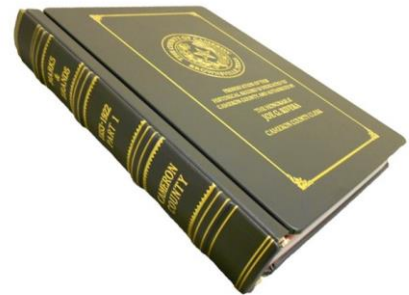
Kofile manufactures binder components at 1/4" incremental capacities on a per-book basis. Kofile punches sheets to any hole specifications and repair/replace index tabs as necessary. Kofile can manufacture custom binder sizes, shapes, spines, colors, and lettering. Each binder features durable cover boards and a spine to support the pages' weight. All materials, including the cover boards and adhesives, are acid free.

Stamping

Title stamping can follow the same format/style of the originals. A stamping sheet is sent for approval. If any titling, dates, or other information from an original volume is noted in error, Williamson County Clerk is notified. Any changes are approved by Williamson County Clerk. Tooling is performed with 23-karat gold foil.

Heritage Recorder Binder

The Heritage Recorder Binder (pictured right) is a post binder, but the binding can also be sewn. This binder is available in various colors in genuine or imitation leather, or canvas. Cover printing is foil on the leathers and hot stamp printing on the canvas.



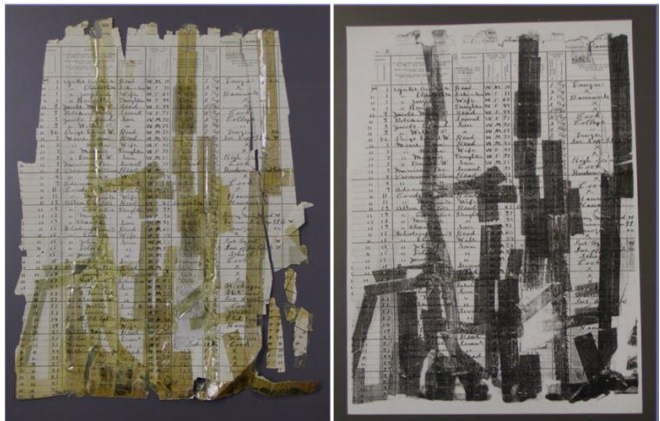
ARCHIVAL DIGITIZATION

Imaging a document and digitizing a collection creates an electronic representation of the original archival record. This process is not meant to replace the archival record, but to aid in its preservation. The image serves as a reference tool and is a back-up if the original is damaged or destroyed.

Archival digitization includes capture and processing (custom image enhancement and cleanup) and optimization for access.

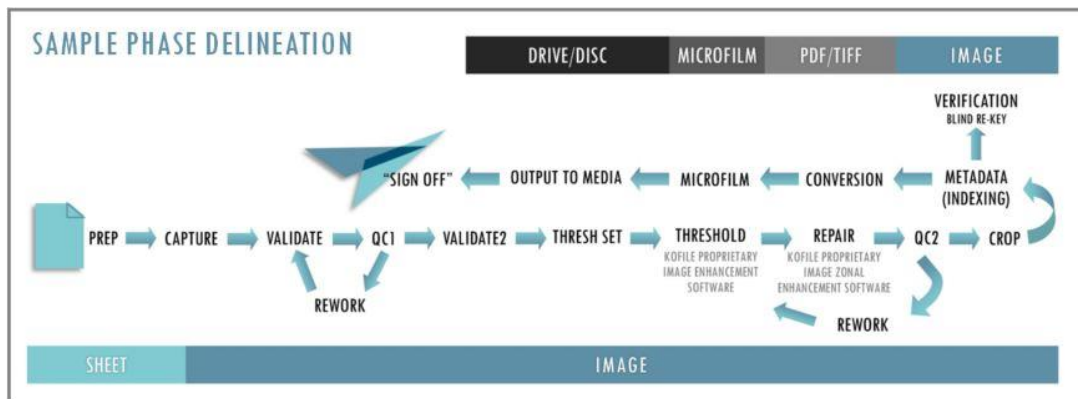
Kofile's services are unique because materials are addressed according to their conditions and fold endurences without blind, automatic scanner feeds. Technicians are trained to handle fragile and historical documents and use the best hardware and software available. Many projects involve re-work for collections already imaged or indexed by low-bid vendors. With Kofile, images are the highest quality and are free of distortion and loss of information due to image capture.

Kofile always defaults to U.S. National Archives and Records Administration (NARA) technical guidelines for digitization. Upon request, Kofile stores an electronic security back up of all images in case of loss, damage, or destruction by fire or natural disaster.



What would this image look like if scanned "AS IS?"

Imaging WITHOUT Conservation



IMAGING OVERVIEW

Operators observe each page during capture. For faint or illegible pages, the operator marks the page, readjusts the scanner, and employs contrast tools. If unsuccessful, the operator indicates and inserts a review form for the quality assurance team to assess. The page is marked with a "Best Possible Image Indicator" or treated with further enhancements.

Images are captured at a minimum of 300 dpi at 256 bi-tonal or gray levels. This ensures the highest image quality for documents with poor contrast and difficult-to-read information. Images accumulate as Group IV bi-tonal images in a standard TIFF or PDF format. Images are optimized and scaled for system output.



The article implies that partial document destruction is normal. This is unacceptable and contrary to any preservation standard. Kofile has the experience and expertise to handle fragile documents and address the physical preservation of the source document.

Source: Higgins, Jessie. "Recorder's Office Preserving Oldest County Records by Digitizing Them: Some Century-Old Pages Crumble When Touched." Evansville Courier & Press, August 21, 2013.

IMAGE PROCESSING AND ENHANCEMENT

IMAGEPERFECT is Kofile's proprietary digital SLR-based software which utilizes proprietary algorithms, critical for capturing different densities and quality levels in a collection, to provide optimal quality and uniform images. Image Perfect measures each image at a minimum for the following attributes:

- White-on-white images
- Synchronizing images from different scanners
- Floating page cropping & segmentation
- Rotating & de-skewing images
- Tone correction
- Resolution adjustments
- Metadata Normalization

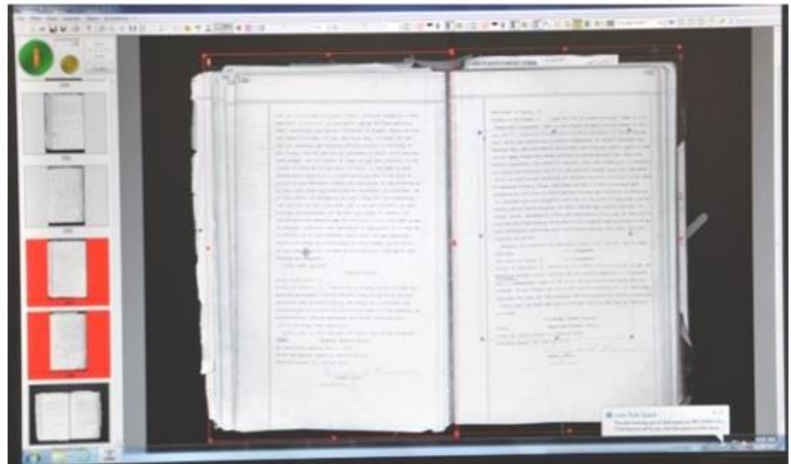
Kofile utilizes the Microsoft® SQL database as the underpinning for its production systems and IMAGEPERFECT allows operators to interactively build and edit image processing scripts, which can be saved for batch processing. Progress tracking capabilities can identify exceptions enabling supervisors to quickly and efficiently correct problems. This software automatically detects and compensates for a scanner(s) variances. The Assured Image delivers consistent, high-quality output.

IMAGEPERFECT enables repair of the currently displayed image without rescanning which could compromise image integrity, and uses custom image clean-up and enhancements such as deskew, despeckle, character repair, and zonal processing to improve legibility. Kofile maintains 100% document integrity and image control with exclusive image locking capabilities. The processing procedures will not allow for information from rescanned pages to cut and paste accidentally into the incorrect page.

Quality Targets permit operators to view image quality at scan. Images, even those scanned on different devices, are "normalized." Rather than using ad-hoc algorithms and tricks, this software measures image quality and propagates this data through the imaging chain. Quality Targets serve as the foundation for quality assurance analysis.

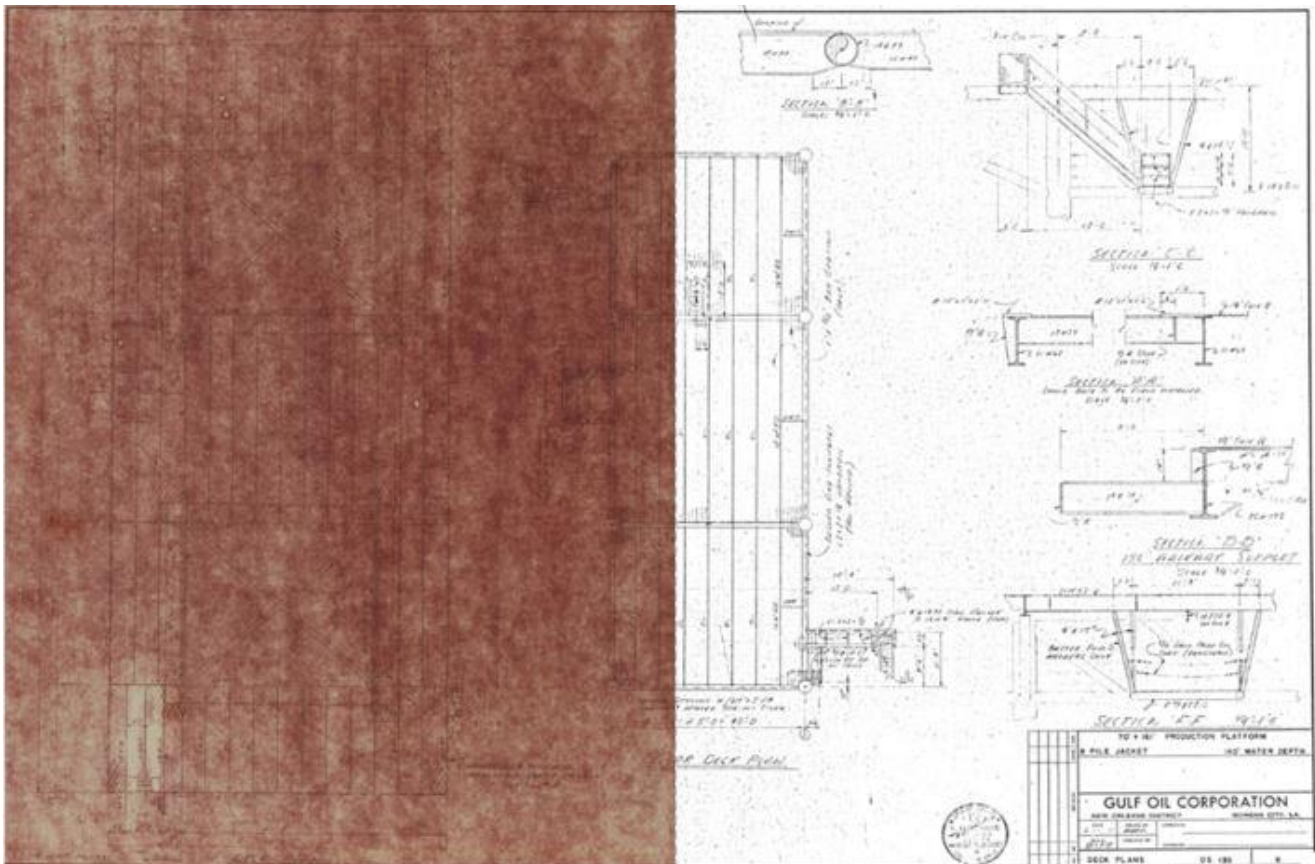
Quality Targets (pictured herein) establish the baseline digital capture quality of the scanner during scanning. Therefore, Kofile can measure the digitization physics at the time of capture. IMAGEPERFECT measures each image at a minimum for:

- Target dpi
- Target Tone scale & correction
- Color Management
- Brightness/Contrast Correction
- Gamma Adjustment
- White Balancing
- Page Orientation
- Exposure uniformity
- Color reproduction data



If applicable to the project, Kofile performs negative Photostat polarity reversal (so that all characters are black on a positive background). The document certification strip (file strip) is inverted to match the polarity of the final image.

If requested, annotations are supported to allow the addition of Name, Book Type, Volume, and Page on the image. Image quality metadata is captured as part of the image header along with a secured digital signature that certifies the fidelity and integrity of every image scanned.



Examples of imaging before (L) and after (R) advanced image cleanup and enhancements.

Quality Control (QC)

Our Quality Control (QC) process ensures that all images are certified. **Each image is sight checked during QC.** Each page is checked to ensure there are no missing pages, double feeds, or "A" pages, which may have been added. Every image is inspected and a statistical, random, batch-based review of 8% of the inventory is conducted before delivery. Williamson County Clerk can receive an image log noting the steps employed.

Advanced Equipment

Kofile can scan mixed-sized and large-format documents. Kofile employs a range of scanners to tailor imaging services to the document that requires imaging. All of scanners employ page detection to adjust for varying sizes of paper and, more importantly, thicknesses to reduce "pull-throughs" on thin papers following thick bond. Fragile documents are imaged by hand and not fed through an automated Document feeder. Kofile's technicians are trained to handle fragile documents.

SCOPE OF SERVICES

General treatments and services are outlined in the following. Services are tailored to the needs of the specific item.

Preservation—Conservation Treatments, Deacidify, Encapsulate, & Bind (PRV)

- Kofile creates a permanent log (noting condition, page order, characteristics, and treatments) for each item upon receipt. Items are inspected and control numbered as necessary. A final quality check references this log.
- Dismantle volumes by hand (if applicable).
- Surface clean sheets. Tools include a microspatula, soft dusting brush, latex sponge, powdered vinyl eraser, or soft block eraser. Surface cleaning removes materials and deposits—e.g., dust, soot, airborne particulate, sediment from water damage, mold/mildew residue, active micro-organic growth, insect detritus, or biological or mineral contaminants.
- Remove any non-archival repairs, adhesives, residual glues, or fasteners to the extent possible without causing damage to paper and inks.
- Mend tears and guard burns on back side of sheets with acid free and reversible mending materials.
- Deacidify sheets (each side of each sheet) after careful testing with Bookkeepers®. This commercial solution of magnesium oxide, which neutralizes acidic inks and paper by providing an alkaline reserve (after pH and compatibility testing). Random testing ensures an 8.5 pH with a deviation of no more than $\pm .5$.
- Encapsulate each sheet in a Lay Flat Archival Polyester Pocket™. Each custom envelope is composed of Skyroll SH72S® Mylar and includes a patented lay flat design. Dimensions match the "book block" dimensions, with a 1¼" binding margin.
- Re-bind in custom-fitted and stamped archival quality binder. Each binder is manufactured on a per-book basis and sized to 1/4" incremental capacities. This binder is available with four hubs, a gold-tooled spine, and is roller shelf-compatible. A volume may return split due to the added weight of the Mylar, depending on page count.
- A dedication/treatment report is included in each binder.

PROJECT PRICING

This project is presented via TXMAS Contract No. TXMAS-23-92001. Please reference this number on the P.O. Without a signed agreement, prices are good for 90 days. Pricing is based on estimated page counts and condition levels. Pricing is finalized upon review at the Kofile lab. Billing occurs on actuals per mutually agreed upon pricing, not to exceed the P.O. without authorization.

Williamson County Clerk			
Preservation Project Overview			
Record Series	Case Range Starting No.	Page Count	Estimated Total
Probate Records - Phase 2	2161	77,879	\$499,983.18
PROJECT TOTAL			\$499,983.18

This proposal shall be governed by the terms of use found at <https://kofile.com/termsandconditions>, except the TXMAS terms and conditions remain in effect and to the extent they conflict, the TXMAS terms will control. Billing will occur periodically based on work delivered.

CUSTOMER ACCEPTANCE

Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

Date

KOFILE ACCEPTANCE

Signature of Authorized Official

Jonathan Mohn

Print Name of Authorized Official

C.E.O. & President

Title of Authorized Official

October 23, 2023

Date

PURCHASING VIA TXMAS

Please reference Contract No. **TXMAS-23-92001** directly on the P.O. Kofile can prepared a 'Shopping Cart' in TxSmartBuy so Williamson County Clerk can complete this purchase – See Link:

STATE OF TEXAS CO-OP MEMBER LISTING FOR Williamson County Clerk	
LINK	https://www.txsmartbuy.com/membership_details?memberid=726
CO-OP #	C2460
Contact	Joy Simonton; Joy.simonton@wilco.org
Expiration	5/31/2024

https://852252.secure.netsuite.com/c.852252/checkout/login.ssp?&n=2&sc=1&cartid=21480363&sender=preserve@kofile.com&datetime=2023_9_13_11_51

Williamson County Clerk is billed using the following TXMAS line items:

TXMAS BILLING LINE ITEMS						
Part No.	NIGP	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	LINE TOTAL
PRV701	96272	Record Book Preservation by Page	Page	\$6.42	77,879	\$499,983.18

ACCESSIBILITY OF RECORDS

Records held at Kofile are maintained as private and confidential material. Williamson County Clerk is guaranteed access to records via email or toll-free fax at our expense. Upon receipt of a records request, Kofile will flag the requested record and verify inventory control, pull supporting paperwork, and email/fax a response to the approved requester or alternate. The turnaround time for a records request will meet or exceed requirements.

Please note that all records (including volumes, documents, digital images, metadata or microfilm) serviced by Kofile shall remain the property of Williamson County Clerk. This policy applies to any agreement, verbal or written, between Williamson County Clerk and Kofile.

The records are not used by Kofile other than in connection with providing the services pursuant to any agreement between Kofile and Williamson County Clerk. The records are not commercially exploited by or on behalf of Kofile, its employees, officers, agents, invitees or assigns, in any respect.

Please let me know if you have any questions. We look forward to serving Williamson County Clerk and to working together for the preservation and access of its public and historical assets.

Sincerely,

Billy Gerwick

Billy Gerwick

c: (832) 373-9124

e: billy.gerwick@kofile.com

lgb

Commissioners Court - Regular Session**33.****Meeting Date:** 10/31/2023

Approval of Rubrik Annual Maintenance Agreement from FreeIT Data Solutions, Inc for Information Systems

Submitted For: Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Agreement #202434 between Williamson County and FreeIT Data Solutions, Inc. for multiple Rubrik subscriptions for the total amount of \$428,656.40, pursuant to the DIR contract #DIR-CPO-4696, and authorize the execution of the agreement.

Background

The approval of this agreement will benefit the Williamson County Information Systems and will allow the County the ability to back up and recover servers, storage, Office 365, and email. The attached quote details the purchase. Funding Source is 01.0100.0503.004500 as per FY24 budget. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

FreeIT Rubrik 1295 Form

FreeIT Rubrik Redacted Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/26/2023 09:04 AM

10/26/2023 09:17 AM

Started On: 10/20/2023 11:22 AM

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Freeit Data Solutions, Inc.
Austin, TX United States

Certificate Number:
2023-1085642

Date Filed:
10/20/2023

Date Acknowledged:
10/20/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

202434
Rubrik Support Renewal

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Orchid, Wayne	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

WILLIAMSON COUNTY SERVICE CONTRACT

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Freelt Data Solutions, Inc. (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable

Should the County choose to add services in addition to those described in **Exhibit "A,"** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider's agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit "A."** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is

defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before October 23, 2024, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in Exhibit "A". The not-to-exceed amount shall be \$428,656.40.

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee

Bodily Injury by Disease

\$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSON	PER OCCURRENCE
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:		\$2,000,000

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSON	PER OCCURRENCE
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits		No aggregate limit

Service Provider, as an independent contractor, meets the qualifications of an "Independent Contractor" under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker's compensation coverage. Contactor shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

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

XI.

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

XII.

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

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents: Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this

Contract include the following:

- A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

Freelt Data Solutions, Inc.

Name of Service Provider

Authorized Signature

Dulari von

Christierson

Digitally signed by Dulari von
Christierson
Date: 2023.10.20 07:58:04 -05'00'

Printed Name

Date: **October 10**, 20**23**

**Exhibit “A”
Quote/Proposal**



Contract No: DIR-CPO-4696
TAX ID#: 27-2209002
Term: NET 30
FOB: Destination

Williamson County

Rory Tierney
301 SE Inner Loop, Suite 105
Georgetown, TX 78626
Ph: (512) 943-1457
rory.tierney@wilco.org

Quote Number: [REDACTED]
Quote Date: 10/3/2023
Expiration Date: 11/2/2023

Freeit Data Solutions, Inc.

P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
(512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Rubrik Renewal				
Subscription				
2900	RS-UR-MH-PE-PP	Rubrik for M365, Managed, including unlimited FEGB per user; per user; Premium support; prepay Subscription Period: 10/20/2023 - 10/23/2024	\$52.41	\$151,989.00
240	RS-BT-EE-PE-PP	Rubrik Enterprise Edition; per usable BETB; Premium support; prepay Subscription Period: 10/24/2023 - 10/23/2024	\$1,031.75	\$247,620.00
240	RS-BT-RCDM-T	Rubrik Cloud Data Management Software, per usable BETB, Premium Support, Prepay Subscription Period: 10/20/2023 - 07/31/2024	\$0.00	\$0.00
60	RS-FT-NDA-PE-PP	Rubrik NAS Direct Archive; per FETB; Premium support; prepay Subscription Period: 11/16/2023 - 10/23/2024	\$125.07	\$7,504.20
60	RS-FT-NDA-PE-PP	Rubrik NAS Direct Archive; per FETB; Premium support; prepay Subscription Period: 11/16/2023 - 10/23/2024	\$125.09	\$7,505.40
Support				
4	RS-HW-SVC-PE-S2	Support for R6000S-2 hardware, prepay; Premium support Support Period: 10/24/2023 - 10/23/2024	\$3,509.45	\$14,037.80
			List Total:	\$1,257,618.49
			DIR Discounted Total:	\$1,132,161.80
			Shipping and Tax not applicable:	\$0.00
			Additional Discount:	(\$703,505.40)
			Grand Total:	\$428,656.40

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/DIR-CPO-4696> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Commissioners Court - Regular Session**34.****Meeting Date:** 10/31/2023

Approval of Agreement for VMware Software from Freelt Data Solutions, Inc. for Information Systems

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Renewal Agreement #202443 between Williamson County and Freelt Data Solutions Inc. to provide the Williamson County IT Department with annual maintenance of the VMWare Software in the total amount of \$223,442.83 per the terms of Contract #DIR-TSO-4288, and authorizing the execution of the agreement.

Background

This annual maintenance agreement of VMWare, the software that runs data centers and server infrastructure for the Williamson County IT Department. The attached agreement has the detailed information regarding this renewal. Information Systems, General Counsel, Budget and Contract Audit have reviewed this renewal agreement. Funding Source is 01.0100.0503.004505 FY24. Department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Freelt Data Solutions, Inc. Redacted Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 10/19/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/19/2023 10:26 AM

10/19/2023 10:32 AM

Started On: 10/17/2023 03:02 PM

**Williamson County**

Rory Tierney
301 SE Inner Loop, Suite 105
Georgetown, TX 78626
(512)943-1455
rory.tierney@wilco.org

Quote Number: [REDACTED]
Quote Date: 10/11/2023
Expiration Date: 10/24/2023

Contract No: DIR-TSO-4288
TAX ID#: [REDACTED]
Term: NET 30
FOB: Destination

Freeit Data Solutions, Inc.

P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
(512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
VMware Renewal				
Subscription Renewal				
10	WS-PRO-P-SSS-C	Production Support/Subscription for VMware Workstation Pro for 1 year Instance Number: 213726874 Subscription Period: 02/16/2024 - 02/15/2025	\$48.37	\$483.70
10	FUS-PRO-P-SSS-C	Production Support/Subscription for VMware Workstation Pro for 1 year VMware Fusion Pro for 1 year Instance Number: 213658137 Subscription Period: 02/16/2024 - 02/15/2025	\$48.37	\$483.70
3	VC-SRM8-25S-PSSS-C	Production Support/Subscription for VMware Site Recovery Manager 8 Standard (25 VM Pack) for 1 year Instance Number: 176104674, 176104672, 176104673 Subscription Period: 02/16/2024 - 02/15/2025	\$1,215.18	\$3,645.54
28	NSX-T-EPL-2M-PSSS-C	Production Support/Subscription VMware NSX-T Enterprise Plus per Processor Instance Number: 219234010 Subscription Period: 01/27/2024 - 02/15/2025	\$2,381.88	\$66,692.64
1	NSX-T-EPL-P-SSS-C	Production Support/Subscription for VMware NSX-T Enterprise Plus per Processor for 1 year Instance Number: 207566949 Subscription Period: 02/16/2024 - 02/15/2025	\$2,260.08	\$2,260.08
3	VS8-STD-P-SSS-C	Production Support/Subscription for VMware vSphere 8 Standard for 1 processor for 1 year Instance Number: 210943491 Subscription Period: 02/16/2024 - 02/15/2025	\$289.28	\$867.84
3	VCS8-STD-P-SSS-C	Production Support/Subscription VMware vCenter Server 8 Standard for vSphere 8 (Per Instance) for 1 year Instance Number: 208479703, 208479702, 208533620 Subscription Period: 02/16/2024 - 02/15/2025	\$1,493.82	\$4,481.46
37	VS8-EPL-P-SSS-C	Production Support/Subscription for VMware vSphere 8 Enterprise Plus for 1 processor for 1 year Instance Number: 211497931, 211576027, 211484073, 213401515, 213401514 Subscription Period: 02/16/2024 - 02/15/2025	\$955.89	\$35,367.93
3	VRNI6-ADV-CPU-P-SSS-C	Production Support/Subscription for VMware vRealize Network Insight 6 Advanced (per CPU) for 1 year Instance Number: 195533844 Subscription Period: 08/26/2023 - 02/15/2025	\$461.70	\$1,385.10
1	VMReinstatemntFee2	Reinstatement fee	\$210.52	\$210.52
30	HZ8-ENC-10-1Y-TLSS-C	VMware Horizon 8 Enterprise Term Edition 10 Concurrent User Pack for 1 year term license; includes Production Support/Subscription Subscription Period: 11/15/2023 - 11/14/2024	\$1,642.93	\$49,287.90

**Williamson County**

Rory Tierney
301 SE Inner Loop, Suite 105
Georgetown, TX 78626
(512)943-1455
rory.tierney@wilco.org

Quote Number: [REDACTED]
Quote Date: 10/11/2023
Expiration Date: 10/24/2023

Contract No: DIR-TSO-4288
TAX ID#: [REDACTED]
Term: NET 30
FOB: Destination

Freeit Data Solutions, Inc.

P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact: Leslie Spinks
(512) 818-9650 Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
33	VR19-CL-STD-SUB-1Y-C	VMware vRealize Cloud Universal Standard Edition - per CPU Commitment Plan - 12 month Prepaid	\$988.25	\$32,612.25
1	SPP-CREDIT-C	VMware Subscription Purchasing Program Credits	\$96.50	\$96.50
Subscription Period: 12/07/2023 - 12/06/2024				
1	NSX-T-EPL-C-2	VMware NSX-T Enterprise Plus per Processor	\$9,017.92	\$9,017.92
1	NSX-T-EPL-P-SSS-C-2	Production Support/Subscription for VMware NSX-T Enterprise Plus per Processor for 1 year	\$2,254.24	\$2,254.24
3	VS8-EPL-C-2	VMware vSphere 8 Enterprise Plus for 1 processor	\$3,811.75	\$11,435.25
3	VS8-EPL-P-SSS-C-2	Production Support/Subscription for VMware vSphere 8 Enterprise Plus for 1 processor for 1year	\$953.42	\$2,860.26
Subscription Period Duration: 12 Months				
Grand Total:				\$223,442.83

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at <https://dir.texas.gov/contracts/DIR-TSO-4288> and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

Commissioners Court - Regular Session**35.****Meeting Date:** 10/31/2023

Approval of Purchase for Fiber Installation at N. Campus to Old DPS building from Brycomm, LLC. for Information Systems

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase #202451 between Brycomm, LLC. and Williamson County for the total amount of \$235,551.00 pursuant to contract #DIR-CPO-4777, and authorizing the execution of the purchase. Funding Source is P537.

Background

The approval of this purchase will benefit the Information Systems Department with the completion of the fiber ring from the North Campus to the Old DPS Building allowing for true redundancy if there is a building or infrastructure failure. The attached quote has the details of the equipment being purchased and installed. Funding source is P537:2021CIP: Task 4.1. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Brycomm Redacted Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/26/2023 10:34 AM

10/26/2023 10:48 AM

Started On: 10/23/2023 01:33 PM

WILLIAMSON COUNTY SERVICE CONTRACT

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS SERVICES CONTRACT (hereinafter “Contract”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and Brycomm, LLC (hereinafter “Service Provider”), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Quote(s)/Proposal(s) being marked as **Exhibit “A,”** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County’s solicitation, if applicable

Should the County choose to add services in addition to those described in **Exhibit “A,”** such additional services shall be described in a separate written amendment to this Contract wherein the additional services shall be described, and the parties shall set forth the amount of compensation to be paid by the County for the additional services. Service Provider shall not begin any additional services and the County shall not be obligated to pay for any additional services unless a written amendment to this Contract has been signed by both parties.

Service Provider represents that Service Provider (including Service Provider’s agents, employees, volunteers, and subcontractors, as applicable) possess all certifications, licenses, inspections, and permits required by law to carry out the services and work described in **Exhibit “A.”** The Service Provider shall, upon written (including electronic) request, provide proof of valid licensure.

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party’s execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is

defined as the date by which all services and obligations outlined in Exhibit “A” shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before estimated to be 9/30/2024, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit “A”, this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

III.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit “A”**. The not-to-exceed amount shall be \$235,551.00.

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

The County is a political subdivision under the laws of the State of Texas and claims exemption from sales and use taxes under Tex. Tax Code Ann. §151.309, as amended. The County agrees to provide exemption certificates to Service Provider upon request. Likewise, the County is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any Services rendered.

IV.

Insurance: Service Provider shall provide and maintain, until the services covered in this Contract is completed and accepted by the County, the minimum insurance coverage in the minimum amounts as described below. Coverage shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company or otherwise acceptable to the County and name the County as an additional insured.

Type of Coverage	Limits of Liability
a. Worker's Compensation	Statutory
b. Employer's Liability	
Bodily Injury by Accident	\$500,000 Ea. Accident
Bodily Injury by Disease	\$500,000 Ea. Employee

Bodily Injury by Disease

\$500,000 Policy Limit

- c. Comprehensive general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:

COVERAGE	PER PERSONPER OCCURRENCE	
Comprehensive General Liability (including premises, completed operations and contractual)	\$1,000,000	\$1,000,000
Aggregate policy limits:	\$2,000,000	

- d. Comprehensive automobile and auto liability insurance (covering owned, hired, leased and non-owned vehicles):

COVERAGE	PER PERSONPER OCCURRENCE	
Bodily injury (including death)	\$1,000,000	\$1,000,000
Property damage	\$1,000,000	\$1,000,000
Aggregate policy limits	No aggregate limit	

Service Provider, as an independent contractor, meets the qualifications of an “Independent Contractor” under Texas Worker’s Compensation Act, Texas Labor Code, Section 406.141, and must provide its employees, agents, and sub-subcontractors worker’s compensation coverage. Contactor shall not be entitled to worker’s compensation coverage or any other type of insurance coverage held by the County.

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract.

V.

No Agency Relationship & Indemnification: It is understood and agreed that Service Provider shall not in any sense be considered a partner or joint venturer with the County, nor shall Service Provider hold itself out as an agent or official representative of the County. Service Provider shall be considered an independent contractor for the purpose of this Contract and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Contract. The County will not be liable for any loss, cost, expense, or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF SERVICE PROVIDER OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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

Additionally, the parties agree that under the Constitution and laws of the State of Texas, the County cannot enter into an agreement whereby the County agrees to indemnify or hold harmless another party; therefore, all references of any kind to County defending, indemnifying, holding, or saving harmless Service Provider for any reason are hereby deleted.

VIII.

Compliance With All Laws: Service Provider agrees and will comply with all local, state, or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Contract that are required by changes in federal, state, or local law or

regulations are automatically incorporated into the Contract without written amendment hereto and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Contract may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

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

XI.

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

XII.

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

XIII.

Good Faith Clause: Service Provider agrees to act in good faith in the performance of this Contract.

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

Confidentiality: Service Provider expressly agrees that he or she will not use any incidental confidential information that may be obtained while working in a governmental setting for his or her own benefit, and agrees that he or she will not enter any unauthorized areas or access

confidential information and he or she will not disclose any information to unauthorized third parties, and will take care to guard the security of the information at all times.

XVI.

Foreign Terrorist Organizations: Service Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVII.

Public Information: Service Provider understands that County will comply with the Texas Public information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act.

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery, or transporting company, in connection with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

Media Releases: Service Provider shall not use County's name, logo, or other likeness in any press release, marketing materials, or other announcement without the County's prior written approval.

XX.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: [WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf \(wilco.org\)](#). Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXI.

Entire Contract & Incorporated Documents; Conflicting Terms: This Contract constitutes the entire Contract between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this

Contract include the following:

- A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable;
- B. The cooperative purchasing contract or agreement applicable to this Contract, if any, set out on the signature page hereinbelow; and
- C. Insurance certificates evidencing coverages required herein above.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Contract and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Contract.

XXII.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of the County's governing body who is authorized to execute this instrument by order duly recorded may execute this Contract on behalf of the County.

WITNESS that this Contract shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

SERVICE PROVIDER:

Brycomm, LLC

Name of Service Provider

DocuSigned by:

Geri Smith

Authorized Signature

Geri Smith

Printed Name

Date: October 19, 2023

**Exhibit “A”
Quote/Proposal**



1051 New Technology Blvd. Hutto, TX 78634

Phone: (512) 712-4008 Fax: (512) 712-4009

CUSTOMER		BRYCOMM REP			
Williamson County Attn: Chris Ball Systems Engineer Technology Services cball@wilco.org		Chris Gonzales Project Executive - OSP Office: 512-712-4008 Cell: 512-569-5309 chris.gonzales@brycomm.com			
DATE	PROPOSAL NUMBER	DIR CONTRACT NUMBER			
9/21/23		DIR-CPO-4777			
PROJECT ADDRESS		PROJECT DESCRIPTION			
N. Campus to Old DPS		Fiber Installation			
LABOR DESCRIPTION		QTY	UNIT OF MEASURE	COST	TOTAL
ITEM #	LABOR				
UC-OSP-035	Fusion Splice Fiber Optic Pigtails	96	ea.	\$ 29.00	\$ 2,784.00
UC-OSP-036	Fusion Splicing, SM Fiber	192	ea.	\$ 35.00	\$ 6,720.00
UC-OSP-043	Bi-Directional OTDR Testing (dual wavelength)	96	ea.	\$ 16.00	\$ 1,536.00
AERIAL OSP FRM	Crew Foreman	320	hr.	\$ 75.00	\$ 24,000.00
HC-OSP-014	Bucket Truck Usage	320	hr.	\$ 75.00	\$ 24,000.00
HC-OSP-013	3man line crew	320	hr.	\$ 95.00	\$ 30,400.00
UC-OSP-091	Hand Dig New Anchor	32	ea.	\$ 250.00	\$ 8,000.00
INSTALL FOC LT	Lead Technician	40	hr.	\$ 75.00	\$ 3,000.00
INSTALL FOC ET	Entry Level Technician	40	hr.	\$ 65.00	\$ 2,600.00
MGMT SVCS SPM	Sr. Project Manager	320	hr.	\$ 105.00	\$ 33,600.00
DESIGN SVCS L3	Design Level 3	210	hr.	\$ 99.00	\$ 20,790.00
DESIGN SVCS L4	Sr. Consultant	210	hr.	\$ 113.00	\$ 23,730.00
		LABOR SUB-TOTAL:			\$181,160.00
MATERIAL DESCRIPTION		QTY	UNIT OF MEASURE	COST	TOTAL
ITEM #					
1	96 Strand SM Armored OSP FOC	15000	ft.	\$ 2.10	\$ 31,500.00
12	Slack Management Brackets (Loopers) -	10	set	\$ 54.00	\$ 540.00
15	Splicing Consumables	288	ea.	\$ 1.50	\$ 432.00
19	FOSC 450B Splice Enclosure	1	ea.	\$ 316.00	\$ 316.00
20	FOSC 450 Splice Trays	8	ea.	\$ 21.25	\$ 170.00
21	FOSC 450 Aerial Clamps	1	ea.	\$ 34.00	\$ 34.00
25	Anchor, Downguy, and Guard	32	ea.	\$ 94.00	\$ 3,008.00
31	Panduit 4U Port Fiber Box	1	ea.	\$ 557.00	\$ 557.00
33	Panduit SM LC 6 Duplex Adapter Panel - 12F	8	ea.	\$ 119.75	\$ 958.00
34	Panduit Fan Out Kit	8	ea.	\$ 40.25	\$ 322.00

35	Panduit Panel Blank	4	ea.	\$ 6.00	\$ 24.00
36	Panduit Splice Tray	8	ea.	\$ 85.00	\$ 680.00
37	Panduit Splice Tray Holder	1	ea.	\$ 97.00	\$ 97.00
38	Panduit 12 Strand SM LC Pigtail	8	ea.	\$ 126.00	\$ 1,008.00
45	Grounding/Bonding	1	ea.	\$ 40.00	\$ 40.00
46	1.25" Steel Banding	1	roll	\$ 146.50	\$ 146.50
47	1.25" Steel Banding Mounting Plates	4	ea.	\$ 10.50	\$ 42.00
48	1.25" Steel Banding Mounting Dead Ends	2	ea.	\$ 67.75	\$ 135.50
49	1.25" Steel Banding Bolt/Clamp	4	ea.	\$ 23.00	\$ 92.00
50	Pole Attachment Hardware	1	lot	\$ 3,225.00	\$ 3,225.00
51	1/4" EHS Galvanized Strand w/Attachment	15000	ft.	\$ 0.39	\$ 5,850.00
52	Lashing Materials	15000	ft.	\$ 0.08	\$ 1,200.00
53	Wrap Around Fiber Markers	2000	ea.	\$ 1.82	\$ 3,640.00
54	Stand-Off Bracket 15"	4	ea.	\$ 72.75	\$ 291.00
55	HD Cable Ties	2	pk.	\$ 41.50	\$ 83.00
	0				\$ -
	0	MATERIAL SUB-TOTAL:			\$54,391.00
		TOTAL:			\$ 235,551.00

Commissioners Court - Regular Session**36.****Meeting Date:** 10/31/2023

Approval of Rental Agreement for Stalker Radar from Safeware, Inc. for Sheriff's Office

Submitted For: Joy Simonton**Submitted By:** Misty Brooks, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving lease agreement #202424 between Williamson County and Safeware, Inc. for Stalker Radar equipment in the total amount of \$375,840.00 for four years pursuant to Omnia contract #440008468 and authorizing the execution of the agreement.

Background

Approval of Rental Agreement #202424 will benefit the Williamson County Sheriff's Office. Contract term is effective November 1, 2023 through October 31, 2027. This agreement contains products designed for Public Safety and Emergency Preparedness and Related Service. Funding source is 01.0100.0560.004623 as per FY24 budget. Point of contact is Assistant Chief James David.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Safeware Rental Agreement

Safeware 1295 Form

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Misty Brooks

Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/26/2023 08:31 AM

10/26/2023 08:42 AM

Started On: 10/04/2023 11:22 AM

WILLIAMSON COUNTY
RENTAL AGREEMENT
(Safeware, Inc.)

Important Notice: County Purchase Orders and Agreements constitute expenditures of public funds, and all vendors are hereby placed on notice that any quotes, invoices or any other forms that seek to unilaterally impose contractual or quasicontractual terms are subject to the extent authorized by Texas law, including but not limited to the Texas Constitution, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS RENTAL AGREEMENT (hereinafter “Agreement”) is made and entered into by and between **Williamson County, Texas** (“County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Safeware, Inc.** (hereinafter “Vendor”), both of which are referred to herein as the parties. The Vendor agrees to lease the goods described herein to the County pursuant to the following terms, conditions, and restrictions:

I.

Goods: Vendor shall provide County the goods described in the attached Quote(s)/Proposal(s) being marked as **Exhibit “A,”** which is incorporated herein to the extent it meets or exceeds the County’s solicitation, if applicable.

Should the County choose to rent goods in addition to those described in **Exhibit “A”**, such additional goods shall be described in a separate written amendment to this Agreement wherein the additional goods shall be described and the parties shall set forth the amount of compensation to be paid by the County for the additional goods. Vendor shall not lease any additional goods and the County shall not be obligated to pay for any additional goods unless a written amendment to this Agreement has been signed by both parties.

II.

Effective Date: This Agreement shall be in full force and effect as of the date of the last party’s execution below.

Term: The Vendor agrees to lease the goods described in **Exhibit “A”** for a term of four (4) years beginning on November 1, 2023 and ending on October 31, 2027.

III.

Consideration and Compensation: County shall pay Vendor rent for the goods in the amount set out in **Exhibit "A."** Payment for the goods 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 agreement; or (2) the date the Williamson County Auditor receives an invoice for the goods. Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of the County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

IV.

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

V.

No Agency Relationship & Indemnification: It is understood and agreed that Vendor shall not in any sense be considered a partner or joint venturer with the County, nor shall Vendor hold itself out as an agent or official representative of the County. Vendor shall be considered an independent contractor for the purpose of this Agreement and shall in no manner incur any expense or liability on behalf of the County other than what may be expressly allowed under this Agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Vendor or failure to act relating to the services being provided.

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE VENDOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. VENDOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO

DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

INDEMNIFICATION - OTHER THAN EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM THE PERFORMANCE OF THIS AGREEMENT OR THE WORK DESCRIBED HEREIN, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF VENDOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH CLAIM, DAMAGE, LOSS OR EXPENSE IS CAUSED IN WHOLE OR IN PART BY A PARTY INDEMNIFIED HEREUNDER.

VII.

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

VIII.

Compliance With All Laws: Vendor agrees and will comply with any and all local, state or federal requirements with respect to the services rendered. Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal, state or local law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designed by such law or by regulation.

IX.

Termination: This Agreement may be terminated at any time at the option of either party, without future or prospective liability for performance, upon giving thirty (30) days written notice thereof.

X.

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

XI.

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

XII.

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

XIII.

Good Faith Clause: Vendor agrees to act in good faith in the performance of this Agreement.

XIV.

No Assignment: Vendor may not assign this Agreement.

XV.

Foreign Terrorist Organizations: Vendor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

XVI.

Public Information: Vendor understands that County will comply with the Texas Public Information Act as interpreted by judicial ruling and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this Purchase Order or any resulting contracts may be subject to public disclosure pursuant to the Texas Public Information Act.

XX.

Entire Agreement & Incorporated Documents: Conflicting Terms: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated into this Agreement include the following:

- A. As described in the attached Quote(s)/Proposal(s), and being marked **Exhibit "A,"** which is incorporated herein to the extent the Quote(s)/Proposal(s) meets or exceeds the requirements of County's solicitation, if applicable; and
- B. The cooperative purchasing contract or agreement applicable to this Agreement, if any, set out on the signature page hereinbelow.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Agreement and the terms of any other purchase order(s), contract(s) or any document attached hereto as exhibits relating to the services and goods subject of this Agreement.

WITNESS that this Agreement shall be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

Authorized Signature

Printed Name

Date: _____, 20____

VENDOR:

Safeware, Inc.

Name of Vendor

Diana M. Mularky

Authorized Signature

Diana M. Mularky

Printed Name

Date: October 13, 2023

Cooperative Purchasing Contract or Agreement (if applicable): Omnia 4400008468

Exhibit “A”
Quote/Proposal



QUOTATION

Safeware, Inc.
801 W. 116th Avenue
Ste #400
Westminster, CO 80234
303-322-3577
www.safewareinc.com

Order Number	
[REDACTED]	
Order Date	Page
10/11/2023 12:35:25	1 of 2

Quote Expires On: 11/10/2023

Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** [REDACTED]
Williamson County Sheriffs Office
508 South Rock Street
Georgetown, TX 78626

Ship To:
Williamson County Sheriffs Office
508 South Rock Street
Georgetown, TX 78626

512-943-1100

<i>PO Number</i>	<i>Taker</i>	<i>Email</i>
Rev. 4 yr rental	Vicky Garcia	vgarcia@safewareinc.com
<i>Freight Terms</i>	<i>Phone</i>	<i>Fax</i>
Freight Paid		
<i>Sales Representative</i>		
Kenneth Crawford		

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
1.00	0.00	1.00	EA		K_CRAWFORD	EA	0.00	0.00
				1.0	For questions concerning this proposal please contact your local Safeware territory Manager Kenneth Crawford Direct line- 281-755-3692 Safeware Office: 1-800-282-4782 Email- Kcrawford@safewareinc.com	1.0		
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
				1.0	OMNIA Contract #4400008468 Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. *Register with OMNIA at www.omniapartners.com/publicsector	1.0		
864.00	0.00	864.00	EA		STL 807-0001-00-RENT	EA	85.00	73,440.00
				1.0	DSR 2X Radar w/ Fast Lock - Rental \$85 per unit per month for 4 years	1.0		
3,552.00	0.00	3,552.00	EA		STL 805-0022-00-RENT	EA	60.00	213,120.00
				1.0	Dual Antenna Radar System - Rental Unit \$60 per unit per month for 4 years	1.0		
192.00	0.00	192.00	EA		STL 803-0005-00-RENT	EA	45.00	8,640.00



QUOTATION

Safeware, Inc.
801 W. 116th Avenue
Ste #400
Westminster, CO 80234
303-322-3577
www.safewareinc.com

Order Number	
[REDACTED]	
Order Date	Page
10/11/2023 12:35:25	2 of 2

Quote Expires On: 11/10/2023

Contract No: OMNIA Contract #4400008468

Quantities					Item ID	Pricing	Unit	Extended
Ordered	Allocated	Remaining	UOM	Unit Size	Item Description	UOM	Price	Price
						Unit Size		
				1.0	Stalker II Stationary Radar -Rental Unit	1.0		
					\$45 per unit per month for 4 years			
288.00	0.00	288.00	EA	1.0	STL 807-0015-00-RENT	EA	85.00	24,480.00
				1.0	DSR 2X Motorcycle Package - Rental Unit	1.0		
					\$85 per unit per month for 4 years			
624.00	0.00	624.00	EA	1.0	STL 808-6125-00-RENT	EA	90.00	56,160.00
				1.0	Stalker Lidar RLR - Rental Unit	1.0		
					\$90 per unit per month for 4 years			

Total Lines: 7

SUB-TOTAL: 375,840.00

TAX: 0.00

AMOUNT DUE: 375,840.00

Actual freight added per freight terms

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Safeware, Inc.
Lanham, MD United States

Certificate Number:
2023-1083338

Date Filed:
10/13/2023

Date Acknowledged:
10/13/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Williamson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

10004551
Stalker Lease

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**37.****Meeting Date:** 10/31/2023

Approval of Agreement for the Annual Software Maintenance for Orion Collections from Tyler Technologies, Inc. for the Tax Office

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving agreement #202445 for Tyler Technologies Orion Software Maintenance and Support in the amount of \$105,850.00 and exempting Tyler Technologies, Inc. from the competitive bidding requires per Texas Local Government Code, Section 262.024 (a)(7)(D) captive replacement parts or components for equipment.

Background

Approval of this item will support the operations of the Williamson County Tax Office. Tyler Technologies is the current and only provider of their Orion software that the Tax Office uses, and can therefore be the only provider of the annual software maintenance and support. Invoice is attached that covers the period from October 1st, 2023 to September 30th, 2024. Funding source is 01.0100.0499.004208 as per FY24 budget. Department contact is Larry Gaddes.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Redacted Tyler Technologies Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Mary Watson

Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/25/2023 04:25 PM

10/26/2023 08:45 AM

Started On: 10/18/2023 01:22 PM



Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No [REDACTED]	Date 09/01/2023	Page 1 of 1
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Questions:

Tyler Technologies- Appraisal & Tax
Phone: 1-800-772-2260 Press 2, then 4
Email: ar@tylertech.com



Bill To: WILLIAMSON COUNTY TAX OFFICE
904 SOUTH MAIN
GEORGETOWN, TX 78626

Ship To: WILLIAMSON COUNTY TAX OFFICE
904 SOUTH MAIN
GEORGETOWN, TX 78626

Cust No.-BillTo-ShipTo [REDACTED] - MAIN - MAIN	Ord No [REDACTED]	PO Number	Currency USD	Terms NET30	Due Date 10/01/2023
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Date	Description	Units	Rate	Extended Price
Contract No.: Williamson County Tax Off				
	Orion: Collections Online	1	105,850.00	105,850.00
Maintenance: Start: 01/Oct/2023, End: 30/Sep/2024				

Exempted by CC

****ATTENTION****

Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal 105,850.00

Sales Tax \$0.00

Invoice Total 105,850.00

Commissioners Court - Regular Session**38.****Meeting Date:** 10/31/2023

Approval of Emergency Extension for Chiller Rental for Criminal Justice Center HVAC System from Carrier Corporation for Facilities Management

Submitted For: Joy Simonton**Submitted By:** Gretchen Glenn, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving extension of emergency rental agreement originally approved in Commissioners Court on January 24, 2023 item #18 with Carrier Corporation, in the amount of \$25,509.00 for the first month (and a \$13,648.00 monthly cost thereafter) for a 200 ton air-cooled chiller for the Justice Center.

Background

This emergency agreement is for a temporary chiller rental at the Criminal Justice Center located at 405 Martin Luther King Dr., Georgetown, TX 78626. The chiller is a critical component of the heating, ventilation, and air conditioning (HVAC) system. The county lost one power leg of a 3-phase power system over a period of about 6 hours back in January. Georgetown Utility Systems restored power, but our equipment was damaged by single phasing during this time. The original agenda item for the rental agreement dated January 24, 2023 #18, was exempted from the competitive bidding requirements as per Section 262.024 (a)(3) [an item necessary because of unforeseen damage to public property]. The original term was for a ten (10) month rental. However, due to supply chain issues and long lead times for replacement chillers, an extension is needed through the remainder of FY24. The original quoted amount and agreement is still valid and will be in effect until the replacement unit arrives. Funding Source is 01.0100.1009.004510. Department Point of Contact is Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Original Agreement

Form Review**Inbox**

County Judge Exec Asst.

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Gretchen Glenn

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Joy Simonton

Becky Pruitt

Date

10/25/2023 08:48 PM

10/26/2023 08:33 AM

10/26/2023 08:53 AM

Started On: 10/25/2023 02:56 PM



Prepared Williamson County

For: Attn: Shantil Moore

Project Info: Provide a 200 ton rental chiller

Quote No: Justice Center

Location: 405 Martin Luther King Dr
Georgetown, TX 78626

Date: 1/18/2023

Prepared By: Dave Holmes
Carrier Commercial Service
11100 Metric Blvd, Suite 400
Austin, TX
M: 512-563-1956
dave.holmes@carrier.com

Description of Work: **Buy Board # 558-18** quote to furnish and install a 200 ton air-cooled rental chiller

Scope of Work:

Furnish all labor and material to deliver and install a 200 ton air-cooled chiller. See attached submittal data for equipment details

- Rental chiller will be delivered on a roll back trailer and set on street in front of building
 - Two (2) six inch chill water hoses to be connected to building chill water system
 - Customer to provide 600 amp electrical service, 460/3/60 for connection of cables
 - Start-up rental and check operation

Scope Clarifications:

- All work to be performed during normal work hours
- Price includes installation and start-up
- First month rental pricing includes round trip delivery charges, installation, start-up, and takedown at end of rental period
- Customer is responsible for service calls that do NOT require any parts or repairs to chiller
- Minimum rental period is one month, see pricing included for recurring monthly rental

Scope Exclusions:

- Overtime Labor
- Any labor or material other than for listed scope of work



Pricing Summary

Rental cost for first month excluding applicable State sales tax:	\$25,509.00
Monthly rental cost thereafter excluding applicable State sale tax	\$13,648.00

Buy Board terms and conditions will govern in lieu of any other terms and conditions contained in any resulting Purchase Order, Contract, Agreement, etc. Thank you for your consideration of Carrier Corporation for this project. We look forward to working with you and your team on this unique opportunity. Please feel free to contact me anytime with questions or for any clarifications or scope modifications.

Dave Holmes
Senior Service Sales Representative
Carrier Corporation

PROCEED AS INDICATED:

Carrier Corporation

Dave Holmes
Name
Dave Holmes 1-19-23
Signature Date
SERVICE SALES REP
Title

CUSTOMER:

Customer Name

Signature Date

Title



CARRIER CORPORATION TERMS AND CONDITIONS OF SALE – EQUIPMENT AND/OR SERVICE

- 1. PAYMENT AND TAXES** - Payment shall be made net 30 days from date of invoice. Carrier reserves the right to require cash payment or other alternative method of payment prior to shipment or completion of work if Carrier determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the price, Customer shall pay Carrier any taxes or government charges arising from this Agreement. If Customer claims that any such taxes or government charges do not apply to the transactions governed by this Agreement, Customer shall provide Carrier with acceptable tax exemption certificates or other applicable documents. All past due invoices will accrue interest at the lesser of 1% per month or the maximum amount allowable by law.
- 2. EXTRAS** - Equipment, parts, or labor in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization, paid for as an extra at Carrier's prevailing labor rates and equipment/parts charges, and subject to the terms of this Agreement.
- 3. RETURNS** - No items will be accepted for return without prior written authorization. Returned goods may be subject to a restocking charge. Special order and non-stock items cannot be returned.
- 4. SHIPMENT** - All shipments shall be F.O.B. shipping point, freight prepaid and allowed to the job site. Shipment dates quoted are approximate. Carrier does not guarantee a particular date for shipment or delivery.
- 5. PARTIAL SHIPMENT** - Carrier shall have the right to ship any portion of the equipment, goods or other materials included in this Agreement and invoice Customer for such partial shipment.
- 6. DELAYS** - Carrier shall not be liable for delays in manufacturing, shipping, or delivery by causes beyond the control and without the fault or negligence of Carrier, including but not restricted to acts of God, acts of a public enemy, acts of government, acts of terrorism, fires, floods, epidemics, quarantine restrictions, freight embargoes, supplier delays, strikes, or labor difficulties (collectively "Force Majeure Events"). Carrier agrees to notify Customer in writing as soon as practicable of the causes of such delay. In the event that any materials or equipment to be provided by Carrier under this Agreement become permanently unavailable as a result of a Force Majeure Event, Carrier shall be excused from furnishing such materials or equipment.
- 7. WARRANTY** - Carrier warrants that all equipment manufactured by Carrier Corporation and all Carrier equipment, parts or components supplied hereunder will be free from defects in material and workmanship. Carrier shall at its option repair or replace, F.O.B. point of sale, any equipment, part, or component sold by Carrier and determined to be defective within one (1) year from the date of initial operation or eighteen (18) months from date of shipment, whichever is earlier. Carrier does not warrant products not manufactured by Carrier Corporation, but it does pass on to Customer any transferrable manufacturer warranties for those products. Carrier warrants that all service provided by Carrier hereunder shall be performed in a workmanlike manner. In the event any such service is determined to be defective within ninety (90) days of completion of that service, Carrier shall at its option re-perform or issue a credit for such service. Carrier's obligation to repair or replace any defective equipment, parts or components during the warranty period shall be Customer's exclusive remedy. Carrier shall not be responsible for labor charges for removal or reinstallation of defective equipment, parts, or components, for charges for transportation, handling and shipping or refrigerant loss, or for repairs or replacement of such equipment, parts, or components, required as a consequence of faulty installation, misapplication, vandalism, abuse, exposure to chemicals, improper servicing, unauthorized alteration, or improper operation by persons other than Carrier. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 8. WORKING HOURS** - All services performed under this Agreement, including but not limited to, major repairs, are to be provided during Carrier's normal working hours unless otherwise agreed.
- 9. CUSTOMER RESPONSIBILITIES (Service Contracts only)** - Customer shall:
- Provide safe and reasonable equipment access and a safe work environment.
 - Permit access to Customer's site and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service, and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls, or partitions that may be necessary to perform the specified service.
 - Promptly notify Carrier of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Carrier to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Carrier's remote monitoring service is provided, provide, and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
 - Promptly address any issues that arise related to mold, fungi, mildew, or bacteria.
 - Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.
- 10. EXCLUSIONS** - Carrier is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Carrier is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Carrier's control. Carrier shall not be required to perform tests, install any items of equipment, or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such



recommendations occur, Carrier, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Carrier shall not be required to repair or replace equipment that has not been properly maintained.

11. EQUIPMENT CONDITION & RECOMMENDED SERVICE (Service Contracts only) - Upon the initial scheduled operating and/or initial annual stop inspection, should Carrier determine the need for repairs or replacement, Carrier will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Carrier recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Carrier shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Carrier at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

12. PROPRIETARY RIGHTS (Service Contracts only) - During the term of this Agreement and in combination with certain services, Carrier may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Carrier. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.

13. DATA RIGHTS (Service Contracts only) - Customer hereby grants and agrees to grant to Carrier a worldwide, non-exclusive, non-terminable, irrevocable, perpetual, paid-up, royalty free license to any Source Data, with the right to sub-license to its affiliates and suppliers for (i) Carrier's performance of services pursuant to this Agreement, (ii) the improvement of Carrier services, and Carrier's Analytics Platform; (iii) improving product performance, operation, reliability, and maintainability; (iv) to create, compile, and/or use datasets and/or statistics for the purposes of benchmarking, development of best practices, product improvement; (v) the provision of services to third parties, (vi) research, statistical, and marketing purposes, and/or (vii) in support of Carrier agreements.

Source Data – shall mean data that is produced directly from a system, or device and received at a collection point or a central server (e.g., a Carrier database, data lake, or third party cloud service).

Analytics Platform – shall mean server algorithms or web interface systems used to (i) interpret, convert, manipulate, or calculate data, (ii) perform data processing, and/or (iii) the delivery of data to Carrier, affiliates, or suppliers of Carrier, and/or Customer.

14. RETURN OF DATA (Service Contracts only) - Customer understands and acknowledges that the portable devices will collect Source Data that will be stored on and/or transmitted to Carrier's servers and to suppliers or affiliates that are contracted by Carrier and used to transmit, process, extract or store such Source Data for purposes of Carrier's performance of the service in accordance with this Agreement. Once such data and information has been stored and/or transmitted to Carrier's servers, Customer agrees that such data and information shall become part of Carrier's database and therefore subject to the license terms under section 13.

15. DATA DELIVERY - During the term of the Agreement Customer shall (i) make reasonable efforts to ensure that the hardware remains powered on, (ii) avoid intentional action to impede, block or throttle collection and transmission of Source Data by Carrier, and (iii) avoid intentional action to disable, turn off, or remove the hardware without Carrier's express written consent, which consent shall not be unreasonably withheld.

16. REVERSE ENGINEERING - Customer shall not extract, decompile, or reverse engineer any software included with, incorporated in, or otherwise associated with the hardware and shall not reverse engineer any reports or analytics provided to or received by Customer from Carrier.

17. WAIVER OF DAMAGES - Under no circumstances shall Carrier be liable for any incidental, special, or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence.

18. LIMITATION OF LIABILITY - Carrier's maximum liability for any reason (except for personal injuries) arising from this Agreement shall not exceed the value of the payments received by Carrier under this Agreement.

19. CANCELLATION - Customer may cancel this Agreement only with Carrier's prior written consent, and upon payment of reasonable cancellation charges. Such charges shall take into account costs and expenses incurred, and purchases or contract commitments made by Carrier and all other losses due to the cancellation including a reasonable profit.

20. CUSTOMER TERMINATION FOR CARRIER NON-PERFORMANCE - Customer shall have the right to terminate this Agreement for Carrier's non-performance provided Carrier fails to cure such non-performance within thirty (30) days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Carrier shall have free access to enter Customer locations to disconnect and remove any Carrier personal proprietary property or devices as well as remove any and all Carrier-owned parts, tools, and personal property. Additionally, Customer agrees to pay Carrier for all incurred but unamortized service costs performed by Carrier including overheads and a reasonable profit.

21. CARRIER TERMINATION - Carrier reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions, or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Carrier.

22. CLAIMS - Any lawsuits arising from the performance or nonperformance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.

23. GOVERNMENT PROCUREMENTS - The components, equipment and services provided by Carrier are "commercial items" as defined in Section 2.101 of the Federal Acquisition Regulations ("FAR"), and the prices of such components, equipment and services are based on Carrier's commercial pricing policies and practices (which do not consider any special requirements of U.S. Government cost principles, FAR Part 31, or any similar procurement regulations). As such, Carrier will not agree to provide or certify cost or pricing data, nor will Carrier agree to comply with the Cost Accounting Standards (CAS). In addition, no government procurement regulations, such as FARs or DFARs, shall apply to this Agreement except those regulations expressly accepted in writing by Carrier.

24. HAZARDOUS MATERIALS - Carrier is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. If Carrier encounters any asbestos or other hazardous material while performing



this Agreement, Carrier may suspend its work and remove its employees from the project, until such material and any hazards associated with it are abated. The time for Carrier's performance shall be extended accordingly, and Carrier shall be compensated for the delay.

25. WASTE DISPOSAL - Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.

26. SUPERSEDE, ASSIGNMENT and MODIFICATION - This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral, or written, statements. Customer may assign this Agreement only with Carrier's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties. Orders shall be binding upon Carrier when accepted in writing by an authorized representative of Carrier. CARRIER'S ACCEPTANCE OF CUSTOMER'S ORDER IS CONDITIONED UPON CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS SET FORTH HEREIN (THIS "AGREEMENT") AND CUSTOMER'S AGREEMENT TO BE BOUND BY AND COMPLY WITH THIS AGREEMENT. THIS AGREEMENT AND ALL REFERENCED ATTACHMENTS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CARRIER AND CUSTOMER, AND NO AMENDMENT OR MODIFICATION SHALL BE BINDING ON CARRIER UNLESS SIGNED BY AN OFFICER OR AUTHORIZED EMPLOYEE OF CARRIER. THE FAILURE OF CARRIER TO OBJECT TO PROVISIONS CONTAINED IN ANY PURCHASE ORDER OR OTHER DOCUMENT OF CUSTOMER SHALL NOT BE CONSTRUED AS A WAIVER BY CARRIER OF THE TERMS IN THIS AGREEMENT OR AN ACCEPTANCE OF ANY OF CUSTOMER'S PROVISIONS. **ANY CONFLICTING OR ADDITIONAL TERMS OR CONDITIONS SET FORTH BY CUSTOMER IN A PURCHASE ORDER OR OTHER DOCUMENT SHALL NOT BE BINDING UPON CARRIER, AND CARRIER HEREBY EXPRESSLY OBJECTS THERETO.**

27. CUSTOMER CONSENT - Customer consents and agrees that Carrier may, from time to time, publicize Carrier related projects with Customer, including the value of such projects, in all forms and media for advertising, trade, and any other lawful purposes.

28. FOR WORK BEING PERFORMED IN CALIFORNIA - Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

29. INTELLECTUAL PROPERTY – Notwithstanding anything to the contrary stated herein, Carrier retains ownership of its intellectual property and no license to Carrier's intellectual property is granted except as necessary for Customer to use any deliverables and/or services provided hereunder.

30. DATA PRIVACY – Carrier processes personal data in accordance with its privacy notice at Carrier.com. Each party will comply with applicable data privacy laws governing personal information collected and processed under this Agreement, including the California Consumer Privacy Act and the European General Data Protection Regulation, and take all reasonable commercial and legal steps to protect personal data. If Customer provides Carrier with personal data, Customer will ensure that it has the legal right to do so, including notifying the individuals whose personal data it provides to Carrier. If a party collects or processes personal data from California residents under this Agreement, such party is a "Service Provider" under the CCPA and will not sell or exchange such personal data for anything of value.

31. FACTORY ACCEPTANCE TESTS AND INSPECTIONS – The nature and extent of factory acceptance tests or factory inspections, including without limitation, the number and identity of participants, locations visited, and activities undertaken, shall be limited to activities directly related to the performance of this Agreement. The tests or inspections will be subject to mutual agreement of the parties, Carrier policy and internal pre-approval requirements, and strictly comply with Customer's policies as well as all applicable laws and regulations including, without limitation, all applicable laws and regulations prohibiting corruption.



Unit Arrangement - Dimensions are Approximate

200 Ton Air Cooled Chiller

General Description and Features:

Ready for outdoor operation with minimal setup.
Complete microprocessor control center
Single point power connections
Forkliftable
Pre-wired 50 amp disconnect for pump
Low ambient temperature operation to -20°F
High ambient temperature operation to 115°F
Brine mode to 25°F
120V shore power receptacle

Mechanical Data:

Cooler Connections	6" 150 lbs RF flange in/out
Water Volume	34 gallons
Water Max. pressure	150 psig (300 psig option)
Minimum Load	30 tons
Min. / Max. Water Flow	223 / 892 gpm
Circuits / Compressors	2 / 2
Refrigerant / Charge	R134a / 225 lbs / 225 lbs
Oil / Charge	POE / 6.3 / 6.3 gals

Equipment Data:

Model 30XAB20069-04S53

Shipping Data:

Shipping Weight	20,000 lbs
Dimensions	25'L x 8'10"W x 8 1/2'H
Leveling Required	Within 1/8" per foot
Installed Clearances	8' (sides), 4' (electrical)

Electrical Data:

Voltage	460 V / 3 phase / 60 hertz
Disconnect Size	ckt1
Connection	Leviton Series 16 Camlock
Cables	4/0 - (2) Sets, (1) Ground
FLA/ MCA Chiller	360 / 397 amps
Pump Breaker	50 amp added if using pump

Single Disconnect

Leaving Water Temp.	Leaving Brine Temp.	Capacity in Tons			
		Ambient Air Temperature			
		85° F	95° F	105° F	115° F
55° F		232	225	214	206
50° F		219	211	202	193
45° F		206	197	190	180
40° F		189	182	174	166
	35° F	176	167	160	136
	30° F	165	158	152	128
	25° F	156	150	143	121

Water Limits: 55°F to 40°F / Brine: 25°F

Chiller Barrel Flow VS Pressure Drop	
Flow (GPM)	Pressure Drop * (PSID)
200 Min.	1.1
300	2.5
400	4.4
500 std.	6.9
600	10
700	14
800 Max.	18

*Cooler only

24 Hour Hotline 800-586-8336

CarrierRentals.com

Commissioners Court - Regular Session**39.****Meeting Date:** 10/31/2023

FY24 Capital Improvement Program Projects

Submitted By: Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve the assigned project numbers for the new projects in the FY24 Capital Improvement Program.

Background

On October 10, 2023, item 34 was approved. This item assigns project numbers to the new projects.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Assigned Project Numbers

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 08:44 AM

Started On: 10/11/2023 01:30 PM

<u>Approval Date</u>	<u>CIP Item</u>	<u>Project #</u>	<u>Project</u>
10/10/2023	0306	P632	Backup 911 Center
10/10/2023	1001C	P633	Radio Tower/Land
10/10/2023	1003	P634	Carlson Cove Tower Enhanced Monitoring
10/10/2023	0396	P635	EXPO Center-Group Pavilions
10/10/2023	0399	P636	EXPO Center-Elevated Water Storage Tank
10/10/2023	4011	P637	Fleet Parts Room Expansion
10/10/2023	4120	P638	Taylor Tax Office Remodel
10/10/2023	4121	P639	Holly Street Warehouse Remodel
10/10/2023	N/A	P640	Tracey Chambers Lane

Commissioners Court - Regular Session**40.****Meeting Date:** 10/31/2023

2019 Road Bond Transfer

Submitted By: Tomika Lynce, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving a 2019 Road Bond transfer to move \$100,000 from P371 (Corridor E2) to P372 (Corridor E3).

Background

Please see the attached memo for further information.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2019 Road Bond Memo

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Tomika Lynce

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 11:49 AM

Started On: 10/26/2023 11:22 AM

Ms. Tomika Lynce
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626



October 26, 2023

Re: 2019 Road Bond Budget Allocation

Dear Ms. Lynce,

Please make the following budget allocations for the 2019 Road Bond Program:

- Move \$100,000.00 from P371 Corridor E2 and move to P372 Corridor E3.

If you have any questions, please let me know.

Thank you.

A handwritten signature in blue ink that reads "Christen Eschberger". The signature is written in a cursive, flowing style.

Christen A. Eschberger, P.E.

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Michael J. Weaver., HNTB
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session**41.****Meeting Date:** 10/31/2023

Approval of Purchase for Commercial Driver's License Training at Good Roby LLC for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Gretchen Glenn, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving purchase of Class A Commercial Driver's License (CDL) Training classes via the CDL Elite Program from Good Roby LLC #202448 for the Road and Bridge Department in the amount of \$49,700.00, exempting the purchase from competitive bidding under Texas Local Government Code 262.024 (a)(4) for personal or professional service.

Background

Approval of this item will support the operations of the Williamson County Road and Bridge Department. Requisition #133145 was submitted for the purchase of Class A Commercial Driver's License CDL Training classes in the amount of \$3,550.00 per lesson for fourteen (14) employees with a total amount of \$49,700.00. The CDL Elite training program consists of driver instruction classes with unlimited hours of behind-the-wheel training, and the furnishing of a dual controlled car for all practical instruction. Funding source is 01.0200.0210.004232. The point of contact is Lee Garrett.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Gretchen Glenn

Final Approval Date: 10/26/2023

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/26/2023 08:43 AM

10/26/2023 08:49 AM

Started On: 10/23/2023 04:14 PM

CDL TRAINING AT GOOD ROBY
1 Chisholm Trail Road, Ste 450,
Round Rock, TX, 78681

To the Order of
THE WILLIAMSON COUNTY ROAD AND BRIDGE

Quote # 00006

Item	Description	Unit Price	Quantity	Amount	
Product	The CDL "ELITE" Program	3550.00	14.00	49,700.00	
				Subtotal	49,700.00
				Total	49,700.00
				Amount Paid	0.00
				Quote	\$49,700.00

Quote Date 08/15/2023

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

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

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

Commissioners Court - Regular Session**42.****Meeting Date:** 10/31/2023

23IFB34 CR 307 Reconstruction - Change Order 1 (Work Zone Striping)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 1 in the amount of \$10,447.50 for Project 23IFB34 CR 307 Reconstruction (Joe Bland Construction) P: 394 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for installing work zone pavement markings on CR 307, which were not included in the bid tabs. The work zone pavement markings were added for additional safety measures due to the new school being opened. Please see attached Change Order for additional details.

This Change Order results in a net increase of \$10,447.50 to the Contract amount, for an adjusted Contract total of \$2,807,280.30. The original Contract amount was \$2,796,832.80. As a result of this and all Change Orders to-date, \$10,447.50 has been added to the Contract, resulting in a 0.37% net increase in the overall Contract cost. As a result of this Change Order, zero (0) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

23IFB34-CR 307 CO#1

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 10:50 AM

Started On: 10/25/2023 02:43 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

1. CONTRACTOR: Joe Bland Construction
2. Change Order Work Limits: Sta. 32+32 to Sta. 15+00
3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)
4. Reasons: 2I (3 Max. - In order of importance - Primary first)

Project: 23IFB34

Roadway: CR 307

CSJ Number: _____

5. Describe the work being revised:

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs (unforeseeable): This Change Order adds work zone pavement markings to the CR307 portion of the project. With the added amount of traffic on CR 307 due to the new school opening, the temporary pavement markings were added as an additional safety measure for the traveling public.

6. Work to be performed in accordance with Items: See attached
7. New or revised plan sheet(s) are attached and numbered: N/A
8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No
9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>10/24/23</u></p> <p>By <u>Kyle Klussmann</u></p> <p>Typed/Printed Name <u>Kyle Klussmann</u></p> <p>Typed/Printed Title <u>Project Manager</u></p>	<p>The following information must be provided</p> <p>Time Ext. #: _____ Days added on this CO: _____</p> <p>Amount added by this change order: <u>\$10,447.50</u></p>
--	--

RECOMMENDED FOR EXECUTION:

 10/24/2023
Project Manager Date

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

N/A
Design Engineer Date

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

 10/24/2023
Program Manager Date

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

Design Engineer's Seal:

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 1

Project # 23IFB34

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
662-6001	WK ZN PAV MRK NON-REMOV (W)4"(BRK)	LF	\$1.00	0.00	\$0.00	400.00	400.00	\$400.00	\$400.00
662-6012	WK ZN PAV MRK NON-REMOV (W)8"(SLD)	LF	\$1.75	0.00	\$0.00	200.00	200.00	\$350.00	\$350.00
662-6032	WK ZN PAV MRK NON-REMOV (Y)4"(BRK)	LF	\$1.00	0.00	\$0.00	790.00	790.00	\$790.00	\$790.00
662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LF	\$0.85	0.00	\$0.00	5,600.00	5,600.00	\$4,760.00	\$4,760.00
668-6076	PREFAB PAV MRK TY C (W) (24") (SLD)	LF	\$25.00	0.00	\$0.00	34.00	34.00	\$850.00	\$850.00
668-6077	PREFAB PAV MRK TY C (W) (ARROW)	EA	\$350.00	0.00	\$0.00	4.00	4.00	\$1,400.00	\$1,400.00
668-6085	PREFAB PAV MRK TY C (W) (WORD)	EA	\$350.00	0.00	\$0.00	4.00	4.00	\$1,400.00	\$1,400.00
999-WC02	SUB MARK UP 5%	LS	\$497.50	0.00	\$0.00	1.00	1.00	\$497.50	\$497.50
TOTALS					\$0.00			\$10,447.50	\$10,447.50

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

CR 307

Williamson County Project No. 23IFB34

Change Order No. 1

Reason for Change

This Change Order compensates the Contractor for installing work zone pavement markings on CR 307, which were not included in the bid tabs. The work zone pavement markings were added for additional safety measures due to the new school being opened, which has caused an increase in traffic. The following new items will be added by this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
662-6001	WK ZN PAV MRK NON-REMOV (W)4"(BRK)	400	LF
662-6012	WK ZN PAV MRK NON-REMOV (W)8"(SLD)	200	LF
668-6076	PREFAB PAV MRK TY C (W) (24") (SLD)	34	LF
668-6077	PREFAB PAV MRK TY C (W) (ARROW)	4	EA
668-6085	PREFAB PAV MRK TY C (W) (WORD)	4	EA
662-6032	WK ZN PAV MRK NON-REMOV (Y)4"(BRK)	790	LF
662-6034	WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	5600	LF
999-WC02	SUB MARK-UP 5%	1	LS

This Change Order results in a net increase of \$10,447.50 to the Contract amount, for an adjusted Contract total of \$2,807,280.30. The original Contract amount was \$2,796,832.80. As a result of this and all Change Orders to-date, \$10,447.50 has been added to the Contract, resulting in a 0.37% net increase in the overall Contract cost. As a result of this Change Order, zero (0) days will be added to the contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

TRP CONSTRUCTION GROUP, LLC.**CHANGE ORDER QUOTE**

1127 OLD BASTROP HWY

Austin, TX 78742

512-990-9525 512-990-0336 FAX 512-917-0973 MOBILE

stevem@trpconstructiongroup.com**Job Specifications**

Bid Date: 8/8/2023
Project: COUNTY RD 307 & COUNTY RD 305
PRECINCT NO. 4 WILLIAMSON COUNTY

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
PAVEMENT MARKINGS					
662	6001 WK ZN PAV MRK NON-REMOV (W)4"(BRK)	LF	400	1.00	400.00
662	6012 WK ZN PAV MRK NON-REMOV (W)8"(SLD)	LF	200	1.75	350.00
668	6076 PREFAB PAV MRK TY C (W) (24") (SLD)	LF	34	25.00	850.00
668	6077 PREFAB PAV MRK TY C (W) (ARROW)	EA	4	350.00	1400.00
668	6085 PREFAB PAV MRK TY C (W) (WORD)	EA	4	350.00	1400.00
662	6032 WK ZN PAV MRK NON-REMOV (Y)4"(BRK)	LF	790	1.00	790.00
662	6034 WK ZN PAV MRK NON-REMOV (Y)4"(SLD)	LF	5600	0.85	4760.00
PM TOTAL					9,950.00

NOTES FOR PAVEMENT MARKING

- * Price includes 1 mobilization for WZ TY II THERMO. Additional will be billed at \$2075
- * Contractor is responsible for all pavement marking layout and approval prior to striping.
- * There is no warranty, implied or otherwise, for concrete surfaces that haven't cured for 30 days
- * PREFAB TY C materials will be used in lieu of an additional MOB fee
- * Traffic Control closures for PM operations will be performed by others.

Sub Work 5% Mark-up: \$497.50
Total: \$10,447.50

GENERAL NOTES

- * Prices above DO NOT include appropriate taxes. If the Project is Tax Exempt, please provide certificate.
- * Proposal Contingent upon both parties executing a mutually agreed upon subcontract.
- * TRP will not be responsible for any penalties or lane rental fees of any kind.
- * Proposal good for (10) working days from date of this quote.

Items are in line with TxDOT Bid Averages

Signature Steve Meuth 8/8/2023
VP of Operations, Central TX
TRP CONSTRUCTION GROUP, LLC.

Accepted by _____

Title _____

Commissioners Court - Regular Session**43.****Meeting Date:** 10/31/2023

22IFB126 - Future County Road (CR 404 to FM 973) Change Order #3 (SE Loop Work)

Submitted By: Julissa Vasquez, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of \$2,194,778.00 for Project 22IFB126 Future County Road (Chasco Constructors) P: 463 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for constructing the remaining work items that were not completed due to the utility conflicts at the west end of the East Wilco Highway Southeast Loop Segment 1 Phase 1 project (P463). In addition, one-hundred and twenty-two (122) days are being added to the Contract Time, to complete this work. Multiple items will be added by this Change Order. Please see attached Change Order.

This Change Order results in an increase of \$2,194,778.00 to the Contract amount, for an adjusted Contract total of \$13,609,526.50. The original Contract amount was \$11,289,929.00. As a result of this and all Change Orders to-date, \$2,319,597.50 has been added to the Contract, resulting in a 20.55% net increase to the overall Contract cost. As a result of this Change Order, one-hundred and twenty-two (122) days will be added to the contract.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB126-FCR_CO#3

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 10:51 AM

Started On: 10/25/2023 02:56 PM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

1. CONTRACTOR: Chasco Constructors

2. Change Order Work Limits: Sta. 1099+71.31 to Sta. 1129+00

3. Type of Change(on federal-aid non-exempt projects): Major (Major/Minor)

4. Reasons: 3F (3 Max. - In order of importance - Primary first)

Project: 22IFB126

Roadway: Future County Road

CSJ Number: N/A

5. Describe the work being revised:

3F. County Convenience. Additional work desired by the County.: This Change Order compensates the contractor for additional work performed to construct the west end of the Southeast Loop Phase I project that was on hold due to outstanding utility conflicts.

6. Work to be performed in accordance with Items: N/A

7. New or revised plan sheet(s) are attached and numbered: 2,3,7-10,10A-10C,11-15, 15A,16-20,22,23,34,138-143, 157,158,162,163,264,265,265A,266,267,268,269,289, 290,378,379,380,381,382,383,xs1-xs19

8. New Special Provisions/Specifications to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 10/20/23

By 

Typed/Printed Name Scott Ambrus

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: 1 Days added on this CO: 122

Amount added by this change order: \$2,194,778.00

RECOMMENDED FOR EXECUTION:

 10/23/2023
Project Manager Date

 10/24/2023
Program Manager Date

Design Engineer's Seal:

County Commissioner Precinct 1 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date
☐ APPROVED ☐ REQUEST APPROVAL

County Judge Date
☐ APPROVED

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project # 22IFB126

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
100-6002	PREPARING ROW	STA	\$3,650.00	0.00	\$0.00	14.00	14.00	\$51,100.00	\$51,100.00
104-6017	REMOVING CONC (DRIVEWAYS)	SY	\$20.00	0.00	\$0.00	308.00	308.00	\$6,160.00	\$6,160.00
104-6022	REMOVING CONC (CURB AND GUTTER)	LF	\$8.00	0.00	\$0.00	234.00	234.00	\$1,872.00	\$1,872.00
105-6088	REMOVING STAB BASE AND ASPH PAV (0-5")	SY	\$9.00	0.00	\$0.00	2,425.00	2,425.00	\$21,825.00	\$21,825.00
106-6002	OBLITERATING ABANDONED ROAD	SY	\$11.00	0.00	\$0.00	2,425.00	2,425.00	\$26,675.00	\$26,675.00
110-6001	EXCAVATION (ROADWAY)	CY	\$25.00	0.00	\$0.00	2,845.00	2,845.00	\$71,125.00	\$71,125.00
132-WC01	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	\$34.00	0.00	\$0.00	2,376.00	2,376.00	\$80,784.00	\$80,784.00
160-WC02	FURNISHING AND PLACING TOPSOIL (4")	SY	\$5.00	0.00	\$0.00	21,880.00	21,880.00	\$109,400.00	\$109,400.00
161-WC001	EROSION CONTROL COMPOST (3")	SY	\$5.00	0.00	\$0.00	6,886.00	6,886.00	\$34,430.00	\$34,430.00
162-WC103	MULCH TOPDRESSING (5")	SY	\$5.00	0.00	\$0.00	6,886.00	6,886.00	\$34,430.00	\$34,430.00
164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	SY	\$1.00	0.00	\$0.00	13,766.00	13,766.00	\$13,766.00	\$13,766.00
164-WC11	SEEDING FOR EROSION CONTROL (TEMP & PERM)(COOL)(TY 11)	SY	\$1.25	0.00	\$0.00	41,288.00	41,288.00	\$51,610.00	\$51,610.00
166-6002	FERTILIZER	TON	\$1,000.00	0.00	\$0.00	4.20	4.20	\$4,200.00	\$4,200.00
168-WC01	VEGETATIVE WATERING	MG	\$15.00	0.00	\$0.00	1,101.70	1,101.70	\$16,525.50	\$16,525.50
169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	\$2.25	0.00	\$0.00	2,591.00	2,591.00	\$5,829.75	\$5,829.75
169-6005	SOIL RETENTION BLANKETS (CL 2) (TY E)	SY	\$7.00	0.00	\$0.00	8,711.00	8,711.00	\$60,977.00	\$60,977.00
247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	CY	\$70.00	0.00	\$0.00	805.00	805.00	\$56,350.00	\$56,350.00
260-6011	LIME TRT (EXST MATL) (12")	SY	\$6.50	0.00	\$0.00	2,672.00	2,672.00	\$17,368.00	\$17,368.00
260-6043	LIME (HYD, COM OR QK)(SLURRY)	TON	\$345.00	0.00	\$0.00	72.00	72.00	\$24,840.00	\$24,840.00
310-6001	PRIME COAT (MULTI OPTION)	GAL	\$4.00	0.00	\$0.00	519.00	519.00	\$2,076.00	\$2,076.00
316-6002	AGGR (MULTI OPTION)	CY	\$240.00	0.00	\$0.00	48.00	48.00	\$11,520.00	\$11,520.00
TOTALS					\$0.00			\$702,863.25	\$702,863.25

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project # 22IFB126

TABLE B: Contract Items (Continued)

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	GAL	\$6.00	0.00	\$0.00	2,084.00	2,084.00	\$12,504.00	\$12,504.00
351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	SY	\$50.00	0.00	\$0.00	1,139.00	1,139.00	\$56,950.00	\$56,950.00
354-6022	PLANE ASPH CONC PAV (0" TO 3")	SY	\$12.00	0.00	\$0.00	3,294.00	3,294.00	\$39,528.00	\$39,528.00
401-6001	FLOWABLE BACKFILL	CY	\$250.00	0.00	\$0.00	10.00	10.00	\$2,500.00	\$2,500.00
432-6002	RIPRAP (CONC)(5 IN)	CY	\$750.00	0.00	\$0.00	29.00	29.00	\$21,750.00	\$21,750.00
464-6003	RC PIPE (CL III)(18 IN)	LF	\$140.00	0.00	\$0.00	197.00	197.00	\$27,580.00	\$27,580.00
465-6126	INLET (COMPL)(PSL)(FG0(3FTX3FT-3FTX3FT)	EA	\$6,500.00	0.00	\$0.00	1.00	1.00	\$6,500.00	\$6,500.00
496-6004	REMOV STR (SET)	EA	\$500.00	0.00	\$0.00	8.00	8.00	\$4,000.00	\$4,000.00
496-6007	REMOV STR (PIPE)	LF	\$30.00	0.00	\$0.00	149.00	149.00	\$4,470.00	\$4,470.00
500-6001	MOBILIZATION	LS	\$210,000.00	0.00	\$0.00	1.00	1.00	\$210,000.00	\$210,000.00
502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	\$4,000.00	0.00	\$0.00	4.00	4.00	\$16,000.00	\$16,000.00
506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	LF	\$35.00	0.00	\$0.00	380.00	380.00	\$13,300.00	\$13,300.00
506-6011	ROCK FILTER DAMS (REMOVE)	LF	\$15.00	0.00	\$0.00	380.00	380.00	\$5,700.00	\$5,700.00
506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	LF	\$4.00	0.00	\$0.00	2,705.00	2,705.00	\$10,820.00	\$10,820.00
506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	LF	\$0.50	0.00	\$0.00	2,705.00	2,705.00	\$1,352.50	\$1,352.50
506-6041	BIODEG EROSN CONT LOGS (INSTL)(12")	LF	\$8.00	0.00	\$0.00	302.00	302.00	\$2,416.00	\$2,416.00
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	LF	\$0.50	0.00	\$0.00	302.00	302.00	\$151.00	\$151.00
529-6008	CONC CURB & GUTTER (TY II)	LF	\$40.00	0.00	\$0.00	427.00	427.00	\$17,080.00	\$17,080.00
530-6004	DRIVEWAYS (CONC)	SY	\$140.00	0.00	\$0.00	182.00	182.00	\$25,480.00	\$25,480.00
530-6005	DRIVEWAYS (ACP)	SY	\$100.00	0.00	\$0.00	262.00	262.00	\$26,200.00	\$26,200.00
531-6002	CONC SIDEWALKS (5")	SY	\$130.00	0.00	\$0.00	155.50	155.50	\$20,215.00	\$20,215.00
550-6001	CHAIN LINK FENCE (INSTALL)(6')	LF	\$35.00	0.00	\$0.00	750.00	750.00	\$26,250.00	\$26,250.00
550-6012	CHAIN LINK FENCE GATE (INSTALL)(6'X16')	EA	\$2,200.00	0.00	\$0.00	1.00	1.00	\$2,200.00	\$2,200.00
560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	EA	\$550.00	0.00	\$0.00	3.00	3.00	\$1,650.00	\$1,650.00
644-6002	IN SM RD SN SUP&AM TY10BWG (1) SA (P-BM)	EA	\$1,550.00	0.00	\$0.00	2.00	2.00	\$3,100.00	\$3,100.00
644-6007	IN SM RD SN SUP&AM TY10BWG (1) SA (U)	EA	\$1,100.00	0.00	\$0.00	2.00	2.00	\$2,200.00	\$2,200.00
644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)	EA	\$650.00	0.00	\$0.00	5.00	5.00	\$3,250.00	\$3,250.00
644-6061	IN SM RD SN SUP&AM TYTWT (1) WS (T)	EA	\$700.00	0.00	\$0.00	10.00	10.00	\$7,000.00	\$7,000.00
644-6076	REMOVE SM RD SN SUP&AM	EA	\$330.00	0.00	\$0.00	9.00	9.00	\$2,970.00	\$2,970.00
658-6002	INSTL DEL ASSM (D-SW) SZ 1 (FLX) GND (BI)	EA	\$150.00	0.00	\$0.00	23.00	23.00	\$3,450.00	\$3,450.00
658-6016	INSTL DEL ASSM (D-SW) SZ (BRF) GF1 (BI)	EA	\$110.00	0.00	\$0.00	6.00	6.00	\$660.00	\$660.00
658-6047	INSTL OM ASSM (OM-2Y)(WC) GND	EA	\$150.00	0.00	\$0.00	13.00	13.00	\$1,950.00	\$1,950.00
662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	\$0.75	0.00	\$0.00	4,802.00	4,802.00	\$3,601.50	\$3,601.50
662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	LF	\$13.00	0.00	\$0.00	54.00	54.00	\$702.00	\$702.00
662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	LF	\$0.75	0.00	\$0.00	6,569.00	6,569.00	\$4,926.75	\$4,926.75
662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	EA	\$11.50	0.00	\$0.00	202.00	202.00	\$2,323.00	\$2,323.00
The "Totals" from Table B of the previous work sheet:					\$0.00			\$702,863.25	\$702,863.25
TOTALS					\$0.00			\$1,293,593.00	\$1,293,593.00

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Project # 22IFB126

TABLE B: Contract Items (Continued)

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	EA	\$1.75	0.00	\$0.00	1,688.00	1,688.00	\$2,954.00	\$2,954.00
662-6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	EA	\$1.75	0.00	\$0.00	2,018.00	2,018.00	\$3,531.50	\$3,531.50
666-6036	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	\$2.25	0.00	\$0.00	1,418.00	1,418.00	\$3,190.50	\$3,190.50
666-6042	REFL PAV MRK TY I (W) 12" (SLD)(100MIL)	LF	\$6.50	0.00	\$0.00	160.00	160.00	\$1,040.00	\$1,040.00
666-6048	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	LF	\$16.00	0.00	\$0.00	116.00	116.00	\$1,856.00	\$1,856.00
666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	LF	\$240.00	0.00	\$0.00	14.00	14.00	\$3,360.00	\$3,360.00
666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	LF	\$250.00	0.00	\$0.00	12.00	12.00	\$3,000.00	\$3,000.00
666-6141	REFL PAV MRK TY I (Y) 12" (SLD)(100MIL)	LF	\$6.50	0.00	\$0.00	580.00	580.00	\$3,770.00	\$3,770.00
666-6156	REFL PAV MRK TY I (Y) (MED NOSE) (100MIL)	EA	\$600.00	0.00	\$0.00	1.00	1.00	\$600.00	\$600.00
666-6167	REFL PAV MRK TY II (W)4"(BRK)	LF	\$0.75	0.00	\$0.00	570.00	570.00	\$427.50	\$427.50
666-6170	REFL PAV MRK TY II (W)4"(SLD)	LF	\$0.75	0.00	\$0.00	6,389.00	6,389.00	\$4,791.75	\$4,791.75
666-6178	REFL PAV MRK TY II (W)8"(SLD)	LF	\$1.50	0.00	\$0.00	1,418.00	1,418.00	\$2,127.00	\$2,127.00
666-6180	REFL PAV MRK TY II (W)12"(SLD)	LF	\$4.00	0.00	\$0.00	160.00	160.00	\$640.00	\$640.00
666-6182	REFL PAV MRK TY II (W)24"(SLD)	LF	\$9.00	0.00	\$0.00	116.00	116.00	\$1,044.00	\$1,044.00
666-6184	REFL PAV MRK TY II (W)(ARROW)	EA	\$175.00	0.00	\$0.00	14.00	14.00	\$2,450.00	\$2,450.00
666-6192	REFL PAV MRK TY II (W)(WORD)	EA	\$190.00	0.00	\$0.00	12.00	12.00	\$2,280.00	\$2,280.00
666-6205	REFL PAV MRK TY II (Y)4"(BRK)	LF	\$0.75	0.00	\$0.00	140.00	140.00	\$105.00	\$105.00
666-6207	REFL PAV MRK TY II (Y)4"(SLD)	LF	\$0.75	0.00	\$0.00	8,512.00	8,512.00	\$6,384.00	\$6,384.00
666-6212	REFL PAV MRK TY II (Y)12"(SLD)	LF	\$4.00	0.00	\$0.00	682.00	682.00	\$2,728.00	\$2,728.00
666-6217	REFL PAV MRK TY II (Y)(MED NOSE)	EA	\$445.00	0.00	\$0.00	1.00	1.00	\$445.00	\$445.00
666-6300	RE PM W/RET REQ TY I (W) 4" (BRK)(100MIL)	LF	\$1.75	0.00	\$0.00	570.00	570.00	\$997.50	\$997.50
666-6303	RE PM W/RET REQ TY I (W) 4" (SLD)(100MIL)	LF	\$1.75	0.00	\$0.00	6,389.00	6,389.00	\$11,180.75	\$11,180.75
666-6312	RE PM W/RET REQ TY I (Y) 4" (BRK)(100MIL)	LF	\$1.75	0.00	\$0.00	140.00	140.00	\$245.00	\$245.00
666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD)(100MIL)	LF	\$1.75	0.00	\$0.00	8,512.00	8,512.00	\$14,896.00	\$14,896.00
672-6007	REFL PAV MRKR TY I-C	EA	\$8.00	0.00	\$0.00	92.00	92.00	\$736.00	\$736.00
672-6009	REFL PAV MRKR TY II-A-A	EA	\$8.00	0.00	\$0.00	444.00	444.00	\$3,552.00	\$3,552.00
677-6001	ELIM EXT PAV MRK & MRKS (4")	LF	\$2.00	0.00	\$0.00	5,993.00	5,993.00	\$11,986.00	\$11,986.00
677-6007	ELIM EXT PAV MRK & MRKS (24")	LF	\$18.00	0.00	\$0.00	31.00	31.00	\$558.00	\$558.00
3076-6001	D-GR HMA TY-B PG64-22	TON	\$140.00	0.00	\$0.00	3,114.00	3,114.00	\$435,960.00	\$435,960.00
3076-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	TON	\$160.00	0.00	\$0.00	66.00	66.00	\$10,560.00	\$10,560.00
3076-6042	D-GR HMA TY-D SAC-B PG70-22	TON	\$165.00	0.00	\$0.00	1,705.00	1,705.00	\$281,325.00	\$281,325.00
3076-6066	TACK COAT	GAL	\$4.50	0.00	\$0.00	433.00	433.00	\$1,948.50	\$1,948.50
5001-6002	GEOGRID BASE REINFORCEMENT (TY II)	SY	\$3.00	0.00	\$0.00	2,672.00	2,672.00	\$8,016.00	\$8,016.00
6001-6002	PORTABLE CHANGEABLE MESSAGE SIGN	EA	\$5,000.00	0.00	\$0.00	2.00	2.00	\$10,000.00	\$10,000.00
6049-6001	LONG CHANNEL MOUNT CURB SYS (INSTALL)	LF	\$90.00	0.00	\$0.00	125.00	125.00	\$11,250.00	\$11,250.00
6049-6003	LONG CHANNEL MOUNT CURB SYS (REMOVE)	LF	\$10.00	0.00	\$0.00	125.00	125.00	\$1,250.00	\$1,250.00
999-WC01	FORCE ACCOUNT	DOL	\$1.00	0.00	\$0.00	50,000.00	50,000.00	\$50,000.00	\$50,000.00
The "Totals" from Table B of the previous work sheet:					\$0.00			\$702,863.25	\$1,293,593.00
TOTALS					\$0.00			\$1,604,048.25	\$2,194,778.00

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**Future County Road
Williamson County Project No. 22IFB126**

**Change Order No. 3
Reason for Change**

This Change Order compensates the Contractor for constructing the remaining work items that were not completed due to the utility conflicts at the west end of the Southeast Loop Segment 1 Phase 1 project. In addition, one-hundred and twenty-two (122) days are being added to the Contract Time, to complete this work.

The following items will be added to this project:

ITEM	DESCRIPTION	QTY	UNIT
100-6002	PREPARING ROW	14.00	STA
104-6017	REMOVING CONC (DRIVEWAYS)	308.00	SY
104-6022	REMOVING CONC (CURB AND GUTTER)	234.00	LF
105-6088	REMOVING STAB BASE AND ASPH PAV (0-5")	2,425.00	SY
106-6002	OBLITERATING ABANDONED ROAD	2,425.00	SY
110-6001	EXCAVATION (ROADWAY)	2,845.00	CY
132-WC01	EMBANKMENT (FINAL)(DENS CONT)(TY C)	2,376.00	CY
160-WC02	FURNISHING AND PLACING TOPSOIL (4")	21,880.00	SY
161-WC001	EROSION CONTROL COMPOST (3")	6,886.00	SY
162-WC103	MULCH TOPDRESSING (5")	6,886.00	SY
164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY 4)	13,766.00	SY
164-WC11	SEEDING FOR EROSION CONTROL (TEMP & PERM)(COOL)(TY 11)	41,288.00	SY
166-6002	FERTILIZER	4.20	TON
168-WC01	VEGETATIVE WATERING	1,101.70	MG
169-6001	SOIL RETENTION BLANKETS (CL 1) (TY A)	2,591.00	SY
169-6005	SOIL RETENTION BLANKETS (CL 2) (TY E)	8,711.00	SY
247-6044	FL BS (CMP IN PLC)(TY A GR 4)(FNAL POS)	805.00	CY
260-6011	LIME TRT (EXST MATL) (12")	2,672.00	SY
260-6043	LIME (HYD, COM OR QK)(SLURRY)	72.00	TON
310-6001	PRIME COAT (MULTI OPTION)	519.00	GAL

316-6002	AGGR (MULTI OPTION)	48.00	CY
316-6413	ASPH(AC-15P, HFRS-2P OR CRS-2P)	2,084.00	GAL
351-6002	FLEXIBLE PAVEMENT STRUCTURE REPAIR (6")	1,139.00	SY
354-6022	PLANE ASPH CONC PAV (0" TO 3")	3,294.00	SY
401-6001	FLOWABLE BACKFILL	10.00	CY
432-6002	RIPRAP (CONC)(5 IN)	29.00	CY
464-6003	RC PIPE (CL III)(18 IN)	197.00	LF
465-6126	INLET (COMPL)(PSL)(FG0(3FTX3FT-3FTX3FT)	1.00	EA
496-6004	REMOV STR (SET)	8.00	EA
496-6007	REMOV STR (PIPE)	149.00	LF
500-6001	MOBILIZATION	1.00	LS
502-6001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	4.00	MO
506-6002	ROCK FILTER DAMS (INSTALL)(TY 2)	380.00	LF
506-6011	ROCK FILTER DAMS (REMOVE)	380.00	LF
506-6038	TEMPORARY SEDIMENT CONTROL FENCE (INSTALL)	2,705.00	LF
506-6039	TEMPORARY SEDIMENT CONTROL FENCE (REMOVE)	2,705.00	LF
506-6041	BIODEG EROSN CONT LOGS (INSTL)(12")	302.00	LF
506-6043	BIODEG EROSN CONT LOGS (REMOVE)	302.00	LF
529-6008	CONC CURB & GUTTER (TY II)	427.00	LF
530-6004	DRIVEWAYS (CONC)	182.00	SY
530-6005	DRIVEWAYS (ACP)	262.00	SY
531-6002	CONC SIDEWALKS (5")	155.50	SY
550-6001	CHAIN LINK FENCE (INSTALL)(6')	750.00	LF
550-6012	CHAIN LINK FENCE GATE (INSTALL)(6'X16')	1.00	EA
560-6001	MAILBOX INSTALL-S (TWG-POST) TY 1	3.00	EA
644-6002	IN SM RD SN SUP&AM TY10BWG (1) SA (P-BM)	2.00	EA
644-6007	IN SM RD SN SUUP&AM TY10BWG (1) SA (U)	2.00	EA
644-6060	IN SM RD SN SUP&AM TYTWT (1) WS (P)	5.00	EA
644-6061	IN SM RD SN SUP&AM TYTWT (1) WS (T)	10.00	EA
644-6076	REMOVE SM RD SN SUP&AM	9.00	EA
658-6002	INSTL DEL ASSM (D-SW) SZ 1 (FLX) GND (BI)	23.00	EA
658-6016	INSTL DEL ASSM (D-SW) SZ (BRF) GF1 (BI)	6.00	EA
658-6047	INSTL OM ASSM (OM-2Y)(WC) GND	13.00	EA
662-6004	WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	4,802.00	LF
662-6016	WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	54.00	LF

662-6034	WK ZN PAV MRK NON-REMOV (Y) 4" (SLD)	6,569.00	LF
662-6050	WK ZN PAV MRK REMOV (REFL) TY II-A-A	202.00	EA
662-6109	WK ZN PAV MRK SHT TERM (TAB) TY W	1,688.00	EA
662-6111	WK ZN PAV MRK SHT TERM (TAB) TY Y-2	2,018.00	EA
666-6036	REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	1,418.00	LF
666-6042	REFL PAV MRK TY I (W) 12" (SLD)(100MIL)	160.00	LF
666-6048	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	116.00	LF
666-6054	REFL PAV MRK TY I (W)(ARROW)(100MIL)	14.00	LF
666-6078	REFL PAV MRK TY I (W)(WORD)(100MIL)	12.00	LF
666-6141	REFL PAV MRK TY I (Y) 12" (SLD)(100MIL)	580.00	LF
666-6156	REFL PAV MRK TY I (Y) (MED NOSE) (100MIL)	1.00	EA
666-6167	REFL PAV MRK TY II (W)4"(BRK)	570.00	LF
666-6170	REFL PAV MRK TY II (W)4"(SLD)	6,389.00	LF
666-6178	REFL PAV MRK TY II (W)8"(SLD)	1,418.00	LF
666-6180	REFL PAV MRK TY II (W)12"(SLD)	160.00	LF
666-6182	REFL PAV MRK TY II (W)24"(SLD)	116.00	LF
666-6184	REFL PAV MRK TY II (W)(ARROW)	14.00	EA
666-6192	REFL PAV MRK TY II (W)(WORD)	12.00	EA
666-6205	REFL PAV MRK TY II (Y)4"(BRK)	140.00	LF
666-6207	REFL PAV MRK TY II (Y)4"(SLD)	8,512.00	LF
666-6212	REFL PAV MRK TY II (Y)12"(SLD)	682.00	LF
666-6217	REFL PAV MRK TY II (Y)(MED NOSE)	1.00	EA
666-6300	RE PM W/RET REQ TY I (W) 4" (BRK)(100MIL)	570.00	LF
666-6303	RE PM W/RET REQ TY I (W) 4" (SLD)(100MIL)	6,389.00	LF
666-6312	RE PM W/RET REQ TY I (Y) 4" (BRK)(100MIL)	140.00	LF
666-6315	RE PM W/RET REQ TY I (Y) 4" (SLD)(100MIL)	8,512.00	LF
672-6007	REFL PAV MRKR TY I-C	92.00	EA
672-6009	REFL PAV MRKR TY II-A-A	444.00	EA
677-6001	ELIM EXT PAV MRK & MRKS (4")	5,993.00	LF
677-6007	ELIM EXT PAV MRK & MRKS (24")	31.00	LF
3076-6001	D-GR HMA TY-B PG64-22	3,114.00	TON
3076-6038	D-GR HMA TY-D PG64-22 (LEVEL-UP)	66.00	TON
3076-6042	D-GR HMA TY-D SAC-B PG70-22	1,705.00	TON
3076-6066	TACK COAT	433.00	GAL
5001-6002	GEOGRID BASE REINFORCEMENT (TY II)	2,672.00	SY

6001-6002	PORTABLE CHANGEABLE MESSAGE SIGN	2.00	EA
6049-6001	LONG CHANNEL MOUNT CURB SYS (INSTALL)	125.00	LF
6049-6003	LONG CHANNEL MOUNT CURB SYS (REMOVE)	125.00	LF
999-WC01	FORCE ACCOUNT	50,000	DOL

This Change Order results in an increase of \$2,194,778.00 to the Contract amount, for an adjusted Contract total of \$13,609,526.50. The original Contract amount was \$11,289,929.00. As a result of this and all Change Orders to-date, \$2,319,597.50 has been added to the Contract, resulting in a 20.55% net increase to the overall Contract cost. As a result of this Change Order, one-hundred and twenty-two (122) days will be added to the contract.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Commissioners Court - Regular Session**44.****Meeting Date:** 10/31/2023

Corridor I2 Antiquities Permit Application

Submitted By: Marie Walters, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigations on the Corridor I2 (Burnet County Line to US 183) project, a Road Bond Project in Commissioner Pct. 2.

Project: P344

Background

The permit requests the approval of an intensive pedestrian survey, with surface and subsurface investigations including mechanical scrapings required by the Texas Historical Commission. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of this attached application have been redacted prior to placing on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CorridorI2-THCAntiquitiesPermitApp-Redacted

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Marie Walters

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 10:50 AM

Started On: 10/25/2023 09:35 AM

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM
ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) Archeological Scraping of Proposed I2 Corridor adjacent to Perry Cemetery, Liberty Hill, Williamson County, Texas

County (ies) Williamson

USGS Quadrangle Name and Number Liberty Hill 3097-323

UTM Coordinates Zone 14 E 606336 N 3398905

Location Redacted

Federal Involvement ☐ Yes ☒ No

Name of Federal Agency _____

Agency Representative _____

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County

Representative Bill Gravell, Jr., County Judge

Address 710 South Main Street, Suite 101

City/State/Zip Georgetown, TX 78626

Telephone (include area code) 512-943-1550 Email Address ctyjudge@wilco.org

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor _____

Representative _____

Address _____

City/State/Zip _____

Telephone (include area code) _____ Email Address _____

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Melanie Nichols

Affiliation Legacy Cultural Resources

Address 4304 Campo Verde Drive

City/State/Zip Austin, TX 78749

Telephone (include area code) 713-562-8996 Email Address mel@legacy-crm.com

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork November 13, 2023

Requested Permit Duration 5 Years 0 Months (1 year minimum)

Scope of Work (Provided an Outline of Proposed Work) Please see attached research design.

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility Legacy Cultural Resources

Permanent Curatorial Facility Texas Archeological Research Laboratory

IV. LAND OWNER'S CERTIFICATION

I, Bill Gravell Jr, as legal representative of the Land Owner,
Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.

Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, _____, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.

Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Melanie Nichols, as Principal Investigator employed by Legacy Cultural Resources (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.

Signature Melanie Nichols Date 09-29-2023

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____

Permit Number _____ Permit Expiration Date _____

Type of Permit _____ Date Received for Data Entry _____

**Texas Historical Commission
Archeology Division**

P.O. Box 12276, Austin, TX 78711-2276

Phone 512-463-6096

thc.texas.gov



TEXAS HISTORICAL COMMISSION
real places telling real stories

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Research Design

Archaeological Scraping of Proposed I2 Corridor adjacent to Perry Cemetery, Liberty Hill, Williamson County, Texas.

Introduction

Williamson County proposes to construct a new location roadway that will extend from the Williamson County/Burnet County line east and southeast to US 183 near Liberty Hill, Texas. Two cemeteries, the Perry Cemetery and the Foster Vicinity Cemetery, have been identified within 20-50 feet (ft) of the proposed road right-of-way (ROW). In advance of archaeological survey of the entire roadway, Williamson County and K. Friese and Associates have requested that Legacy Cultural Resources (Legacy) archaeologically scrape within the proposed ROW near the Perry Cemetery and conduct archival research to further pinpoint the location of the Foster Vicinity Cemetery. The Perry Cemetery is located along County Road 211 approximately 0.23 miles south of its intersection with County Road 207 (**Figures 1 and 2**).

The proposed project is on land that will be owned by Williamson County, which will require compliance with the Antiquities Code of Texas (ACT). As the project will occur within 20 ft of the Perry Cemetery, compliance with Section 711 of the Texas Health and Safety Code will also be required. At this time, no federal funding or permitting has been identified for the project. As such, it is anticipated that compliance with Section 106 of the National Historic Preservation Act will not be necessary.

The project area for cemetery scraping (Project Area) includes a 0.26-acre tract of land located within the proposed ROW. The eastern edge for the project area ranges between 20 ft (6.1 meters [m]) and 50 ft (15.2 m) from the edge of the Perry Cemetery's western fence. The maximum depth of vertical impact within the project area will be 6 ft (1.8 m) below the current ground surface.

Project Setting

The proposed project is located in a rural area north of Liberty Hill. The project area is located approximately 0.07 miles west of County Road 211 and 0.23 miles south of County Road 207. The North Fork of the San Gabriel River curves around the project area roughly 0.70 miles to the south and 0.75 miles to the west. The Perry Cemetery is situated approximately 20 ft (6.1 m) east of the 0.26-acre project area, while cleared agricultural or ranch land surrounds the project area on the south, west, and north. There are some small rural developments east and north of the project area. Within the project area, the land is mostly open with a few trees in the northern section and more dense vegetation in the southern portion.



Exhibit Redacted



Exhibit Redacted

Soils and Geology

The underlying geology for the project area consists of Cretaceous-age Upper Glen Rose Limestone (Bureau of Economic Geography 1981). Soils within the project area are mapped as Sunev silty clay, loam, 1 to 3 percent slopes, and Eckrant cobbly clay 1 to 8 percent slopes (**Figure 3**). Sunev Series are found on stream terraces or foot slopes of valleys and ridges and consists of very deep, well drained soils that formed in loamy alluvium. A typical profile exhibits loam from approximately 0 to 30 centimeters below surface (cmbs) overlying clay loam to a depth of at least 180 cmbs (U.S. Department of Agriculture [USDA] Natural Resource Conservation Service [NRCS] 2023). The Eckrant series soils form in residuum on summits and ridges. They consist of well drained, moderately permeable shallow soils over bedrock. A representative profile exhibits clay from 0 to 30 cmbs and indurated limestone bedrock until approximately 76 cmbs (USDS NRCS 2023).

Desktop review also included review of the Austin Hybrid Potential Archeological Liability Model (HPALM). This model evaluates the potential for the preservation of pre-contact period indigenous archeological sites with reasonable integrity (Abbott and Pletka 2014) to be present within the project area (**Figure 4**). The western portion of the project area, which is the furthest from the cemetery, has a moderate potential to contain pre-contact period buried archaeological deposits, while the eastern portion nearest the cemetery has a low potential to contain pre-contact period buried archaeological deposits.

Previous Investigations

Legacy conducted a background literature review and records search to identify previously recorded cultural resources and previous investigations within a 1-kilometer (km) radius of the project area. This research included searching the Texas Historical Commission's (THC's) online Texas Archeological Sites Atlas (Atlas) for previously recorded archaeological investigations and previously recorded historic and prehistoric archaeological sites, National Register of Historic Places (NRHP) listed properties and districts, State Antiquities Landmarks (SALS), cemeteries, Official Texas Historical Markers (OTHMs), Recorded Texas Historic Landmarks (RTHLs), and historic trails.

According to the Atlas, there are no previous archaeological surveys or previously recorded archaeological sites within the project area or within 1 km of the project area (**Figure 5**). In addition, there are no NRHP-listed properties and districts, SALS, OTHMs, RTHLs, or historic trails within this buffer. One cemetery, the Perry Cemetery, is located 20 ft (6.1 m) east of the project area. One vicinity cemetery, the Foster Cemetery, is located 1,063 ft (324 m) south of the project area, which will be within the path of the proposed alignment (Atlas 2023).



Exhibit Redacted



Exhibit Redacted



Exhibit Redacted

The Perry Cemetery is fenced and appears to have more than 22 marked internments for the Perry, Moore, Copeland, and Chapman families. Several other markers are present, but not legible. Recorded burials date from 1891-1932. While there is one marker that suggests a burial dating from 1867 is present, this individual, Jefferson Madison Copeland, was buried elsewhere. The headstone marking Copeland and his wife Mary (1814-1907), was not erected until 1978, when Copeland's great-grandsons Floyd Perry and J.C. Moore installed the marker. Their intent was to provide a marker for Mary's previously unmarked interment and to commemorate Jefferson's passing. As inscriptions were done from memory, the stone actually provides incorrect dates (1811-1905) for Mary's birth and death (Find-a-grave.com, 2023a). Given that Mary's grave was unmarked for 71 years, it is likely other unmarked interments may be present in the cemetery; it is unknown when the current fence was erected.

The Foster Cemetery is also known as the Foster-Perry-Williams Families Cemetery. According to the Atlas, the cemetery includes at least seven marked burials that were interred prior to 1957 (Atlas 2023). THC's Cemetery Coordinator provided additional information about the possible location of the cemetery. The cemetery is reported to have been located in Mr. Floyd Perry's pasture, on the north banks of the San Gabriel River. A flood washed the markers from their original positions, so that the burials are no longer marked (McWilliams 2023). The markers were for Charlie Foster, Edsell Foster, Mrs. Edsell Foster, Louis Foster, Mollie Foster, Infant Perry, and Infant Williams (Find-a-grave.com 2023b).

Historic Map and Aerial Review

Archaeologists reviewed historic and modern aerial photographs (1962, 1981, 1996, 2004, 2008, 2010, 2012, 2014, 2016, 2018, 2020) and topographic maps (1966, 1979, 2013, 2016, 2019) available online (NETR Online 2023) to identify historic high probability areas (HHPAs) where historic-age archaeological resources may exist within or directly adjacent to the project area.

According to the historic maps and aeriels, Perry Cemetery has not always been cleared of vegetation. The 1962 aerial photograph shows the cemetery as vegetated with several larger trees within the area that is now fenced. By 1981, the cemetery property appears to have been cleared of much of this vegetation and more closely resembles the current landscape. None of the topographic maps show a cemetery in this location, suggesting it may not have been visible or well-defined for most of the later twentieth century. In both the 1996 and 2014 aerial photos, there appears to be a possible east-west path that bisects the cemetery; however, this does not appear to be present in the other years reviewed.

The project area appears to have consistently been in the vegetated area immediately west of the Perry Cemetery, with the western edge situated at the transition between the vegetation and plowed and terraced agricultural field, much as it appears today. It is worth noting that one of the field's terraces was located at the western edge the project area in 2008, suggesting soils in this area may be disturbed (NETR 2023).

In addition to the Perry Cemetery, Legacy reviewed the historic and modern aerial photographs and maps for the Foster Vicinity Cemetery. The landscape where the vicinity cemetery may be located has remained largely unchanged since 1962. A stock pond was constructed near a stand of trees in the middle of the vicinity cemetery circle between 1966 and 1979, and the vegetation in this area has increased gradually over time. The surrounding agricultural fields were heavily terraced in 2014 and 2018, but the cultivated areas have not expanded or contracted in size over the years. As in the instance of the Perry Cemetery, none of the topographic maps indicate a cemetery is present in this vicinity.

Methods

Legacy archaeologists will conduct a pedestrian survey of the 0.26-acre project area in transects spaced 30 m apart to look for evidence of grave markers, coffin hardware, depressions, or other indicators of potentially unmarked burials. If located, these areas will be mapped with a handheld Global Positioning System (GPS) unit and prioritized for scraping. Working from the eastern edge of the project area (closest to the Perry Cemetery), Legacy will work with a backhoe and operator to scrape soil in approximately 4-inch levels with a smooth blade bucket (if available) to expose grave shafts. If grave shafts are not visible, scraping may continue to a depth of 3-6 ft below current ground surface to verify whether burials are present. If no grave shafts or burials are encountered within the easternmost portion of the project area, archaeologists will coordinate with THC to verify no additional scraping is needed or to move to a sampling strategy for the remainder of the project area. Excavation may be precluded by areas of dense vegetation or large trees.

If a burial or grave shaft is encountered, archaeologists will work with the backhoe and operator to delineate the cemetery boundary within the project area. Grave shafts/burial locations will be mapped with a handheld GPS unit. In addition, overall site photographs will be taken. If encountered, artifacts will be photographed and documented in the field but will not be collected.

If human remains are encountered during the course of this scraping, Legacy archaeologists will cover them with plastic sheeting and a layer of soil, following the treatment in the attached Human Remains Treatment Protocol (Attachment 1). THC will be notified of the discovery, which will remain protected in place unless the remains are in danger of being damaged or vandalized.

Archaeologists will fill out a TexSite form for the Perry Cemetery regardless of whether burials are located within the project area. This form will be submitted to the Texas Archeological Research Laboratory (TARL) to obtain a trinomial for the cemetery so that the future archaeological work will be able to refer to the current project report for additional information about the cemetery boundary.

In addition to field investigations, Legacy will conduct archival research on the Foster Vicinity Cemetery. The goal of this research will be to confirm whether Mr. Floyd Perry owned any of the parcels where the

proposed road alignment will be constructed and to establish dates of ownership, since the Foster Cemetery was in Mr. Perry's pasture. This research will also provide information about whether the Foster family was directly associated with the property, and whether the cemetery location is referenced in the deed records. Historians will consult property records online at the Williamson County Clerk's office to establish a limited chain of title for Mr. Perry's property within the mapped area of the vicinity cemetery. Targeted census research will be used to discover relationships between the Perry, Foster, and Williams families. Results will be used to help determine the potential location of the cemetery and will include any relevant information that ties into the Perry Cemetery.

Report

Once fieldwork has been completed, Legacy archaeologists will prepare a report that conforms to Council of Texas Archeologists (CTA) report standards. The report will include discussion of the project components, field methods and observations, recorded archaeological resources, and recommendations for ACT and Texas Health and Safety Code Section 711 compliance for any impacts that might occur as a result of the project. Maps showing scraping locations and any recorded archaeological sites will also be included. The report will include statements of significance as well as recommendations for any recorded archaeological sites' eligibility for listing as SALs or in the NRHP. A draft report will be submitted to the THC for review and comment.

Once the report has been accepted by THC, Legacy will prepare a final report for submission. Field paperwork will be prepared and submitted for curation at TARL at the University of Texas in Austin.

References Cited

Abbott, James T. and Scott Pletka

- 2014 *Data Release: The Austin District HPALM Model*. Environmental Affairs Division, Texas Department of Transportation, Austin.

Bureau of Economic Geology

- 1981 Geologic Atlas of Texas, Austin Sheet. Francis Luther Whitney Memorial Edition. Available at <https://data.tnris.org/collection?c=e28d8df6-cd30-4e89-bf0f-833e1ed0e670#4.64/31.57/-100> Accessed August 28, 2023.

Find-a-Grave.com

- 2023a "Perry Cemetery Memorials," accessed August 28, 2023.
<https://www.findagrave.com/cemetery/184659/memorial-search?cemeteryName=Perry%20Cemetery&page=1#sr-7275162>
- 2023b "Foster Cemetery Memorials," accessed August 28, 2023.
<https://www.findagrave.com/cemetery/2360366/memorial-search?cemeteryName=Foster%20Cemetery>

McWilliams, Jennifer

- 2023 Personal Communication. Email about Foster Cemetery (WM-C123), Wednesday, May 17.

National Environmental Title Research (NETR)

- 2023 Historic aerials and maps. <http://www.historicaerials.com/> Accessed August 28, 2023.

Texas Archeological Site Atlas (Atlas)

- 2023 Texas Historical Commission. <https://atlas.thc.texas.gov/Account/Login?Length=5>, Accessed August 25, 2023.

United States Department of Agriculture Natural Resource Conservation Service (USDA NRCS)

- 2023 Williamson County, Texas Web Soil Survey. Available at <https://soilseries.sc.egov.usda.gov/osdname.asp> Accessed August 20, 2023.
-

ATTACHMENT 1

Human Remains Treatment Protocol

Human remains will be treated with professionalism, respect, and care. Historic burials and cemeteries, including Native American burials and cemeteries, shall be treated in accord with provisions of Chapters 711 and 715 of the Texas Health and Safety Code, Title 9; Chapter 191 of the Texas Natural Resources Code; Title 13, Part 2, of the Texas Administrative Code, and the Native American Graves Protection and Repatriation Act (NAGPRA) as applicable. These laws require that any treatment, handling, exhumation, and reburial of human remains be done with dignity and respect for the individual. They also provide a legal process for burial removal and protect burials from intentional disturbances.

If potential human remains are encountered during field work, the bioarcheologist will assess the remains to determine whether the finds are human, faunal, or indeterminate. Indeterminate remains will be treated as human unless context can confirm they are faunal. If the remains are human or indeterminate, Legacy will immediately notify the THC and K. Friese and Associates of the discovery.

The bioarchaeologist will document the human remains using recording forms that follow the standards for data collection for human remains and will record the location of the remains with a hand-held GPS Trimble unit. Remains analysis in the field will be non-invasive and will include recording presence, condition, context, and preliminary measurements and/or assessments, when possible, for stature, biological sex, biological affinity, age, and pathology identification. Photographs of human remains will not be allowed except for the archaeologists and bioarcheologist taking photos to document the burials and/or remains in the field and during *in-situ* analysis. Absolutely no photos or video of human remains may be taken by or provided to the media or the public or posted on any social media.

If remains are discovered *in situ*, the bioarcheologist may perform exploratory excavations to determine whether the remains are human and whether they are part of an intact burial or represent a scattered, disarticulated part. The bioarcheologist will endeavor to limit the extent of the exploratory work to the degree possible. Exposed human remains will be covered by landscape fabric and then a shallow blanket of soil to protect the discovery from damage and to prevent unnecessary exposure until the project sponsor determines whether the remains can be avoided by the project.

Commissioners Court - Regular Session**45.****Meeting Date:** 10/31/2023

CR 111 Waterline Easement Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a letter agreement with R040062, LP for a 0.520 acre waterline easement and a 3,482 square foot waterline easement needed on the CR 111 project. Funding Source: Road Bonds P292

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: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 10:53 AM

Started On: 10/25/2023 04:25 PM

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8725 (D) • fax 512-255-8986

don@scrrlaw.com

September 12, 2023

Via e-mail Phayes@andrewmyers.com

Patrick Hayes

Andrews Myers

1885 Saint James Place, 15th Floor

Houston, Texas 77056

R040062, LP

C/O Louis Mertz

5599 San Felipe St., Suite 565

Houston, Texas 77056

Re: Williamson County, Texas and Jonah Water Special Utility District—
County Road 111/Westinghouse Road Improvements

Dear Mr. Mertz:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of a permanent waterline easement to Williamson County, Texas and Jonah Special Utility District (collectively the “County”) in and across portions of the property owned by R040062, LP (“Owner”) as part of the County’s proposed County Road 111/Westinghouse Road improvements (“Project”).

By execution of this letter the parties agree as follows:

1. In return for Owner’s delivery to County of a fully executed and acknowledged waterline easement (“Easement”) in and to a 0.520 acre of land, and a waterline easement in and to 3,482 square feet of land, such rights to be granted in the form as set out in Exhibit “A” attached hereto and incorporated herein, County shall pay Owner the sum of **\$24,826** in cash or other good funds (“Purchase Price”).

2. If requested by County, the Closing and completion of this transaction shall be by Longhorn Title Company (“Title Company”) within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County in completion of this transaction. County shall be responsible for

all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

Upon completion of (1) the full execution of this Agreement by all parties, and (2) acknowledgment by the Title Company of delivery by County of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 15, 2022 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary construction activities associated with the proposed improvement construction project of County.

To the extent allowed by law County, its agents and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Contract to expeditiously complete the Closing of the purchase transaction.

3. This Agreement is being made, and the Easement is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about these issues.

Very truly yours,

Don Childs

Don Childs
Sheets & Crossfield, PLLC

[signature pages follow]

AGREED:

R040062, LP, a Texas limited partnership

By: R040062 GP, LLC, its General Partner

By:  _____
Louis Mertz, Manager

Date: 10/18/2023

ACCEPTED AND AGREED:

COUNTY OF WILLIAMSON, TEXAS

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT “A” FORM OF EASEMENT FOLLOWS

WATERLINE EASEMENT

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

GRANT OF EASEMENT:

R040062, LP, a Texas limited partnership (“Grantor”, whether one or more), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell, and convey unto **JONAH WATER SPECIAL UTILITY DISTRICT**, whose address is 4050 FM 1660, Hutto, Texas 78634, (“Grantee”), an easement and right-of-way (“Easement”) upon and across one parcel totaling approximately 0.520 acre (22,651 SF) and 0.079 acre (3,482 SF), being the property of Grantor which is more particularly described by metes and bounds and sketch in Exhibits “A & B” attached hereto, located in Williamson County, Texas; and incorporated herein by reference. (Collectively the “Easement Tracts”).

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights and privileges and on the terms and conditions set forth below.

Grantor does hereby covenant and agree to WARRANT AND FOREVER DEFEND title to the Easement herein granted unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

CHARACTER OF EASEMENT:

The Easement is an easement in gross.

PURPOSE OF EASEMENT:

The Easement shall be used for water line purposes, including placement, construction, installation, replacement, repair, inspection, maintenance, relocation, removal, and operation of underground water distribution and transmission lines, at or above grade valve and hydrant facilities and related appurtenances, or making connections thereto.

The Easement shall also be used for the purpose of providing access to the water distribution and transmission lines and related facilities and appurtenances for the operation, repair, maintenance, inspection, replacement and expansion of the water distribution and transmission lines and related facilities and appurtenances.

DURATION OF EASEMENT:

The Easement shall be perpetual.

EXCLUSIVENESS AND TERMS OF EASEMENT:

The Easement shall be exclusive, and Grantor covenants that Grantor will not convey any other easement or conflicting rights within the Easement Tract following the execution of this Easement without the prior express written consent of Grantee, which consent shall not be unreasonably withheld, conditioned or delayed. Grantor may alter or otherwise use the surface of the Easement Tract for such purposes that do not interfere with the exercise by Grantee of the rights herein granted provided that the plans for all improvements to be placed in the Easement Tract by Grantor must be approved by Grantee before the improvements are constructed, with such approval not to be unreasonably withheld, conditioned or delayed. Grantee hereby approves Grantor's construction of two driveways across the Easement and identified as Dill Dr. and Havelin Street on Exhibit "C" attached hereto, but only so long as such driveways are at least 24" higher than any waterline installed by Grantee. Grantee, at its sole cost and expense, has the right to trim, cut down and remove trees and shrubbery and to remove other improvements and structures to the extent reasonably necessary to prevent interference with the operation or repairs to Grantee's facilities in the Easement Tract, and Grantee will be held harmless by Grantor from any and all claims of Grantor if Grantee exercises such right. Grantee shall, as soon as is reasonably feasible and subject to Grantee's rights to remove all trees and shrubbery and other improvements and structures, replace or restore the surface of the Easement to as similar a condition as reasonably practicable as existed immediately prior to Grantee's actions pursuant to this provision, unless otherwise inconsistent with the rights conveyed to Grantee herein. Grantee shall not leave any rubbish or debris on or about the Easement Tract. Notwithstanding anything in this Easement to the contrary, Grantee hereby acknowledges that there is an existing stone wall within the Easement Tract and that Grantor hereby retains the right to maintain, repair and replace the wall.

INDEMNIFICATION:

Grantee shall indemnify, defend and hold the Grantor, its heirs, representations, agents, employees, successors and assigns, harmless from any and all costs, liabilities, damages, losses, claims, actions or proceedings whatsoever, including, without limitation, for injury to persons (including death) which may be claimed to have arisen out of (i) any damage, accident, injury or other similar occurrences in the Easement Tract due to Grantee's negligence or misconduct,; or (ii) the use, maintenance or repair of the Easement Tract by Grantee, its guests, invitees, agents, or contractors. It is expressly understood and agreed that, notwithstanding anything in this Agreement to the contrary, the liability of Grantor hereunder, to the extent any exists, shall be limited solely and exclusively to the interest of Grantor in and to the Easement Tract, and neither Grantor, nor any of its heirs, representatives, successors, employees, affiliates or agents, shall have any personal liability for any claim arising hereunder and Grantee hereby expressly waives and releases Grantor and such heirs, representatives, successors, employees, affiliates and agents from any and all personal liability.

ENCUMBRANCES AND LIENS:

Grantor warrants that, to the best of Grantor's knowledge, no person or business entity owns a present possessory interest in the fee title in the Easement Tract other than Grantor, and that there are no parties in possession of any portion of the Easement Tract as lessees. Furthermore, Grantor warrants that, to the best of Grantor's knowledge, the Easement Tract is free and clear of

all encumbrances and liens except the following: those encumbrances and liens filed of record in the Real Property Records of Williamson County, Texas, or otherwise as shown in title commitment GF No. GT2100353, effective December 15, 2021, issued by Longhorn Title Company/Texan Title Insurance Company.

ENTIRE AGREEMENT:

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

BINDING EFFECT:

This Agreement shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors, and assigns.

ASSIGNABILITY:

This Easement and the rights of Grantee hereunder may be assigned in whole or in part by Grantee.

In witness whereof, this instrument is executed this ____ day of _____, 2023.

[signature page follows]

GRANTOR:

R040062, LP, a Texas limited partnership

By: R040062 GP, LLC, its General Partner

By: _____
Louis Mertz, Manager

Acknowledgment

STATE OF TEXAS

COUNTY OF HARRIS

This instrument is acknowledged before me on the _____ day of _____, 2023, by Louis Mertz, the Manager of R040062 GP, LLC, the general partner of R040062 LP, a Texas limited partnership, on behalf of said limited partnership.

Notary Public, State of Texas

Printed Name: _____

My Commission Expires: _____

EXHIBIT "A"

Page 1 of 2
Proj No. 22009
April 26, 2021

Parcel 21 WE – Part 2
0.520 AC Easement
John McQueen Survey
Abstract No. 426
Williamson County, Texas

DESCRIPTION OF EASEMENT: PARCEL 21 WE-PART 2

DESCRIPTION OF A 0.520 ACRE TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 67.07 ACRE TRACT OF LAND CONVEYED TO ERNEST W. KIMBRO BY GENERAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 2007004401, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.520 AC TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLs, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with cap stamped "RPLS 5784" found in the east boundary line of Bell Gin Road, a variable width right-of-way, no dedication found to date, same line being the west boundary line of said 67.07 acre tract, at its intersection with the north right-of-way line of County Road 111, same line being the north boundary line of that certain called 3.885 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2018082244, said Official Public Records, for the northwest corner of said 3.885 acre tract of land and for the southwest corner of the herein described tract;

THENCE, North 21°50'37" West, with the common line of said 67.07 acre tract and said Bell Gin Road, a distance of 44.65 feet, to a point for the northwest corner of the herein described tract, from which point a 1/2 inch iron rod with cap stamped "FORREST 1847" found for the northwest corner of said 67.07 acre tract bears North 21°50'37" West, with the common line of said 67.07 acre tract and said Bell Gin Road, a distance of 1409.35 feet;

THENCE, over and across said 67.07 acre tract of land the following six (6) courses and distances:

1. North 68°09'16" East, a distance of 25.00 feet
2. South 21°50'37" East, a distance of 30.24 feet, to a point;
3. North 69°30'55" East, a distance of 210.37 feet, to a point;
4. South 20°29'05" East, a distance of 65.27 feet, to a point;
5. North 71°56'26" East, a distance of 510.88 feet, to a point;
6. North 69°30'55" East, a distance of 648.92 feet to a point in the north boundary line of said 3.885 acre tract of land, for the northeast corner of the herein described tract, from which point a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set for a corner of said 3.885 acre tract of land bears North 13°07'27" West, with said 3.885 acre tract of land, a distance of 34.88 feet;

THENCE, with the north boundary line of said 3.885 acre tract of land, over and across said 67.07 acre tract of land, the following five (5) courses and distances:

MAE
04/26/2021  **STEGER BIZZELL**

1978 S. Austin Ave
Georgetown, TX 78626

1. South 13°07'27" East, a distance of 15.12 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found for the southeast corner of the herein described tract;
2. South 69°30'55" West, a distance of 647.30 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found;
3. South 71°56'26" West, a distance of 525.58 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found for an interior ell corner of said 3.885 acre tract, for the southernmost southwest corner of the herein described tract;
4. North 20°29'05" West, a distance of 64.65 feet, to a 1/2 inch iron rod with cap stamped "RPLS 5784" found for an interior ell corner of the herein described tract;
5. South 69°30'55" West, a distance of 220.02 feet, to the **POINT OF BEGINNING**, and containing 0.520 acres of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

The subject tract is an easement, monuments were not set for corners.

I certify that this description was prepared from a survey made on the ground in October 2016 to October, 2020, under my supervision.

Steger & Bizzell Engineering Inc.


04/26/2021

Miguel A. Escobar, LSLs, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700



P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\Descriptions\DESCRIPTION OF ESMT PARCEL 21 WE-PART 2.docx

STEGER & BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

EXHIBIT "B"

Page 1 of 2
Proj No. 22009
March 24, 2021

Parcel 21 WE – Part 3
3482 Sq.Ft. Easement
John McQueen Survey
Abstract No. 426
Williamson County, Texas

DESCRIPTION OF EASEMENT: PARCEL 21 WE-PART 3

DESCRIPTION OF A 3482 SQ FT TRACT OF LAND LOCATED IN THE JOHN MCQUEEN SURVEY, ABSTRACT 426, WILLIAMSON COUNTY, TEXAS, BEING OUT OF THAT CERTAIN CALLED 67.07 ACRE TRACT OF LAND CONVEYED TO ERNEST W. KIMBRO BY GENERAL WARRANTY DEED OF RECORD IN DOCUMENT NO. 20007004401, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.989 AC TRACT OF LAND BEING SURVEYED ON THE GROUND IN OCTOBER 2016 TO OCTOBER 2020, UNDER THE DIRECT SUPERVISION OF MIGUEL A. ESCOBAR, LSLS, RPLS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set on the common line of Lot 1, Block A, VALLEY VISTA, a subdivision of record in Cabinet P, Slide 18, Plat Records of Williamson County, Texas, and said 67.07 acre tract of land, at its intersection with the north right-of-way line of County Road 111, a variable width right-of-way for the northwest corner of that certain called 0.026 acre tract conveyed to Williamson County by Deed of record in Document No. 2018107579, said Official Public Records, same point being the northeast corner of that certain called 3.885 acre tract of land conveyed to Williamson County by Deed of record in Document No. 2018082244, said Official Public Records, for the southeast corner of the herein described tract, from which point a 1/2 inch iron rod found for the southwest corner of said Lot 1, same point being the southeast corner of said 67.07 acre tract of land, bears South 21°15'14" East, with the common line of said 0.026 acre tract, said 67.07 acre tract, said 3.885 acre tract, and said Lot 1, a distance of 21.58 feet;

THENCE, over and across said 67.07 acre tract, with the north line of said 3.885 acre tract, the following three (3) courses and distances:

1. South 80°22'34" West, a distance of 81.16 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set;
2. South 76°52'33" West, a distance of 152.04 feet, to a 1/2 inch iron rod with cap stamped "STEGER BIZZELL" previously set for the southwest corner of the herein described tract;
3. North 13°07'27" West, a distance of 15.00 feet, to a point for the northwest corner of the herein described tract, from which point a 1/2 inch iron rod with cap stamped "RPLS 5784" found for a corner of said 3.885 acre tract bears North 13°07'27" West, a distance of 35.00 feet;

THENCE, over and across said 67.07 acre tract, departing the north line of said 3.885 acre tract, the following two (2) courses and distances:

1. North 76°52'33" East, a distance of 152.50 feet, to a point;
2. North 80°22'34" East, a distance of 78.53 feet, to a point in said common line of the 67.07 acre tract and Lot 1;

Handwritten:
M.A.
03/24/2021

STEGER BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

Page 2 of 2
Proj No. 22009
March 24, 2021

Parcel 21 WE – Part 3
3482 Sq.Ft. Easement
John McQueen Survey
Abstract No. 426
Williamson County, Texas

THENCE, South 21°15'14" East, with said common line of the 67.07 acre tract and Lot 1, a distance of 15.31 feet, to the **POINT OF BEGINNING**, and containing 3482 square feet of land, more or less, within these metes and bounds.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). All distances shown hereon are surface values represented in U.S. Survey Feet based on a Grid-to-Surface Combined Adjustment Factor of 1.00013.

The foregoing metes and bounds description and survey on which it is based is accompanied by and a part of a survey map of the subject tract.

The subject tract is an easement, monuments were not set for corners.

I certify that this description was prepared from a survey made on the ground in October 2016 to October, 2020, under my supervision.

Steger & Bizzell Engineering Inc.


Miguel A. Escobar, LSLS, RPLS
Texas Reg. No. 5630
1978 South Austin Avenue
Georgetown, Texas 78626
(512) 930-9412
TBPELS Firm No. 10003700

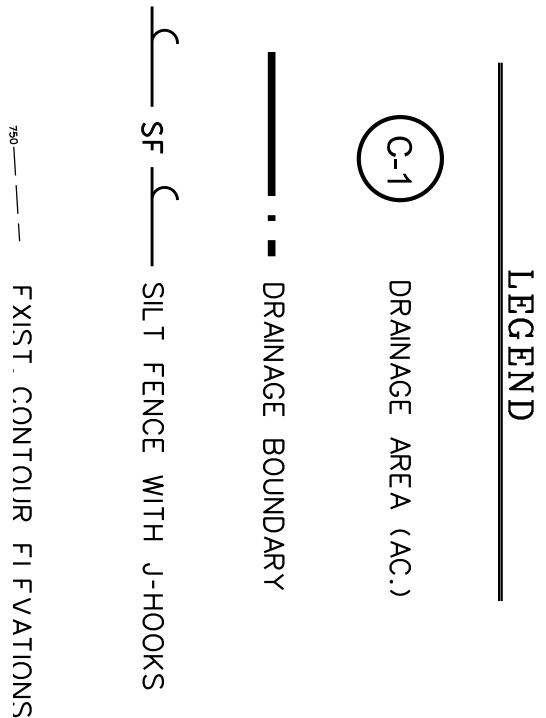


P:\22000-22999\22009 Wilco CR111 Route Study\Survey Data\Descriptions\DESCRIPTION OF ESMT PARCEL 21 WE-PART 3.docx

STEGER  BIZZELL

1978 S. Austin Ave
Georgetown, TX 78626

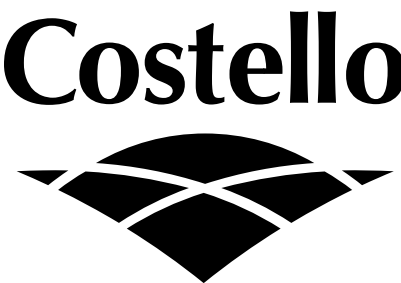
EXHIBIT “C”
SEE ATTACHED.



NO.	REVISION	DATE	BY

DESIGNED: _____
 DESIGN CHECKED: _____
 DRAWN: _____
 COGO CHECKED: _____
 SURVEY CHECKED: _____
 QA/QC: _____ DATE: _____

ENGINEERING AND SURVEYING
1016 LA POSADA DR. SUITE 288
AUSTIN, TEXAS 78752
(512) 646-3456 (512) 514-0315 FAX
TBPE FIRM REG. No. 280
TBPLS FIRM REG. No. 100486



CIVITAS AT GEORGETOWN
MANUFACTURED RENTAL COMMUNITY
CITY OF GEORGETOWN ETJ, COUNTY OF WILLIAMSON

HAVEL LN. DRIVEWAY
DRAINAGE AREAS & EROSION CONTROL

CONSTRUCTION PLANS
RELEASED FOR THE
USE OF INTERIM REVIEW
BY THE AUTHORITY OF

BAO LINH TRAN
P.E. 110354
2/11/2022
DATE
ARE NOT TO BE USED
FOR BIDDING OR
STRUCTION PURPOSES.

OF 3 SHEETS

Commissioners Court - Regular Session**46.****Meeting Date:** 10/31/2023

CR 111 Letter Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a letter agreement with Russell and Raquel Salisbury to acquire a drainage easement needed on CR111 project (Parcel 34) and additional costs for damage to fencing improvements. Funding Source: Road Bonds P292

Background

Fiscal Impact

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

Attachments

agreement

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 10:53 AM

Started On: 10/25/2023 04:29 PM

Sheets & Crossfield, PLLC

ATTORNEYS AT LAW

309 East Main Street • Round Rock, TX 78664-5246

Phone 512-738-8731 (D) • fax 512-255-8986

lisad@scrrlaw.com

October 23, 2023

Via HAND DELIVERY

Russell & Raquel Salisbury
1151 CR 105
Hutto, TX 78634-3047

Re: Williamson County- CR 111
Parcel No.: 34

Dear Mr. and Mrs. Salisbury:

Please allow this letter to set out my understanding regarding our Agreement for the acquisition of fee simple title to Williamson County in and across a portion of the above-named property required as part of the County's proposed improvements to CR 111("Project").

By execution of this letter the parties agree as follows:

1. In return for Owner's delivery to County of a fully executed and acknowledged Deed in and to 0.114 acre of land, and in the form as set out in Exhibit "A" attached hereto and incorporated herein, County shall pay Owner the sum of **\$5,000.00** in cash or other good funds.
2. Payment includes in full and complete satisfaction of any cost for the acquisition or relocation of any fencing within the 0.114 acre purchased right of way referenced on the sketch attached hereto as Exhibit "A".
3. If requested by County, the Closing and completion of this transaction shall take place at Texas National Title Company ("Title Company") within thirty (30) days after full execution of this Agreement, or at other date and time agreed to between the parties.

Upon request Owner shall provide reasonable assistance, at no cost to Owner, to cause the Title Company to issue a policy of title insurance, with standard printed exceptions, to County in completion of this transaction. County shall be responsible for all fees and costs associated with this transaction, except that each party shall be responsible for any attorney's fees they incur. Owner shall assist County and Title

Company with any curative measures or mortgage lien joinder, consent or subordination required as a condition of the Closing.

To the extent allowed by law County, its agents and contractors agree to release, indemnify, and otherwise hold Owner harmless from any damages or other losses to owner or any third party resulting from any acts or omissions performed under the limited right of possession herein. The parties further agree to continue to use diligence in assisting with any title curative or lienholder consent measures required by the Contract to expeditiously complete the Closing of the purchase transaction.

4. This Agreement is being made, and the Deed is being delivered, in lieu of condemnation.

If this meets with your understanding, please execute this letter where indicated and return it to me, and we will have this approved and signed by the County and process this for payment and Closing as quickly as possible.

Please feel free to contact me at any time if you have any questions or concerns about this issue.

Very truly yours,

Don Childs

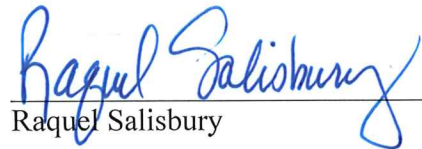
Don Childs
Sheets & Crossfield, PLLC

AGREED:



Russell Salisbury

Date



Raquel Salisbury

Date

WILLIAMSON COUNTY

By: _____

Name: Bill Gravell Jr.

Its: Williamson County Judge

Date: _____

EXHIBIT “A” FORM OF DEED FOLLOWS

DEED

County Road 111/Westinghouse Road Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That RUSSELL J. SALISBURY and RAQUEL M. SALISBURY, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto WILLIAMSON COUNTY, TEXAS, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

All of that certain 0.114-acre (4,949 Sq. Ft.) tract of land in the J. McQueen Survey, Abstract No. 426, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 34 Part 1**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the property described in said Exhibit "A" to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of CR 111/Westinghouse Road.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the 25th day of October, 2023.

[signature page follows]

GRANTOR:

R. J. Salisbury
Russell J. Salisbury

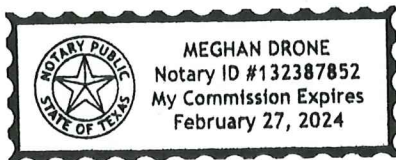
ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF Williamson

This instrument was acknowledged before me on this the 25th day of October, 2023 by Russell J. Salisbury, in the capacity and for the purposes and consideration recited therein.



Meghan Drone
Notary Public, State of Texas

GRANTOR:

Raquel M. Salisbury
Raquel M. Salisbury

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF Williamson

This instrument was acknowledged before me on this the 25th day of October, 2023 by Raquel M. Salisbury, in the capacity and for the purposes and consideration recited therein.



Meghan Drone
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT A

County: Williamson
Parcel: 34, Part 1
Highway: County Road 111 (Westinghouse Road)

PROPERTY DESCRIPTION FOR PARCEL 34, Part 1

BEING a 0.114 of one acre parcel (4,949 Square Feet) of land, situated in the J. McQueen Survey, Abstract No. 426, in Williamson County, Texas, being a portion of a called 44.72 acre tract described in a Special Warranty Deed with Vendor's Lien to Russell J. Salisbury and wife, Raquel M. Salisbury, recorded in Volume 2319, Page 861, of the Official Records of Williamson County, Texas. Said 0.114 of one acre parcel being more particularly described as follows:

COMMENCING at a 1/2-inch iron rebar with cap stamped "RPLS 5784" set (Surface Coordinates = N: 10197356.24, E: 3154578.36) in the East line of said 44.72 acre tract and the West line of a called 15.00 acre tract of land described in a Special Warranty Deed to Russell J. Salisbury and wife, Raquel M. Salisbury, recorded in Volume 1988, Page 496 of said Official Records, also being in the proposed Northwesterly right-of-way line of County Road No. 105, said 1/2-inch iron rebar with cap set being 68.00 feet left of and at a right angle to Engineers Centerline Station 192+13.25, from which a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the East line of said 15.00 acre tract and said proposed Northwesterly right-of-way line of County Road No. 105, bears North 68°52'30" East a distance of 449.98 feet;

THENCE over and across said 44.72 acre tract and along said proposed Northwesterly right-of-way line of County Road No. 105, the following three (3) courses and distances:

1. South 68°52'30" West a distance of 391.83 feet to the Southeast corner and **POINT OF BEGINNING** (Surface Coordinates = N: 10197215.03, E: 3154212.86) of the herein described tract, said corner being 68.00 feet left of and at a right angle to Engineers Centerline Station 188+21.42;
2. **South 68°52'30" West** a distance of **11.72** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set for a Point of Curvature of a curve to the left; and
3. Southwesterly along the arc of said curve to the left having a radius of **1568.00** feet, an arc length of **88.32** feet, a delta angle of **03°13'45"**, and a chord which bears **South 67°15'45" West** a distance of **88.31** feet to a 1/2-inch iron rebar with cap stamped "RPLS 5784" set in the West line of said 44.72 acre tract and the East line of a called 2.87 acre tract of land described in a General Warranty Deed to Wallace Daniel, Jr., recorded in Volume 2314, Page 532 of said Official Records;

THENCE **North 21°11'30" West** departing said proposed Northwesterly right-of-way line of County Road No. 105, along said West line of the 44.72 acre tract and said East line of the 2.87 acre tract, a distance of **50.00** feet to the Northwest corner of the herein described tract, from which

a 1/2-inch iron rebar found for the Northeast corner of the remainder portion of a called 30.00 acre tract of land described in a Special Warranty Deed with Vendor's Lien to Wallace D. Daniel, Jr., recorded in Volume 2369, Page 611 of said Official Records, being the Southeast corner of a called 6.60 acre tract of land described in a General Warranty Deed to Robert R. Thompson and wife, Deanna R. Thompson, recorded in Document No. 1999055611 of the Official Public Records of Williamson County, Texas, and being in said West line of the 44.72 acre tract, bears North 21°11'30" West a distance of 282.86 feet;

THENCE over and across said 44.72 acre tract, the following two (2) courses and distances:

1. **North 67°27'00" East** a distance of **100.03** feet to the Northeast corner of the herein described tract; and
2. **South 21°11'30" East** a distance of **50.00** feet to the **POINT OF BEGINNING** and containing 0.114 of one acre of land more or less.

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

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

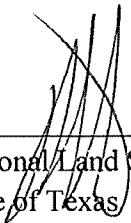
STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

I, Patrick J. Stevens, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described herein under my supervision and is correct, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 15 day of December, 2016, A.D.



Patrick J. Stevens
Registered Professional Land Surveyor, No. 5784
State of Texas



6.60 AC
ROBERT R.
THOMPSON,ET UX
1999055611

REMAINDER OF
30.00 AC
WALLACED, DANIEL, JR.
2369/611

2.87 AC
WALLACE DANIEL, JR.
2314/532

PROPOSED
DRAINAGE
EASEMENT
4,949 SF
0.114 AC

POINT OF BEGINNING
STA. 188+21.42
O/S 68.00' LT
SURFACE COORDINATES
N 10197215.03
E 3154212.86

POINT OF COMMENCEMENT
STA. 192+13.25
O/S 68.00' LT
SURFACE COORDINATES
N 10197356.24
E 3154578.36

15.00 AC
RUSSELL J. SALISBURY
& WIFE, RAQUEL M. SALISBURY
1988/496

(S 18° 58' 20" E 1452.14')
(N 18° 58' 20" W 1452.14')

N 68° 52' 30" E
449.98'

STA. 187+25.20
O/S 68.00' LT

STA. 188+09.70
O/S 68.00' LT

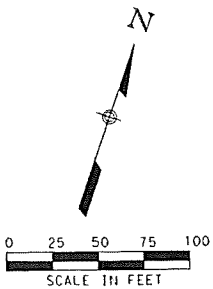
CR 105

1
ERIC J. &
HELEN LENK
2010075263

1
COMMON
AREA 1

34
JOSE E. &
JOEL E. CARRILLO
2014020953

BELL MEADOWS
SECTION ONE
0/95

J. MCQUEEN
ABSTRACT No. 26

PAGE 1 OF 2



ADDRESS	1978 S. AUSTIN AVENUE	GEORGETOWN, TX 78626
PHONE	512.930.9412	STEEGERBIZZELL.COM
SERVICE	>>ENGINEERS	>>PLANNERS >>SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:
RUSSELL J. SALISBURY & WIFE,
RAQUEL M. SALISBURY

SCALE:
1" = 100'

PARCEL:
34DE,
PART 1

PROJECT:
CR 111

COUNTY:
WILLIAMSON



WILLIAMSON
COUNTY

1845

PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II MONUMENT FOUND
- ⊙ 1/2" IRON PIPE FOUND UNLESS NOTED
- 1/2" IRON REBAR SET W/ CAP STAMPED "RPLS 5784"
- 1/2" IRON REBAR FOUND UNLESS NOTED
- △ CALCULATED POINT
- ⊕ NAIL FOUND
- ⊕ CENTER LINE
- () RECORD INFORMATION
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- LINE BREAK
- × FENCE CORNER

CODE	BEARING	DISTANCE
L1	S 21°16'00" E	77.12'
L2	S 68°55'45" W	491.93'
(L2)	S 71°48'10" W	491.88'
L3	N 20°50'15" W	74.21'
L4	S 68°16'30" W	409.17'
L5	S 68°52'30" W	11.72'
L6	N 21°11'30" W	50.00'
L7	N 67°27'00" E	100.03'
L8	S 21°11'30" E	50.00'

CODE	RADIUS	ARC	CHORD BEARING	CHORD	DELTA
C1	1,568.00'	88.32'	S 67°15'45" W	88.31'	3°13'45"
C2	1,568.00'	417.75'	S 58°01'00" W	416.52'	15°16'00"

NOTES:

ALL BEARINGS ARE BASED ON GRID BEARINGS. DISTANCES ARE SURFACE DISTANCES. COORDINATES ARE SURFACE VALUES BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE USING A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00013.

THIS TRACT SUBJECT TO THE FOLLOWING EASEMENTS THAT CANNOT BE PLOTTED DUE TO A VAGUE DESCRIPTION(S):

1. TEXAS POWER & LIGHT COMPANY, VOL. 295, PG. 383
2. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 408
3. TEXAS POWER & LIGHT COMPANY, VOL. 299, PG. 620
4. JONAH WATER SUPPLY CORPORATION, VOL. 563, PG. 649
5. BOUNDARY AGREEMENT, VOL. 344, PG. 99

I HEREBY CERTIFY THAT THIS SURVEY PLAT IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND THAT THE PROPERTY SHOWN HEREON WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



[Signature]
 12-15-16
 PATRICK J. STEVENS
 REGISTERED PROFESSIONAL LAND SURVEYOR, No. 5784
 STATE OF TEXAS

PAGE 2 OF 2

STEGER BIZZELL

ADDRESS 1976 S. AUSTIN AVENUE GEORGETOWN, TX 75226
 METERS 512.000.0412 INCHES 12.000.000000
 SURVEYORS --ENGINEERS --PLANNERS --SURVEYORS

PARCEL PLAT SHOWING PROPERTY OF:

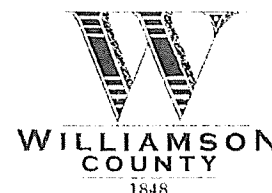
RUSSELL J. SALISBURY & WIFE,
 RAQUEL M. SALISBURY

SCALE:
 1"=100'

PARCEL:
 34DE,
 PART 1

PROJECT:
 CR 111

COUNTY:
 WILLIAMSON



Commissioners Court - Regular Session**47.****Meeting Date:** 10/31/2023

CR 314 Purchase Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Ray W. Walker to acquire 0.109 AC needed as right of way for the CR 314 project (Parcel 8). Funding Source: Road Bonds P364

Background

Fiscal Impact

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

Attachments

contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 10:54 AM

Started On: 10/25/2023 04:31 PM

REAL ESTATE CONTRACT

CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **RAY W. WALKER** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.109-acre (4,725 square foot) tract of land, out of and situated in the A, A, Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**):

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of TWENTY-TWO THOUSAND FOUR HUNDRED FORTY and 00/100 Dollars (\$22,440.00).

2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of TWENTY-TWO THOUSAND FIVE HUNDRED SIXTY and 00/100 Dollars (\$22,560.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before December 1, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.
- (d) It is expressly understood and agreed that Seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default,

Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after November 1, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser upon the Property, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:

Ray W. Walker
RAY W. WALKER

Date: 10/23/23

Address: 930 CR 375

JARRELL, TX 76537

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

County: Williamson
Parcel: 8, Ray W. Walker
Highway: County Road 314

12-06-2022
Page 1 of 3

EXHIBIT A
PROPERTY DESCRIPTION

DESCRIPTION OF A 109 ACRE (4,725 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE A.A. LEWIS SURVEY, ABSTRACT NO. 384 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED LOT 13 OF SUNRISE MEADOWS, A SUBDIVISION RECORDED IN CABINET G, SLIDE 275, OF THE PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, DESCRIBED IN A DESCRIBED IN A GENERAL WARRANTY DEED TO RAY W. WALKER RECORDED IN VOLUME 2552, PAGE 57, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.109 ACRE (4,725 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a calculated point, being on the proposed southerly right-of-way (ROW) line of County Road 314 (C.R. 314) (ROW width varies), same point being on the existing easterly ROW line of County Road 375 (C.R. 375) (ROW width varies), same line being on the existing westerly boundary line of said Lot 13, (Grid Coordinates determined as N=10,262,936.45, E=3,153,442.60), and being 68.00 feet right of C.R. 314 baseline station 79+28.91, for the southwesterly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE, N 21°34'34" W**, departing the proposed southerly ROW line of C.R. 314, with the existing easterly ROW line of said C.R. 375, same line being the westerly boundary line of said Lot 13, for a distance of **28.60** feet to a calculated point, being the intersection of the existing southerly ROW line of (C.R. 314) (ROW width varies), and said existing westerly ROW line of C.R. 375, said point being the northwesterly corner of said Lot 13, for the northwesterly corner of the herein described parcel;
- 2) **THENCE, N 68°25'59" E**, departing the existing easterly ROW line of said C.R. 375, with the existing southerly ROW line of said C.R. 314, same line being the northerly boundary line of said Lot 13, for a distance of **160.25** feet to a calculated point, being the northwesterly corner of Lot 8 of said Sunrise Meadows, same point being the northeasterly corner of said Lot 13, for the northeasterly corner of the herein described parcel;
- 3) **THENCE, S 21°28'28" E**, departing the existing southerly ROW line of C.R. 314, with the existing westerly boundary line of said Lot 8, same line being the existing easterly boundary line of said Lot 13, for a distance of **30.38** feet to a calculated point, said point being on the proposed southerly ROW line of said C.R. 314 and being 68.00 feet left of C.R. 314 baseline station 80+89.11, for the southeasterly corner of the herein described parcel;
- 4) **S 69°04'07" W**, with the proposed southerly ROW line of said C.R. 314, through the interior of said Lot 13, for a distance of **160.20** feet to the **POINT OF BEGINNING**, containing 0.109 acre (4,725 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Miguel A. Escobar
Registered Professional Land Surveyor No. 5630
Licensed State Land Surveyor
Inland Geodetics
Firm Registration No: 100591-00
1504 Chisholm Trail Road, Suite 103
Round Rock, TX 78681
Project No: SLAN-001

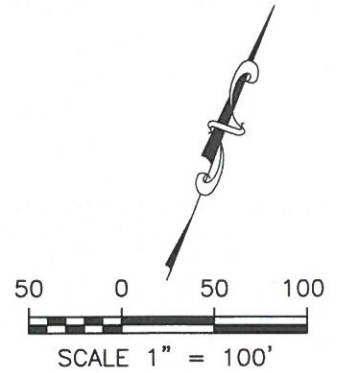
Date

PRELIMINARY

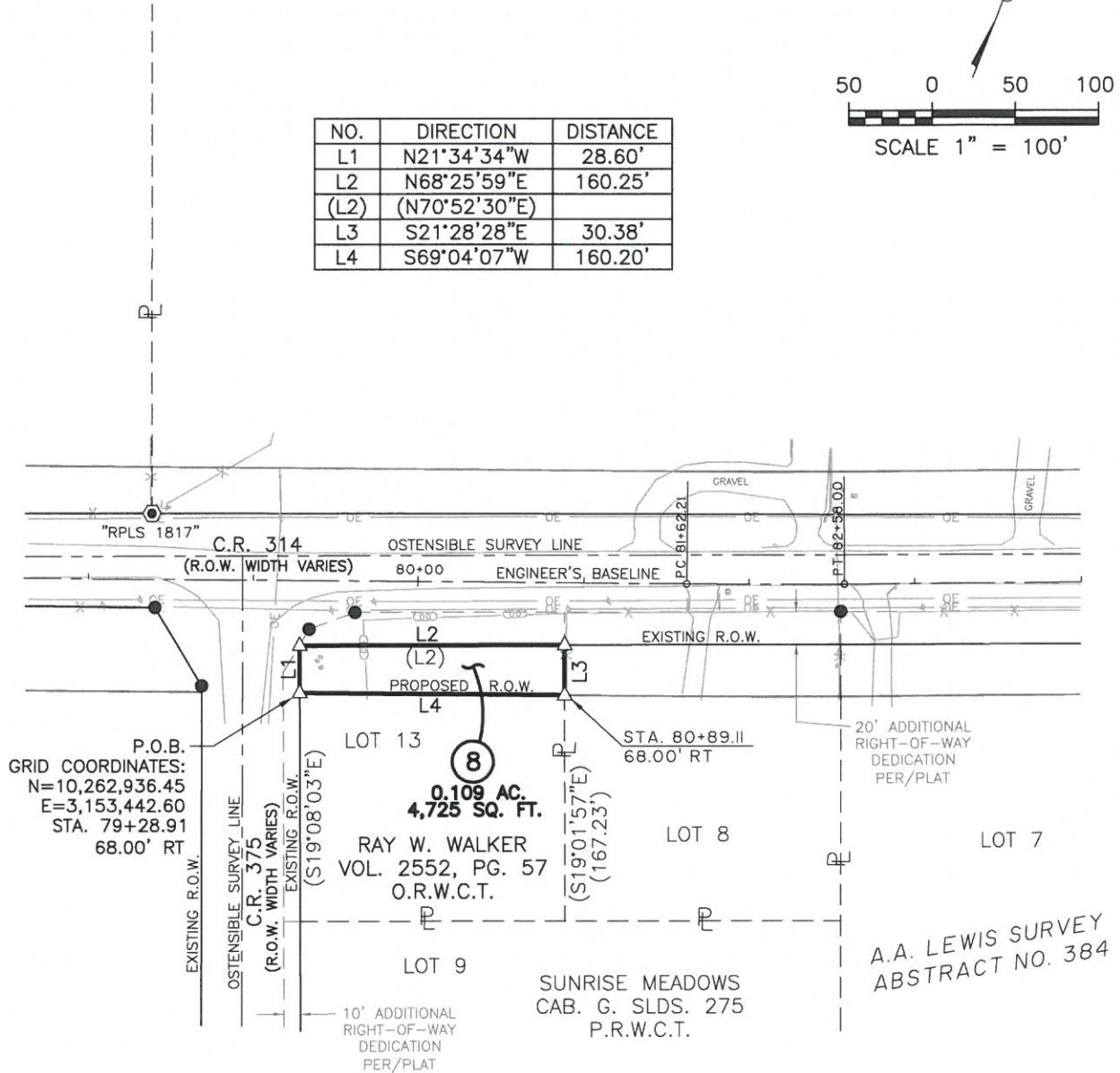
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
12/10/2022

EXHIBIT

PLAT TO ACCOMPANY DESCRIPTION

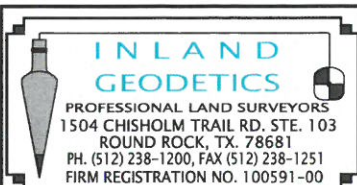


NO.	DIRECTION	DISTANCE
L1	N21°34'34"W	28.60'
L2	N68°25'59"E	160.25'
(L2)	(N70°52'30"E)	
L3	S21°28'28"E	30.38'
L4	S69°04'07"W	160.20'



PROJECT NO.: SLAN-001

12-06-2022



PARCEL PLAT SHOWING PROPERTY OF

RAY W. WALKER

PARCEL 8
0.109 AC.
4,725 SQ. FT.








SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

PAGE 2 OF 3

PLAT TO ACCOMPANY DESCRIPTION**LEGEND**

	TXDOT TYPE II MON FOUND
	1/2" IRON ROD WITH CAP FOUND
	1/2" IRON ROD FOUND
	IRON ROD W/ ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET
	CALCULATED POINT
	PROPERTY LINE
P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
()	RECORD INFORMATION
	BREAKLINE

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.
2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.

I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Inland Geodetics
12/10/2022

MIGUEL A. ESCOBAR DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

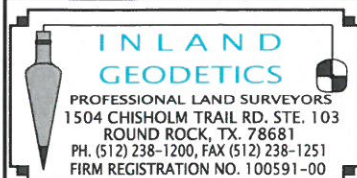
PROJECT NO.: SLAN-001

12-06-2022

PARCEL PLAT SHOWING PROPERTY OF

RAY W. WALKER

PARCEL 8
0.109 AC.
4,725 SQ. FT.



SCALE
1" = 100'

WILLIAMSON COUNTY

PROJECT
C.R. 314

PAGE 3 OF 3

Exhibit "B"

Parcel 8

DEED

County Road 314 Right of Way

THE STATE OF TEXAS

§
§
§

COUNTY OF WILLIAMSON

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **RAY W. WALKER**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.109-acre (4,725 square foot) tract of land, out of and situated in the A, A, Lewis Survey, Abstract No. 384, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 8**):

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit (the "Retained Improvements"): None

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature page follows]

GRANTOR:

RAY W. WALKER

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on this the ____ day of _____, 2023 by RAY W. WALKER in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**48.****Meeting Date:** 10/31/2023

Chandler Road/Corridor B Purchase Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Williamson Cameron Holdings, LP for 0.350 AC needed as future right of way on the Chandler Road/Corridor B project. Funding Source: TANS P588

Background

Fiscal Impact

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

Attachments

contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 10:57 AM

Started On: 10/25/2023 04:36 PM

REAL ESTATE CONTRACT

Chandler Road/Corridor B

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **WILLIAMSON CAMERON HOLDINGS, LP** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.350 acre (15,224 square foot) tract of land, out of and situated in the George Keith Survey, Abstract No. 370, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein;

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property interests described in Exhibit "A", any improvements on the Property, and any cost of cure or damage to the remaining property of Seller shall be the sum of NINETY-FIVE THOUSAND and 00/100 Dollars (\$95,000.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

**ARTICLE III
PURCHASER'S OBLIGATIONS**

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

**ARTICLE IV
REPRESENTATIONS AND WARRANTIES
OF SELLER**

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.
- (b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

**ARTICLE V
CLOSING**

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before October 31 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and
 - (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after October 31, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway and/or utility improvement construction project of Purchaser on the Property or other obligations of this Contract, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

WILLIAMSON CAMERON HOLDINGS, LP

By: Shubhra Sharma

Address: 5453 Rustic Manor Dr

Name: SHUBHRA SHARMA

Brownsville, TX 78526

Title: Partner

Date: 10/18/23

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT "A"

County: Williamson
Project: Chandler Corridor Segment 1, From SH 130 to FM 1660
Tax ID: R020666
Parcel: Williamson Cameron Holdings, LP, 0.350 acre tract

METES AND BOUNDS DESCRIPTION

FOR A 0.350 ACRE (15,224 SQ. FT.) TRACT OF LAND SITUATED IN THE GEORGE KEITH SURVEY, ABSTRACT NO. 370, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 42.252 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON CAMERON HOLDINGS, LP, RECORDED IN DOCUMENT NO. 2007096998 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 0.350 ACRE TRACT OF LAND BEING SURVEYED ON THE GROUND BY DIAMOND SURVEYING DURING THE MONTH OF AUGUST 2022, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2" iron rod found (Grid Coordinates: N=10188440.21, E=3165722.74) monumenting an angle point on the south boundary line of said 42.252 acre Williamson Cameron Holdings, LP tract, same being an angle point on the north boundary line of the called 14.50 acre tract of land conveyed to Williamson County, Texas, recorded in Document No. 2006018077 of the Official Public Records of Williamson County, Texas, same being on the north right-of-way line of Chandler Road (variable width right-of-way), being 187.21 feet Left of Chandler Road Engineer's Baseline Station 303+00.09, from which a 1/2" iron rod found bears with a curve to the left an arc length of 223.94 feet, said curve having a radius of 2313.00 feet, a delta angle of 5°32'50" and a chord which bears N 80°39'52" E for a distance of 223.85 feet;

THENCE, S 06°37'02" E with said south boundary line of the 42.252 acre Williamson Cameron Holdings, LP tract, said north boundary line of the 14.50 acre Williamson County, Texas tract and said north right-of-way line of Chandler Road, for a distance of 19.64 feet to a PK nail set (Grid Coordinates N=10188420.70, E=3165725.00), being 167.57 feet left of Chandler Road Engineer's Baseline Station 303+00.09, for the northeast corner and **POINT OF BEGINNING** hereof;

THENCE, with said south boundary line of the 42.252 acre Williamson Cameron Holdings, LP tract, said north boundary line of the 14.50 acre Williamson County, Texas tract and said north right-of-way line of Chandler Road, the following four (4) courses and distances:

1. **S 06°37'02" E** for a distance of **0.36 feet** to a calculated point being 167.21 feet left of Chandler Road Engineer's Baseline Station 303+00.09, for the southeast corner hereof;
2. With a curve to the right an arc length of **466.60 feet**, said curve having a radius of **2333.00 feet**, a delta angle of **11°27'33"** and a chord which bears **S 89°06'45" W** for a distance of **465.82 feet** to a calculated point being 167.19 feet left of Chandler Road Engineer's Baseline Station 298+00.05, for the end of this curve hereof;


County: Williamson
Project: Chandler Corridor Segment 1, From SH 130 to FM 1660
Tax ID: R020666
Parcel: Williamson Cameron Holdings, LP, 0.350 acre tract

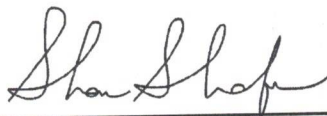
3. **S 04°50'31" W** for a distance of **10.00 feet** to a calculated point being 157.19 feet left of Chandler Road Engineer's Baseline Station 298+00.05;
4. With a curve to the right an arc length of **633.47 feet**, said curve having a radius of **2343.00 feet**, a delta angle of **15°29'27"** and a chord which bears **N 77°24'45" W** for a distance of **631.54 feet** to a 5/8" iron rod set with cap marked "Williamson County" being 157.16 feet left of Chandler Road Engineer's Baseline Station 291+24.08, for the west corner hereof, from which a PK nail set on the end of said curve to the right, being 157.16 feet left of Chandler Road Engineer's Baseline Station 290+39.34, bears **N 68°41'46" W** for a distance of 79.41 feet;

THENCE, through the interior of said 42.252 acre Williamson Cameron Holdings, LP tract with a curve to the left an arc length of **1094.50 feet**, said curve having a radius of **3325.00 feet**, a delta angle of **18°51'37"** and a chord which bears **S 83°40'18" E** for a distance of **1089.57 feet** to the **POINT OF BEGINNING** hereof and containing 0.350 acre of land more or less.

Bearing Basis: NAD-83, Texas Central Zone (4203) State Plane System. Distances shown hereon are surface distances based on a combined surface adjustment factor or 1.00012.

A drawing has been prepared to accompany this metes and bounds description.

 **DIAMOND SURVEYING, INC.**
116 SKYLINE ROAD, GEORGETOWN, TX 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NUMBER 10006900



November 22, 2022

SHANE SHAFER, R.P.L.S. NO. 5281

DATE



Z:\WCRB\2020 WA-6 CHANDLER CORRIDOR SH130 TO CR 101\FINAL LAND TITLE SURVEYS
ROW\CHANDLER CORRIDOR WILLIAMSON CAMERON ROW PARCEL M&B 20221122.doc

T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.350 ACRE (15,224 SQ. FT.) TRACT OF LAND SITUATED IN THE GEORGE KEITH SURVEY, ABSTRACT NO. 370, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 42,252 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON CAMERON HOLDINGS, LP, RECORDED IN DOCUMENT NO. 2007096998 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 100, HUTT, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020666

KERMIT W. HARVEL, TRUSTEE
OF THE HARVEL BYPASS TRUST
NORTHERLY
REMNANT PORTION OF
CALLED 148.5 ACRES
DOC. NO. 2019109871

SCALE: 1" = 200'

WILLIAMSON CAMERON HOLDINGS, LP
CALLED 42,252 AC.
DOC. NO. 2007096998
WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD)
PROPERTY ID: R020666

KERMIT W. HARVEL, TRUSTEE
OF THE HARVEL BYPASS TRUST
SOUTHERLY
REMNANT PORTION OF
CALLED 148.5 ACRES
DOC. NO. 2019109871

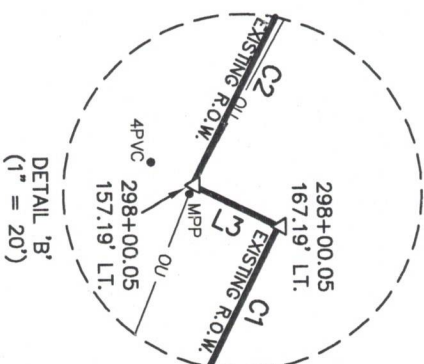
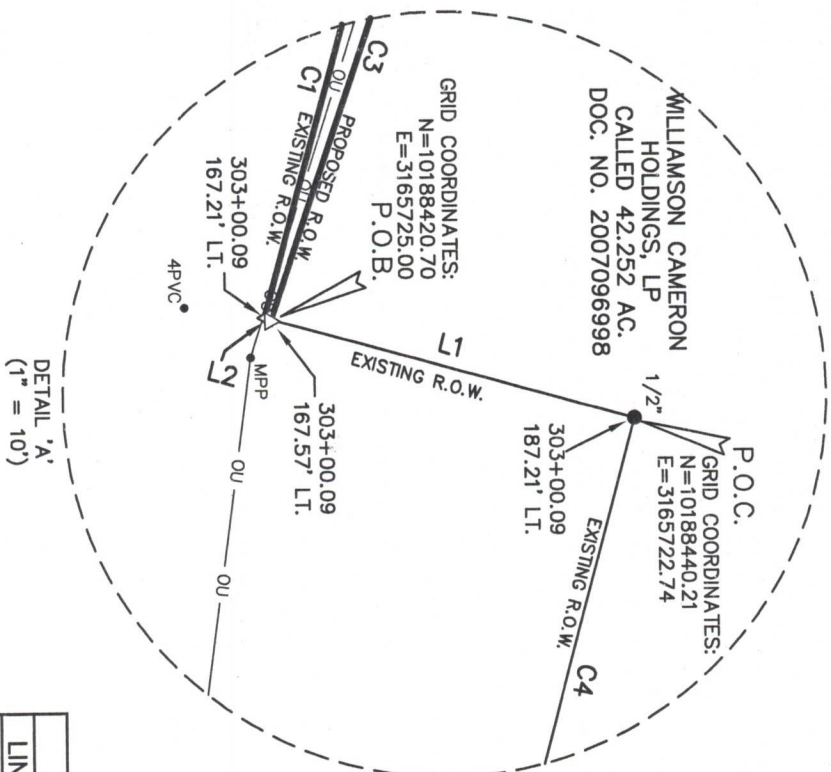
WILLIAMSON BROWN HOLDINGS, LP
REMNANT PORTION OF
CALLED 65,528 AC.
DOC. NO. 2007096997

MATCHLINE SHEET 1

DIAMOND SURVEYING, INC.
116 SKYLINE ROAD, GEORGETOWN, TEXAS 78628
(512) 931-3100
T.B.P.E.L.S. FIRM NO. 10006900

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.350 ACRE (15,224 SQ. FT.) TRACT OF LAND SITUATED IN THE GEORGE KEITH SURVEY, ABSTRACT NO. 370, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 42,252 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON CAMERON HOLDINGS, LP, RECORDED IN DOCUMENT NO. 2007096998 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

PROPERTY ADDRESS: CR 100, HUTTID, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020666



DETAIL 'A'
(1" = 10')

DETAIL 'B'
(1" = 20')

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S06°37'02"E	19.64'
L2	S06°37'02"E	0.36'
L3	S04°50'31"W	10.00'
L4	N67°43'30"W	925.87'

SIGN LEGEND:
S5 = 60 MPH
S6 = COUNTY ROAD 119
S7 = LEFT & RIGHT TURN ARROWS

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2333.00'	466.60'	11°27'33"	S89°06'45"W	465.82'
C2	2343.00'	633.47'	15°29'27"	N77°24'45"W	631.54'
C3	3325.00'	1094.50'	18°51'37"	S83°40'18"E	1089.57'
C4	2313.00'	223.94'	5°32'50"	N80°39'52"E	223.85'
C5	2343.00'	79.42'	1°56'32"	N68°41'46"W	79.41'

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.350 ACRE (15,224 SQ. FT.) TRACT OF LAND SITUATED IN THE GEORGE KEITH SURVEY, ABSTRACT NO. 370, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 42,252 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON CAMERON HOLDINGS, LP, RECORDED IN DOCUMENT NO. 2007096998 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 100, HUTTO, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020666

GENERAL NOTES:

- 1) ALL DOCUMENTS LISTED HEREON ARE RECORDED IN THE OFFICE OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.
- 2) BEARING BASIS: NAD-83, TEXAS CENTRAL (4203) STATE PLANE SYSTEM. DISTANCES SHOWN HEREON ARE SURFACE DISTANCES BASED ON A COMBINED SURFACE ADJUSTMENT FACTOR OF 1.00012.
- 3) THE TRACT SHOWN HEREON LIES WITH IN ZONE 'X' AREAS OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP NO. 48491C0505F, WITH AN EFFECTIVE DATE OF DECEMBER 20, 2019 FOR WILLIAMSON COUNTY, TEXAS.
- 4) THE CHANDLER ROAD PROJECT BASELINE SHOWN HEREON AS PROVIDED TO THE SURVEYOR BY HNTB ON AUGUST 8, 2022.

LEGEND

●	IRON ROD FOUND
⊙	IRON ROD SET WITH ALUMINUM CAP MARKED "WILLIAMSON COUNTY"
△	PK NAIL SET
▽	CALCULATED POINT
●MPP	METAL POWER POLE
●4PVC	4" PVC RISER
●RP	REFLECTOR POST
—SI	SIGN
—GMK	ATMOS GAS MARKER
—OU	OVERHEAD UTILITY LINE
—	EDGE OF PAVEMENT
—	RIGHT-OF-WAY RECORD DEED LINE
—	APPROXIMATE SURVEY LINE
—	PROPOSED RIGHT-OF-WAY
MAD	METAL AREA DRAIN
CDS	CONCRETE DRAINAGE STRUCTURE
CONC	CONCRETE
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
R.O.W.	RIGHT-OF-WAY
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING

SHEET 4 OF 5

DRAWING TO ACCOMPANY METES AND BOUNDS DESCRIPTION FOR A 0.350 ACRE (15,224 SQ. FT.) TRACT OF LAND SITUATED IN THE GEORGE KEITH SURVEY, ABSTRACT NO. 370, WILLIAMSON COUNTY, TEXAS AND BEING OUT OF THE CALLED 42,252 ACRE TRACT OF LAND CONVEYED TO WILLIAMSON CAMERON HOLDINGS, LP, RECORDED IN DOCUMENT NO. 2007096998 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
PROPERTY ADDRESS: CR 100, HUTTID, TX 78634 - WILLIAMSON COUNTY APPRAISAL DISTRICT (WCAD) PARCEL ID: R020666

TITLE COMMITMENT NOTES:

Only those easements and restrictions listed in Schedule B of Texan Title Insurance Company, Commitment for Title Insurance (T-7), GF No. GT2201198, which bears an Effective Date of September 7, 2022 and an Issued Date of September 15, 2022 were reviewed by the Surveyor. No other easement record research was performed by Diamond Surveying, Inc.

10a. Easement dated July 5, 1928, executed by Oscar Green and Hulda S. Green to Lone Star Gas Company, recorded in Volume 239, Page 7, Deed Records, Williamson County, Texas. Said easement is a part of the called 60-1/7 acre tract (First Tract) described in Volume 194, Page 221 referenced in said instrument and may be a part of the subject tract. No description of the exact location of said easement is contained in said instrument. The surveyor has plotted the location of a gas marker as located in the field.


10b. Right of Way Easement dated July 24, 1972, executed by P. H. Rydberg and Bertha Rydberg to Jonah Water Supply Corp., recorded in Volume 563, Page 671, Deed Records, Williamson County, Texas. Said easement is a part of the called 60-1/7 acre tract (First Tract) described in Volume 269, Page 119 referenced in said instrument and may be a part of the subject tract. No description of the exact location of said easement is contained in said instrument. Said Volume 563, Page 671 states: "The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 15' in width the center line thereof being the pipe line as installed."

10c. Right of Way Easement dated July 24, 1972, executed by P. H. Rydberg and Bertha Rydberg to Jonah Water Supply Corp., recorded in Volume 563, Page 672, Deed Records, Williamson County, Texas. Is not a part of the subject tract.

10d. Public Utility and Access Easement Agreement dated February 1, 2012, executed by Williamson Cameron Holdings, LP, a Texas Corporation to Jonah Water Special Utility District, recorded under Document No. 2012012280, Official Public Records, Williamson County, Texas. Said easement is a part of the tract of land described in Document No. 2007096998 as referenced in said instrument and may be a portion of the Subject Tract, however said easement cannot be plotted by its description.

To: Williamson County, Texan Title Insurance Company and Longhorn Title Company, exclusively.

I, Shane Shafer, Registered Professional Land Surveyor in the State of Texas, hereby certify that this drawing represents a survey made on the ground under my direct supervision completed on August 18, 2022. At the time of this survey there were no encroachments, conflicts or protrusions apparent on the ground, EXCEPT AS SHOWN. This survey substantially complies with the standards for a Category 1A, Condition III Land Title Survey per the current Manual of Practice for Land Surveying in the State of Texas, issued by the Texas Society of Professional Surveyors. USE OF THIS SURVEY BY OTHER PARTIES SHALL BE AT THEIR OWN RISK AND UNDERSIGNED SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.


SHANE SHAFER, R.P.L.S. NO. 5281
November 22, 2022
DATE



SHEET 5 OF 5

EXHIBIT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED

Chandler Road/Corridor B Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **WILLIAMSON CAMERON HOLDINGS, LP**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.350 acre (approximately 15,224 sq. ft.) tract of land in the George Keith Survey, Abstract No. 370, Williamson County, Texas; said tract being more particularly described by metes and bounds in Exhibit "A" attached hereto and incorporated herein.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of the proposed roadway facilities and appurtenances on the Property.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 2023.

[signature page follows]

GRANTOR:

WILLIAMSON CAMERON HOLDINGS, LP

By:_____

Name:_____

Title:_____

ACKNOWLEDGMENT

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this the _____ day of _____, 2023 by, _____ in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session**49.****Meeting Date:** 10/31/2023

CR 314 Purchase Contract

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a real estate contract with Albertano and Maria Vastian for 0.424 AC needed as right of way on the CR 314 project (Parcel 26). Funding Source: Road Bonds P364

Background

Fiscal Impact

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

Attachments

contract

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 10:55 AM

Started On: 10/25/2023 04:34 PM

REAL ESTATE CONTRACT

CR 314 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **ALBERTANO VASTIAN and MARIA VASTIAN** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

All of that certain 0.424-acre (18,453) tract of land, out of and situated in the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 26**):

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II PURCHASE PRICE AND ADDITIONAL COMPENSATION

Purchase Price

2.01. The Purchase Price for the fee simple Property interests described in Exhibit "A" shall be the sum of SIXTY-FOUR THOUSAND FIVE HUNDRED NINETY and 00/100 Dollars (\$64,590.00).

2.01.1. As Additional Compensation for the acquisition of any improvements on the Property, replacement of fencing and any cost of cure for the remaining property of Seller, Purchaser shall pay the amount of NINETEEN THOUSAND NINE HUNDRED TEN and 00/100 Dollars (\$19,910.00).

Payment of Purchase Price

2.02. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before November 30, 2023, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", conveying such interest in and to the portion of the Property free and clear of any and all monetary liens and restrictions, except for the following:

- (a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
- (b) Any exceptions approved by Purchaser pursuant to Article III hereof; and
- (c) Any exceptions approved by Purchaser in writing.
- (d) It is expressly understood and agreed that Seller is retaining title to the following improvements located on the Property, to wit: Gate/Fence improvements.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

- (a) The boundary and survey exceptions shall be deleted.
- (b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

- (c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".
- (4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

- (a) Pay the cash portion of the Purchase Price and Additional Compensation.

Prorations

5.04. General real estate taxes for the then current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

- (1) Owner's Title Policy and survey to be paid for by Purchaser.
- (2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.
- (3) All other closing costs shall be paid by Purchaser.
- (4) Attorney's fees paid by each respectively.

ARTICLE VI BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default,

Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of \$500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

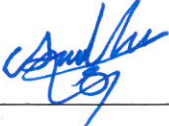
8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after November 1, 2023 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed roadway improvement construction project of Purchaser upon the Property, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

[signature page follows]

SELLER:


ALBERTANO VASTIAN

Date: 20 10 23

Address: 503 W 14

Georgetown

Maria Rosa Vastian

MARIA VASTIAN

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

DEED

County Road 314 Right of Way

THE STATE OF TEXAS

§

COUNTY OF WILLIAMSON

§

§

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **ALBERTANO VASTIAN AND MARIA VASTIAN**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

All of that certain 0.424-acre (18,453) tract of land, out of and situated in the Isaac Bunker Survey, Abstract No. 54, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein **(Parcel 26):**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit (the "Retained Improvements"): None

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances)

presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2023.

[signature page follows]

GRANTOR:

ALBERTANO VASTIAN

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by ALBERTANO VASTIAN in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

MARIA VASTIAN

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF _____

§

This instrument was acknowledged before me on this the ____ day of _____, 2023 by MARIA VASTIAN in the capacity and for the purposes and consideration recited therein.

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

EXHIBIT _____
PROPERTY DESCRIPTION

DESCRIPTION OF A 0.424 ACRE (18,453 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE ISAAC BUNKER SURVEY, ABSTRACT NO. 54, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 10.035 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF A THIRD PARTY OF RECORD TO ALBERTANO AND MARIA VASTIAN, RECORDED IN DOCUMENT NO. 2017019582 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 0.424 ACRE (18,453 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with cap stamped "Quick 6447" found on the existing northerly right-of-way (ROW) of County Road 314 (CR 314) (ROW varies), for the southwest corner of that certain called 2.00 acre tract of land described in a Deed to Rachel Zardiackas and Jim D. Grisham and Kathy L. Grisham record in Document No. 1997047247, said Official Public Records, for the southeast corner of said 10.035 acre tract, (Grid Coordinates determined as N=10,264,935.32, E=3,158,231.09) and for the southeast corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE, S 68°21'32" W**, with the common boundary line of said 10.035 acre tract and said existing northerly ROW line of CR 314, a distance of **325.48 feet**, to a calculated point for the southeast corner of that certain called 10.03 acre tract described in a Deed to Bartolo Chavarria of record in Document No. 2001064935, said Official Public Records, for the southwest corner of said 10.035 acre tract, and for the southwest corner of the herein described parcel, from which point a 1/2 inch iron rod found for the southwest corner of said 10.03 acre tract bears S 68°21'32" W, with the common boundary line of said 10.03 acre tract and said existing northerly ROW line of CR 314, a distance of 321.67 feet;
- 2) **THENCE, N 20°58'58" W**, with the common boundary line of said 10.03 acre tract and said 10.035 acre tract, a distance of **56.71 feet** to a calculated point on the proposed northerly ROW line of Cr 314 being 68.00 feet left of C.R. baseline station 127+92.30, for the northwest corner of the herein described parcel;
- 3) **THENCE, N 68°21'24" E**, over and across said 10.035 acre tract, with the proposed northerly ROW Line of said C.R. 314, a distance of **325.28 feet**, to a calculated point in the common boundary line of said 2.00 acre tract and said 10.035 acre tract and being 68.00 feet left of C.R. baseline station 131+17.58, for the northwest corner of the herein described parcel;

County: Williamson
Parcel: 26, Albertano and Maria Vastian
Highway: County Road 314

03-25-2023
Page 2 of 4

- 4) **THENCE, S 21°10'54" E**, with the common boundary line of said 10.035 acre tract and said 2.00 acre tract, a distance of **56.72 feet** to the **POINT OF BEGINNING**, containing 0.424 acres (18,453 square feet) of land more or less.

This property description is accompanied by a separate parcel plat.

Bearings are based on the Texas Coordinate System of 1983, Central Zone (NAD_83 (2011)). Coordinates shown hereon are grid values represented in U.S. Survey Feet. All distances shown hereon are surface values represented in U.S. Survey Feet based on a surface-to-grid Combined Adjustment Factor of 0.99985232.

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

That I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direct supervision between July 2020 and September 2022.

WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas.

Miguel	A.	Escobar
Date		
Registered Professional Land Surveyor No. 5630		
Licensed State Land Surveyor		
Inland Geodetics		
Firm Registration No: 100591-00		
1504 Chisholm Trail Road, Suite 103		
Round Rock, TX 78681		
Project No: SLAN-001		

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

Inland Geodetics
03/25/2023

EXHIBIT PLAT TO ACCOMPANY DESCRIPTION

ISAAC BUNKER SURVEY
ABSTRACT NO. 54

NO.	DIRECTION	DISTANCE
L1	N20°58'58"W	56.71'
L2	S21°10'54"E	56.72'

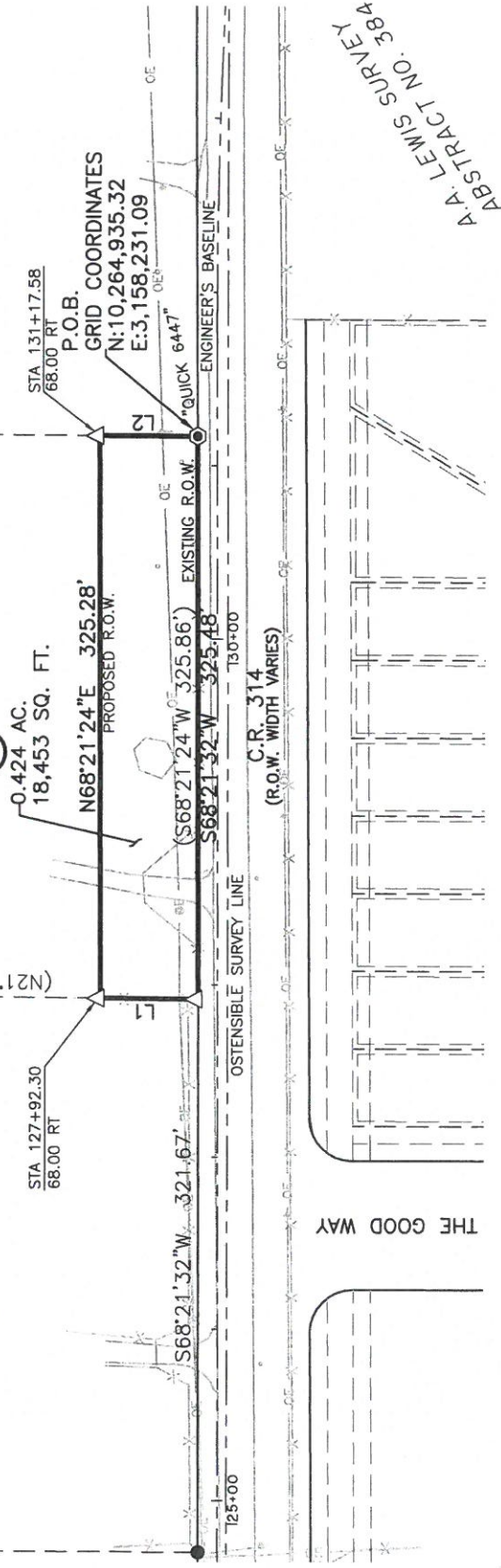


ALBERTANO VASTIAN AND
MARIA VASTIAN
10.035 AC.
DOC. NO. 2017019582
O.P.R.W.C.T.

RACHEL ZARDIACKAS AND
JIM D. GRISHAM AND
KATHY L. GRISHAM
2.00 AC.
DOC. NO. 1997047247
O.R.W.C.T.

BARTOLO CHAVARRIA
10.03 AC.
DOC. NO. 2001064935
O.P.R.W.C.T.

(26)



A.A. LEWIS SURVEY
ABSTRACT NO. 384

PROJECT NO.: SLAN-001

1-2-2023

PARCEL PLAT SHOWING PROPERTY OF

ALBERTANO AND MARY VASTIAN

INLAND GEODETICS
PROFESSIONAL LAND SURVEYORS
1504 CHISHOLM TRAIL RD. STE. 103
ROUND ROCK, TX. 78681
PH. (512) 238-1200, FAX (512) 238-1251
FIRM REGISTRATION NO. 100591-00

PARCEL 26
0.424 AC.
18,453 SQ. FT.

PROJECT
C.R. 314

WILLIAMSON COUNTY

SCALE
1" = 100'

PAGE 3 OF 4

EXHIBIT
PLAT TO ACCOMPANY DESCRIPTION

LEGEND

TXDOT TYPE II MON FOUND	P.R.W.C.T.	PLAT RECORDS
1/2" IRON ROD WITH CAP FOUND	O.P.R.W.C.T.	WILLIAMSON COUNTY, TEXAS OFFICIAL PUBLIC RECORDS
1/2" IRON ROD FOUND	D.R.W.C.T.	WILLIAMSON COUNTY, TEXAS DEED RECORDS
IRON ROD W/ ALUMINUM CAP STAMPED	P.O.B.	WILLIAMSON COUNTY, TEXAS POINT OF BEGINNING
"WILLIAMSON COUNTY" SET	P.O.C.	POINT OF COMMENCING
COTTON GIN SPINDLE FOUND	()	RECORD INFORMATION
CALCULATED POINT		BREAKLINE
PROPERTY LINE		

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (NAD_83 (2011)). COORDINATES SHOWN HEREON ARE GRID VALUES REPRESENTED IN U.S. SURVEY FEET. ALL DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A SURFACE-TO-GRID COMBINED ADJUSTMENT FACTOR OF 0.99985232.
 2. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE ABSTRACT. THERE MAY BE OTHER INSTRUMENTS OF RECORD THAT AFFECT THIS TRACT NOT DEPICTED HEREON.
- I DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION BETWEEN JULY 2020 AND SEPTEMBER 2022.

PRELIMINARY

This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.
Inland Geodetics
03/25/2023

MIGUEL A. ESCOBAR
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5630
LICENSED STATE LAND SURVEYOR
INLAND GEODETICS
FIRM REGISTRATION NO. 100591-00
1504 CHISHOLM TRAIL ROAD, SUITE 103
ROUND ROCK, TEXAS 78681

DATE

PROJECT NO.: SLAN-001

1-2-2023

PARCEL PLAT SHOWING PROPERTY OF

ALBERTANO AND MARY VASTIAN

PARCEL 26
0.424 AC.
18,453 SQ. FT.

PROJECT
C.R. 314

WILLIAMSON COUNTY

PAGE 4 OF 4



SCALE
1" = 100'

Commissioners Court - Regular Session**50.****Meeting Date:** 10/31/2023

Hero Way Possession & Use Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with JNK Properties, LTD for 0.042 AC needed as right of way for the Hero Way project (Parcel 316). Funding Source: Road Bonds P326

Background

Fiscal Impact

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

Attachments

PUA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 10:59 AM

Started On: 10/25/2023 04:40 PM

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 316

§

COUNTY OF WILLIAMSON

§

Project: Hero Way/RM 2243

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **JNK PROPERTIES 1, LTD.** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing the Hero Way/RM 2243 roadway project and related appurtenances, drainage facility/grading and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat maps, or other descriptions attached hereto as "Exhibit "A" respectively and are made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County, which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, Grantor grants, bargains, sells, and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use, the County will tender to Grantor payment in the amount of **NINETEEN THOUSAND FIVE HUNDRED TWENTY-EIGHT and 00/100 DOLLARS (\$19,528.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 13 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulfur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' Award, or court judgment. In the event the amount of the final settlement or judgment for the acquisition of the Property is less than the amount of the Entry Deposit, then Grantor agrees

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

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County or delivered to a title company acting as escrow agent for the transaction (the "Effective Date").
4. Grantor warrants and represents by, through, and under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances identified in the title commitment T-160863 issued July 1, 2022 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.

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

- A. Visible and apparent easements not appearing of record;
 - B. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect as of the Effective Date.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be January 18, 2024. Should the Special Commissioners' Award be greater than the amount paid in paragraph 2 (two), the County shall tender the difference to the registry of the court within 60 (sixty) days.
 6. This Agreement is made with the understanding that the County will continue to proceed with the acquisition of a real property interest in the Property. Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), all

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

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until the entry of judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow Grantor to have the use at this time of 100% of the Entry Deposit. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.
10. Notwithstanding the acquisition of the right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' Award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
12. It is agreed the County will record this document.
13. Other conditions: Upon receipt of a request from Grantor to file a petition in the lawsuit, Grantee agrees that it shall file a petition within thirty (30) days of having received said notice. In the case of a special commissioners' hearing setting, upon receipt of notice from Grantor to set a special commissioners hearing, Grantee shall work with Grantor on a hearing setting which shall be within ninety (90) days of the date on which Grantee received notice from Grantor unless the parties agree otherwise.
14. By its authorized signature below the following Tenants which have a leasehold interest in the Property hereby consent in all things to Grantee taking exclusive possession of the Property

pursuant to the terms of this Agreement, and to Grantor receiving the consideration recited herein:

Tenants: none

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

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

[signature pages follow]

GRANTOR:

JNK PROPERTIES 1, LTD.

By: Vivek Mahendru

Name: Vivek Mahendru

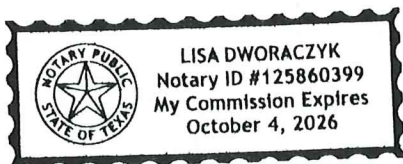
Its: President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 19th day of October, 2023 by JNK Properties 1, Ltd. in the capacity and for the purposes and consideration recited herein.



L. Dworczyk
Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the ____ day of _____, 2023
by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the
purposes and consideration recited herein.

Notary Public, State of Texas

TENANT:

Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2023
by _____, in the capacity and for the purposes and
consideration recited herein.

Notary Public, State of Texas

County: Williamson
Parcel: 316
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 316

METES & BOUNDS DESCRIPTION FOR A 0.042 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 12.819 ACRE TRACT OF LAND DESCRIBED AS TRACT 9 AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 12.819 ACRE TRACT OF LAND BEING DESCRIBED IN DOCUMENT NUMBER 2004099911 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.042 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract, and at the northeast corner of a called 10.96 acre tract of land as conveyed to Bobby Golden and wife, Christine Golden by Warranty Deed with Vendor's Lien recorded in Volume 2018, Page 708 of the Official Records of Williamson County, Texas, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northwest corner of said Golden Tract, and at the northeast corner of a called 10.60 acre tract of land as conveyed to Majestic Oak RV Resort, LLC by General Warranty Deed with Vendor's Lien recorded in Document Number 2021019907 of the Official Public Records of Williamson County, Texas, bears S 68°58'18" W a distance of 341.15 feet; Thence, with the south right-of-way line of said Hero Way and the north line of said JNK Tract, N 68°56'23" E a distance of 95.99 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,186,976.84, E: 3,083,683.27) set for the west corner and **POINT OF BEGINNING** of the herein described tract, 224.78 feet right of FM 2243 baseline station 123+76.14;


THENCE, continuing with the south right-of-way line of said Hero Way and the north line of said JNK Tract, N 68°56'23" E a distance of 304.03 feet to a calculated point at the northeast corner of said JNK Tract, and at the northwest corner of a called 9.1064 acre tract of land as conveyed to Mauck Properties, LLC by General Warranty Deed recorded in Document Number 2019000260 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found at the northeast corner of said Mauck Tract, and at the northwest corner of Lot 1, Block "A" of LIBERTY HEIGHTS, a subdivision as recorded in Document Number 2020092083 of the Official Public Records of Williamson County, Texas, bears N 68°56'23" E a distance of 30.00 feet;

THENCE, departing the south right-of-way line of said Hero Way, with the east line of said JNK Tract and the west line of said Mauck Tract, S 21°01'25" E a distance of 14.34 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the beginning of a non-tangent curve to the left, for the southeast corner of the herein described tract, 206.67 feet right of FM 2243 baseline station 126+83.39, from which a 1/2-inch iron rod found at the southeast corner of said JNK Tract and at the southwest corner of said Mauck Tract, bears S 21°01'25" E a distance of 1,385.06 feet;

THENCE, over and across said JNK Tract, along said curve to the left, an arc distance of 304.38 feet, having a radius of 6,503.00 feet, a central angle of 02°40'55" and a chord which bears S 71°38'24" W a distance of 304.36 feet to the **POINT OF BEGINNING** and containing 0.042 acre (1,818 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203.
All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



Jonathan O. Nobles RPLS Number 5777

BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502



07/25/2022

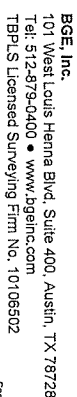
Date

Client:	Williamson County
Date:	May 16, 2022
Revised:	July 25, 2022
Project Number:	7473-00



1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203 NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METERS AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-160863, DATED EFFECTIVE JUNE 23, 2022 AND ISSUED ON JULY 1, 2022.

REVISED 07/25/2022: UPDATED TITLE COMMITMENT



PARCEL PLAT
SHOWING PARCEL 316
0.042 ACRE

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	05/16/2022	3 of 4

LEGEND

B.	BOLLARD
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
DOC.	DOCUMENT
E.C.R.	ELECTRIC CONDUIT RISER
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
G.P.	GATE POST
G.R.	GUARD RAIL
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
P.G.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
RCP	REINFORCED CONCRETE PIPE
R.P.	REFLECTOR POST
R.O.W.	RIGHT-OF-WAY
S.V.	SPRINKLER VALVE
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.T.B.	UNDERGROUND TELEPHONE BOX
VOL.	VOLUME
V.P.	VERTICAL PIPE
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO FOR DOC. NO. 2004099911 O.P.R.W.C.
[]	RECORD INFO FOR DOC. NO. 2019000260 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
Δ	CALCULATED POINT
x	WIRE FENCE
-DIT-	OVERHEAD TELEPHONE
-DHP-	OVERHEAD POWER
///	EDGE OF ASPHALT
[10.1]	SCHEDULE B ITEM

RESTRICTIVE COVENANT AND EASEMENT NOTES:

- AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 624, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT AS SHOWN HEREON.
- ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN CITY OF LEANDER ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 68°56'23" E	95.99'
L2	N 68°56'23" E	304.03'
L3	N 68°56'23" E	30.00'
L4	S 21°01'25" E	14.34'

LINE TABLE		
NUMBER	BEARING	DISTANCE
[L3]	[N 71°56'35" E]	[29.99']

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C2	304.38'	6,503.00'	2°40'55"	S 71°38'24" W	304.36'

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



07/25/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 07/25/2022: UPDATED TITLE COMMITMENT

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT
SHOWING PARCEL 316

0.042 ACRE
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'
Job No.: 7473-00
Date: 05/16/2022
Page: 4 of 4

Commissioners Court - Regular Session**51.****Meeting Date:** 10/31/2023

Hero Way Possession & Use Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with JNK Properties, LTD for 2.820 AC needed as right of way for the Hero Way project (Parcel 321). Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PUA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 11:00 AM

Started On: 10/25/2023 04:43 PM

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

§

Parcel No.: 321

COUNTY OF WILLIAMSON

§

Project: Hero Way/RM 2243

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **JNK PROPERTIES 1, LTD.** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing the Hero Way/RM 2243 roadway project and related appurtenances, drainage facility/grading and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat maps, or other descriptions attached hereto as "Exhibit "A" respectively and are made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County, which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, Grantor grants, bargains, sells, and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use, the County will tender to Grantor payment in the amount of **ONE MILLION TWO HUNDRED TWENTY THOUSAND SEVEN HUNDRED FORTY and 00/100 DOLLARS (\$1,220,740.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 13 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulfur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' Award, or court judgment. In the event the amount of the final settlement or judgment for the acquisition of the Property is less than the amount of the

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

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County or delivered to a title company acting as escrow agent for the transaction (the "Effective Date").
4. Grantor warrants and represents by, through, and under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances identified in the title commitment T-157573 issued October 12, 2022 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.

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

- A. Visible and apparent easements not appearing of record;
 - B. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect as of the Effective Date.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be January 18, 2024. Should the Special Commissioners' Award be greater than the amount paid in paragraph 2 (two), the County shall tender the difference to the registry of the court within 60 (sixty) days.
 6. This Agreement is made with the understanding that the County will continue to proceed with the acquisition of a real property interest in the Property. Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of

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

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until the entry of judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow Grantor to have the use at this time of 100% of the Entry Deposit. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.
10. Notwithstanding the acquisition of the right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' Award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
12. It is agreed the County will record this document.
13. Other conditions: Upon receipt of a request from Grantor to file a petition in the lawsuit, Grantee agrees that it shall file a petition withing thirty (30) days of having received said notice. In the case of a special commissioners' hearing setting, upon receipt of notice from Grantor to set a special commissioners hearing, Grantee shall work with Grantor on a hearing setting which shall be within ninety (90) days of the date on which Grantee received notice from Grantor unless the parties agree otherwise.

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

Tenants: None

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

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

[signature pages follow]

GRANTOR:

JNK PROPERTIES 1, LTD.

By: 

Name: Vivek Mahendru

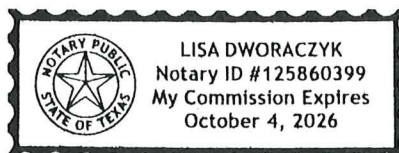
Its: President

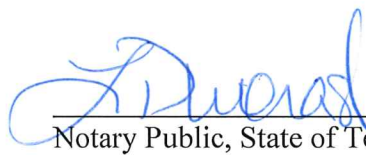
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 19th day of October, 2023 by JNK Properties 1, Ltd. in the capacity and for the purposes and consideration recited herein.




Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2023
by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the
purposes and consideration recited herein.

Notary Public, State of Texas

TENANT:

Name: _____

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the ____ day of _____, 2023
by _____, in the capacity and for the purposes and
consideration recited herein.

Notary Public, State of Texas

County: Williamson
Parcel: 321
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 321

METES & BOUNDS DESCRIPTION FOR A 2.820 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 19.9973 ACRE TRACT OF LAND DESCRIBED AS TRACT 6 AND A PORTION OF A CALLED 19.95 ACRE TRACT OF LAND DESCRIBED AS TRACT 7, BOTH AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID TRACT 6 BEING DESCRIBED IN DOCUMENT NUMBER 2004073246 AND SAID TRACT 7 BEING DESCRIBED IN DOCUMENT NUMBER 2004073628, BOTH OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 2.820 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 3/4-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract 6, and at the northeast corner of a called 4.95 acre tract of land as conveyed to Jerry Wayne Droptini and Jan Droptini by Warranty Deed with Vendor's Lien recorded in Volume 1919, Page 373 of the Official Records of Williamson County, Texas, for the northwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 3/8-inch iron rod found at the northwest corner of said Droptini Tract, bears S 68°59'05" W a distance of 239.86 feet;

THENCE, with the south right-of-way line of said Hero Way and the north line of said JNK Tract 6, N 51°21'07" E a distance of 49.92 feet to a 3/4-inch iron rod found for an angle point;

THENCE, continuing with the south right-of-way line of said Hero Way and the north line of said JNK Tract 6, N 68°38'27" E a distance of 359.28 feet to a 1/2-inch iron rod found at the northeast corner of said JNK Tract 6 and the northwest corner of the above described JNK Tract 7, for an angle point;

THENCE, continuing with the south right-of-way line of said Hero Way and the north line of said JNK Tract 7, N 68°44'21" E a distance of 412.71 feet to a 3/8-inch iron rod found at the northeast corner of said JNK Tract 7 and the northwest corner of a called 27.868 acre tract of land as conveyed to Heroway Crossing LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2020158793 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found at the northeast corner of said Heroway Crossing Tract, bears N 68°37'36" E a distance of 576.26 feet;

THENCE, with the east line of said JNK Tract 7 and the west line of said Heroway Crossing Tract, S 21°10'49" E a distance of 191.29 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,448.94, E: 3,085,391.31) set for the southeast corner of the herein described tract, 201.00 feet right of FM 2243 baseline station 141+51.78, from which a 1/2-inch iron rod with cap stamped "Watson" found at the southeast corner of said JNK Tract 7 and the southwest corner of said Heroway Crossing Tract bears S 21°10'49" E a distance of 1,913.96 feet;

THENCE, over and across said JNK Tract 7, S 75°22'22" W a distance of 209.47 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 201.00 feet right of FM 2243 baseline station 139+42.31;

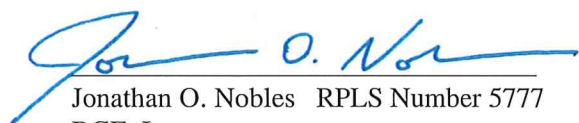
THENCE, continuing over and across said JNK Tract 7 and said JNK Tract 6, S 73°03'05" W a distance of 296.24 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set for an angle point, 213.00 feet right of FM 2243 baseline station 136+46.32;

THENCE, continuing over and across said JNK Tract 6, S 75°22'22" W a distance of 318.79 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set on the west line of said JNK Tract 6 and the east line of said Droptini Tract, for the southwest corner of the herein described tract, 213.00 feet right of FM 2243 baseline station 133+27.53, from which a 1/2-inch iron rod found leaning on the west line of said JNK Tract 6, at the southeast corner of said Droptini Tract bears S 20°46'53" E a distance of 810.10 feet;

THENCE, with the west line of said JNK Tract 6 and the east line of said Droptini Tract, N 20°46'53" W a distance of 92.46 feet to the **POINT OF BEGINNING** and containing 2.820 acre (122,859 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



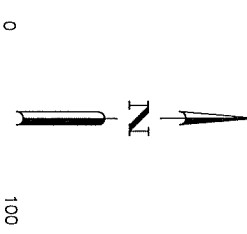
Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502



05/20/2022

Date


Client: Williamson County
Date: May 20, 2022
Project Number: 7473-00



- GENERAL NOTES:
1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
 2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
 3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-157573, DATED EFFECTIVE DECEMBER 14, 2021 AND ISSUED ON DECEMBER 23, 2021.

(C) 1978
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L.L.

JNK PROPERTIES 1, LTD.
CALLED 19.95 ACRES
(TRACT 7)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004073628 O.P.R.W.C.



BGE, Inc.
 101 West Louis Herma Blvd, Suite 400, Austin, TX 78728
 Tel: 512-879-0400 • www.bgeinc.com
 TBPLS Licensed Surveying Firm No. 10106502

PARCEL PLAT

SHOWING PARCEL 321

2.820 ACRES

FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1" = 100'	7473-00	05/20/2022	3 of 4

LEGEND

B.F.	BOARD FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
SAN.	SANITARY
TRANS.	TRANSFORMER
TEL.	TELEPHONE
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO FOR VOL. 1919, PG. 373 O.R.W.C.
[]	RECORD INFO FOR DOC. NO. 2004073628 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2004073246 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2020158793 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
● "SAM"	FOUND 5/8" IRON ROD W/CAP "SAM INC"
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
Δ	CALCULATED POINT
—x—	WIRE FENCE
—o—	CHAIN LINK FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 653, PAGE 611, VOLUME 763, PAGE 360 AND VOLUME 782, PAGE 891, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.2 A CHANNEL EASEMENT GRANTED TO STATE OF TEXAS AS DESCRIBED IN VOLUME 409, PAGE 383 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.3 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 655 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.
- 10.4 NOTICE REGARDING ORDINANCE NO. 18-026-00 RECORDED IN DOCUMENT NO. 2018041030 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 51°21'07" E	49.92'
L2	N 20°46'53" W	92.46'
L3	S 68°59'05" W	239.86'
L4	N 68°37'36" E	576.26'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
{L1}	{N 53°53'12" E}	{50.46'}
(L3)	(S 71°37' W)	(240.00')
<L4>	<N 70°40'08" E>	<576.23'>

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



05/20/2022

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

BGE
BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 101065602

PARCEL PLAT
SHOWING PARCEL 321
2.820 ACRES
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale: 1"=100'
Job No.: 7473-00
Date: 05/20/2022
Page: 4 of 4

Commissioners Court - Regular Session**52.****Meeting Date:** 10/31/2023

Hero Way Possession & Use Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with JNK Properties, LTD for 3.715 AC needed as right of way for the Hero Way project (Parcel 330). Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PUA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 11:00 AM

Started On: 10/25/2023 04:44 PM

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

§

Parcel No.: 330

COUNTY OF WILLIAMSON

§

Project: Hero Way/RM 2243

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **JNK PROPERTIES 1, LTD.** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing the Hero Way/RM 2243 roadway project and related appurtenances, drainage facility/grading and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat maps, or other descriptions attached hereto as "Exhibit "A" respectively and are made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County, which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, Grantor grants, bargains, sells, and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use, the County will tender to Grantor payment in the amount of **ONE MILLION SIX HUNDRED ELEVEN THOUSAND FIVE HUNDRED TWENTY-NINE and 00/100 DOLLARS (\$1,611,529.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 13 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulfur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' Award, or court judgment. In the event the amount of the final settlement or judgment for the acquisition of the Property is less than the

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

3. The effective date of this Agreement will be the date on which payment of the Entry Deposit pursuant to Paragraph 2 above was tendered in full to the Grantor by the County or delivered to a title company acting as escrow agent for the transaction (the "Effective Date").
4. Grantor warrants and represents by, through, and under Grantor but not otherwise, that the title to the Property is free and clear of all liens and encumbrances identified in the title commitment T-160868 issued March 31, 2022 by Texas National Title (and any subsequent updates prior to the Effective Date), and that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the County from all unreleased or undisclosed liens, claims, or encumbrances affecting the Property.

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

- A. Visible and apparent easements not appearing of record;
 - B. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show; and,
 - C. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the Property, but only to the extent that said items are still valid and in force and effect as of the Effective Date.
5. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the County in the Property, for negotiation or eminent domain proceeding purposes, will be January 18, 2024. Should the Special Commissioners' Award be greater than the amount paid in paragraph 2 (two), the County shall tender the difference to the registry of the court within 60 (sixty) days.
 6. This Agreement is made with the understanding that the County will continue to proceed with the acquisition of a real property interest in the Property. Grantor reserves all rights of compensation for the title and other interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the County, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of

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

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until the entry of judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow Grantor to have the use at this time of 100% of the Entry Deposit. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.
10. Notwithstanding the acquisition of the right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' Award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
11. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
12. It is agreed the County will record this document.
13. Other conditions: Upon receipt of a request from Grantor to file a petition in the lawsuit, Grantee agrees that it shall file a petition within thirty (30) days of having received said notice. In the case of a special commissioners' hearing setting, upon receipt of notice from Grantor to set a special commissioners hearing, Grantee shall work with Grantor on a hearing setting which shall be within ninety (90) days of the date on which Grantee received notice from Grantor unless the parties agree otherwise.

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

Tenants: none

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

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

[signature pages follow]

GRANTOR:

JNK PROPERTIES 1, LTD.

By: Vinik Mahendra

Name: Vinik Mahendra

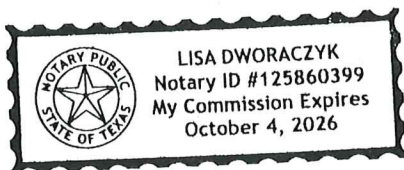
Its: President

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 19th day of October, 2023 by JNK Properties 1, Ltd. in the capacity and for the purposes and consideration recited herein.



Lisa Dworczyk
Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

**STATE OF TEXAS
COUNTY OF WILLIAMSON**

This instrument was acknowledged before me on this the ____ day of _____, 2023
by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the
purposes and consideration recited herein.

Notary Public, State of Texas

TENANT:

Name: _____

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2023
by _____, in the capacity and for the purposes and
consideration recited herein.

Notary Public, State of Texas

County: Williamson
Parcel: 330
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 330

METES & BOUNDS DESCRIPTION FOR A 3.715 ACRE TRACT OF LAND OUT OF THE ELIJAH D. HARMON SURVEY, ABSTRACT NO. 6, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 26.931 ACRE TRACT OF LAND DESCRIBED AS TRACT 5 AS CONVEYED TO JNK PROPERTIES 1, LTD. BY CONTRIBUTION DEED RECORDED IN DOCUMENT NUMBER 2021182868 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING DESCRIBED IN DOCUMENT NUMBER 2004065021 OF THE OFFICIAL PUBLIC RECORD OF WILLIAMSON COUNTY, TEXAS; SAID 3.715 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the south right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of record found), at the northwest corner of the above described JNK Tract 5, and at the northeast corner of a called 27.868 acre tract of land as conveyed to Heroway Crossing LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2020158793 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, from which a 3/8-inch iron rod found on the south right-of-way line of said Hero Way, at the northwest corner of said Heroway Tract, and at the northeast corner of a called 19.95 acre tract of land described as Tract 7 to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and being described in Document Number 2004073628 of the Official Public Records of Williamson County, Texas, bears S 68°37'36" W a distance of 576.26 feet;

THENCE, with the south right-of-way line of said Hero Way and the north line of said JNK Tract 5, N 69°02'16" E a distance of 557.23 feet to a calculated point at the northeast corner of said JNK Tract 5, and at the northwest corner of a called 4.377 acre tract described as Tract 2 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, from which a 1/2-inch iron rod found on the south right-of-way line of said Hero Way, at the northeast corner of said Park Tract, and at the northwest corner of a called 34.834 acre tract of land described as Tract 1 as conveyed to JNK Properties 1, LTD. by Contribution Deed recorded in Document Number 2021182868 of the Official Public Records of Williamson County, Texas, and described in Document Number 2004028572 of the Official Public Records of Williamson County, Texas, bears N 69°02'16" E a distance of 546.53 feet;

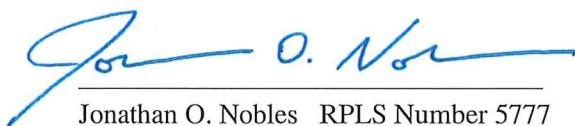
THENCE, departing the south right-of-way line of said Hero Way, with the east line of said JNK Tract 5 and the west line of said Park Tract 2, S 21°12'14" E a distance of 321.33 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,187,737.06, E: 3,086,495.27) set at the southwest corner of said Park Tract 2 and at the northwest corner of a called 1.988 acre tract of land described as Tract 1 as conveyed to The Park at Cypress Creek, LLC by Warranty Deed with Vendor's Lien recorded in Document Number 2021145415 of the Official Public Records of Williamson County, Texas, for the southeast corner of the herein described tract, 201.03 feet right of FM 2243 baseline station 152+92.43, from which a 1/2-inch iron rod found at the southeast corner of said JNK Tract 5, bears S 21°12'14" E a distance of 1,783.94 feet;

THENCE, over and across said JNK Tract 5, S 75°22'22" W a distance of 560.94 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" on the west line of said JNK Tract 5 and the east line of said Heroway Tract, for the southwest corner of the herein described tract, 201.00 feet right of FM 2243 baseline station 147+31.92, from which a 1/2-inch iron rod found at the southwest corner of said JNK Tract 5 and the southeast corner of said Heroway Tract, bears S 21°12'00" E a distance of 1,846.49 feet;

THENCE, with the west line of said JNK Tract 5 and the east line of said Heroway Tract, N 21°12'00" W a distance of 259.44 feet to the **POINT OF BEGINNING** and containing 3.715 acres of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on October 12, 2021 and are true and correct to the best of my knowledge. A sketch accompanies this description.



Jonathan O. Nobles RPLS Number 5777
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106502



08/16/2022

Date

Client: Williamson County
Date: August 16, 2022
Project Number: 7473-00

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CHARLES HOSKINS AND -
PATRICIA HOSKINS,
HUSBAND AND WIFE
REMAINDER OF A CALLED
13.371 ACRES
DOC. NO. 2002036263

DATE _____
GRAVEL DRIVE _____
P.O. _____

DR. FENNER, DR. OLSON, (1/2)
 CHARITY M. OLSON,
 AND HATTIE E. ACRES
 AND SOLAR AND CHARITY M. OLSON,
 AROUND OLSON
 BRYAN OLSON
 CALLED 13.320 O.B.R.N.C.
 NO. 2001071867 & 1/1 C.M. EXIST
 "EL" Fed. & "C.M. EXIST
 "C.M. EXIST
 "C.M. EXIST

EXISTING R.O.W. #0399
EXISTING R.O.W. #0399
546.53' ALB BOX

CHARLES TODD HOSKINS
AND WIFE, TERRY HOSKINS
CALLED 6.481 ACRES
DOC. NO. 200400861
Q.P.R.W.C.

O.P.R.W.C.
METAL TRANSFER
DHP

CR 269)

AT CYPRESS CREEK, LLC

HERO WAY (F/K)
R.O.W.C. R.O.W. VARI

557.25' APPROX

CA
DOC. NO.
PC:
W/LAW

10.3
15' PUE.

P.P. SURVEY

ALBOXES #3304
VOL. 1899, PG. 588

LLED 4.377 ACRES
 (TRACT 2)
 . 2021145415 O.P.R.W.C.
 152+70.05
 P

PARCEL 330 3.715 ACRES

161,814 SQUARE FEET

A PORTION OF
A CALLED 26.931 ACRES (TRACT 5)
JNK PROPERTIES 1, LTD.
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004065021 O.P.R.W.C.

HEROWAY CROSSING LLC
CALLED 27.868 ACRES
DOC. NO. 2020158793 O.P.R.W.C.

44
2,105.
2,105.

11

1

5 75.22'22"


100

RECEIVED

415

5

JNK PROPERTIES 1, LTD.
CALLED 26.931 ACRES
(TRACT 5)
DOC. NO. 2021182868 O.P.R.W.C.
AS DESCRIBED IN
DOC. NO. 2004065021 O.P.R.W.C.



BGE, Inc.
101 West Louis Henn
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TBPLS Licensed Sun

a Blvd, Suite 400, Austin, TX 78774
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 Filing Firm No. 10106502

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PARCEL PLAT

SHOWING PARCEL 330

3.715 ACRES

FM 2243

WILLIAMSON COUNTY, TEXAS

LEGEND

B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.P.	FENCE POST
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
Pg.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.U.E.	PUBLIC UTILITY EASEMENT
R.O.W.	RIGHT-OF-WAY
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
()	RECORD INFO FOR DOC. NO. 2004065021 O.P.R.W.C.
[]	RECORD INFO FOR DOC. NO. 2020158793 O.P.R.W.C.
{ }	RECORD INFO FOR DOC. NO. 2021145415 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
x	WIRE FENCE
—○—	METAL FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT
[10.2]	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S 21°12'14" E	1,783.94'
L2	S 21°12'00" E	1,846.49'
L3	N 43°32'37" W	44.78'



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PARCEL PLAT
SHOWING PARCEL 330
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FM 2243
WILLIAMSON COUNTY, TEXAS

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-160868, DATED EFFECTIVE MARCH 22, 2022 AND ISSUED ON MARCH 31, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 621, PAGE 17, DEED RECORDS, WILLAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.1 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 799, PAGE 631 OF THE DEED RECORDS OF WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.2 A PUBLIC UTILITY EASEMENT GRANTED TO CITY OF LEANDER, TEXAS AS DESCRIBED IN VOLUME 1899, PAGE 588 OF THE OFFICIAL RECORDS OF WILLAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2013051965 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.
- 10.4 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN CITY OF LEANDER ORDINANCE NO. 18-026-00 OF RECORD IN DOCUMENT NO. 2018041030 OF THE OFFICIAL PUBLIC RECORDS OF WILLAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

08/16/2022

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PARCEL PLAT
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WILLAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/16/2022	5 of 5

Commissioners Court - Regular Session**53.****Meeting Date:** 10/31/2023

Hero Way Possession & Use Agreement

Submitted For: Charlie Crossfield**Submitted By:** Charlie Crossfield, Road Bond**Department:** Road Bond**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on a possession and use agreement for transportation purposes with Jack Scott Bradley, Amy L. Bradley n.k.a Amy Louise Holmes and Brian Gregory Holmes for 0.180 AC needed as right of way and 0.118 AC needed as an electric easement for the Hero Way project (Parcel 334).
Funding Source: Road Bonds P326

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PUA

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 11:01 AM

Started On: 10/25/2023 04:45 PM

POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES

STATE OF TEXAS

§

Parcel No.: 334/334E

§

COUNTY OF WILLIAMSON

§

Project: Hero Way/RM 2243

This Possession and Use Agreement For Transportation Purposes (the "Agreement") between **WILLIAMSON COUNTY, TEXAS** (the "County"), and **JACK SCOTT BRADLEY, AMY L. BRADLEY N/K/A AMY LOUISE HOLMES, AND BRIAN GREGORY HOLMES** (the "Grantor" whether one or more), grants to the County, their contractors, agents and all others deemed necessary by the County, an irrevocable right to possession and use of the Grantor's property for the purpose of constructing the Hero Way/RM 2243 roadway project and related appurtenances, drainage facility/grading and utility relocations (the "Roadway Construction Project"). The property subject to this Agreement is described more fully in field notes, plat maps, or other descriptions attached hereto as Exhibits "A" and "B" and are made a part of this Agreement by reference (the "Property").

1. For the consideration paid by the County which is set forth in Paragraph 2 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells, and conveys to the County the right of entry and possession and use of the Property for the purpose of constructing a roadway, utility adjustments and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Roadway Construction Project. This Possession and Use Agreement will extend to the County, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the County in the future, and all others deemed necessary by the County for the purpose of the Roadway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation, and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use, the County will tender to the Grantor payment in the amount of **NINETY-SEVEN THOUSAND ONE HUNDRED FOURTEEN and no/100 DOLLARS (\$97,114.00)** (the "Entry Deposit"). The County will be entitled to take possession and use of the Property upon tender of payment as set forth in paragraph 3 herein, subject to the conditions in paragraph 13 below, if any. The parties agree that the Entry Deposit tendered represents 100% payment of the County's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the County's determination of the just compensation owed to the Grantor for the real property interest to be acquired by the County in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas, and sulfur. The parties agree that the Entry Deposit tendered to Grantor will be deducted from any final settlement amount, Special Commissioners' award, or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than

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

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

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

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

the Property in determining compensation due to the Grantor in the eminent domain proceedings, except as such removal or construction of improvements may impact or damage the Remainder. No beneficial project influence will impact the appraised value of the Property to be acquired. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.

7. In the event the County institutes or has instituted eminent domain proceedings, the County will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the County until the entry of judgment.
8. The purpose of this Agreement is to allow the County to proceed with its Roadway Construction Project without delay and to allow the Grantor to have the use at this time of 100% of the Entry Deposit. The Grantor expressly acknowledges that the proposed Roadway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Roadway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.
9. The undersigned Grantor agrees to pay as they become due, all unpaid ad valorem property taxes and special assessments assessed against Property as of the Effective Date.
10. Notwithstanding the acquisition of the right of possession to the Property by the County in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the County acquires title to the Property either by negotiation, settlement, or final court judgment.
11. There shall be no drinking liquor, hunting, or fishing on the Property or any of Grantor's lands by the County, its officers, agents, employees, contractors, invitees, guests, or representatives at any time. No firearms or fishing equipment shall be taken on the property by the County, its officers, agents, employees, contractors, invitees, guests or representatives at any time. The County, its contractors, and any and all persons entering the Property under this Agreement shall not perform disorderly conduct and a portable sanitary facility shall be made available for the County's contractors and any and all persons entering the Property under this agreement.
12. The County shall have the right to remove any fence that now crosses the Property. Prior to cutting any fence, however, the County shall give timely notice to the Grantor to brace the existing fence to be cut adequately on both sides of the proposed cut by suitable H-braces to prevent the remainder of the fence from sagging. If applicable, the County shall take reasonable steps to ensure that cattle, horses and/or other livestock cannot stray from the fenced pastures, including but not limited to informing Grantor of any fence removal and allowing for reasonable time to relocate said livestock. The County and its designated contractors,

employees, and invitees agree to keep any and all gates and fences closed and locked at all times except when passing through same.

13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest, and assigns of the parties.

14. It is agreed the County will record this document.

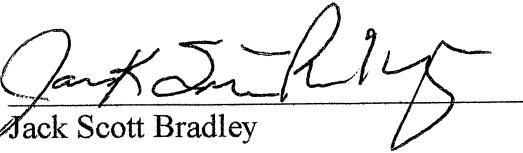
15. Other conditions: Should the Special Commissioners' Award (if any) be greater than the Entry Deposit paid pursuant to paragraph 2 herein, the County shall tender the difference to the registry of the court within sixty (60) days of the date that the Special Commissioners' Award is entered.

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

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

[signature pages follow]

GRANTOR:

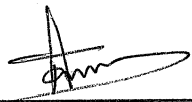

Jack Scott Bradley

ACKNOWLEDGMENT

STATE OF TEXAS

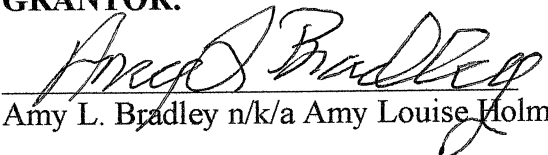
COUNTY OF WILLIAMSON

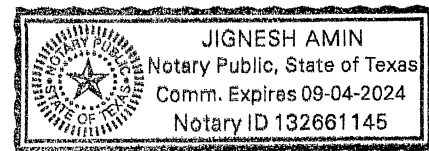
This instrument was acknowledged before me on this the 12th day of OCTOBER, 2023, by Jack Scott Bradley, in the capacity and for the purposes and consideration recited herein.



Notary Public, State of Texas

GRANTOR:


Amy L. Bradley n/k/a Amy Louise Holmes




ACKNOWLEDGMENT

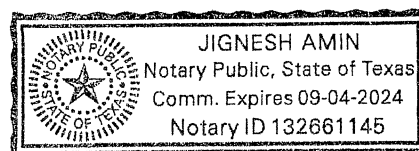
STATE OF TEXAS

COUNTY OF WILLIAMSON

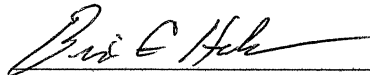
This instrument was acknowledged before me on this the 12th day of OCTOBER, 2023, by Amy L. Bradley n/k/a Amy Louise Holmes, in the capacity and for the purposes and consideration recited herein.



Notary Public, State of Texas



GRANTOR:



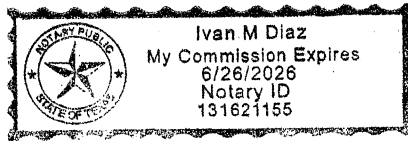
Brian Gregory Holmes

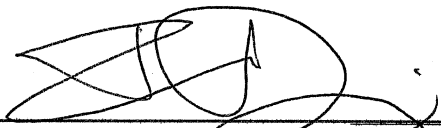
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Williamson

This instrument was acknowledged before me on this the 13th day of October, 2023, by Brian Gregory Holmes, in the capacity and for the purposes and consideration recited herein.





Notary Public, State of Texas

COUNTY:

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr.
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF WILLIAMSON

This instrument was acknowledged before me on this the ____ day of _____, 2023, by Bill Gravell, Jr., County Judge of Williamson County, Texas, in the capacity and for the purposes and consideration recited herein.

Notary Public, State of Texas

EXHIBIT A

County: Williamson
Parcel: 334
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 334

METES & BOUNDS DESCRIPTION FOR A 0.180 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 13.320 ACRE TRACT OF LAND AS CONVEYED TO JACK SCOTT BRADLEY, AMY L. BRADLEY AND BRIAN GREGORY HOLMES BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2000068029 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.180 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of reference found), at the southwest corner of the above described Bradley and Holmes Tract, and the southeast corner of a called 13.320 acre tract of land as conveyed to Brian Olson and Charity M. Olson (1/2 interest) and Gregory Olson and Hattie E. Olson (1/2 interest) by Warranty Deed with Vendor's Lien recorded in Document Number 2001071867 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, from which a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of said Hero Way, at the southwest corner of said Olson Tract, and the southeast corner of the remainder of a called 13.371 acre tract of land as conveyed to Charles Hoskins and Patricia Hoskins by Warranty Deed with Vendor's Lien recorded in Document Number 2002036263 of the Official Public Records of Williamson County, Texas, bears S 68°52'28" W a distance of 456.22 feet;

THENCE, with the west line of said Bradley and Holmes Tract and the east line of said Olson Tract, N 22°13'25" W a distance of 24.76 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,221.60, E: 3,086,669.90) set at the beginning of a non-tangent curve to the left, for the northwest corner of the herein described tract, 218.89 feet left of FM 2243 baseline station 155+91.10, from which a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found at the northwest corner of said Bradley and Holmes Tract and the northeast corner of said Olson Tract, bears N 22°13'25" W a distance of 1,262.81 feet;

THENCE, over and across said Bradley and Holmes Tract, along said curve to the left, an arc distance of 407.76 feet, having a radius of 11,053.00 feet, a central angle of 02°06'49" and a chord which bears N 70°28'42" E a distance of 407.73 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for a point of tangency, 232.76 feet left of FM 2243 baseline station 160+07.76;

THENCE, continuing over and across said Bradley and Holmes Tract, N 69°25'18" E a distance of 30.65 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an interior corner of the herein described tract, 233.71 feet left of FM 2243 baseline station 160+39.11;

THENCE, over and across said Bradley and Holmes Tract, along said curve to the left, an arc distance of 158.92 feet, having a radius of 10,953.00 feet, a central angle of $00^{\circ}49'53''$ and a chord which bears $N 71^{\circ}09'14'' E$ a distance of 158.92 feet to a 1/2-inch iron rod with a cap stamped "BGE Inc" set for the northeast corner of the herein described tract, 324.23 feet left of FM 2243 baseline station 157+44.57;

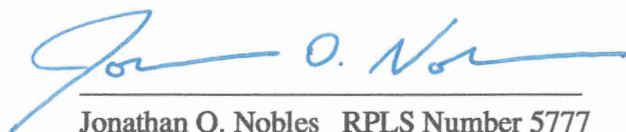
THENCE, continuing over and across said Bradley and Holmes Tract, $S 20^{\circ}34'42'' E$ a distance of 47.58 feet to a 1/2-inch iron rod with a cap stamped "BGE Inc" set on the north line of said electric easement, for the southeast corner of the herein described tract, 276.73 feet left of FM 2243 baseline station 157+47.39, from which a 5/8-inch iron rod with cap stamped "SAM INC" found on the north right-of-way line of said Hero Way, at the most easterly corner of said electric easement, bears $N 84^{\circ}51'46'' E$ a distance of 256.47 feet;

THENCE, with the north line of said electric easement, continuing over and across said Bradley and Holmes Tract, $S 84^{\circ}51'46'' W$ a distance of 89.63 feet to a 1/2-inch iron rod found for an angle point;

THENCE, with the north line of said electric easement, continuing over and across said Bradley and Holmes Tract, $S 69^{\circ}03'38'' W$ a distance of 71.62 feet to the **POINT OF BEGINNING** and containing 0.118 acres (5,154 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.



Jonathan O. Nobles RPLS Number 5777
BGE, Inc.

101 West Louis Henna Blvd., Suite 400
Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502

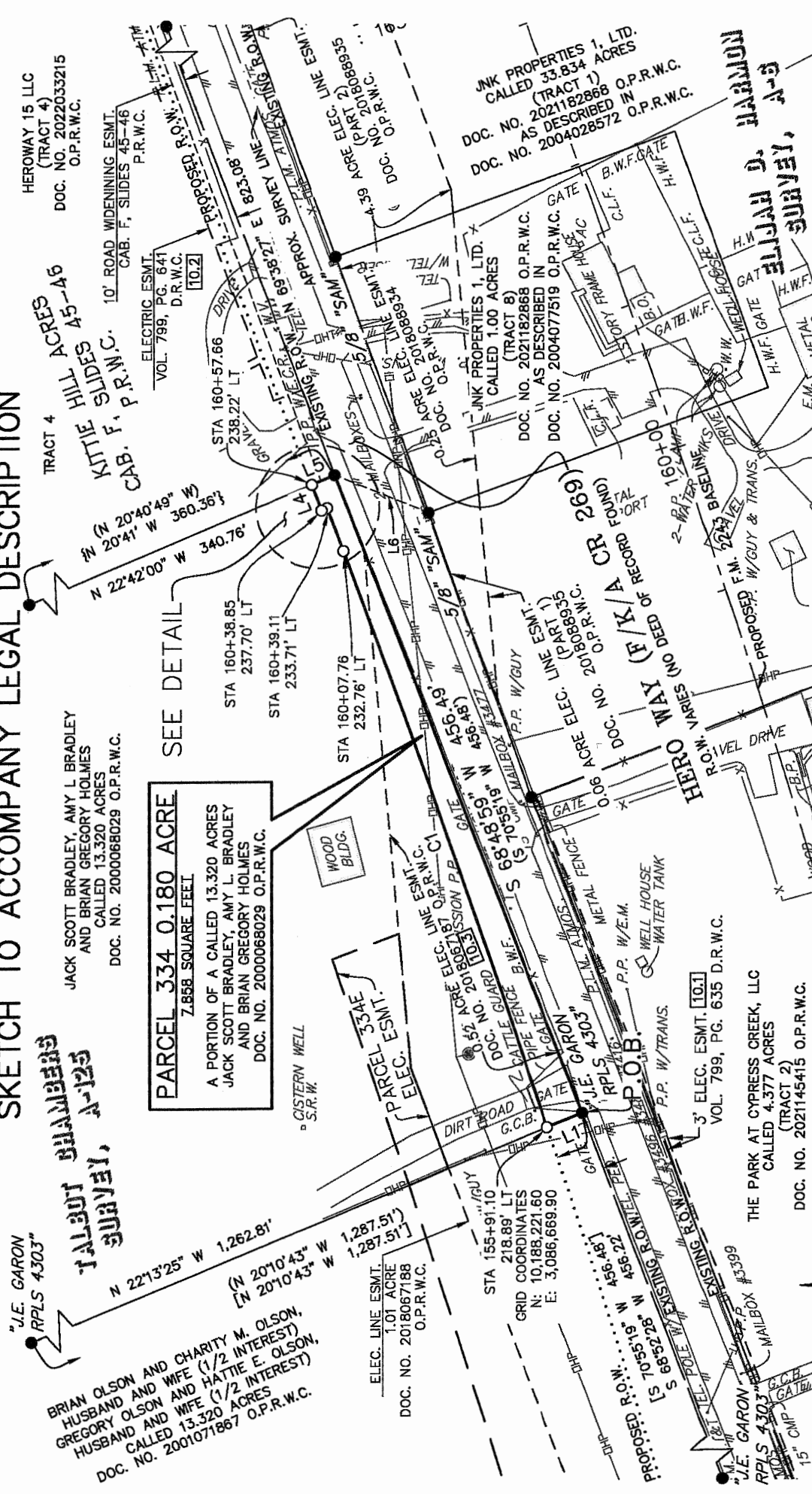


08/16/2022

Date

Client: Williamson County
Date: August 16, 2022
Project Number: 7473-00

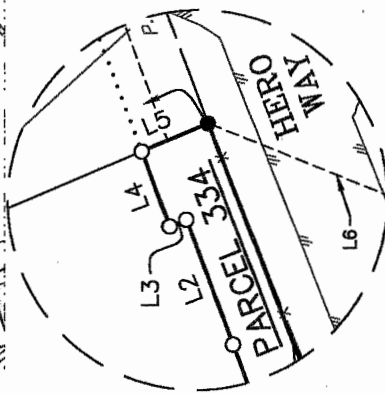
SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 08/12/2022: UPDATED TITLE COMMITMENT

BCE
BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

Copyright 2			
PARCEL PLAT			
SHOWING PARCEL 334			
0.180 ACRE			
FM 2243			
WILLIAMSON COUNTY, TEXAS			
Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	08/17/2022	2 of 6



GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-159118, DATED EFFECTIVE JUNE 23, 2022 AND ISSUED ON JULY 1, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 625, PAGE 5, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.1 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 799, PAGE 641 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.2 AN ELECTRIC TRANSMISSION LINE GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 799, PAGE 641 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 AN ELECTRIC LINE AERIAL EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018067187 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083081 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



08/12/2022

Jonathan O. Nobles

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 08/12/2022: UPDATED TITLE COMMITMENT



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT
SHOWING PARCEL 334
0.180 ACRE
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale: 1"=100' Job No.: 7473-00 Date: 08/17/2022 Page: 5 of 5

LEGEND

B.P.	BRICK PAVERS
CAB.	CABINET
C.L.F.	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C.R.S.	CATHODIC READING STATION
DOC.	DOCUMENT
E.C.R.	ELECTRIC CONDUIT RISER
ESMT.	EASEMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.C.B.	GATE CONTROL BOX
G.P.	GATE POST
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
P.O.B.	POINT OF BEGINNING
PED.	PEDESTAL
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
S.R.W.	STONE RETAINING WALL
TEL.	TELEPHONE
TRANS.	TRANSFORMER
U.C.M.	UNDERGROUND CABLE MARKER
W.I.F.	WROUGHT IRON FENCE
W.M.	WATER METER
()	RECORD INFO FOR DOC. NO. 2000068029 O.P.R.W.C.
[]	RECORD INFO FOR DOC. NO. 2001071867 O.P.R.W.C.
{ }	RECORD INFO FOR CAB. F, SLIDES 45-46 P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
—x—	WIRE FENCE
—○—	METAL FENCE
—DHT—	OVERHEAD TELEPHONE
—DHP—	OVERHEAD POWER
—//—	EDGE OF ASPHALT
[10.3]	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 22°13'25" W	24.76'
L2	N 69°25'18" E	30.65'
L3	N 22°31'56" W	4.00'
L4	N 69°25'18" E	18.38'
L5	S 22°42'00" E	16.41'
L6	S 22°13'48" W	67.81'

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C1	407.76'	11,053.00'	2°06'49"	N 70°28'42" E
				407.73'

REVISED 08/12/2022: UPDATED TITLE COMMITMENT



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PARCEL PLAT SHOWING PARCEL 334 0.180 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS			
Scale: 1"=100'	Job No.: 717300	Date: 06/17/2022	Page: 1 of 5

County: Williamson
Parcel: 334E
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 334E

METES & BOUNDS DESCRIPTION FOR A 0.118 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF A CALLED 13.320 ACRE TRACT OF LAND AS CONVEYED JACK SCOTT BRADLEY, AMY L. BRADLEY AND BRIAN GREGORY HOLMES BY WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2000068029 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.118 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of reference found), at the southwest corner of the above described Bradley and Holmes Tract, and the southeast corner of a called 13.320 acre tract of land as conveyed to Brian Olson and Charity Olson by Warranty Deed with Vendor's Lien recorded in Document Number 2001071867 of the Official Public Records of Williamson County, Texas, from which a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found on the north right-of-way line of said Hero Way, at the southwest corner of said Olson Tract, and at the southeast corner of the remainder of a called 13.371 acre tract of land as conveyed to Charles Hoskins and Patricia Hoskins by Warranty Deed with Vendor's Lien recorded in Document Number 2002036263 of the Official Public Records of Williamson County, Texas, bears S 68°52'28" W a distance of 456.22 feet, and also from which a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the southeast corner of said Bradley and Holmes Tract and the southwest corner of Tract 4 of Kittie Hill Acres, a subdivision as recorded in Cabinet F, Slides 45-46 of the Plat Records of Williamson County, Texas, bears N 68°48'59" E a distance of 456.49 feet; Thence, with the west line of said Bradley and Holmes Tract and the east line of said Olson Tract, N 22°13'25" W a distance of 95.99 feet to a 5/8-inch iron rod with cap stamped "SAM LLC" (NAD-83, Central Zone Grid Coordinates: N: 10,188,287.53, E: 3,086,642.96) found at the northwest corner of a called 0.52 acre electric line easement recorded in Document Number 2018067187 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract, 289.75 feet left of FM 2243 baseline station 155+83.68;

THENCE, with the west line of said Bradley and Holmes Tract and the east line of said Olson Tract, N 22°13'25" W a distance of 28.98 feet to a 1/2-inch iron rod with cap stamped "BGE Inc" set at the beginning of a non-tangent curve to the left, for the northwest corner of the herein described tract, 318.59 feet left of FM 2243 baseline station 155+80.63, from which a 1/2-inch iron rod with cap stamped "J.E. GARON RPLS 4303" found at the northwest corner of said Bradley and Holmes Tract and the northeast corner of said Olson Tract, bears N 22°13'25" W a distance of 1,162.59 feet;

THENCE, continuing over and across said Bradley and Holmes Tract, N 22°31'56" W a distance of 4.00 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set for an exterior corner of the herein described tract, 237.70 feet left of FM 2243 baseline station 160+38.85;

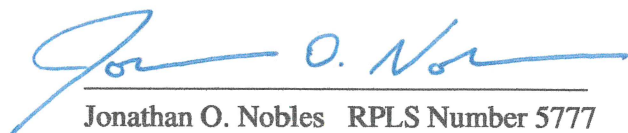
THENCE, continuing over and across said Bradley and Holmes Tract, N 69°25'18" E a distance of 18.38 feet to a 1/2-inch iron rod with a cap stamped "WILCO ROW 5777" set on the east line of said Bradley and Holmes Tract and on the west line of Tract 4 of Kittie Hill Acres, a subdivision as recorded in Cabinet F, Slides 45-46 of the Plat Records of Williamson County, Texas, for the northeast corner of the herein described tract, 238.22 feet left of FM 2243 baseline station 160+57.66, from which a 1/2-inch iron rod found on the east line of said Bradley and Holmes Tract, at the northwest corner of said Tract 4, bears N 22°42'00" W a distance of 340.76 feet;

THENCE, with the east line of said Bradley and Holmes Tract and the west line of said Tract 4, S 22°42'00" E a distance of 16.41 feet to a 1/2-inch iron rod found on the north right-of-way line of said Hero Way, at the southeast corner of said Bradley and Holmes Tract and the southwest corner of said Tract 4, from which a 1/2-inch iron rod found at the southeast corner of said Tract 4, bears N 69°38'27" E a distance of 823.08 feet;

THENCE, with the north right-of-way line of said Hero Way and the south line of said Bradley and Holmes Tract, S 68°48'59" W a distance of 456.49 feet to the **POINT OF BEGINNING** and containing 0.180 acre (7,858 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.


Jonathan O. Nobles RPLS Number 5777

BGE, Inc.

101 West Louis Henna Blvd., Suite 400

Austin, TX 78728

Telephone: 512-879-0400

TBPELS Licensed Surveying Firm Number 10106502



08/12/2022

Date

Client: Williamson County

Date: June 17, 2022

Revised: August 12, 2022

Project Number: 7473-00

"J.E. GARON
FBI 1703M

JACK SCOTT BRADLEY, AMY L BRADLEY AND BRIAN GREGORY HOLMES
CALLED 13.320 ACRES
DOC. NO. 2000086029 O.P.R.W.C.

EASEMENT PARCEL
334E 0.118 ACRE
5.154 SQUARE FEET

A PORTION OF A CALLED 13.320 ACRES
JACK SCOTT BRADLEY, AMY L. BRADLEY
AND BRIAN GREGORY HOLMES
DOC. NO. 2000068029 O.P.R.W.C.

BRIAN OLSON AND CHARITY
M. OLSON, HUSBAND AND
WIFE (1/2 INTEREST)
GREGORY OLSON AND HATTIE
E. OLSON, HUSBAND AND
WIFE (1/2 INTEREST)
CALLED 13.320 ACRES
DOC. NO. 2001071867
O P R W C.

STATIONARY
LABORATORY
EVALUATION
STA 1

ELCE. LINE ESMT.
1.01 ACRE
DOC. NO. 2018067
O.P.R.W.C.

P.O.B.
STA 155+83.68
289.75' LT
GRID COORDINATES-
N: 10,188,287.53
E: 3,086,642.96

[illegible]

THE PARK AT CYPRESS CREEK, LLC
CALLED 4.377 ACRES
(TRACT 2)
DOC NO 2021145415 CDBWC

(IRACI 2)
DOC. NO. 2021145415 O.P.R.W.C.
R.W.C.

PC: 152+70.05

155+00

PROPOSED F.M. 2243 BAW

WOOD HOG TANK

IP

BGE, Inc.
101 West Louisville

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78701
Tel: 512-879-0400 • www.bgeinc.com



PARCEL PLAT SHOWING
EASEMENT PARCEL 334E

0.118 ACRE
FM 2243

WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1" = 100'	7477	08/18/2000	7 of 8



GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.
3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY TITLE RESOURCES GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-159118, DATED EFFECTIVE JUNE 23, 2022 AND ISSUED ON JULY 1, 2022.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN VOLUME 625, PAGE 5, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.
- 10.1 AN ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE AND/OR SYSTEM EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 799, PAGE 641 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.2 AN ELECTRIC TRANSMISSION LINE GRANTED TO PEDERNALES ELECTRIC COOPERATIVE INC. AS DESCRIBED IN VOLUME 799, PAGE 641 OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.3 AN ELECTRIC LINE AERIAL EASEMENT GRANTED TO LCRA TRANSMISSION SERVICES CORPORATION AS DESCRIBED IN DOCUMENT NO. 2018067187 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.
- 10.5 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083081 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.



08/16/2022

Jonathan O. Nobles

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400



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TBPLS Licensed Surveying Firm No. 10106502

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PARCEL PLAT SHOWING EASEMENT PARCEL 334E 0.118 ACRE FM 2243			
WILLIAMSON COUNTY, TEXAS			
Scale: 1"=100'	Job No.: 7473-00	Date: 08/16/2022	Page: 5 of 5

LEGEND

- B.

BLDG.

B.P.

B.W.F.

CAB.

C.L.F.

CMP.

C.R.S.

DOC.

E.C.R.

ELEC.

E.M.

ESMT.

G.C.B.

G.P.

H.W.F.

NO.

N.T.S.

O.P.R.W.C.

P.O.B.

PED.

P.L.M.

P.O.B.

P.O.R.

P.P.

R.O.W.

S.R.W.

TEL.

TRANS.

U.C.M.

W.M.

W.V.

W.W.

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—x—

—○—

—DHT—

—DHP—

—//—

[10.3]
- BOLLARD

BUILDING

BRICK PAVERS

BARBED WIRE FENCE

CABINET

CHAIN LINK FENCE

CORRUGATED METAL PIPE

CATHODIC READING STATION

DOCUMENT

ELECTRIC CONDUIT RISER

ELECTRIC

ELECTRIC METER

EASEMENT

GATE CONTROL BOX

GATE POST

HOW WIRE FENCE

NUMBER

NOT TO SCALE

OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY

POINT OF BEGINNING

PEDESTAL

PIPELINE MARKER

POINT OF BEGINNING

POINT OF REFERENCE

POWER POLE

RIGHT-OF-WAY

STONE RETAINING WALL

TELEPHONE

TRANSFORMER

UNDERGROUND CABLE MARKER

WATER METER

WATER VALVE

WATER WELL

RECORD INFO FOR DOC. NO. 2000068029 O.P.R.W.C.

RECORD INFO FOR DOC. NO. 2001071867 O.P.R.W.C.

RECORD INFO FOR DOC. NO. 2018067187 O.P.R.W.C.

FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)

SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"

SET 1/2" IRON ROD W/CAP "BGE INC"

WIRE FENCE

METAL FENCE

OVERHEAD TELEPHONE

OVERHEAD POWER

EDGE OF ASPHALT

SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 22°13'25" W	28.98'
L2	S 20°34'42" E	47.58'
L3	S 84°51'46" W	89.63'
L4	S 69°03'38" W	71.62'
L5	N 22°13'25" W	95.99'

LINE TABLE		
NUMBER	BEARING	DISTANCE
{L4}	{S 69°02'31" W}	{71.50'}

CURVE TABLE				
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING
C1	158.92'	10,953.00'	0°49'53"	N 71°09'14" E

CHORD BEARING	CHORD DISTANCE
N 71°09'14" E	158.92'



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PARCEL PLAT SHOWING
EASEMENT PARCEL 334E
0.118 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473	08/16/2022	4 of 5

Commissioners Court - Regular Session

54.

Meeting Date: 10/31/2023

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 SH 195 @ Ronald Reagan.
- 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 Ronald Reagan Widening.
- 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
- q) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- r) Discuss the acquisition of right of way for CR 314.
- s) Discuss acquisition of right of way for Corridor J.

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
- d) Discuss Blue Springs Blvd. property

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
---------	----------	-------------	--------

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 11:03 AM

Started On: 10/25/2023 04:50 PM

Commissioners Court - Regular Session**55.****Meeting Date:** 10/31/2023

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
- j) Project Scrabble

Background

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/26/2023

Reviewed By

Becky Pruitt

Date

10/26/2023 11:03 AM

Started On: 10/25/2023 04:53 PM