

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
October 29, 2024
9:30 A.M.

The Commissioners Court of Williamson County, Texas will meet in Regular Session at the above location, date, and time to consider the items set forth below. It is the intent of the Commissioners Court to have a quorum physically present at the meeting. Up to two (2) Commissioners Court members may participate by videoconference call in accordance with the Texas Open Meetings Act.

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 – 21)

3. Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.
4. Discuss, consider, and take appropriate action on a First Amendment to Tower Site Lease Agreement and a Corrective Memorandum of Lease between Williamson County and SBA Towers XI, LLC relating to the Tower Site Lease Agreement dated April 25, 2023 for the tower site located at 155 Carlson Cove, Georgetown, Texas 78626.
5. Discuss, consider, and take appropriate action on two Billboard Sign Location Lease Agreements between Williamson County, Texas and Lamar Advantage Holding Company, LLC DBA The Lamar Companies relating to two outdoor advertising billboard signs located at 9850 N. IH-35 Jarrell, Texas 76537.
6. Discuss, consider and take appropriate action on approving the Service Contract #202549 between Williamson County and Milliman, Inc. to provide actuarial services related to the County's Workers' Compensations program, in the flat fee amount of \$6,800.00 for year FY2025 and authorizing execution of the agreement.

7. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in the community spay and neuter clinics for dogs and cats from the ASPCA.
8. Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in the lessening of lost dogs brought to the shelter from Best Friends Animal Society.
9. Discuss, consider and take appropriate action on a request for a use agreement at the Regional Animal Shelter.
10. Discuss, consider, and take appropriate action on grant forms from the General Land Office for the Williamson County Hazard Mitigation Plan. There is a Signatory and Designee form along with an authorization Resolution attached.
11. Discuss, consider, and take appropriate action on approving Easement No DACW63-2-24-0629 with The Department of the Army, in the amount of \$1,160.00 and authorize the execution of the agreement. P383
12. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with ISKCON of Round Rock for off duty contracting of County Sheriff Deputies to be effective October 29, 2024.
13. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Hare Krishna Temple of Austin for off duty contracting of County Sheriff Deputies to be effective October 29, 2024.
14. Discuss, consider, and take appropriate action on approving the Interlocal Cooperative Purchasing Agreement (ILA) #202552 between Williamson County and Denton County, and authorizing the execution of the agreement.
15. Discuss, consider, and take appropriate action on approving the Quote and County Addendum #202553 for a 2024 VE BC1000XL Chipper pursuant to BuyBoard Contract #684-22 between Williamson County and Vermeer Equipment of Texas and authorize execution of the document.
16. Discuss, consider and take appropriate action on approving #202550 between Williamson County and SHI Government Solutions for an annual subscription for Awareness Training/Phisher Subscriptions in the amount of \$64,892.88 pursuant to Omnia National #2018011-02 and authorizing execution of quote.

17. Discuss, consider, and take appropriate action to approve Purchase #202554 between Williamson County and Tyler Technologies, Inc. for Annual Maintenance and Support for the Enterprise Supervision application, also known as CaseloadPRO, for a total of \$71,621.55, pursuant to Sourcewell Contract #090320-TTI.
18. Discuss, consider, and take appropriate action on authorizing the purchase and service contract #202540 between Parsons Commercial Roofing, Inc and Williamson County for Juvenile Justice Center Roof Repair, in the amount of \$2,000.00, pursuant to TIPS contract #211001 and authorize the execution of the agreement.
19. Discuss, consider, and take appropriate action on authorizing the purchase and services contract #202551 between Johnson Controls Fire Protection LP and Williamson County for the Project at Inner Loop Annex, in the amount of Forty-Six Thousand Four Hundred Eighty-One Dollars and 20/100 (\$46,481.20), pursuant to Sourcewell – Contract Number #030427-JHN and execution of the agreement.
20. Discuss, consider, and take appropriate action on awarding RFSQ #2086 to Raba Kistner, for the Taylor Expo Center Water Tank Test Engineer for Facilities Management, in the amount of Ninety-Three Thousand One Hundred Fifty-Seven and 91/100 Dollars (\$93,157.91) and authorize execution of the agreement. The funding source is P635.
21. Discuss, consider, and take appropriate action on approving the purchase of a New John Deere 5100E Cab Mowing Tractor, replacing UJ 1352, heavy equipment from United Ag & Turf for the total amount of \$71,630.19 pursuant to Sourcewell #082923-DAC.

REGULAR AGENDA

22. Discuss, consider and take appropriate action on a resolution for Operation Green Light for Veterans (Lighting courthouse green from November 4th 2024 through November 11th 2024).
23. Discuss, consider and take appropriate action on appointing Ron Cunningham as Williamson County Fire Marshal for an emergency interim term effective as of October 29, 2024, pursuant to Local Government Code Section 352.011 and subject to the conditions of employment and employment policies of all Williamson County employees; and take appropriate action on requiring Ron Cunningham to post an official bond in the amount of \$10,000 pursuant to Texas Local Government Code 352.012.
24. Discuss, consider and take appropriate action on approving the Official Bond and Oath for Ronald Cunningham, Jr. , Fire Marshal, in the amount of \$10,000.00 pursuant to Local Government Code 352.012, effective October 29, 2024, through October 29, 2025.
25. Discuss, consider and take appropriate action on the American Rescue Plan Act (ARPA) program update and projects.

26. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional revenues for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335601	Co Atty Salary Supplement	\$84,000.00

27. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge expenditures for the County Attorney's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.001927	Co Atty Salary Supplement	\$43,709.35
	0100.0475.002010	FICA	\$3,343.77
	0100.0475.002020	Retirement	\$7,015.35
	0100.0475.004902	Co Atty Leg Supplement	\$29,931.53

28. Discuss, consider, and take appropriate action on approving the purchase of Document Preservation of Probate Records from Kofile Technologies, Inc. #202535 for conservation treatments, rehousing and imaging for the County Clerk's Office in the amount of \$499,986.90 pursuant to TXMAS contract #23-92001, and authorizing execution of the proposal.
29. Discuss, consider and take appropriate action approving amendment #3 to contract #21RFP4 for Aramark Correctional Services LLC, for a meal price adjustment allowable as per the Consumer Price Index, to provide Jail Inmates food services and authorizing the execution of the amendment.
30. Discuss, consider and take appropriate action on approving Purchase #202530 for 100,000 rounds of 5.56MM and 200,000 rounds of 9MM ammunition from Precision Delta Corporation in the amount of \$104,471.00 pursuant to BuyBoard contract #698-23, and authorizing execution of the quote.
31. Discuss, consider, and take appropriate action on approving annual maintenance #202550 between Williamson County and Carahsoft Technology Corp. for ServiceNow Maintenance for a total amount of \$192,769.92 pursuant to GSA contract #47QSWA18D008F, and authorize the execution of the annual subscription.
32. Discuss, consider and take appropriate action on approving the service lease agreement #202556 Samsara devices between Williamson County and CDW-G for fleet vehicle diagnostics and data in the amount of \$224,502.00 per year for three (3) years in accordance with DIR contract #DIR-CPO-4547.
33. Discuss, consider and take appropriate action on approving the Proposal of Pollution Liability Insurance through AIG Storage Tank Third Party Liability for Policy Number PLC 000168373 with Commerce and Industry Insurance Company for the term of 12-18-2024 through 12-18-2025, and authorizing execution of the document.

34. Discuss, consider, and take appropriate action on approving the purchase of a New Motor Grader, replacing UMG 0610, heavy equipment from HOLT CAT for the total amount of \$407,943.00 pursuant to Sourcewell #011723-CAT, warranties included.
35. Discuss, consider, and take appropriate action on authorizing the second renewal of Aggregates for Surface Treatment Type E Grade 3,5, and FS contract #22IFB152 with Road and Bridge. The term is from 11-15-2024 through 11-14-2025 with a price increase.
36. Discuss, consider, and take appropriate action on approving the purchase of a new Water Tanker Truck, replacing UWT 0104 & UWT 0827, heavy equipment from Doggett Freightliner of South Texas LLC for the total amount of \$216,084.39 pursuant to Co-Op TIPS #230-802, warranties included.
37. Discuss, consider and take appropriate action on setting a public hearing on December 10, 2024 at 9:30 AM regarding proposed amendments to the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code and authorize publication of notice of the public hearing in the Williamson County Sun.
38. Discuss, consider and take appropriate action regarding the temporary road closure of Hutton Ln from Claudia Dr to Johnathan Way on Thursday, October 31, 2024, from 5 PM to 11 PM, and on approval of a temporary diversion plan for traffic during the closure.

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)."

39. 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 the proposed or potential purchase or lease of property owned by third parties
 - a) Discuss the acquisition of real property: Bud Stockton Dr.
 - b) Discuss the acquisition of real property for CR 143
 - c) Discuss the acquisition of real property for County Facilities.
 - d) Discuss the acquisition of real property for CR 255.
 - e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
 - 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 E. Wilco Highway.
 - i) Discuss the acquisition of right-of-way for Corridor A-2.
 - j) Discuss the acquisition of right-of-way for Corridor B
 - k) Discuss the acquisition of right-of-way for Corridor C.

- l) Discuss the acquisition of right-of-way for Corridor D.
- m) Discuss the acquisition of right-of-way for Corridor E.
- n) Discuss the acquisition of right-of-way for Corridor F
- o) Discuss the acquisition of right-of-way for Corridor H
- p) Discuss the acquisition of right of way for Corridor J.
- q) Discuss the acquisition of right of way for Arterial K.
- r) Discuss the acquisition of right of way for Corridor I.
- s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
- t) Discuss the acquisition of right-of-way for CR 313.
- u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- v) Discuss the acquisition of right of way for CR 314.
- w) Discuss the acquisition of real property for the Seward Junction Loop
- x) Discuss the acquisition of real property for CR 110N
- y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
- z) Discuss the acquisition of real property for the Long Range Transportation Plan.
- aa) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
- bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

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

40. 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 Skyfall
- b) Project Garden
- c) Project School Bus
- d) Project Lunch Lady

41. 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-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

4. 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

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

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

7. 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

8. 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

9. 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

10. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas

11. 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

12. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division

13. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division

14. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division

15. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division

16. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; Williamson County, Texas

17. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas

18. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division

19. Case Number: 1:24-cv-01166 DII; Tettus J. Davis v. Billy Ray Stubblefield, et al; In the United States District Court, Western District of Texas

20. Civil Action No. 1:24-cv-1043-DII; Luis J. Ortiz Hernandez v. Williamson County, Texas; in the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

d. Claims:

1. Claim No. 09272023-560-151 - auto liability claim from Pablo Pagua for incident occurring on or about September 27, 2023 at or near 8713 W Parmer Lane, Austin, Texas 78729.

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, laws and proceedings pertaining to attorney client privileged communications relating to county business.

4. Legal matters pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.

5. Legal matters relating to James Construction's claims on the SE Loop (East Wilco Hwy) Segment 1 Project

6. Legal discussions relating to social and political expressions in the workplace.

7. Legal matters and requirements relating to Texas Water Development Board (TWDB) funding through the Economically Distressed Areas Program (EDAP) and the Clean Water State Revolving Fund (CWSFR).

8. Legal matters and potential litigation relating to non-profit status of EPCOR/ 130 Regional Water Supply Corporation

42. Discuss and deliberate the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).
43. 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).
44. Deliberate the appointment, employment, evaluation, reassignment, duties, discipline and/or dismissal of Williamson County officers, directors, employees and/or positions, including but not limited to conducting deliberation and discussion pertaining to annual reviews of department heads and appointed officials (Executive Session as per Tex. Gov. Code Section 551.074 – Personnel Matters).

REGULAR AGENDA (continued)

45. Discuss and take appropriate action concerning economic development.
46. Discuss and take appropriate action concerning real estate.
47. Discuss, consider and take appropriate action on pending or contemplated litigation, settlement matters and other legal matters, including the following:
 - a. **General:**
 1. Litigation or claims or potential litigation or claims against the County or by the County
 2. Status Update-Pending Cases or Claims
 3. Employee/personnel related matters
 4. Other confidential attorney-client matters, including contracts and certain matters related to county defense issues in which the duty of the attorney to the governmental body within the attorney/client relationship clearly conflicts with Chapter 551 of the Texas Government Code.
 - b. **Litigation:**
 1. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.
 2. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
 3. Civil Action No. 1:21-cv-00374-RP; Gary Watsky v. Williamson County, Texas, and Robert Chody, Mark Luera, Steve Deaton, et al.; In the United States District Court for the Western District of Texas, Austin Division
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 5. Cause No. 22-0159-C395; Gary Watsky v. Mike Gleason, et al.; In the 395th District Court of Williamson County, Texas
 6. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
 7. 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

8. 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
9. 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
10. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
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12. Civil Action No. 1:23-cv-01117-RP; Adam Mirelez #02413581 v. Llano County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
13. Civil Action No. 1:23-cv-01223-RP; Siddharth Kode v. Williamson County; In the United States District Court for the Western District of Texas, Austin Division
14. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division
15. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division
16. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480th Judicial District Court; Williamson County, Texas
17. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
18. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division
19. Case Number: 1:24-cv-01166 DII; Tettus J. Davis v. Billy Ray Stubblefield, et al; In the United States District Court, Western District of Texas
20. Civil Action No. 1:24-cv-1043-DII; Luis J. Ortiz Hernandez v. Williamson County, Texas; in the United States District Court for the Western District of Texas, Austin Division

c. Administrative Complaints:

d. Claims:

1. Claim No. 09272023-560-151 - auto liability claim from Pablo Pagua for incident occurring on or about September 27, 2023 at or near 8713 W Parmer Lane, Austin, Texas 78729.

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, laws and proceedings pertaining to attorney client privileged communications relating to county business.
4. Legal matters pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.
5. Legal matters relating to James Construction's claims on the SE Loop (East Wilco Hwy) Segment 1 Project
6. Legal matters and requirements relating to Texas Water Development Board (TWDB) funding through the Economically Distressed Areas Program (EDAP) and the Clean Water State Revolving Fund (CWSFR).
7. Legal matters and potential litigation relating to non-profit status of EPCOR/ 130 Regional Water Supply Corporation

48. 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.

49. Comments from Commissioners.

- 50.** 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 25th day of October 2024 at 3:00 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:** 10/29/2024

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 title 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 Report

Merit LIT

Form Review**Inbox**

Human Resources (Originator)
County Judge Exec Asst.
Form Started By: Kayla Marek
Final Approval Date: 10/24/2024

Reviewed By

Allen Frederick
Becky Pruitt

Date

10/24/2024 09:33 AM
10/24/2024 09:52 AM
Started On: 10/24/2024 09:16 AM

Department	Position	EEID	Current Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Animal Services	Director of Animal Services.0209.001100.	12679	\$103,796.33	3.00%	\$3,113.89	\$106,910.22	--	MERIT	25-Oct-24
COMM COURT - GRANTS	CCGDA Felony Prosecutor III.1965.001100.	16670	\$139,256.00	1.00%	\$1,392.56	\$140,648.56	--	MERIT	25-Oct-24
COMM COURT - GRANTS	CCG DA Felony Prosecutor II.1964.001100.	13501	\$114,170.91	5.42%	\$6,188.06	\$120,358.97	--	MERIT	25-Oct-24
COMM COURT - GRANTS	CCG DA Felony Prosecutor II.1966.001100.	16492	\$124,259.20	2.75%	\$3,417.13	\$127,676.33	--	MERIT	25-Oct-24
Commissioner 3 - admin	Senior Coordinator.0258.001100.	10877	\$58,004.07	4.00%	\$2,320.16	\$60,324.23	--	MERIT	25-Oct-24
Commissioner 3 - admin	Project Manager I.0257.001100.	11283	\$98,066.75	4.00%	\$3,922.67	\$101,989.42	--	MERIT	25-Oct-24
County Clerk Recording	Deputy County Clerk.0658.001100	16563	\$42,271.37	3.00%	\$1,268.14	\$43,539.51	--	MERIT	25-Oct-24
District Attorney	Lead Victim Asst Coord.1847.001100.	10868	\$73,634.02	2.00%	\$1,472.68	\$75,106.70	--	MERIT	25-Oct-24
District Attorney	Felony Prosecutor II.0086.001100.	16264	\$124,372.48	5.00%	\$6,218.62	\$130,591.10	--	MERIT	25-Oct-24
District Attorney	Felony Prosecutor III.1849.001100.	14829	\$131,571.48	5.00%	\$6,578.57	\$138,150.05	--	MERIT	25-Oct-24
District Attorney	DA Civil Division Chief.0072.001100.	14075	\$161,255.23	7.00%	\$11,287.87	\$172,543.10	--	MERIT	25-Oct-24
District Attorney	Legal Assistant III.0080.001100.	11812	\$60,693.31	3.00%	\$1,820.80	\$62,514.11	--	MERIT	25-Oct-24
District Attorney	Legal Assistant IV.0078.001100.	16269	\$62,940.65	5.00%	\$3,147.03	\$66,087.68	--	MERIT	25-Oct-24
District Attorney	Victim Assistance Coord.0073.001100.	13054	\$58,543.67	3.00%	\$1,756.31	\$60,299.98	--	MERIT	25-Oct-24
District Attorney	Legal Assistant III.0081.001100.	14088	\$58,803.85	3.00%	\$1,764.12	\$60,567.96	--	MERIT	25-Oct-24
District Attorney	Intake Division Chief.1789.001100.	14278	\$155,223.04	7.00%	\$10,865.61	\$166,088.65	--	MERIT	25-Oct-24
District Attorney	Legal Assistant IV.1796.001100.	14183	\$65,413.32	3.00%	\$1,962.40	\$67,375.72	--	MERIT	25-Oct-24
District Attorney	Felony Prosecutor III.0070.001100.	14338	\$131,587.28	5.00%	\$6,579.36	\$138,166.64	--	MERIT	25-Oct-24
District Attorney	Victim Assistance Coord.2110.001100.	16795	\$56,827.07	2.25%	\$1,278.61	\$58,105.68	--	MERIT	25-Oct-24
District Attorney	Victim Assistance Coord.0074.001100.	13241	\$60,181.28	3.00%	\$1,805.44	\$61,986.72	--	MERIT	25-Oct-24
District Attorney	Felony Prosecutor II.1970.001100.	16806	\$128,749.94	1.75%	\$2,253.12	\$131,003.06	--	MERIT	25-Oct-24
District Attorney	Legal Assistant IV.0915.001100.	14384	\$61,733.71	2.25%	\$1,389.01	\$63,122.71	--	MERIT	25-Oct-24
District Attorney	Trial Division Chief.0071.001100.	15389	\$159,066.51	7.00%	\$11,134.66	\$170,201.16	--	MERIT	25-Oct-24
District Attorney	Felony Prosecutor I.0062.001100.	16669	\$110,397.34	3.00%	\$3,311.92	\$113,709.26	--	MERIT	25-Oct-24
District Attorney	Legal Assistant IV.0082.001100.	16071	\$63,717.65	3.00%	\$1,911.53	\$65,629.18	--	MERIT	25-Oct-24
District Attorney	DA First Assistant.0054.001100.	14076	\$180,437.75	7.00%	\$12,630.64	\$193,068.39	--	MERIT	25-Oct-24
District Attorney	DA Evidence Coordinator.1850.001100.	14931	\$81,011.66	7.00%	\$5,670.82	\$86,682.48	--	MERIT	25-Oct-24
District Attorney	Financial Manager.0076.001100.	3455	\$92,492.23	5.00%	\$4,624.61	\$97,116.84	--	MERIT	25-Oct-24
District Attorney	Felony Prosecutor III.0069.001100.	14813	\$131,571.48	5.00%	\$6,578.57	\$138,150.05	--	MERIT	25-Oct-24
District Attorney	Felony Prosecutor III.0064.001100.	5158	\$140,080.29	3.00%	\$4,202.41	\$144,282.70	--	MERIT	25-Oct-24
District Attorney	DA Felony Prosecutor II NEW.2003.001100.	16953	\$122,226.33	1.00%	\$1,222.26	\$123,448.59	--	MERIT	25-Oct-24
District Attorney	Felony Prosecutor I.0061.001100.	17014	\$113,300.02	2.00%	\$2,266.00	\$115,566.02	--	MERIT	25-Oct-24
District Attorney	Legal Assistant I.0079.001100.	13437	\$44,998.24	2.50%	\$1,124.96	\$46,123.20	--	MERIT	25-Oct-24

Department	Position	EEID	Current Salary	Merit %	Annual Merit Amount	Final Proposed Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
District Attorney	Felony Prosecutor III.1848.001100.	15946	\$131,889.36	5.00%	\$6,594.47	\$138,483.83	--	MERIT	25-Oct-24
Justice of the Peace 2	Court Clerk II.0993.001100.	16596	\$43,898.23	3.00%	\$1,316.95	\$45,215.18	--	MERIT	25-Oct-24
Juvenile Services	Sr Juv Facility Super NEW.1067.001100.	11469	\$65,548.07	3.00%	\$1,966.44	\$67,514.51	--	MERIT	25-Oct-24
Wilco Pretrial Services	Pretrial Officer.1961.001100.	17108	\$50,593.91	3.00%	\$1,517.82	\$52,111.73	--	MERIT	25-Oct-24
Wilco Pretrial Services	Magistrate Court Admin.1713.001100.	16050	\$71,070.10	3.75%	\$2,665.13	\$73,735.23	--	MERIT	25-Oct-24
Wilco Pretrial Services	Court Services Specialist.1706.001100.	17099	\$43,618.77	3.00%	\$1,308.56	\$44,927.33	--	MERIT	25-Oct-24

				(TO)	(FROM)
entity	fund	dept	object	dr	cr
01	0545	0545	001100	3,113.89	
01	0545	0545	001130		3,113.89
01	0100	0213	001100	6,242.83	
01	0100	0213	001130		6,242.83
01	0100	0403	001100	1,268.14	
01	0100	0403	002010	97.01	
01	0100	0403	002020	203.54	
01	0100	8002	001130		1,268.14
01	0100	8002	002010		97.01
01	0100	8002	002020		203.54
01	0100	0440	001100	119,696.09	
01	0100	0440	001130		119,696.09
01	0100	0452	001100	1,316.95	
01	0100	0452	001130		1,316.95
01	0100	0576	001100	1,966.44	
01	0100	0576	001130		1,966.44
01	0100	0591	001100	5,491.51	
01	0100	0591	001130		5,491.51
01	0100	0540	001100	76.98	
01	0100	0540	002010	5.89	
01	0100	0540	002020	12.36	
01	0100	8004	001130		76.98
01	0100	8004	002010		5.89
01	0100	8004	002020		12.36
01	0100	0440	001130	2917.33	
01	0100	0440	001100		2917.33
01	0100	0499	001130	1740.69	
01	0100	0499	001100		1740.69
01	0100	0510	001130	2044.73	
01	0100	0510	001100		2044.73
01	0100	0510	001130	1128.61	
01	0100	0510	001100		1128.61
01	0100	8003	001130	1074.34	
01	0100	8003	002010	82.19	
01	0100	8003	002020	172.43	
01	0100	8003	001100		1074.34
01	0100	8003	002010		82.19
01	0100	8003	002020		172.43

Correction to merit amount PCN 0850

Correction to merit amount PCN 0850

Correction to merit amount PCN 0850

Correction to merit amount PCN 0850

Correction to merit amount PCN 0850

Correction to merit amount PCN 0850

Reverse PCN 0053; added to
spreadsheet in error

Reverse PCN 0053; added to
spreadsheet in error

Reverse PCN 1704

Reverse PCN 1704

Reverse PCN 1691

Reverse PCN 1691

Reverse PCN 2040

Reverse PCN 2040

Reverse PCN 0320

Reverse PCN 0320

Reverse PCN 0320

Reverse PCN 0320

Reverse PCN 0320

Reverse PCN 0320

Commissioners Court - Regular Session**4.****Meeting Date:** 10/29/2024

Tower Site Lease

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on a First Amendment to Tower Site Lease Agreement and a Corrective Memorandum of Lease between Williamson County and SBA Towers XI, LLC relating to the Tower Site Lease Agreement dated April 25, 2023 for the tower site located at 155 Carlson Cove, Georgetown, Texas 78626.

Background

The proposed amendment and corrective memorandum are needed in order to further describe the tower site lease area, guy wire location and access road.

Fiscal Impact

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

Attachments

First Amendment to Tower Site Lease Agreement
Corrective Memorandum

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 10/24/2024

Reviewed By

Becky Pruitt

Date

10/24/2024 09:54 AM

Started On: 10/23/2024 10:39 AM

FIRST AMENDMENT TO TOWER SITE LEASE AGREEMENT

THIS FIRST AMENDMENT TO TOWER SITE LEASE (this “**Amendment**”) is entered into effective as of the last party’s execution below, between Williamson County, Texas (“**Landlord**”), and SBA Towers XI, LLC (“**Tenant**”).

RECITALS:

WHEREAS, Landlord and Tenant, as successor in interest to Spire Tower US, LLC, a Delaware limited liability company, entered into that certain Tower Site Lease Agreement dated April 25, 2023 (“**Lease Agreement**”), whereby Landlord leased to Tenant the Leased Premises described in an **Exhibit A** of the Lease Agreement; and

WHEREAS, Landlord and Tenant desire to enter into this Amendment to correct the legal description of the Leased Premises and the description of the unimproved road/path that provides access to the Leased Premises, which were originally described in the attached Exhibit “A” to the Lease Agreement.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease Agreement, Landlord and Tenant do hereby covenant, promise and agree as follows:

AGREEMENTS:

1. **Section II. - Access To Leased Premises** is hereby deleted in its entirety and replaced with the following:

Lessor agrees that, during the Initial Term of this Lease and any extension thereafter, Lessee shall have reasonable ingress and egress to the Leased Premises for the purpose of maintenance and repairs to Lessee’s Property. For purposes of such ingress and egress during the Initial Term of this Lease and any renewal term thereafter, Lessee shall be allowed to use the existing unimproved road/path that provides access to the Leased Premises from Carlson Cove and County Road 110, as described by metes and bounds survey and depicted by sketch attached hereto as **Exhibit “A”**. Lessee hereby agrees and acknowledges that all necessary maintenance in relation to the unimproved road/path for Lessee’s access to the Leased Premises shall be the sole obligation and responsibility of Lessee.

2. **Exhibit “A”** attached to the Lease Agreement is hereby deleted in its entirety and replaced with the **Exhibit “A”** attached hereto.

3. **Definitions.** All terms not otherwise defined herein shall have the meanings given them in the Lease Agreement.

4. **Authority.** 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 Lease Agreement; and the Lease Agreement and this Amendment are the valid, binding and enforceable obligations of such party.

5. **Full Force and Effect.** Tenant acknowledges that: (i) it is in possession of the Leased Premises; (ii) the Lease Agreement, as modified herein, is in full force and effect; (iii) to the best of Tenant's knowledge, there are not any uncured defaults on the part of Landlord under the Lease Agreement; and (iv) there are no set-offs or defenses against the enforcement of any right or remedy of Landlord. Moreover, Tenant has no claim of setoff, deduction or defense against the payment of sums payable under the Lease Agreement.

6. **Extent of Amendment.** All other terms of the Lease Agreement and any prior amendments thereto, if any, which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their duly authorized representatives or on behalf of their individual self, whichever the case may be, to be effective as of the date of the last party's execution below.

Landlord:

Williamson County, Texas

By: _____
Bill Gravell, Jr.,
Williamson County Judge

Date: _____, 2024

Tenant:

SBA Towers XI, LLC

By: _____
Neil Seidman, Senior Vice President

Date: October 23, 2024

EXHIBIT "A"

LEASE AREA (AS SURVEYED)

Situated in the County of Williamson, and State of Texas. Known as being a part of tract of land situated in the William Addison Survey, Abstract No. 21 out of the remnant portion of a called 103.5913 acre tract of land, and being a 6,829 square foot Lease Area over and upon a parcel of land now or formerly conveyed to County of Williamson, Texas as recorded in Special Warranty Deed recorded in Volume 2332 at Page 141 of Williamson County Records and being more particularly described as follows:

COMMENCING at 1/4" iron rod found on a point in the east right-of-way line of Rock Ride Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of said Official Records, same being a west corner of said 103.5913 acre tract; Thence along the easterly right-of-way of said Rock Ride Lane, South 49°24'35" East a distance of 30.67 feet; Thence leaving said easterly right-of-way, North 68°19'44" East a distance of 762.22 feet; Thence North 01°20'27" East a distance of 414.74 feet to the POINT OF BEGINNING;

Thence South 88°21'06" West a distance of 60.55 feet; Thence North 01°14'50" West a distance of 113.49 feet; Thence North 88°21'06" East a distance of 59.80 feet; Thence South 01°37'33" East a distance of 113.49 feet to the POINT OF BEGINNING.

The Lease Area contains 0.157 acres, or 6,829 square feet, of land.

20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (AS SURVEYED)

Situated in the County of Williamson, and State of Texas. Known as being a part of tract of land situated in the William Addison Survey, Abstract No. 21 out of the remnant portion of a called 103.5913 acre tract of land, and being a 6,829 square foot 20' Wide Non-Exclusive Access & Utility Easement over and upon a parcel of land now or formerly conveyed to County of Williamson, Texas as recorded in Special Warranty Deed recorded in Volume 2332 at Page 141 of Williamson County Records and being more particularly described as follows:

COMMENCING at 1/4" iron rod found on a point in the east right-of-way line of Rock Ride Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of said Official Records, same being a west corner of said 103.5913 acre tract; Thence along the easterly right-of-way of said Rock Ride Lane, North 49°24'35" West a distance of 106.85 feet to the POINT OF BEGINNING;

Thence North 21°10'15" West a distance of 20.00 feet; Thence North 68°49'45" East a distance of 408.12 feet; Thence North 01°46'16" West a distance of 58.28 feet; Thence North 03°00'27" West a distance of 162.82 feet; Thence North 00°05'09" East a distance of 115.18 feet; Thence North 05°14'47" East a distance of 135.69 feet; Thence along the arc of a curve to the right, said curve having a radius of 120.00 feet, an arc length of 185.77 feet, and a chord bearing of North 49°35'42" East, a distance of 167.77 feet; Thence South 86°03'23" East a distance of 97.70 feet; Thence South 75°53'39" East a distance of 66.72 feet; Thence South 54°19'27" East a distance of 63.22 feet; Thence South 01°14'50" East a distance of 111.39 feet; Thence South 88°45'10" West a distance of 20.00 feet; Thence North 01°14'50" West a distance of 101.40 feet; Thence North 54°19'27" West a distance of 49.42 feet; Thence North 75°53'39" West a distance of 61.13 feet; Thence North 86°03'23" West a distance of 95.92 feet; Thence along the arc of a curve to the left, said curve having a radius of 100.00 feet, an arc length of 154.81 feet, and a chord bearing of South 49°35'42" West, a distance of 139.80 feet; Thence South 05°14'47" West a distance of 134.79 feet; Thence South 00°05'09" West a distance of 113.74 feet; Thence South 03°00'27" East a distance of 162.50 feet; Thence South 01°46'16" East a distance of 72.65 feet; Thence South 68°49'45" West a distance of 422.28 feet to the POINT OF BEGINNING.

The 20' Wide Non-Exclusive Access & Utility Easement contains 0.637 acres, or 27,735 square feet, of land.

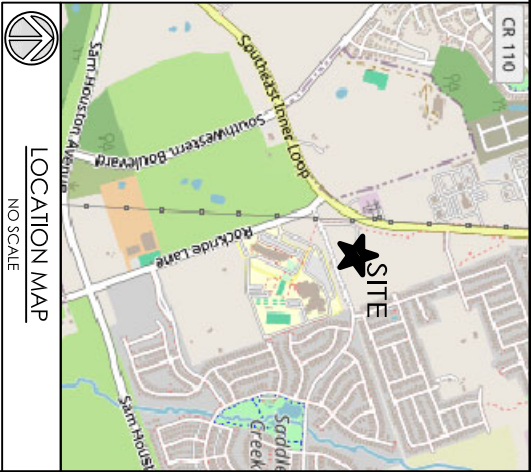
20' WIDE NON-EXCLUSIVE GUY WIRE EASEMENT #1 (AS SURVEYED)

Situated in the County of Williamson, and State of Texas. Known as being a part of tract of land situated in the William Addison Survey, Abstract No. 21 out of the remnant portion of a called 103.5913 acre tract of land, and being a 6,912 square foot 20' Wide Non-Exclusive Guy Wire Easement 1 over and upon a parcel of land now or formerly conveyed to County of Williamson, Texas as recorded in Special Warranty Deed recorded in Volume 2332 at Page 141 of Williamson County Records and being more particularly described as follows:

COMMENCING at 1/4" iron rod found on a point in the east right-of-way line of Rock Ride Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of said Official Records, same being a west corner of said 103.5913 acre tract; Thence along the easterly right-of-way of said Rock Ride Lane, South 49°24'35" East a distance of 30.67 feet; Thence leaving said easterly right-of-way, North 68°19'44" East a distance of 762.22 feet; Thence North 01°20'27" East a distance of 414.74 feet; Thence South 88°21'06" West a distance of 33.69 feet to the POINT OF BEGINNING;

Thence South 31°55'31" West a distance of 352.25 feet; Thence North 58°04'29" West a distance of 20.00 feet; Thence North 31°55'31" East a distance of 338.98 feet; Thence North 88°21'06" East a distance of 24.00 feet to the POINT OF BEGINNING.

The 20' Wide Non-Exclusive Guy Wire Easement 1 contains 0.159 acres, or 6,912 square feet, of land.



AS-BUILT SURVEY

near the intersection of County Rd 110 and the Georgetown Inner Loop
Georgetown, TX 78626
SITE ID#: TX189AE-A
SITE NAME: Georgetown 7, TX



SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307

BASIS OF BEARINGS

The meridian for all bearings shown hereon is the State of Texas Grid, Central Zone, NAD 83 (2011).

FLOOD ZONE

By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone X (Areas of minimal flood hazard) according to the Flood Insurance Rate Map for the City of Georgetown, County of Williamson, State of Texas, Community Panel No. 48491C0485F, Effective Date December 20, 2019.

ENCROACHMENTS

At the time of survey there were no visible encroachments onto or beyond the subject property.

CERTIFICATION

I, James M Powers, RPLS, CFedS, CP, a Texas Licensed Land Surveyor, License No. 5593, hereby certify to SBA Towers Xl, LLC:

Latitude and Longitude values for the center of the above-referenced tower are accurate to within +/- 15 feet horizontally.

HORIZONTAL DATUM: NAD83

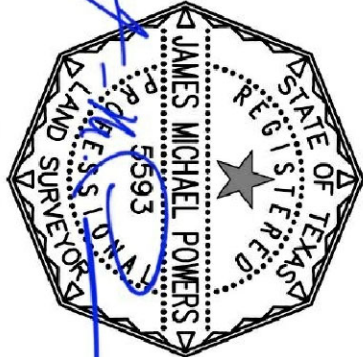
LATITUDE NORTH 30° 37' 22.11"
LONGITUDE WEST 97° 38' 33.61"

This surveyor has received and reviewed that certain Title Commitment No. SBA-181993-C issued by Westcor Land Title Insurance Company with an effective date of June 17, 2024 which proposes to insure the lands described under its Schedule A.

The surveyor has received and reviewed that the lands under said Schedule A of the Title Commitment contain or include the lands described in and depicted on this survey.

The surveyor has reviewed that the items of record and identified under Schedule B-2 of said Title Commitment encumber the lands described on this survey, but said items will not interfere with the location of the insured lands, including the lease area and any and all access and utility easement areas.

By: _____
James M Powers, RPLS, CFedS, CP
Licensed Land Surveyor, No. 5593
Expiration Date: 12/31/2024
Date of Survey: July 22, 2024



Notes: This survey does not represent a boundary survey of the parent parcel.

Drawn By: MPB	Scale: None
Date: 07.30.24	Sheet: 1 of 6
Certa Project No. 2575	



CERTA TOWER SERVICES LLC
2926 State Road, #135
Cuyahoga Falls, OH 44223-1244
330.295.3673
orders@certasite.com
www.certasite.com



1917 S. Harvard Ave. Oklahoma City, OK 73128
PH: (405) 603-7842 Fax: (405) 603-7852
www.rpsurveying.com quotes@rpsurveying.com

20' WIDE NON-EXCLUSIVE GUY WIRE EASEMENT #2(AS SURVEYED)

Situated in the County of Williamson, and State of Texas. Known as being a part of tract of land situated in the William Addison Survey, Abstract No. 21 out of the remnant portion of a called 103.5913 acre tract of land, and being a 6,170 square foot 20' Wide Non-Exclusive Guy Wire Easement 2 over and upon a parcel of land now or formerly conveyed to County of Williamson, Texas as recorded in Special Warranty Deed recorded in Volume 2332 at Page 141 of Williamson County Records and being more particularly described as follows:

COMMENCING at 1/4" iron rod found on a point in the east right-of-way line of Rock Ride Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of said Official Records, same being a west corner of said 103.5913 acre tract; Thence along the easterly right-of-way of said Rock Ride Lane, South 49°24'35" East a distance of 30.67 feet; Thence leaving said easterly right-of-way, North 68°19'44" East a distance of 762.22 feet; Thence North 01°20'27" East a distance of 414.74 feet; Thence South 88°21'06" West a distance of 60.55 feet; Thence North 01°14'50" West a distance of 49.48 feet to the POINT OF BEGINNING;

Thence North 28°00'37" West a distance of 328.34 feet; Thence North 61°59'23" East a distance of 20.00 feet; Thence South 28°00'37" East a distance of 288.69 feet; Thence South 01°14'50" East a distance of 44.41 feet to the POINT OF BEGINNING.

The 20' Wide Non-Exclusive Guy Wire Easement 2 contains 0.142 acres, or 6,170 square feet, of land.

WESTCOR LAND TITLE INSURANCE COMPANY
COMMITMENT NO. SBA-181993-C - DATED 06.17.2024

SCHEDULE B:

Numbers correspond with survey-related Schedule B exception items contained in the above referenced Title Commitment.

10. The following matters and all terms of the documents creating or offering evidence of the matters. (We must insert matters or delete this exception.):

1) to 10d) are standard exceptions.

e) Rights of fee simple owners, as identified in Schedule A 3 of the Title Commitment, in and to the subject property

LEASE AREA IS THE SUBJECT OF THIS SURVEY

f) Rights of fee simple owners pursuant to the Tower Lease Agreement, as identified per Exception #10.g of Schedule B.
LEASE AREA IS THE SUBJECT OF THIS SURVEY

g) Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the below exception number 10 but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (g) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.
AFFECTS THE PARENT PARCEL – NOT A SURVEY RELATED ITEM

h) Intentionally deleted.

i) Intentionally deleted.

20' WIDE NON-EXCLUSIVE GUY WIRE EASEMENT #3(AS SURVEYED)

Situated in the County of Williamson, and State of Texas. Known as being a part of tract of land situated in the William Addison Survey, Abstract No. 21 out of the remnant portion of a called 103.5913 acre tract of land, and being a 6,704 square foot 20' Wide Non-Exclusive Guy Wire Easement 3 over and upon a parcel of land now or formerly conveyed to County of Williamson, Texas as recorded in Special Warranty Deed recorded in Volume 2332 at Page 141 of Williamson County Records and being more particularly described as follows:

COMMENCING at 1/4" iron rod found on a point in the east right-of-way line of Rock Ride Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of said Official Records, same being a west corner of said 103.5913 acre tract; Thence along the easterly right-of-way of said Rock Ride Lane, South 49°24'35" East a distance of 30.67 feet; Thence leaving said easterly right-of-way, North 68°19'44" East a distance of 762.22 feet; Thence North 01°20'27" East a distance of 414.74 feet; Thence South 88°21'06" West a distance of 60.55 feet; Thence North 01°14'50" West a distance of 113.49 feet; Thence North 88°21'06" East a distance of 59.80 feet; Thence South 01°37'33" East a distance of 87.29 feet to the POINT OF BEGINNING;

Thence South 88°06'30" East a distance of 335.84 feet; Thence South 01°53'30" West a distance of 20.00 feet; Thence North 88°06'30" West a distance of 334.61 feet; Thence North 01°37'33" West a distance of 20.04 feet to the POINT OF BEGINNING.

The 20' Wide Non-Exclusive Guy Wire Easement 3 contains 0.154 acres, or 6,704 square feet, of land.

j) Intentionally deleted.

k) Intentionally deleted.

l) Public Wastewater Easement between County of Williamson, Texas, a political subdivision of the State of Texas, and The Georgetown Independent School District, dated July 10, 2007 and recorded July 17, 2007 in (instrument) 2007060322, in Williamson County, Texas.

AFFECTS THE PARENT PARCEL, DOES AFFECT THE LEASE AREA – PLOTTED AND SHOWN HEREON

m) Georgetown Wastewater Easement between Williamson County, Texas, a political subdivision of the State of Texas; and City of Georgetown, a Texas home-rule municipal corporation, dated November 13, 2007 and recorded December 17, 2007 in (instrument) 2007103823, in Williamson County, Texas.

AFFECTS THE PARENT PARCEL, DOES AFFECT THE LEASE AREA – PLOTTED AND SHOWN HEREON

n) Georgetown Water Line Easement between William County, Texas, a political subdivision of the State of Texas; and City of Georgetown, a Texas home-rule municipal corporation, dated September 25, 2007 and recorded December 28, 2007 in (instrument) 2007106835, in Williamson County, Texas.

AFFECTS THE PARENT PARCEL, DOES AFFECT THE LEASE AREA – PLOTTED AND SHOWN HEREON

o) Intentionally deleted.

p) Intentionally deleted.

q) Terms and conditions of an unrecorded lease, as evidenced by d(n) Memorandum of Lease between Williamson County and Spire Tower US, LLC, a Delaware limited liability company, dated April 25, 2023 and recorded June 26, 2024 in (instrument) 2024050643, in Williamson County, Texas.
LEASE AREA IS THE SUBJECT OF THIS SURVEY

AS-BUILT SURVEY
near the intersection of County Rd 110
and the Georgetown Inner Loop
Georgetown, TX 78626
SITE ID#: TX189AE-A
SITE NAME: Georgetown 7, TX



SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307



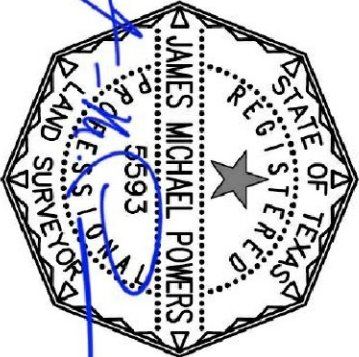
CERTA TOWER
SERVICES LLC
2926 State Road, #135
Cuyahoga Falls, OH 44223-1244
330.295.3673
orders@certasite.com
www.certasite.com



1917 S. Harvard Ave. Oklahoma City, OK 73128
PH: (405) 603-7842 Fax: (405) 603-7852
www.rpsurveying.com quotes@rpsurveying.com

Notes: This survey does not represent a boundary survey of the parent parcel.

Drawn By: MPB	Scale: None
Date: 07.30.24	Sheet: 2 of 6
Certa Project No. 2575	



NOTE:

The Leased area and associated improvements fall entirely within the Parent Parcel.

LEASE AREA DESCRIPTION (AS PROVIDED)

A 0.157 acre, or 6,829 square foot, tract of land situated in the William Addison Survey, Abstract No. 21, in Williamson County, Texas, being out of the remnant portion of a called 103.5913 acre tract of land, conveyed to Williamson County, Texas in a Special Warranty Deed recorded in Volume 2332, Page 141, of the Official records of Williamson County, Texas, said 0.157 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD83 (NAD2011) Epoch 2010.00:

Commencing at ½" iron rod found on a point in the east right-of-way line of RockRide Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of the Official Records, same being a west corner of said 103.5913 acre tract, from which a ½" iron rod found for the northeast corner of said 3.14 acre tract, same being the south west corner of a called 5.24 acre tract, recorded in Document No. 2014056419 of the Official Public Records of Williamson County, Texas, also being a point in the north right-of-way line of SE Inner Loop, a 120-foot public right-of-way recorded in Document No. 2006081859, of said Official Public Records, bears N 21°02'03" W, 348.42 feet;

THENCE N 49°24'35" E, departing the south boundary line of said 3.14 acre tract, along the east right-of-way line of said RockRide Ln, same being the west boundary line of the Remnant Portion of said 103.5913 acre tract, a distance of 30.67 feet, to a calculated point in the north boundary line of a called 2.692 acre tract, recorded in Document No. 2022006446 of said Official Public Records;

THENCE N 68°19'44" E, departing the east right-of-way line of said RockRide Ln, along the north boundary line of said 2.692 acre tract, same being the south boundary line of the remnant Portion of said 103.5913 acre tract, a distance of 762.22 feet, to a ½" iron rod found for an angle point of said 2.692 acre tract;

THENCE N 19°09'20" W, departing the north boundary line of said 2.692 acre tract, thought the interior of the Remnant Portion of said 103.5913 acre tract, a distance of 270.64 feet, to a calculated angle point for the southeast corner and POINT OF BEGINNING hereof;

THENCE, continuing through the interior of said 103.5913 acre tract, for the southerly, westerly, and northerly and easterly boundary lines hereof, the following four (4) courses and distances:

1. N 89°23'04" W, a distance of 60.93 feet, to a calculated angle point, for the southwest corner hereof,
 2. N 00°36'56" E, a distance of 112.08 feet, to a calculated angle point, for the northwest corner hereof, from which on iron rod with aluminum cap marked "WILLIAMSONSON COUNTY" found on a point of curvature in the east right-of-way line of said SE Inner Loop, bears N 20°22'51" W, 722.37 feet,
 3. S 89°23'04" E, a distance of 60.93 feet, to a calculated angle point, for the northeast corner hereof, and
 4. S 00°36'56" W, a distance of 112.08 feet, to the POINT OF BEGINNING, and containing 0.157 acres in Williamson County, Texas, said tract being described in accordance with a survey made on the ground and a survey map prepared by Geonet of Texas, LLCX, under the supervision of Josue B. Miranda Ortiz, Registered Professional Land Surveyor, License No. 6637, State of Texas, Job No. 10036-23, on March 23, 2023.
- Parcel ID R391812 and R643712 (portion of)

This being a portion of the same county conveyed to County of Williamson, Texas, a political subdivision of the State of Texas from Franklin Federal Bancorp, a federal savings bank in a deed, dated July 3, 1993 and recorded July 7, 1993 as Book 2332 Page 141.

This being the same land described in Memorandum of Lease between Williamson County and Univision Radio Broadcasting Texas, LP, dated April 25, 2023 and recorded June 26, 2024 in (Instrument) 2024050643, in Williamson County, Texas.

Public Wastewater Easement
Instrument 2007060322

Wastewater Easement
Instrument 2007103823

25' Waterline Easement
Instrument 2007106835

N 21°02'03" W
348.42'

Public - Asphalt

The east right-of-way line of Rock Ride Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of said Official Records, same being a west corner of said 103.5913 acre tract.

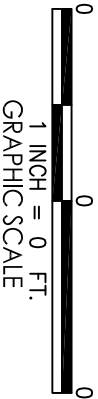
SE Inner Loop
180' Wide - Public - Asphalt Pavement

VESTED IN:
County of Williamson, Texas
Book 2332, Page 141
Parcel ID R391812
and R643712 (portion of)

Lease Area
As Surveyed

N 01°20'27" E
414.74'

Carlson Cove
Private - Grovel



SYMBOL LEGEND

- | | |
|---------------|-------------------------------|
| R/W | - Right-of-Way |
| P/L | - Property Line |
| P.O.B. | - Place/Point of Beginning |
| P.O.C. | - Place/Point of Commencement |
| (X) | - Schedule B-Section II Item |
| [Shaded Box] | - Shaded Easement Area |
| [Hatched Box] | - Hatched Easement Area |

AS-BUILT SURVEY
near the intersection of County Rd 110
and the Georgetown Inner Loop
Georgetown, TX 78626
SITE ID#: TX189AE-A
SITE NAME: Georgetown 7, TX



SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307

CERTA TOWER
SERVICES LLC
2926 State Road, #135
Cuyahoga Falls, OH 44223-1244
330.295.3673
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1917 S. Harvard Ave. Oklahoma City, OK 73128
PH: (405) 603-7842 Fax: (405) 603-7852
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Notes: This survey does not represent a boundary survey of the parent parcel.

Drawn By: MPB	Scale: 1" = 400'
Date: 07.30.24	Sheet: 3 of 6
Certa Project No. 2575	



LINE	BEARING	DISTANCE
L14	N 21°10'15" W	20.00'
L15	N 01°46'16" W	58.28'
L16	N 03°00'27" W	162.82'
L17	N 00°05'09" E	115.18'
L18	N 05°14'47" E	135.69'
L19	S 86°03'23" E	97.70'
L20	S 75°53'39" E	66.72'
L21	S 54°19'27" E	63.22'
L22	S 01°14'50" E	111.39'
L23	S 88°45'10" W	20.00'
L24	N 01°14'50" W	101.40'
L25	N 54°19'27" W	49.42'
L26	N 75°53'39" W	61.13'
L27	N 86°03'23" W	95.92'
L28	S 05°14'47" W	134.79'
L29	S 00°05'09" W	113.74'
L30	S 03°00'27" E	162.50'
L31	S 01°46'16" E	72.65'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	120.00'	185.77'	167.77'	N 49°35'42" E
C2	100.00'	154.87'	139.80'	S 49°35'42" W

NOTE:
The Leased area and associated improvements fall entirely within the Parent Parcel.

SE Inner Loop
180' Wide - Public - Asphalt Pavement

Rock Ride Lane
Public - Asphalt Pavement

P.O.B.-20' Wide Non-Exclusive Access & Utility Easement

P.O.C. - All Easements

1 INCH = 80 FT.
GRAPHIC SCALE

	- Concrete Area
	- Building Area
	- Shaded Easement Area
	- Hatched Easement Area



SYMBOL LEGEND

- R/W - Right-of-Way
- P/L - Property Line
- P.O.C. - Place/Point of Commencement
- P.O.B. - Place/Point of Beginning
- Surveyor's Observation
- Schedule B-Section II Item
- (X) - Utility Pole
- φ - Fence (As Noted)
- e - Underground Electric

ACCESS & UTILITY EASEMENT DETAIL SHEET

Lease Area
As provided per MOL
Recorded on June 26, 2024
Instrument #2024050643

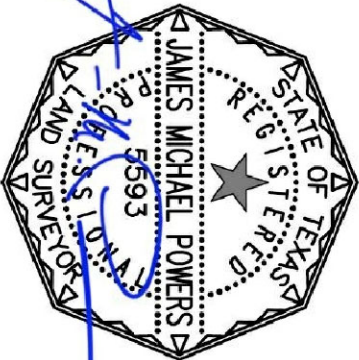
20' Wide Non-Exclusive Access & Utility Easement
27,735 Square Feet
0.637 Acres

20' Wide Non-Exclusive Guy Wire Easement 1
6,912 Square Feet
0.159 Acres

20' Wide Non-Exclusive Guy Wire Easement 3
6,704 Square Feet
0.154 Acres

20' Wide Non-Exclusive Guy Wire Easement 2
6,170 Square Feet
0.142 Acres

Lease Area
As Surveyed
6,829 Square Feet
0.157 Acres



Notes: This survey does not represent a boundary survey of the parent parcel.



CERTA TOWER SERVICES LLC
2926 State Road, #135
Cuyahoga Falls, OH 44223-1244
330.295.3673
orders@certasite.com
www.certasite.com



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AS-BUILT SURVEY

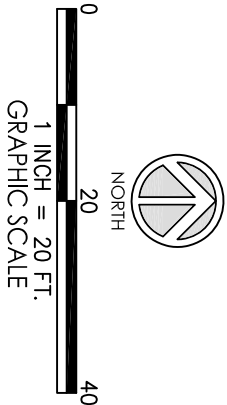
near the intersection of County Rd 110
and the Georgetown Inner Loop
Georgetown, TX 78626
SITE ID#: TX189AE-A
SITE NAME: Georgetown 7, TX



SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307

Drawn By: MPB	Scale: 1" = 80'
Date: 07.30.24	Sheet: 4 of 6
Certa Project No. 2575	

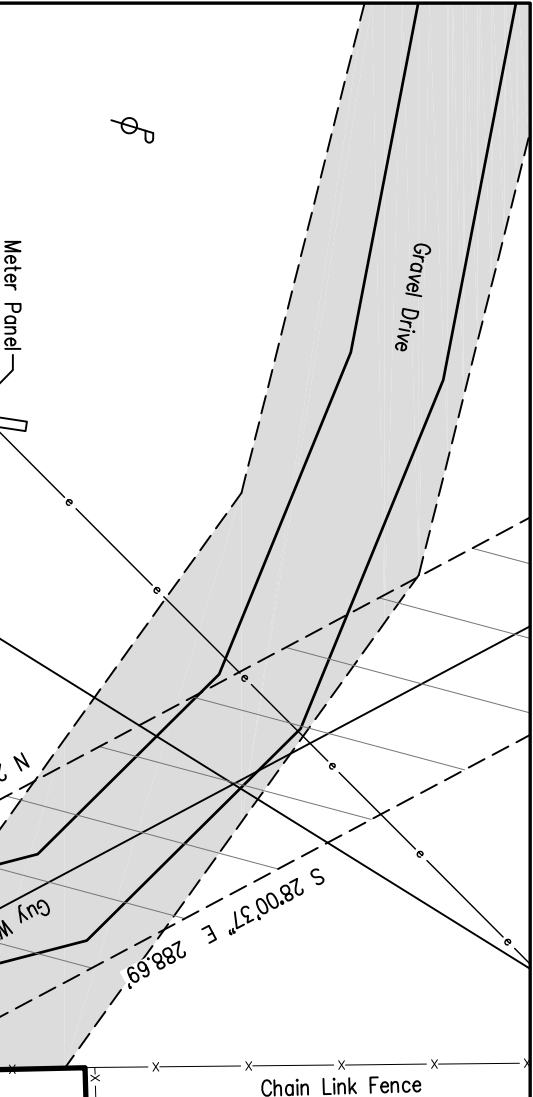
LINE	BEARING	DISTANCE
L1	S 88°21'06" W	60.55'
L2	N 01°14'50" W	113.49'
L3	N 88°21'06" E	59.80'
L4	S 01°37'33" E	113.49'
L5	S 88°21'06" W	33.69'
L6	N 58°04'29" W	20.00'
L7	N 88°21'06" E	24.00'
L8	N 01°14'50" W	49.48'
L9	N 61°59'23" E	20.00'
L10	S 01°14'50" E	44.41'
L11	S 01°37'33" E	87.29'
L12	S 01°53'30" W	20.00'
L13	N 01°37'33" W	20.04'



LEASE AREA
DETAIL SHEET

SYMBOL LEGEND

- Utility Pole
- Fence (As Noted)
- Underground Electric
- Concrete Area
- Building Area
- Shaded Easement Area
- Hatched Easement Area



20' Wide Non-Exclusive
Guy Wire Easement 2
6,170 Square Feet
0.142 Acres

P.O.B. - 20' Wide Non-Exclusive
Guy Wire Easement 3

20' Wide Non-Exclusive
Access & Utility Easement
27,735 Square Feet
0.637 Acres

20' Wide Non-Exclusive
Guy Wire Easement 1
6,912 Square Feet
0.159 Acres

Lease Area
As Surveyed
6,829 Square Feet
0.157 Acres

1 Story
Masonry
Equipment
Building

Center of Guyed Tower
Lot = N 30° 37' 22.11"
Long = W 97° 38' 33.61"

P.O.B. - 20' Wide Non-Exclusive
Guy Wire Easement 3

20' Wide Non-Exclusive
Guy Wire Easement 3
6,704 Square Feet
0.154 Acres

(P.O.B. - Lease Area)

P.O.B. - 20' Wide Non-Exclusive
Guy Wire Easement 1

N 31°55'31" E 338.98'

Guy Wire

S 31°55'31" W 352.25'

N 01°20'27" E 414.74'

P.O.C. tie line

NOTE:
The Leased area and associated
improvements fall entirely within
the Parent Parcel.

VESTED IN:
County of Williamson, Texas
Book 2332, Page 141
Parcel ID R391812
and R643712 (portion of)

Notes: This survey does not represent a
boundary survey of the parent parcel.

Drawn By: MPB Scale: 1" = 20'
Date: 07.30.24 Sheet: 6 of 6
Certa Project No. 2575



**CERTA TOWER
SERVICES LLC**
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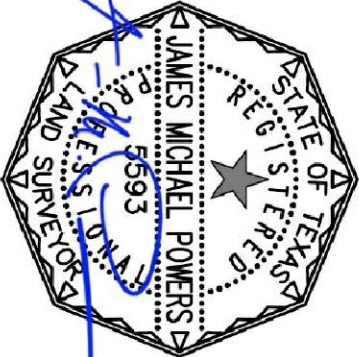
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AS-BUILT SURVEY

near the intersection of County Rd 110
and the Georgetown Inner Loop
Georgetown, TX 78626
SITE ID#: TX189AE-A
SITE NAME: Georgetown 7, TX



SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307



Instrument Prepared By:

SBA Towers XI, LLC
Elizabeth T. Chace
8051 Congress Avenue
Boca Raton, FL 33487
(561) 981-9917

Upon Recording Return to:

SBA Towers XI, LLC
Attn: Elizabeth T. Chace
8051 Congress Avenue
Boca Raton, FL 33487
(561) 981-9917
SBA Site ID: CA189AE-A, Georgetown 7, TX

CORRECTIVE MEMORANDUM OF LEASE

THIS CORRECTIVE MEMORANDUM OF LEASE (“**Corrective Memorandum**”) is made effective as of the last party’ execution below, by and between **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas (“**Landlord**”) having an address of 710 Main Street, Suite 101, Georgetown, Texas 78626 and **SBA TOWERS XI, LLC**, a Delaware limited liability company (herein “**Tenant**”), having a principal office located at 8051 Congress Avenue, Boca Raton, Florida 33487.

WHEREAS, Landlord and Tenant, as successor in interest to Spire Tower US, LLC, a Delaware limited liability company, entered into that certain Tower Site Lease Agreement dated April 25, 2023 (“**Lease Agreement**”), whereby Landlord leased to Tenant the Leased Premises (as such term is defined in the Lease Agreement), as evidenced by that certain Memorandum of Lease, recorded June 26, 2024, as File #2024050643, in the Public Records of Williamson County (“**Original Memorandum**”); and

Corrective Memorandum of Lease
TX189AE-A, Georgetown 7, TX

WHEREAS, Landlord and Tenant desire to enter into this Corrective Memorandum to correct the legal description of the Leased Premises attached as Exhibit "A" to the Original Memorandum.

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration including the rents reserved and the covenants and conditions more particularly set forth in the Lease Agreement, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. Exhibit "A" attached to the Original Memorandum is hereby deleted in its entirety and replaced with "**Exhibit A-1**" attached hereto.

{SIGNATURES APPEAR ON THE FOLLOWING PAGES}

IN WITNESS WHEREOF, the parties have executed this Corrective Memorandum as of the day and year first above written.

LANDLORD:

WILLIAMSON COUNTY, TEXAS, a
political subdivision of the State of Texas

By:

STATE OF TEXAS)
)
COUNTY OF WILLIAMSON)

On this ____ day of _____, 2024, before me, the undersigned Notary Public, personally appeared _____, the _____ of **WILLIAMSON COUNTY, TEXAS**, a political subdivision of the State of Texas ☐ personally known to me or ☐ provided _____ as identification, and proved to me on the basis of satisfactory evidence, to be the person whose names is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Signature of Notary Public

Printed name of Notary

Place Notary Seal and/or Stamp Above

Commission Number: _____
My Commission Expires _____

TENANT:

SBA TOWERS XI, LLC, a Delaware limited liability company

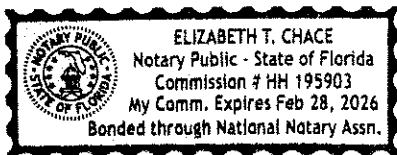
By: Neil Seidman
Neil Seidman, Senior Vice President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, this 23 day of October, 2024 by **Neil Seidman, Senior Vice President** of **SBA Towers XI, LLC**, a Delaware limited liability company, on behalf of the corporation. He is personally known to me.

WITNESS my hand this 23 day of October, 2024.

[NOTARIAL SEAL]



Elizabeth S. Chace
Printed Name: Elizabeth T. Chace
NOTARY PUBLIC
Commission Number: HH 195903
My Commission Expires: 2/28/2026

EXHIBIT "A-1"

LEASE AREA (AS SURVEYED)

Situated in the County of Williamson, and State of Texas. Known as being a part of tract of land situated in the William Addison Survey, Abstract No. 21 out of the remnant portion of a called 103.5913 acre tract of land, and being a 6,829 square foot Lease Area over and upon a parcel of land now or formerly conveyed to County of Williamson, Texas as recorded in Special Warranty Deed recorded in Volume 2332 at Page 141 of Williamson County Records and being more particularly described as follows:

COMMENCING at 1/4" iron rod found on a point in the east right-of-way line of Rock Ride Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of said Official Records, same being a west corner of said 103.5913 acre tract; Thence along the easterly right-of-way of said Rock Ride Lane, South 49°24'35" East a distance of 30.67 feet; Thence leaving said easterly right-of-way, North 68°19'44" East a distance of 762.22 feet; Thence North 01°20'27" East a distance of 414.74 feet to the POINT OF BEGINNING;

Thence South 88°21'06" West a distance of 60.55 feet; Thence North 01°14'50" West a distance of 113.49 feet; Thence North 88°21'06" East a distance of 59.80 feet; Thence South 01°37'33" East a distance of 113.49 feet to the POINT OF BEGINNING.

The Lease Area contains 0.157 acres, or 6,829 square feet, of land.

20' WIDE NON-EXCLUSIVE ACCESS & UTILITY EASEMENT (AS SURVEYED)

Situated in the County of Williamson, and State of Texas. Known as being a part of tract of land situated in the William Addison Survey, Abstract No. 21 out of the remnant portion of a called 103.5913 acre tract of land, and being a 6,829 square foot 20' Wide Non-Exclusive Access & Utility Easement over and upon a parcel of land now or formerly conveyed to County of Williamson, Texas as recorded in Special Warranty Deed recorded in Volume 2332 at Page 141 of Williamson County Records and being more particularly described as follows:

COMMENCING at 1/4" iron rod found on a point in the east right-of-way line of Rock Ride Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of said Official Records, same being a west corner of said 103.5913 acre tract; Thence along the easterly right-of-way of said Rock Ride Lane, North 49°24'35" West a distance of 106.85 feet to the POINT OF BEGINNING;

Thence North 21°10'15" West a distance of 20.00 feet; Thence North 68°49'45" East a distance of 408.12 feet; Thence North 01°46'16" West a distance of 58.28 feet; Thence North 03°00'27" West a distance of 162.82 feet; Thence North 00°05'09" East a distance of 115.18 feet; Thence North 05°14'47" East a distance of 135.69 feet; Thence along the arc of a curve to the right, said curve having a radius of 120.00 feet, an arc length of 185.77 feet, and a chord bearing of North 49°35'42" East, a distance of 167.77 feet; Thence South 86°03'23" East a distance of 97.70 feet; Thence South 75°53'39" East a distance of 66.72 feet; Thence South 54°19'27" East a distance of 63.22 feet; Thence South 01°14'50" East a distance of 111.39 feet; Thence South 88°45'10" West a distance of 20.00 feet; Thence North 01°14'50" West a distance of 101.40 feet; Thence North 54°19'27" West a distance of 49.42 feet; Thence North 75°53'39" West a distance of 61.13 feet; Thence North 86°03'23" West a distance of 95.92 feet; Thence along the arc of a curve to the left, said curve having a radius of 100.00 feet, an arc length of 154.81 feet, and a chord bearing of South 49°35'42" West, a distance of 139.80 feet; Thence South 05°14'47" West a distance of 134.79 feet; Thence South 00°05'09" West a distance of 113.74 feet; Thence South 03°00'27" East a distance of 162.50 feet; Thence South 01°46'16" East a distance of 72.65 feet; Thence South 68°49'45" West a distance of 422.28 feet to the POINT OF BEGINNING.

The 20' Wide Non-Exclusive Access & Utility Easement contains 0.637 acres, or 27,735 square feet, of land.

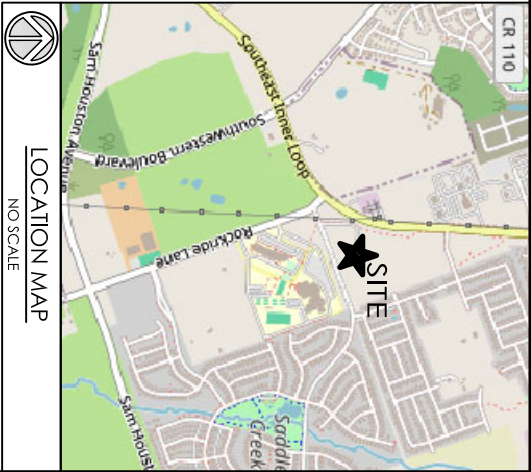
20' WIDE NON-EXCLUSIVE GUY WIRE EASEMENT #1 (AS SURVEYED)

Situated in the County of Williamson, and State of Texas. Known as being a part of tract of land situated in the William Addison Survey, Abstract No. 21 out of the remnant portion of a called 103.5913 acre tract of land, and being a 6,912 square foot 20' Wide Non-Exclusive Guy Wire Easement 1 over and upon a parcel of land now or formerly conveyed to County of Williamson, Texas as recorded in Special Warranty Deed recorded in Volume 2332 at Page 141 of Williamson County Records and being more particularly described as follows:

COMMENCING at 1/4" iron rod found on a point in the east right-of-way line of Rock Ride Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of said Official Records, same being a west corner of said 103.5913 acre tract; Thence along the easterly right-of-way of said Rock Ride Lane, South 49°24'35" East a distance of 30.67 feet; Thence leaving said easterly right-of-way, North 68°19'44" East a distance of 762.22 feet; Thence North 01°20'27" East a distance of 414.74 feet; Thence South 88°21'06" West a distance of 33.69 feet to the POINT OF BEGINNING;

Thence South 31°55'31" West a distance of 352.25 feet; Thence North 58°04'29" West a distance of 20.00 feet; Thence North 31°55'31" East a distance of 338.98 feet; Thence North 88°21'06" East a distance of 24.00 feet to the POINT OF BEGINNING.

The 20' Wide Non-Exclusive Guy Wire Easement 1 contains 0.159 acres, or 6,912 square feet, of land.



AS-BUILT SURVEY
near the intersection of County Rd 110
and the Georgetown Inner Loop
Georgetown, TX 78626
SITE ID#: TX189AE-A
SITE NAME: Georgetown 7, TX



SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307

BASIS OF BEARINGS

The meridian for all bearings shown hereon is the State of Texas Grid, Central Zone, NAD 83 (2011).

FLOOD ZONE

By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone X (Areas of minimal flood hazard) according to the Flood Insurance Rate Map for the City of Georgetown, County of Williamson, State of Texas, Community Panel No. 48491C0485F, Effective Date December 20, 2019.

ENCROACHMENTS

At the time of survey there were no visible encroachments onto or beyond the subject property.

CERTIFICATION

I, James M Powers, RPLS, CFedS, CP, a Texas Licensed Land Surveyor, License No. 5593, hereby certify to SBA Towers Xl, LLC:

Latitude and Longitude values for the center of the above-referenced tower are accurate to within +/- 15 feet horizontally.

HORIZONTAL DATUM: NAD83

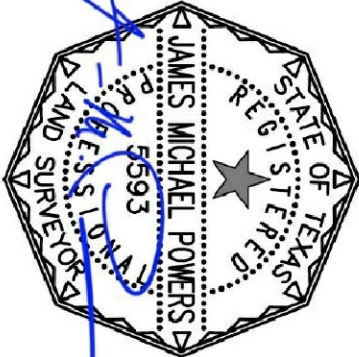
LATITUDE NORTH 30° 37' 22.11"
LONGITUDE WEST 97° 38' 33.61"

This surveyor has received and reviewed that certain Title Commitment No. SBA-181993-C issued by Westcor Land Title Insurance Company with an effective date of June 17, 2024 which proposes to insure the lands described under its Schedule A.

The surveyor has received and reviewed that the lands under said Schedule A of the Title Commitment contain or include the lands described in and depicted on this survey.

The surveyor has reviewed that the items of record and identified under Schedule B-2 of said Title Commitment encumber the lands described on this survey, but said items will not interfere with the location of the insured lands, including the lease area and any and all access and utility easement areas.

By: _____
James M Powers, RPLS, CFedS, CP
Licensed Land Surveyor, No. 5593
Expiration Date: 12/31/2024
Date of Survey: July 22, 2024



Notes: This survey does not represent a boundary survey of the parent parcel.

Drawn By: MPB	Scale: None
Date: 07.30.24	Sheet: 1 of 6
Certa Project No. 2575	



CERTA TOWER SERVICES LLC
2926 State Road, #135
Cuyahoga Falls, OH 44223-1244
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20' WIDE NON-EXCLUSIVE GUY WIRE EASEMENT #2(AS SURVEYED)

Situated in the County of Williamson, and State of Texas. Known as being a part of tract of land situated in the William Addison Survey, Abstract No. 21 out of the remnant portion of a called 103.5913 acre tract of land, and being a 6,170 square foot 20' Wide Non-Exclusive Guy Wire Easement 2 over and upon a parcel of land now or formerly conveyed to County of Williamson, Texas as recorded in Special Warranty Deed recorded in Volume 2332 at Page 141 of Williamson County Records and being more particularly described as follows:

COMMENCING at 1/4" iron rod found on a point in the east right-of-way line of Rock Ride Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of said Official Records, same being a west corner of said 103.5913 acre tract; Thence along the easterly right-of-way of said Rock Ride Lane, South 49°24'35" East a distance of 30.67 feet; Thence leaving said easterly right-of-way, North 68°19'44" East a distance of 762.22 feet; Thence North 01°20'27" East a distance of 414.74 feet; Thence South 88°21'06" West a distance of 60.55 feet; Thence North 01°14'50" West a distance of 49.48 feet to the POINT OF BEGINNING;

Thence North 28°00'37" West a distance of 328.34 feet; Thence North 61°59'23" East a distance of 20.00 feet; Thence South 28°00'37" East a distance of 288.69 feet; Thence South 01°14'50" East a distance of 44.41 feet to the POINT OF BEGINNING.

The 20' Wide Non-Exclusive Guy Wire Easement 2 contains 0.142 acres, or 6,170 square feet, of land.

WESTCOR LAND TITLE INSURANCE COMPANY
COMMITMENT NO. SBA-181993-C - DATED 06.17.2024

SCHEDULE B:

Numbers correspond with survey-related Schedule B exception items contained in the above referenced Title Commitment.

10. The following matters and all terms of the documents creating or offering evidence of the matters. (We must insert matters or delete this exception.):

1) to 10d) are standard exceptions.

e) Rights of fee simple owners, as identified in Schedule A 3 of the Title Commitment, in and to the subject property

LEASE AREA IS THE SUBJECT OF THIS SURVEY

f) Rights of fee simple owners pursuant to the Tower Lease Agreement, as identified per Exception #10.g of Schedule B.

LEASE AREA IS THE SUBJECT OF THIS SURVEY

g) Terms, provisions, covenants, conditions, restrictions, easements, charges, assessments and liens provided in the below exception number 10 but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (g) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

AFFECTS THE PARENT PARCEL – NOT A SURVEY RELATED ITEM

h) Intentionally deleted.

i) Intentionally deleted.

20' WIDE NON-EXCLUSIVE GUY WIRE EASEMENT #3(AS SURVEYED)

Situated in the County of Williamson, and State of Texas. Known as being a part of tract of land situated in the William Addison Survey, Abstract No. 21 out of the remnant portion of a called 103.5913 acre tract of land, and being a 6,704 square foot 20' Wide Non-Exclusive Guy Wire Easement 3 over and upon a parcel of land now or formerly conveyed to County of Williamson, Texas as recorded in Special Warranty Deed recorded in Volume 2332 at Page 141 of Williamson County Records and being more particularly described as follows:

COMMENCING at 1/4" iron rod found on a point in the east right-of-way line of Rock Ride Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of said Official Records, same being a west corner of said 103.5913 acre tract; Thence along the easterly right-of-way of said Rock Ride Lane, South 49°24'35" East a distance of 30.67 feet; Thence leaving said easterly right-of-way, North 68°19'44" East a distance of 762.22 feet; Thence North 01°20'27" East a distance of 414.74 feet; Thence South 88°21'06" West a distance of 60.55 feet; Thence North 01°14'50" West a distance of 113.49 feet; Thence North 88°21'06" East a distance of 59.80 feet; Thence South 01°37'33" East a distance of 87.29 feet to the POINT OF BEGINNING;

Thence South 88°06'30" East a distance of 335.84 feet; Thence South 01°53'30" West a distance of 20.00 feet; Thence North 88°06'30" West a distance of 334.61 feet; Thence North 01°37'33" West a distance of 20.04 feet to the POINT OF BEGINNING.

The 20' Wide Non-Exclusive Guy Wire Easement 3 contains 0.154 acres, or 6,704 square feet, of land.

j) Intentionally deleted.

k) Intentionally deleted.

l) Public Wastewater Easement between County of Williamson, Texas, a political subdivision of the State of Texas, and The Georgetown Independent School District, dated July 10, 2007 and recorded July 17, 2007 in (instrument) 2007060322, in Williamson County, Texas.

AFFECTS THE PARENT PARCEL, DOES AFFECT THE LEASE AREA – PLOTTED AND SHOWN HEREON

m) Georgetown Wastewater Easement between Williamson County, Texas, a political subdivision of the State of Texas; and City of Georgetown, a Texas home-rule municipal corporation, dated November 13, 2007 and recorded December 17, 2007 in (instrument) 2007103823, in Williamson County, Texas.

AFFECTS THE PARENT PARCEL, DOES AFFECT THE LEASE AREA – PLOTTED AND SHOWN HEREON

n) Georgetown Water Line Easement between William County, Texas, a political subdivision of the State of Texas; and City of Georgetown, a Texas home-rule municipal corporation, dated September 25, 2007 and recorded December 28, 2007 in (instrument) 2007106835, in Williamson County, Texas.

AFFECTS THE PARENT PARCEL, DOES AFFECT THE LEASE AREA – PLOTTED AND SHOWN HEREON

o) Intentionally deleted.

p) Intentionally deleted.

q) Terms and conditions of an unrecorded lease, as evidenced by d(n) Memorandum of Lease between Williamson County and Spire Tower US, LLC, a Delaware limited liability company, dated April 25, 2023 and recorded June 26, 2024 in (instrument) 2024050643, in Williamson County, Texas.

LEASE AREA IS THE SUBJECT OF THIS SURVEY

AS-BUILT SURVEY
near the intersection of County Rd 110
and the Georgetown Inner Loop
Georgetown, TX 78626
SITE ID#: TX189AE-A
SITE NAME: Georgetown 7, TX



SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307

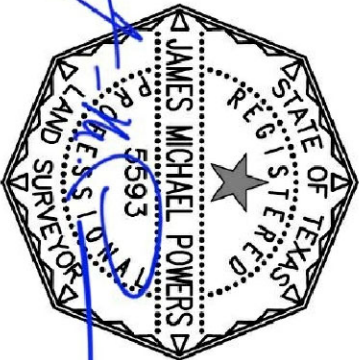
CERTA TOWER SERVICES LLC
2926 State Road, #135
Cuyahoga Falls, OH 44223-1244
330.295.3673
orders@certasite.com
www.certasite.com



1917 S. Harvard Ave. Oklahoma City, OK 73128
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www.rpsurveying.com quotes@rpsurveying.com

Notes: This survey does not represent a boundary survey of the parent parcel.

Drawn By: MPB	Scale: None
Date: 07.30.24	Sheet: 2 of 6
Certa Project No. 2575	



NOTE:

The Leased area and associated improvements fall entirely within the Parent Parcel.

LEASE AREA DESCRIPTION (AS PROVIDED)

A 0.157 acre, or 6,829 square foot, tract of land situated in the William Addison Survey, Abstract No. 21, in Williamson County, Texas, being out of the remnant portion of a called 103.5913 acre tract of land, conveyed to Williamson County, Texas in a Special Warranty Deed recorded in Volume 2332, Page 141, of the Official records of Williamson County, Texas, said 0.157 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD83 (NAD2011) Epoch 2010.00:

Commencing at ½" iron rod found on a point in the east right-of-way line of RockRide Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of the Official Records, same being a west corner of said 103.5913 acre tract, from which a ½" iron rod found for the northeast corner of said 3.14 acre tract, same being the south west corner of a called 5.24 acre tract, recorded in Document No. 2014056419 of the Official Public Records of Williamson County, Texas, also being a point in the north right-of-way line of SE Inner Loop, a 120-foot public right-of-way recorded in Document No. 2006081859, of said Official Public Records, bears N 21°02'03" W, 348.42 feet;

THENCE N 49°24'35" E, departing the south boundary line of said 3.14 acre tract, along the east right-of-way line of said RockRide Ln, same being the west boundary line of the Remnant Portion of said 103.5913 acre tract, a distance of 30.67 feet, to a calculated point in the north boundary line of a called 2.692 acre tract, recorded in Document No. 2022006446 of said Official Public Records;

THENCE N 68°19'44" E, departing the east right-of-way line of said RockRide Ln, along the north boundary line of said 2.692 acre tract, same being the south boundary line of the remnant Portion of said 103.5913 acre tract, a distance of 762.22 feet, to a ½" iron rod found for an angle point of said 2.692 acre tract;

THENCE N 19°09'20" W, departing the north boundary line of said 2.692 acre tract, thought the interior of the Remnant Portion of said 103.5913 acre tract, a distance of 270.64 feet, to a calculated angle point for the southeast corner and POINT OF BEGINNING hereof;

THENCE, continuing through the interior of said 103.5913 acre tract, for the southerly, westerly, and northerly and easterly boundary lines hereof, the following four (4) courses and distances:

1. N 89°23'04" W, a distance of 60.93 feet, to a calculated angle point, for the southwest corner hereof,
 2. N 00°36'56" E, a distance of 112.08 feet, to a calculated angle point, for the northwest corner hereof, from which on iron rod with aluminum cap marked "WILLIAMSONSON COUNTY" found on a point of curvature in the east right-of-way line of said SE Inner Loop, bears N 20°22'51" W, 722.37 feet,
 3. S 89°23'04" E, a distance of 60.93 feet, to a calculated angle point, for the northeast corner hereof, and
 4. S 00°36'56" W, a distance of 112.08 feet, to the POINT OF BEGINNING, and containing 0.157 acres in Williamson County, Texas, said tract being described in accordance with a survey made on the ground and a survey map prepared by Geonet of Texas, LLCX, under the supervision of Josue B. Miranda Ortiz, Registered Professional Land Surveyor, License No. 6637, State of Texas, Job No. 10036-23, on March 23, 2023.
- Parcel ID R391812 and R643712 (portion of)

This being a portion of the same county conveyed to County of Williamson, Texas, a political subdivision of the State of Texas from Franklin Federal Bancorp, a federal savings bank in a deed, dated July 3, 1993 and recorded July 7, 1993 as Book 2332 Page 141.

This being the same land described in Memorandum of Lease between Williamson County and Univision Radio Broadcasting Texas, LP, dated April 25, 2023 and recorded June 26, 2024 in (instrument) 2024050643, in Williamson County, Texas.

Carlson Cove

Public Wastewater Easement
Instrument 2007060322

Wastewater Easement
Instrument 2007103823

25' Waterline Easement
Instrument 2007106835

N 21°02'03" W
348.42'

Public - Asphalt

Rock Ride Lane

The east right-of-way line of Rock Ride Ln, a variable width public right-of-way, said point being the easternmost southeast corner of a called 3.14 acre tract, recorded in Document No. 9739302 of said Official Records, same being a west corner of said 103.5913 acre tract.

SE Inner Loop

180' Wide - Public - Asphalt Pavement

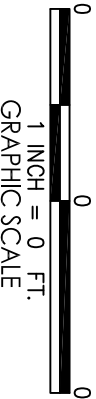
VESTED IN:

County of Williamson, Texas
Book 2332, Page 141
Parcel ID R391812
and R643712 (portion of)

Lease Area
As Surveyed

N 01°20'27" E
414.74'

Private - Grovel



SYMBOL LEGEND

R/W	Right-of-Way
P/L	Property Line
P.O.B.	Place/Point of Beginning
P.O.C.	Place/Point of Commencement
(X)	Schedule B-Section II Item
[Shaded Box]	Shaded Easement Area
[Hatched Box]	Hatched Easement Area

AS-BUILT SURVEY
near the intersection of County Rd 110
and the Georgetown Inner Loop
Georgetown, TX 78626
SITE ID#: TX189AE-A
SITE NAME: Georgetown 7, TX



SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307



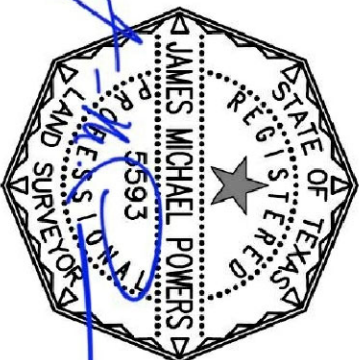
CERTA TOWER
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Notes: This survey does not represent a boundary survey of the parent parcel.

Drawn By: MPB Scale: 1" = 400'
Date: 07.30.24 Sheet: 3 of 6
Certa Project No. 2575



LINE	BEARING	DISTANCE
L14	N 21°10'15" W	20.00'
L15	N 01°46'16" W	58.28'
L16	N 03°00'27" W	162.82'
L17	N 00°05'09" E	115.18'
L18	N 05°14'47" E	135.69'
L19	S 86°03'23" E	97.70'
L20	S 75°53'39" E	66.72'
L21	S 54°19'27" E	63.22'
L22	S 01°14'50" E	111.39'
L23	S 88°45'10" W	20.00'
L24	N 01°14'50" W	101.40'
L25	N 54°19'27" W	49.42'
L26	N 75°53'39" W	61.13'
L27	N 86°03'23" W	95.92'
L28	S 05°14'47" W	134.79'
L29	S 00°05'09" W	113.74'
L30	S 03°00'27" E	162.50'
L31	S 01°46'16" E	72.65'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	120.00'	185.77'	167.77'	N 49°35'42" E
C2	100.00'	154.87'	139.80'	S 49°35'42" W

NOTE:
The Leased area and associated improvements fall entirely within the Parent Parcel.

SE Inner Loop
180' Wide - Public - Asphalt Pavement

Rock Ride Lane
Public - Asphalt Pavement

P.O.B.-20' Wide Non-Exclusive Access & Utility Easement

P.O.C. - All Easements

1 INCH = 80 FT.
GRAPHIC SCALE

	- Concrete Area
	- Building Area
	- Shaded Easement Area
	- Hatched Easement Area



SYMBOL LEGEND

- R/W - Right-of-Way
- P/L - Property Line
- P.O.C. - Place/Point of Commencement
- P.O.B. - Place/Point of Beginning
- Surveyor's Observation
- Schedule B-Section II Item
- (X) - Utility Pole
- φ - Fence (As Noted)
- e - Underground Electric

ACCESS & UTILITY EASEMENT DETAIL SHEET

Lease Area
As provided per MOL
Recorded on June 26, 2024
Instrument #2024050643

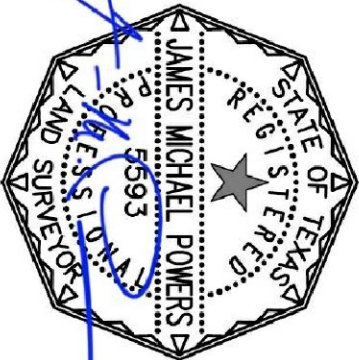
20' Wide Non-Exclusive Access & Utility Easement
27,735 Square Feet
0.637 Acres

20' Wide Non-Exclusive Guy Wire Easement 1
6,912 Square Feet
0.159 Acres

20' Wide Non-Exclusive Guy Wire Easement 3
6,704 Square Feet
0.154 Acres

20' Wide Non-Exclusive Guy Wire Easement 2
6,170 Square Feet
0.142 Acres

Lease Area
As Surveyed
6,829 Square Feet
0.157 Acres



Notes: This survey does not represent a boundary survey of the parent parcel.



CERTA TOWER SERVICES LLC
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AS-BUILT SURVEY

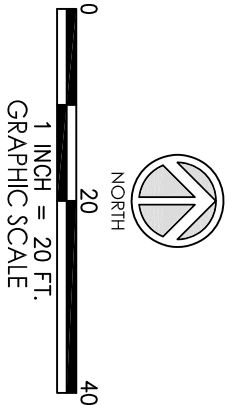
near the intersection of County Rd 110
and the Georgetown Inner Loop
Georgetown, TX 78626
SITE ID#: TX189AE-A
SITE NAME: Georgetown 7, TX



SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307

Drawn By: MPB	Scale: 1" = 80'
Date: 07.30.24	Sheet: 4 of 6
Certa Project No. 2575	

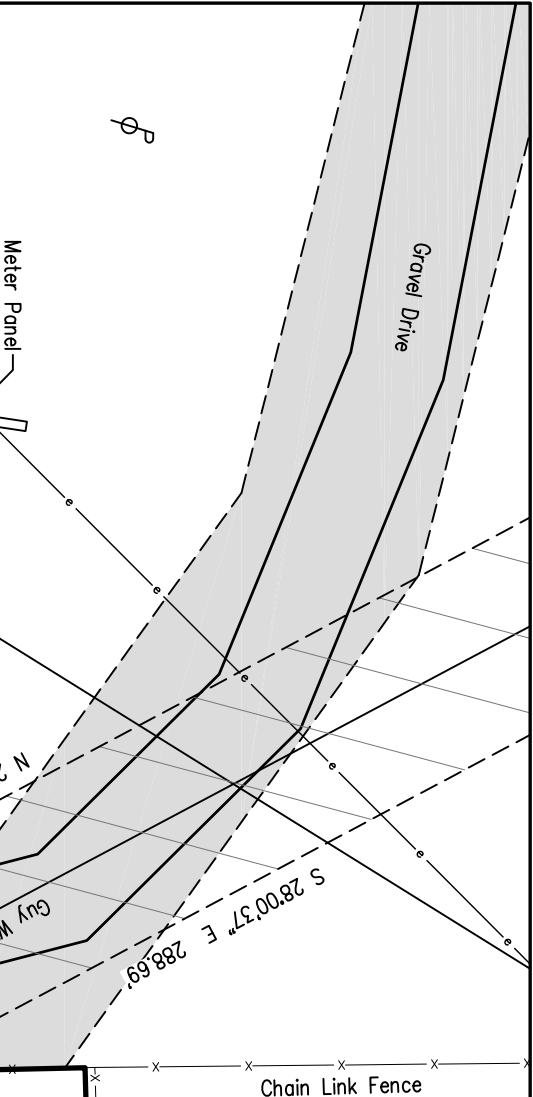
LINE	BEARING	DISTANCE
L1	S 88°21'06" W	60.55'
L2	N 01°14'50" W	113.49'
L3	N 88°21'06" E	59.80'
L4	S 01°37'33" E	113.49'
L5	S 88°21'06" W	33.69'
L6	N 58°04'29" W	20.00'
L7	N 88°21'06" E	24.00'
L8	N 01°14'50" W	49.48'
L9	N 61°59'23" E	20.00'
L10	S 01°14'50" E	44.41'
L11	S 01°37'33" E	87.29'
L12	S 01°53'30" W	20.00'
L13	N 01°37'33" W	20.04'



LEASE AREA
DETAIL SHEET

SYMBOL LEGEND

- Utility Pole
- Fence (As Noted)
- Underground Electric
- Concrete Area
- Building Area
- Shaded Easement Area
- Hatched Easement Area



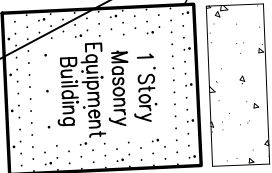
20' Wide Non-Exclusive
Guy Wire Easement 2
6,170 Square Feet
0.142 Acres

P.O.B. - 20' Wide Non-Exclusive
Guy Wire Easement 3

20' Wide Non-Exclusive
Access & Utility Easement
27,735 Square Feet
0.637 Acres

20' Wide Non-Exclusive
Guy Wire Easement 1
6,912 Square Feet
0.159 Acres

Lease Area
As Surveyed
6,829 Square Feet
0.157 Acres



Center of Guyed Tower
Lot = N 30° 37' 22.11"
Long = W 97° 38' 33.61"

P.O.B. - 20' Wide Non-Exclusive
Guy Wire Easement 3

20' Wide Non-Exclusive
Guy Wire Easement 3
6,704 Square Feet
0.154 Acres

(P.O.B. - Lease Area)

N 01°20'27" E 414.74'
P.O.C. tie line

P.O.B. - 20' Wide Non-Exclusive
Guy Wire Easement 1

NOTE:
The Leased area and associated
improvements fall entirely within
the Parent Parcel.

VESTED IN:

County of Williamson, Texas
Book 2332, Page 141
Parcel ID R391812
and R643712 (portion of)

Notes: This survey does not represent a
boundary survey of the parent parcel.

Drawn By: MPB Scale: 1" = 20'
Date: 07.30.24 Sheet: 6 of 6
Certa Project No. 2575



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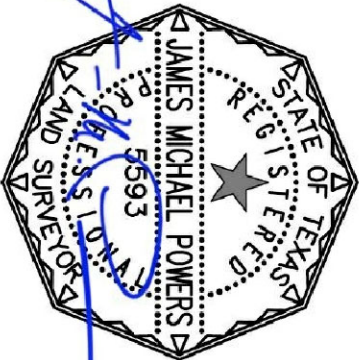
AS-BUILT SURVEY

near the intersection of County Rd 110
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Georgetown, TX 78626

SITE ID#: TX189AE-A
SITE NAME: Georgetown 7, TX



SBA Network Services, LLC
8051 Congress Avenue
Boca Raton, FL 33487-1307



Commissioners Court - Regular Session**5.****Meeting Date:** 10/29/2024

Lamar Sign Leases

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on two Billboard Sign Location Lease Agreements between Williamson County, Texas and Lamar Advantage Holding Company, LLC DBA The Lamar Companies relating to two outdoor advertising billboard signs located at 9850 N. IH-35 Jarrell, Texas 76537.

Background

Lamar Companies leased the existing sign locations on property south of Jarrell, Texas from the county's predecessor in interest. The county purchased the property for future road expansion and there was a need to formalize and memorialize Lamar Companies' continued use of the two sign locations.

Fiscal Impact

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

Attachments

Lamar North Sign Location Lease

Lamar South Sign Location Lease

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 10/24/2024

Reviewed By

Becky Pruitt

Date

10/24/2024 09:51 AM

Started On: 10/24/2024 09:12 AM

BILLBOARD SIGN LOCATION LEASE

THIS BILLBOARD SIGN LOCATION LEASE AGREEMENT (the "Lease") is made between **Williamson County, Texas**, a political subdivision of the State of Texas, hereafter called "Lessor", and **Lamar Advantage Holding Company, LLC DBA The Lamar Companies**, hereafter called "Lessee".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE BILLBOARD SIGN AND SIGN LOCATION. Lessor hereby leases and grants to Lessee the right to use a portion of an approximate 5.735 acre tract of land out of the Antonio Manchaca Survey Abstract No. 421 in Williamson County, Texas conveyed in September, 2002 to BE Theon East Partnership No. 2, Ltd. by Warranty Deed recorded in the Official Public Records of Williamson County, Texas under Document No. 2002069915 and being designated as 9850 N. IH-35 Jarrell, Texas 76537 (the "Leased Premises"), with free access over and across the Leased Premises, for the purposes of constructing, installing, operating, maintaining, servicing, altering, replacing, relocating or removing a 12' by 36' outdoor advertising structure located at the north end of Leased Premises, including supporting structures, illumination facilities and connections, display panels, and other appurtenances and ancillary equipment (collectively the "Sign"), and the right to post, illuminate and maintain advertisements on the Sign, and to modify the Sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by applicable local and state law. Lessor also grants to Lessee and/or its agents, contractors, subcontractors, permitted sublessees and permitted assigns (i) the right to provide, establish, install and maintain electrical power to the Sign at Lessee's expense, and (ii) the right to place incidental and ancillary equipment onto and add any commercially reasonable use to the Sign, including but not limited to wireless or telecommunication devices. The Parties acknowledge that, except as otherwise provided for herein, the Sign shall remain at its present location within the Leased Premises as described in Exhibit "A" attached hereto (the "Sign Location") and any discrepancies or errors in the Sign Location and/or the orientation of the Sign have been waived.

I. TERM OF LEASE.

The term of this Lease shall be a period of Five (5) years, commencing on June 12, 2024 ("Commencement Date"), and ending on midnight on June 11, 2029 ("Term"). Each one-year period following the Commencement Date shall be referred to herein as a "Lease Year."

II. RENTAL.

A. Rental. Lessee shall pay, without demand, deduction or offset, to Lessor the annual rental of \$4,000.00 ("Annual Rent"), payable annually in advance, subject to any adjustments or additional terms contained in Exhibit "B" attached hereto and incorporated herein ("Additional Rental Terms"), with the first installment due upon the Commencement Date. Rents shall be paid at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

B. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any rents when due, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

III. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Remedy for Non-Payment: If Lessee should fail to pay any taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

IV. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required in and to the Sign. Such utility services shall include but not limited to electricity, telephone, IT communication services, and alarm monitoring systems. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Sign.

V. ACCESS TO LEASED PREMISES. Lessor agrees that, during the Term of this Lease, Lessee shall have reasonable ingress and egress to the Sign for the purpose of maintenance and repairs to the Sign. For purposes of such ingress and egress, Lessee shall be allowed to use the existing unimproved road/path that provides access to the Sign, as depicted in the aerial imagery set out in Exhibit "A." Lessee hereby agrees and acknowledges that all necessary maintenance in

relation to the unimproved road/path for Lessee's access to the Sign shall be the sole obligation, cost and responsibility of Lessee.

VI. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE SIGN BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLIGENCE OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLIGENCE, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL REASONABLE ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING REASONABLE ATTORNEYS' FEES ON APPEAL.

B. Insurance. Insurance. In order to ensure the fulfillment of the above referenced indemnity provision and protect Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, the following insurance:

1. Commercial General Liability Policy in the minimum amount of One Million Dollars (\$1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar (\$2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury;
2. Damages to Rented Premises coverage in the minimum amount of \$100,000; and
3. Medical Expenses coverage in the minimum amount of \$10,000.

The required insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and **name Lessor as an additional insured**. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is

paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Sign owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

VII. SUBORDINATION. This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

VIII. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of commercial advertisement, to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance.

B. Not to use the Leased Premises for law firm/legal representation advertisements, political advertisements or for any purposes that would be considered to be obscene pursuant to state and/or federal laws, any use that would be defamatory to Lessor, or any use that would otherwise place the name and reputation of Lessor in disrepute.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

D. Lessee agrees that it will make all necessary alterations, additions, and improvements in or to the Sign at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work or use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.**

E. Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to Leased Premises and/or any improvements situated thereon.

F. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Sign which are mandated or otherwise may be required by a local municipality, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Sign to cause the

Sign and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, state, federal and local accessibility legal requirements, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. Lessee shall also make any necessary applications with, or obtain permits or entitlements from, governmental bodies for the construction, operation, maintenance and removal of Lessee's Sign. The Sign and all such permits and entitlements obtained by Lessee, as well as any nonconforming rights pertaining to the sign, shall remain the property of the Lessee. The allocation of responsibility to Lessee for compliance with such legal requirements with respect to the Sign is a material inducement for the parties to enter this Lease. The cost incurred for any required alterations and any permits shall be borne solely by Lessee and all alterations shall comply with the terms of this Lease.

G. Maintain and perform all minor and major repairs to the Sign.

IX. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. To not erect or allow to be erected any other off-premise advertising structure(s), other than Lessee's, on property owned or controlled by Lessor within two thousand (2,000) feet of Lessee's Sign or erect or allow to be erected any other structure or allow any vegetation that may obstruct the roadway view of Lessee's Sign. Lessor hereby authorizes Lessee, at Lessee's option, to remove any such obstruction of Lessee's Sign.

X. OWNERSHIP AND REMOVAL OF LESSEE'S PROPERTY. Lessor agrees and acknowledges that, at all times during this Lease, the Sign shall remain the property of Lessee. In the event of any termination of this Lease, expiration of this Lease or upon any abandonment by Lessee, Lessee agrees to, within ninety (90) calendar days of such termination, expiration or abandonment, remove the Sign and all of Lessee's property, including any removal structures, from the Leased Premises, and to restore the surface of the Leased Premises to its original condition, less ordinary wear-and-tear. In the event that Lessee fails to comply with this section, Lessor shall have the right to remove the Sign and all of Lessee's property and Lessee hereby agrees to pay the costs incurred by Lessor within ten (10) calendar days after Lessee has received Lessor's demand for payment, as evidenced by return receipt of registered or certified letter.

XI. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

XII. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

XIII. VOLUNTARY TERMINATION.

A. Lessor or Lessee may terminate this Lease, without cause or liability, upon giving One Hundred Eighty (180) days written notice to the other party. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

B. Should Lessee be prevented from constructing or maintaining the Sign on Leased the Premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, Lessee may, at its sole discretion, elect to immediately terminate this Lease without any obligation or liabilities due to Lessor. Additionally, Lessee may terminate this Lease upon providing thirty (30) days' written notice to Lessor in the event the Sign becomes entirely or partially obstructed in any way or, in Lessee's sole opinion, the location becomes economically or otherwise undesirable. Upon termination of this Lease prior to expiration in accordance with this provision, Lessor shall return to Lessee any unearned prepaid rentals on a pro rata basis.

XIV. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed

for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

XV. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

XVI. RIGHT TO SELL. It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Leased Premises, at any time during any term of this Lease. If during this Lease, the Leased Premises is sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) days from the date in which Lessor gives Lessee notice that the Leased Premises, has been sold, Lessee shall vacate Leased Premises.

XVII. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

XVIII. LIMITATIONS OF WARRANTIES.

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN,

PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE SIGN, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS, WHERE IS” CONDITION AND BASIS “WITH ALL FAULTS”. LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

XIX. CONDEMNATION. If during any term of this Lease, the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or is sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. Any and all payments made for or arising from any such taking or for damages to the Lessee's Sign, permits and leasehold interest resulting therefrom shall belong and be payable entirely to Lessee; and any and all payments made for or arising from any such taking or for damages to the Lessor's Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

XX. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Director of Facilities for Williamson County (or as otherwise designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the

Lessee.

Lessor's lease administrator and property manager contact information is as follows:

Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

XXI. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE: At the address set forth below the Lessee's signature block
herein below

Notices to Lessee may also be mailed or delivered to the Sign and proof of mailing or posting of those notices to the Sign will be deemed the equivalent of personal service on Lessee.

XXII. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

XXIII. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

XXIV. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

XXV. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and

intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

XXVI. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

XXVII. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

XXVIII. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

XXIX. PRO-RATA PROPORTIONS. If this Lease should terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the termination date shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period and any percentage rental to be paid as provided in this Lease with respect to full term of the Lease.

XXX. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Sign and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Sign. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____, 20____

LESSEE:

**LAMAR ADVANTAGE HOLDING COMPANY, LLC,
DBA THE LAMAR COMPANIES**

By: _____

Printed Name: Arian Reader

Representative
Capacity: GM, VP

Date: 10/24, 2024

Address for Notice:
7020 US Hwy 290 East
Austin, Texas 78723

Exhibit "A"

Sign Location



Image of the Sign



Exhibit "B"
Additional Rental Terms

Lessee shall pay the greater of the Annual Rent specified in Article II. of this Lease or 20% of the Sign's Annual Gross Revenue (defined below). The amount (if any) by which this percentage calculation exceeds the Annual Rent ("Revenue Share Rent") shall be due and payable within sixty (60) days following the end of each Lease Year. If the product of this percentage calculation is either less than or equal to the Annual Rent paid to Lessor for the corresponding Lease Year, then no Revenue Share Rent shall be due and payable by Lessee. For the purposes of calculating Revenue Share Rent, "Annual Gross Revenue" shall be defined as the total amount invoiced to advertisers by Lessee for advertising space provided on the Sign during the stated Lease Year. Within sixty (60) days following the end of each Lease Year, Lessee shall provide an annual statement to Lessor memorializing Lessee's Annual Gross Revenue and calculation of Percentage Rent.

BILLBOARD SIGN LOCATION LEASE

THIS BILLBOARD SIGN LOCATION LEASE AGREEMENT (the "Lease") is made between **Williamson County, Texas**, a political subdivision of the State of Texas, hereafter called "Lessor", and **Lamar Advantage Holding Company, LLC DBA The Lamar Companies**, hereafter called "Lessee".

The parties agree as follows:

AGREEMENT TO LEASE AND DESCRIPTION OF THE BILLBOARD SIGN AND SIGN LOCATION. Lessor hereby leases and grants to Lessee the right to use a portion of an approximate 5.735 acre tract of land out of the Antonio Manchaca Survey Abstract No. 421 in Williamson County, Texas conveyed in September, 2002 to BE Theon East Partnership No. 2, Ltd. by Warranty Deed recorded in the Official Public Records of Williamson County, Texas under Document No. 2002069915 and being designated as 9850 N. IH-35 Jarrell, Texas 76537 (the "Leased Premises"), with free access over and across the Leased Premises, for the purposes of constructing, installing, operating, maintaining, servicing, altering, replacing, relocating or removing a 14' by 48' outdoor advertising structure located at the south end of Leased Premises, including supporting structures, illumination facilities and connections, display panels, and other appurtenances and ancillary equipment (collectively the "Sign"), and the right to post, illuminate and maintain advertisements on the Sign, and to modify the Sign to have as many advertising faces, including changeable copy faces or electronic faces, as are allowed by applicable local and state law. Lessor also grants to Lessee and/or its agents, contractors, subcontractors, permitted sublessees and permitted assigns (i) the right to provide, establish, install and maintain electrical power to the Sign at Lessee's expense, and (ii) the right to place incidental and ancillary equipment onto and add any commercially reasonable use to the Sign, including but not limited to wireless or telecommunication devices. The Parties acknowledge that, except as otherwise provided for herein, the Sign shall remain at its present location within the Leased Premises as described in Exhibit "A" attached hereto (the "Sign Location") and any discrepancies or errors in the Sign Location and/or the orientation of the Sign have been waived.

I. TERM OF LEASE.

The term of this Lease shall be a period of Five (5) years, commencing on June 12, 2024 ("Commencement Date"), and ending on midnight on June 11, 2029 ("Term"). Each one-year period following the Commencement Date shall be referred to herein as a "Lease Year."

II. RENTAL.

A. Rental. Lessee shall pay, without demand, deduction or offset, to Lessor the annual rental of \$4,000.00 ("Annual Rent"), payable annually in advance, subject to any adjustments or additional terms contained in Exhibit "B" attached hereto and incorporated herein ("Additional Rental Terms"), with the first installment due upon the Commencement Date. Rents shall be paid at: Williamson County Auditor's Office, Attn: Finance Director, 710 Main Street, Suite 301, Georgetown, Texas 78626 or such other place as Lessor may designate in writing.

B. Untimely or Insufficient Payment of Rent. If Lessee fails to timely pay any rents when due, Lessee will pay Lessor an initial late charge of FIFTY DOLLARS (\$50.00), plus additional late charges of TEN DOLLARS (\$10.00) per day thereafter until rent is paid in full. Time is of the essence for the payment of rent. **Lessee hereby acknowledges that strict compliance with rental due dates is required and that there is no grace period pertaining to the payment of rent.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Lessor may exercise, at law or in equity, for Lessee's failure to timely pay rent (including but not limited to reporting late payments to consumer reporting agencies).

Lessee further agrees to pay Lessor TWENTY-FIVE DOLLARS (\$25.00) for each check Lessee tenders to Lessor which is returned by the institution on which it is drawn for any reason, plus initial and additional late charges until Lessor has received payment in full. Lessor may, upon written notice to Lessee, require Lessee to pay all rents by money order, cashier's check, certified funds, or other means acceptable to Lessor.

III. TAXES.

A. Personal Property Taxes. Lessee agrees to pay any taxes levied against the personal property and trade fixtures of the Lessee in and about the Leased Premises, provided, however, that if any such taxes of Lessee are levied against Lessor or Lessor's property or if the assessed value of Lessor's property is increased by the inclusion of the value placed on Lessee's property and Lessor pays those taxes, Lessee, on demand, shall reimburse Lessor for all taxes actually paid on Lessee's behalf.

B. Remedy for Non-Payment: If Lessee should fail to pay any taxes, assessments, or governmental charges required to be paid by Lessee hereunder, in addition to any other remedies provided herein, Lessor may, if Lessor so elects, pay such taxes, assessments and governmental charges. Any sums so paid by Lessor shall be deemed to be so much additional rental owing by Lessee to Lessor and due and payable upon demand as additional rental plus interest at the maximum rate of interest allowed by law from the date of payment by Lessor until repaid by Lessee. Any and all remedies that are set out herein for the late payment of rents may also be exercised by Lessor in relation to late payments of any taxes, assessments, or governmental charges required to be paid by Lessee hereunder.

IV. UTILITIES. Lessee shall be responsible for arranging and paying for all utility services required in and to the Sign. Such utility services shall include but not limited to electricity, telephone, IT communication services, and alarm monitoring systems. Lessee further agrees to pay all connection fees, service fees, usage fees, and all other costs and fees for all utilities to the Sign.

V. ACCESS TO LEASED PREMISES. Lessor agrees that, during the Term of this Lease, Lessee shall have reasonable ingress and egress to the Sign for the purpose of maintenance and repairs to the Sign. For purposes of such ingress and egress, Lessee shall be allowed to use the existing unimproved road/path that provides access to the Sign, as depicted in the aerial imagery set out in Exhibit "A." Lessee hereby agrees and acknowledges that all necessary maintenance in

relation to the unimproved road/path for Lessee's access to the Sign shall be the sole obligation, cost and responsibility of Lessee.

VI. INDEMNIFICATION AND INSURANCE.

A. Indemnification of Lessor. LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR AND THE LEASED PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST LESSOR AND/OR THE SIGN BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE LEASED PREMISES BY LESSEE; FROM ANY NEGLIGENCE OR FAULT OF LESSEE OR THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE IN USING AND OCCUPYING THE LEASED PREMISES; OR FROM ANY FAILURE BY LESSEE TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST LESSOR OR THE LEASED PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLIGENCE, OR USE OF THE LEASED PREMISES BY LESSEE, THE AGENTS, EMPLOYEES, GUESTS AND/OR INVITEES OF LESSEE, OR ANY OTHER PERSON ON THE LEASED PREMISES, LESSEE AGREES THAT LESSEE WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST LESSOR OR AGAINST THE LEASED PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL REASONABLE ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING REASONABLE ATTORNEYS' FEES ON APPEAL.

B. Insurance. Insurance. In order to ensure the fulfillment of the above referenced indemnity provision and protect Lessor against all claims or demands that may arise or be claimed on account of Lessee's use of the Leased Premises, Lessee hereby agrees to maintain, at all times during any term of this Lease, at Lessee's sole cost, the following insurance:

1. Commercial General Liability Policy in the minimum amount of One Million Dollars (\$1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar (\$2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury;
2. Damages to Rented Premises coverage in the minimum amount of \$100,000; and
3. Medical Expenses coverage in the minimum amount of \$10,000.

The required insurance shall be written by a company or companies acceptable to Lessor, authorized to engage in the business of general liability insurance in the state of Texas, and **name Lessor as an additional insured**. Furthermore, said insurance shall be primary as to any other existing, valid, and collectible insurance. Lessee shall deliver to Lessor annual certificates demonstrating that said insurance is paid up and copies of the insurance policies issued by the insurance companies.

Lessee further agrees to maintain at all times during any term of this Lease, at Lessee's cost, broad coverage fire and casualty insurance on its property and to provide Lessor with a copy of the policy and a certificate issued by the insurance company demonstrating that insurance is

paid up. Lessee's property will not be covered by any hazard insurance that may be carried by Lessor. The Lessee assumes the risk of loss on all contents of the Sign owned by the Lessee, excluding the building structures and improvements owned by the Lessor.

Lessee shall, within Ten (10) calendar days from the execution of this Lease, obtain a certified statement by each insurance carrier containing a clause providing that the insurance carrier will give Lessor Thirty (30) days' written notice before any cancellation shall be effective. The insurance policies shall be provided by Lessee and shall be for a period of at least One (1) year.

VII. SUBORDINATION. This Lease and all rights of Lessee under it are and shall be subject to and subordinate to the rights of any mortgage holder or security interest holder now or hereafter having a security interest in the Leased Premises or any other encumbrances Lessor desires to place on the Leased Premises.

VIII. LESSEE'S COVENANTS. Lessee further covenants and agrees as follows:

A. To pay the rent and provide the consideration for the Lease as it is set out herein; to use the Leased Premises in a careful and proper manner for the express purpose of commercial advertisement, to commit or permit no waste or damages to the Leased Premises; to conduct or permit no business or act that is a nuisance or may be in violation of any federal, state, or local law or ordinance.

B. Not to use the Leased Premises for law firm/legal representation advertisements, political advertisements or for any purposes that would be considered to be obscene pursuant to state and/or federal laws, any use that would be defamatory to Lessor, or any use that would otherwise place the name and reputation of Lessor in disrepute.

C. To prohibit and refrain from engaging or in allowing any use of the Leased Premises that will increase Lessor's premiums for insurance on the building without the express written consent of Lessor.

D. Lessee agrees that it will make all necessary alterations, additions, and improvements in or to the Sign at its own expense and in compliance with all building codes, ordinances, and governmental regulations pertaining to such work or use, or occupancy. **In accordance with indemnification provision above, Lessee agrees that it will hold Lessor harmless against all expenses, liens, claims, and damages to either property or person that may or might arise because any repairs, alterations, additions, or improvements are made.**

E. Immediately upon demand by Lessor, Lessee shall repair, at Lessee's sole cost, any and all damages caused to Leased Premises and/or any improvements situated thereon.

F. Lessee agrees that it is solely responsible for making, at its sole cost, any alterations, additions, or improvements to the Sign which are mandated or otherwise may be required by a local municipality, if applicable. Furthermore, Lessee agrees that it is solely responsible, at its sole cost, for making all alterations, additions, or improvements necessary to the Sign to cause the

Sign and its intended use to be in compliance with any laws, rules, ordinances, development codes or regulations of any applicable governmental authority, entity, or body, including, without limitation, state, federal and local accessibility legal requirements, the American's with Disabilities Act, the Federal Government, the local municipality, the County of Williamson, and the State of Texas. Lessee shall also make any necessary applications with, or obtain permits or entitlements from, governmental bodies for the construction, operation, maintenance and removal of Lessee's Sign. The Sign and all such permits and entitlements obtained by Lessee, as well as any nonconforming rights pertaining to the sign, shall remain the property of the Lessee. The allocation of responsibility to Lessee for compliance with such legal requirements with respect to the Sign is a material inducement for the parties to enter this Lease. The cost incurred for any required alterations and any permits shall be borne solely by Lessee and all alterations shall comply with the terms of this Lease.

G. Maintain and perform all minor and major repairs to the Sign.

IX. LESSOR'S COVENANTS. Lessor covenants and agrees as follows:

A. To warrant and defend Lessee in the enjoyment and peaceful possession of the Leased Premises during the aforesaid term.

B. To not erect or allow to be erected any other off-premise advertising structure(s), other than Lessee's, on property owned or controlled by Lessor within two thousand (2,000) feet of Lessee's Sign or erect or allow to be erected any other structure or allow any vegetation that may obstruct the roadway view of Lessee's Sign. Lessor hereby authorizes Lessee, at Lessee's option, to remove any such obstruction of Lessee's Sign.

X. OWNERSHIP AND REMOVAL OF LESSEE'S PROPERTY. Lessor agrees and acknowledges that, at all times during this Lease, the Sign shall remain the property of Lessee. In the event of any termination of this Lease, expiration of this Lease or upon any abandonment by Lessee, Lessee agrees to, within ninety (90) calendar days of such termination, expiration or abandonment, remove the Sign and all of Lessee's property, including any removal structures, from the Leased Premises, and to restore the surface of the Leased Premises to its original condition, less ordinary wear-and-tear. In the event that Lessee fails to comply with this section, Lessor shall have the right to remove the Sign and all of Lessee's property and Lessee hereby agrees to pay the costs incurred by Lessor within ten (10) calendar days after Lessee has received Lessor's demand for payment, as evidenced by return receipt of registered or certified letter.

XI. DEFAULTS BY LESSEE. In addition to the remedies specifically set forth herein and those available at law or in equity, if Lessee fails to perform or breaches any term, condition or agreement set forth in this Lease, and this failure or breach continues for Ten (10) days after a written notice specifying the required performance has been given to the Lessee, Lessor may:

A. Enforce specific performance causing the Lessee to strictly comply with and perform such term, condition or agreement; and in this event, the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

B. institute action in a court of competent jurisdiction to terminate this Lease and sue for damages, and the Lessee shall pay the Lessor all expenses of the litigation, including reasonable attorneys' fees; or

C. may, but not be obligated to do so, perform Lessee's obligations for the account of and at the expense of Lessee. Bills for all amounts paid by Lessor and all losses, costs, and expenses incurred by Lessor in connection with such performance by Lessor pursuant to this clause, including without limitation, all amounts paid and costs and expenses incurred by Lessor for any property, material, labor or services provided, furnished, or rendered or caused to be provided, furnished or rendered, by Lessor to Lessee may be sent by Lessor to Lessee monthly or immediately, at Lessor's option, and shall be due and payable by Lessee to Lessor as Additional Rent within Five (5) days after same is sent to Lessee by Lessor; or

D. terminate this Lease, without liability, by written notice to Lessee, in which event, the term and tenancy hereby created shall terminate on the Tenth (10th) day after such notice is given (the "Termination Date") and Lessee shall within such Ten (10) day period vacate the Leased Premises and surrender them to Lessor in the state required under this Lease, with Lessor having the right to reenter and repossess the Leased Premises discharged of this Lease and to expel all occupants and to remove all property therefrom.

XII. DEFAULTS BY LESSOR. Defaults by Lessor are failing to comply with any provision, term, condition or agreement of this Lease within Thirty (30) days after written notice from Lessee. Lessee's sole remedy for Lessor's default is to terminate this Lease.

XIII. VOLUNTARY TERMINATION.

A. Lessor or Lessee may terminate this Lease, without cause or liability, upon giving One Hundred Eighty (180) days written notice to the other party. Upon the termination of this Lease pursuant to this provision, Lessee will surrender the Leased Premises peaceably to the Lessor in the state required under this Lease. It is understood and agreed that all amounts due Lessor as of and including the date of termination, will be immediately due and payable on the date of Lessee's surrender of the Leased Premises.

B. Should Lessee be prevented from constructing or maintaining the Sign on Leased the Premises by reason of any final governmental law, regulation, subdivision or building restriction, order or other action, Lessee may, at its sole discretion, elect to immediately terminate this Lease without any obligation or liabilities due to Lessor. Additionally, Lessee may terminate this Lease upon providing thirty (30) days' written notice to Lessor in the event the Sign becomes entirely or partially obstructed in any way or, in Lessee's sole opinion, the location becomes economically or otherwise undesirable. Upon termination of this Lease prior to expiration in accordance with this provision, Lessor shall return to Lessee any unearned prepaid rentals on a pro rata basis.

XIV. INSOLVENCY, BANKRUPTCY, ETC., OF LESSEE. If Lessee is declared insolvent or adjudicated a bankrupt; if Lessee makes an assignment for the benefit of creditors; if Lessee's leasehold interest is sold under execution or by a trustee in bankruptcy; or if a receiver is appointed

for Lessee, Lessor, without prejudice to its rights hereunder and at its option, may terminate this Lease and retake possession of the Leased Premises immediately and without notice to Lessee or any assignee, transferee, trustee, or any other person or persons, using force if necessary.

XV. LESSOR TO HAVE LIEN. Lessor will have a lien against all goods, equipment, furniture, and other personal property of Lessee brought, stored, or kept on the Leased Premises during any term of this Lease, in the aggregate amount of all rent, damages, and other sums that may at any time be owed by Lessee to Lessor under the Lease. In the event of any default by Lessee, Lessor may foreclose the lien in the same manner that a mortgage would be foreclosed and, in that event, Lessee shall be obligated for all court costs and reasonable attorneys' fees.

XVI. RIGHT TO SELL. It is understood and agreed that Lessor shall have the right to sell or assign its right, title and interest in the Leased Premises, at any time during any term of this Lease. If during this Lease, the Leased Premises is sold by Lessor to a third party, this Lease shall terminate. Not later than One Hundred Eighty (180) days from the date in which Lessor gives Lessee notice that the Leased Premises, has been sold, Lessee shall vacate Leased Premises.

XVII. ELECTION BY LESSOR NOT EXCLUSIVE. The exercise by Lessor of any right or remedy to collect rent or enforce its rights under this Lease will not be a waiver or preclude the exercise of any other right or remedy afforded Lessor by this Lease or by statute or law. The failure of Lessor in one or more instances to insist on strict performance or observations of one or more of the covenants or conditions of this Lease or to exercise any remedy, privilege, or option conferred by this Lease on or reserved to Lessor shall not operate or be construed as a relinquishment or future waiver of the covenant or condition or the right to enforce it or to exercise that remedy, privilege, or option; that right shall continue in full force and effect. The receipt by Lessor of rent or any other payment or part of payment required to be made by the Lessee shall not act to waive any other additional rent or payment then due. Even with the knowledge of the breach of any covenant or condition of this Lease, receipt will not operate as or be deemed to be a waiver of this breach, and no waiver by Lessor of any of the provisions of this Lease, or any of Lessor's rights, remedies, privileges, or options under this Lease, will be deemed to have been made unless made by Lessor in writing.

No surrender of the Leased Premises for the remainder of any term of this Lease will be valid unless accepted by Lessor in writing. Lessee will not assign or sublet this Lease without Lessor's prior written consent. No assignment or sublease will relieve the assignor or sublessor of any obligation under this Lease. Each assignee or sublessee, by assuming such status, will become obligated to perform every agreement of this Lease to be performed by Lessee, except that a sublessee shall be obligated to perform such agreements only insofar as they relate to the subleased part of the property and the rent required by the sublease.

XVIII. LIMITATIONS OF WARRANTIES.

LESSEE ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN,

PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE LEASED PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE LEASED PREMISES, (C) THE SUITABILITY OF THE LEASED PREMISES FOR ANY AND ALL ACTIVITIES AND USES WHICH LESSEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE LEASED PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (E) THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, OR (F) ANY OTHER MATTER WITH RESPECT TO THE LEASED PREMISES, AND SPECIFICALLY THAT LESSOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE SIGN, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LEASED PREMISES, LESSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LEASED PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LESSOR. LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE LEASED PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT LESSOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION.

LESSEE FURTHER ACKNOWLEDGES AND AGREES THAT THE LEASE OF THE LEASED PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN “AS IS, WHERE IS” CONDITION AND BASIS “WITH ALL FAULTS”. LESSEE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE AMOUNT OF THE RENT OF THE LEASED PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS LEASE.

XIX. CONDEMNATION. If during any term of this Lease, the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right or eminent domain, or is sold to the condemning authority under threat of condemnation, this Lease will terminate, effective as of the date the condemning authority takes the Leased Premises. Any and all payments made for or arising from any such taking or for damages to the Lessee's Sign, permits and leasehold interest resulting therefrom shall belong and be payable entirely to Lessee; and any and all payments made for or arising from any such taking or for damages to the Lessor's Leased Premises resulting therefrom shall belong and be payable entirely to Lessor.

XX. LESSOR'S LEASE ADMINISTRATOR AND PROPERTY MANAGER. The Director of Facilities for Williamson County (or as otherwise designated by Lessor), shall serve as the Lessor's lease administrator and property manager. The said lease administrator and property manager shall also serve as liaison between the Williamson County Commissioners' Court and the

Lessee.

Lessor's lease administrator and property manager contact information is as follows:

Williamson County Facilities Director
3101 S. E. Inner Loop
Georgetown, Texas 78626
Phone: (512) 943-1599
Fax: (512) 930-3313
Email: facilities@wilco.org

XXI. NOTICES. Any notice to be given hereunder shall be in writing and may be affected by personal delivery or in writing by certified mail, return receipt requested, addressed to the proper party, at the following addresses:

LESSOR: Williamson County Judge
710 South Main, Ste. 101
Georgetown, Texas 78626

LESSEE: At the address set forth below the Lessee's signature block
herein below

Notices to Lessee may also be mailed or delivered to the Sign and proof of mailing or posting of those notices to the Sign will be deemed the equivalent of personal service on Lessee.

XXII. GENDER, NUMBER AND HEADINGS. Words of any gender used in this Lease Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires. The headings and section numbers are for convenience only and shall not be considered in interpreting or construing this Lease. The captions and paragraphs or letters appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of the sections or articles of this Lease or affect this Lease in any way.

XXIII. PLACE OF PERFORMANCE. This Lease shall be interpreted according to the laws of the State of Texas and shall be performed in Williamson County, Texas, and exclusive jurisdiction and venue shall lie in Williamson County, Texas.

XXIV. TERMS INCLUSIVE. As used herein, the terms "Lessor" and "Lessee" include the plural whenever the context requires or admits.

XXV. SEVERABILITY. If any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Lease will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Lease is determined to be invalid or unenforceable, it is the desire and

intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Lease and be deemed to be validated and enforceable.

XXVI. GOVERNMENTAL IMMUNITY. Nothing in this Lease shall be deemed to waive, modify or amend any legal defense available at law or in equity to Lessor nor to create any legal rights or claim on behalf of any third party. Lessor does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

XXVII. ASSIGNMENT. Lessee may not assign, in whole or in part, any interest it may have in this Lease without the prior written consent of Lessor.

XXVIII. NO INDEMNIFICATION BY LESSOR. Lessee acknowledges and agrees that Lessor, as a Texas County and a political subdivision of the State of Texas, under the Constitution and the laws of the State of Texas, cannot enter into an agreement whereby it agrees to indemnify or hold harmless any other party, including but not limited to Lessee; therefore, all references of any kind, if any, to Lessor indemnifying, holding or saving harmless any other party, including but not limited to Lessee, for any reason whatsoever are hereby deemed void and deleted.

XXIX. PRO-RATA PROPORTIONS. If this Lease should terminate on a date other than the last day of the then current term of the Lease, percentage rental for such fractional part of the then current term of the Lease following the termination date shall be paid after deducting from the percentage rental all payments of minimum guaranteed rental for the fractional period and any percentage rental to be paid as provided in this Lease with respect to full term of the Lease.

XXX. ENTIRE AGREEMENT. This Lease and its addenda, if any, sets forth all the promises, agreements, conditions, and understandings between Lessor and Lessee relative to the Sign and supersedes any prior understandings or written or oral agreements between the parties with respect to the to the Sign. There are no other promises, agreements, conditions, or understandings, either oral or written, between them. No subsequent alteration, amendment, change, or addition to this Lease will be binding on Lessor or Lessee unless in writing and signed by them and made a part of this Lease by direct reference.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Lease to be effective as of the date of the last party's execution below.

Signed, sealed, and delivered in our presence as:

LESSOR:

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Representative
Capacity: _____

Date: _____, 20____

LESSEE:

**LAMAR ADVANTAGE HOLDING COMPANY, LLC,
DBA THE LAMAR COMPANIES**

By: _____

Printed Name: ASH Rieder

Representative
Capacity: GM VP

Date: 10/24, 2024

Address for Notice:
7020 US Hwy 290 East
Austin, Texas 78723

Exhibit “A”

Sign Location



Image of the Sign



Exhibit "B"
Additional Rental Terms

Lessee shall pay the greater of the Annual Rent specified in Article II. of this Lease or 20% of the Sign's Annual Gross Revenue (defined below). The amount (if any) by which this percentage calculation exceeds the Annual Rent ("Revenue Share Rent") shall be due and payable within sixty (60) days following the end of each Lease Year. If the product of this percentage calculation is either less than or equal to the Annual Rent paid to Lessor for the corresponding Lease Year, then no Revenue Share Rent shall be due and payable by Lessee. For the purposes of calculating Revenue Share Rent, "Annual Gross Revenue" shall be defined as the total amount invoiced to advertisers by Lessee for advertising space provided on the Sign during the stated Lease Year. Within sixty (60) days following the end of each Lease Year, Lessee shall provide an annual statement to Lessor memorializing Lessee's Annual Gross Revenue and calculation of Percentage Rent.

Commissioners Court - Regular Session**6.****Meeting Date:** 10/29/2024

Approval of Actuarial Services Contract with Milliman, Inc. for Commissioners Court

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Service Contract #202549 between Williamson County and Milliman, Inc. to provide actuarial services related to the County's Workers' Compensations program, in the flat fee amount of \$6,800.00 for year FY2025 and authorizing execution of the agreement.

Background

This agreement is for actuarial services as provided in the scope of services. All work will be subject to the terms and conditions of the Consulting Services Agreement between Milliman, Inc and Williamson County. Contract Audit and General Counsel have reviewed this contract. The funding source is 01.0100.0510.004100, Origination ID 1165, and the point of contact is Shannon Francis.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Services Agreement

Form 1295 Milliman, Inc Complete

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 10/24/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/23/2024 08:23 PM

10/24/2024 08:41 AM

Started On: 10/08/2024 12:40 PM



101 W. Renner Road
Suite 325
Richardson, TX 75082 USA

Tel +1 214 570 8456

milliman.com

April 26, 2024

Ms. Shannon C. Francis

Assistant General Counsel, Commissioners Court
Williamson County
401 W. 6th Street
Georgetown, Texas 78626

Re: Actuarial Services – Williamson County Self-Insured Workers Compensation Program

Dear Shannon:

The following letter outlines Milliman's proposed actuarial services and associated flat fee to Williamson County, Texas (Wilco) for an analysis of its self-insured workers compensation program.

SCOPE OF SERVICES

We understand that Wilco's self-insured workers compensation program began 10/1/2023. Williamson requested that Milliman, Inc. (Milliman) provide an independent analysis of its unpaid losses and allocated loss adjustment expenses (ALAE), including loss funding estimates for the prospective year beginning 10/1/2024.

Our estimates will be for Wilco as a whole. They will not include an allocation of claim costs to department. Our estimates will be presented on both an undiscounted and discounted basis to reflect the potential investment income that can be earned on loss funds held.

At the conclusion of our analysis, we will issue a draft report which explains the details of our analysis and results. Generally, we will provide a draft report of our findings within three weeks of receiving all required data and information. Once we have received your feedback on the draft report, we will issue our final report. The timing of the final report will depend on the scope of changes to the draft report. To the extent possible, we will work within any schedule or deadlines Wilco requires.

COST OF SERVICES

Milliman agrees to perform the above scope of work for a flat fee of **\$6,800**. We note that this amount does not include necessary project-related expenses. For this assignment, we expect project-related expenses to be minimal, if any.

The above fee quote assumes that the necessary data and information for our analysis is available in a usable format and does not require extensive manipulation or compilation prior to use. In projects of this nature, it is not unusual for the client to request additional services or to change the scope of the assignment. If you request additional work, or if additional work becomes necessary due to data availability or unexpected results, we will discuss with you the likely additional charges before proceeding.

All work will be subject to the terms and conditions of the Consulting Services Agreement between Milliman and Wilco effective May 1, 2024.



Ms. Shannon Francis
Milliman 2024 Actuarial Services
4/26/2024



We look forward to answering any questions you have regarding this engagement and working with you on this project. Feel free to call me at (214) 570-8456 if you have any questions or would like to discuss further.

Sincerely,

A handwritten signature in blue ink that reads 'David M. Lang'.

David M. Lang, FCAS, MAA
Principal & Consulting Actuary

Attachments: Consulting Services Agreement



On behalf of **Williamson County, Texas**, I authorize Milliman, Inc. to undertake these services under the terms described above.

Signature: _____

Name: _____

Title: _____

Date: _____

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into between Milliman, Inc. ("Milliman") and Williamson County, Texas ("Client") as of the date of the last party's execution below. Client has engaged Milliman to perform consulting services as described in a statement of work or engagement letter which references this Agreement. Such services may be modified from time to time and may also include general actuarial consulting services. The terms and conditions of this Agreement will apply to all subsequent engagements of Milliman by Client unless specifically disclaimed in writing by both parties prior to the beginning of such engagement. In consideration for Milliman agreeing to perform these services, Client agrees as follows:

1. **BILLING TERMS.** Client acknowledges the obligation to pay Milliman for services rendered, whether arising from Client's request or otherwise necessary as a result of this engagement, at Milliman's hourly billing rates for the personnel utilized plus all out-of-pocket expenses incurred as authorized herein. Milliman will bill Client periodically for services rendered and expenses incurred. All invoices shall be paid in accordance with Chapter 2251 of the Texas Government Code. Milliman reserves the right to terminate this Agreement if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.

AUTHORIZED EXPENSES: In the event Client authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, Client will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found on the County Auditor's webpage on the Williamson County website at: www.wilcotx.gov/351/Vendor-Reimbursement. 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.

2. **TOOL DEVELOPMENT.** Milliman shall retain all rights, title, and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret, and other intellectual property rights) in and to all technical or internal designs, data, databases, methods, ideas, concepts, know-how, techniques, generic documents, and templates that have been previously developed by Milliman or developed during the course of the provision of the services (the "Milliman Tools") provided such generic documents or templates do not contain any Client Confidential Information, as defined in the Section below entitled "Confidentiality". Rights and ownership by Milliman of the Milliman Tools shall not extend to or include all or any part of Client's Confidential Information. To the extent that Milliman may include in Milliman's work any Milliman Tools, Milliman agrees that Client shall be deemed to have a fully paid up license to make copies of the Milliman Tools as part of this engagement for its internal business purposes and provided that such Milliman Tools cannot be modified or distributed outside the Client without the written permission of Milliman or except as otherwise permitted herein under the Section below entitled "No Third Party Distribution".
3. **CLIENT DATA.** Client hereby authorizes Milliman to use the data specifically pertaining to Client and/or its employees, agents and customers that Milliman may obtain in the course of performing services (the "Client Data") for the purpose of enabling Milliman to perform services. Client warrants and covenants that, throughout the term of this Agreement, Client has, and will have, the right to authorize Milliman's use of the Client Data as set forth in this Agreement. In addition, Client grants Milliman the right to deidentify and aggregate Client Data and to use such deidentified and aggregated data ("Pooled Client Data") for its own purposes, provided that such data is never re-identified or associated with Client. Such deidentified and aggregated data shall not be considered Client Data.
4. **LIMITATION OF LIABILITY.** Milliman will perform all services in accordance with applicable professional standards. In the event of any claim(s) arising from services provided by Milliman at any time, the total liability of Milliman, its officers, directors, agents, and employees to Client shall not exceed, in the aggregate, five million dollars (\$5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract, or otherwise. In no event shall Milliman be liable for lost profits of Client or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman.
5. **DISPUTES.** In the event of any dispute arising out of or relating to the engagement of Milliman by Client, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a

single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in insurance, actuarial science, or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorneys' fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction. Any arbitration shall be confidential and, except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other party, except that disclosure is permitted to a party's auditors and legal advisors.

6. **CHOICE OF LAW.** The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of Texas without regard to its conflict of laws provisions. In the event any provision of this Agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.
7. **NO THIRD PARTY DISTRIBUTION.** Milliman's work is prepared solely for the use and benefit of Client in accordance with its statutory and regulatory requirements. Milliman recognizes that materials it delivers to Client may be public records subject to disclosure to third parties, however, Milliman does not intend to benefit and assumes no duty or liability to any third parties who receive Milliman's work and Milliman may include disclaimer language on its work so stating. Client agrees not to remove any such disclaimer language from Milliman's work. To the extent that Milliman's work is not subject to disclosure under applicable public records laws, Client agrees that it shall not disclose Milliman's work to any third parties without Milliman's prior written consent; provided, however, that Client may distribute Milliman's work to its professional service providers who are subject to a duty of confidentiality and who agree to not use Milliman's work for any purpose other than to provide services to Client, and any applicable regulatory or governmental agency, as required by law.
8. **USE OF NAME.** Client agrees that it shall not use Milliman's name, trademarks, or service marks, or refer to Milliman directly or indirectly in any media release, public announcement, or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites, or business presentations, without Milliman's prior written consent for each such use or release, which consent shall be given in Milliman's sole discretion.
9. **CONFIDENTIALITY.** In connection with this Agreement, each party hereto (a "disclosing party") may disclose its confidential and proprietary information to the other party (a "receiving party"). Subject to the exceptions listed below, a disclosing party's "Confidential Information" means as information disclosed by the disclosing party to the receiving party under this Agreement that is either: (i) clearly marked or otherwise clearly designated as confidential or proprietary; or (ii) should be reasonably understood by the receiving party to be the confidential or proprietary information of the disclosing party.. During the term of this Agreement and after its expiration or termination, a receiving party shall not disclose to any third party a disclosing party's Confidential Information without the prior written consent of the disclosing party. In addition, each party agrees to take reasonable measures to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of this Agreement (which measures shall be no less than that which a reasonable person would take with respect to like confidential, proprietary, or trade secret information). Notwithstanding anything to the contrary, the obligations of the receiving party set forth in this paragraph shall not apply to any information of the disclosing party which: (i) is or becomes a part of the public domain through no wrongful act of the receiving party; (ii) was in the receiving party's possession free of any obligation of confidentiality at the time of the disclosing party's communication thereof to the receiving party; (iii) is developed by the receiving party completely independent from the Confidential Information of the disclosing party; or (iv) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the disclosing party with advance written notice, if reasonably possible, such that the disclosing party is afforded an opportunity to contest the disclosure or seek an appropriate protective order.
10. **GENERAL.** This Agreement and any amendment hereto may be executed in two or more counterparts (including by facsimile or email attachment), each of which will be considered an original and all of which together will constitute one agreement. This Agreement shall not be deemed or construed to be modified, amended, or waived, in whole or in part, except by a separate written agreement duly executed by the parties to this Agreement. No document, purchase order, or any handwritten or typewritten text which purports to alter

or amend the printed text of this Agreement shall alter or amend any provision of this Agreement or otherwise control, unless Milliman and Client both specify in writing that such terms or conditions shall control. Neither party shall be liable for any delay or failure to perform due to causes beyond its reasonable control. Milliman and Client are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between Milliman and Client. Neither Milliman nor Client will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent. Failure to enforce any term or condition of this Agreement shall not be deemed a waiver of the right to later enforce such term or condition or any other term or condition of this Agreement.

[Signature Page Follows]

This Consulting Service Agreement between Milliman, Inc. and Williamson County, Texas is executed as of the date of the last party's execution below.

Milliman, Inc.

Williamson County, Texas

By David M. Lang
Print Name: David Lang

By _____
Print Name: _____

Title: Principal & Consulting Actuary

Title: _____

Date: 10-3-2024

Date: _____

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.

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.

Milliman, Inc.
Richardson, TX United States

Certificate Number:
2024-1229743

Date Filed:
10/22/2024

Date Acknowledged:

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.

202549
Actuarial Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Corry, Dermot	Seattle, WA United States	X	
	Fulton, James	Seattle, WA United States	X	
	Clare, Mary	Seattle, WA United States	X	
	Curtis, Matthew	Seattle, WA United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is David M. Lang, and my date of birth is [REDACTED].

My address is [REDACTED], [REDACTED], [REDACTED], [REDACTED], USA.
(street) (city) (state) (zip code) (country)

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

Executed in Collin County, State of Texas, on the 22nd day of October, 2024.
(month) (year)

David M. Lang

Signature of authorized agent of contracting business entity
(Declarant)

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.**

Milliman, Inc.
Richardson, TX United States

Certificate Number:
2024-1229743

Date Filed:
10/22/2024

Date Acknowledged:
10/22/2024

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.

202549
Actuarial Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Corry, Dermot	Seattle, WA United States	X	
	Fulton, James	Seattle, WA United States	X	
	Clare, Mary	Seattle, WA United States	X	
	Curtis, Matthew	Seattle, WA 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**7.****Meeting Date:** 10/29/2024

WCRAS grant request

Submitted By: Misty Valenta, Animal Services**Department:** Animal Services**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in the community spay and neuter clinics for dogs and cats from the ASPCA.

Background

The citizens of Round Rock, Cedar Park, Hutto, Leander, and Williamson County are in great need of low cost spay and neuter services for their cats and dogs. This grant will be written with community partners, such as Animal Balance, to provide 600 spay and neuter surgeries to aid in the reduction of unplanned litters of kittens and puppies.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ASPCA Grant Request

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 10/17/2024

Reviewed By

Becky Pruitt

Date

10/17/2024 12:30 PM

Started On: 10/17/2024 11:56 AM

Grant Title/Project Name:	Community Spay/Neuter Events
Department:	Animal Services
Requestor:	Misty Valenta
Contact Email:	mvalenta@wilco.org
Contact Phone Number:	mvalenta@wilco.org
Start Date:	1/1/2025
End Date:	12/31/2025
Please select request category:	Service
Describe the purpose of the grant in detail to include all requirements.	This grant would be used for contracting with Animal Balance to perform "pay what you can" spay/neuter services for citizens' dogs and cats within our jurisdictions.
Select the type of grant your department is applying for:	Private Foundation
What is the amount of the grant?	\$95,000.00
Please provide a breakdown of the total cost above.	<p>\$35,000 - clinic for 200 dogs and cats in March</p> <p>\$35,000 - clinic for 200 dogs and cats in June</p> <p>\$25,000 - partial clinic for 200 dogs and cats</p>
Is there a match requirement?	No
What is the source of the match?	
Does the grant cover the cost of the request 100%?	No
If not, how much is left unpaid?	\$10,000
What is the plan to obtain grants/funds for the remaining amount?	A portion will be raised from the donations given by the community members who are paying what they can for the service. Remainder will be paid by additional grants or donations for major donors.
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	

Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	
How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	na
How is this item request different from any similar assets currently in the County and/or region?	na
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	na
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	1
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	na
Where will the item be stored?	na
What is the useful life of the item?	na

Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	Yes
Will this item require any form of licensing?	Yes
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	na
How will this item be funded when the grant ends?	Grants and donations
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	Reduction in surrendered and stray populations
Please identify any additional equipment needed/required (now or in the future) should the grant/asset is awarded.	na
What is the cost and frequency to maintain/update the additional equipment?	none
What is the impact of this grant application on other internal/county departments?	Reduction in surrendered and stray populations of cats and dogs.
If yes, what is the estimate of that license fee?	Veterinary license handled by Animal Balance
If yes, what is the estimate of insurance coverage?	Handled by Animal Balance
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
Please identify any known decrease in funding at this time.	na
Is this a new program to your department/office?	Yes
Please provide data points to be collected to show program success	Number of surgeries performed, number of microchips administered, amount of donations collected, area where pets reside
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	
ID	131
Version	1.0
Attachments	False
Created	10/17/2024 11:43 AM
Created By	Misty Valenta
Modified	10/17/2024 11:43 AM
Modified By	Misty Valenta

Commissioners Court - Regular Session**8.****Meeting Date:** 10/29/2024

Grant request for Regional Animal Shelter

Submitted By: Misty Valenta, Animal Services**Department:** Animal Services**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider and take appropriate action on a request for the Williamson County Regional Animal Shelter to apply for a grant to aid in the lessening of lost dogs brought to the shelter from Best Friends Animal Society.

Background

The Williamson County Regional Animal Shelter would like to request a grant from the Best Friends Animal Society for microchip and tag clinics for the community. Dogs with microchips and tags are more likely to be reunited in the community without having to use shelter resources. This grant request would also fund microchip stations to be placed in 30 areas across the county to aid citizens to scan lost dogs for a microchip. A portion of the grant would be used for monthly marketing to promote reunions in the community, where the microchip stations are located, and how to use them.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Best Friends Grant Request

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 10/23/2024

Reviewed By

Becky Pruitt

Date

10/23/2024 10:57 AM

Started On: 10/18/2024 10:20 AM

Grant Title/Project Name:	WCRAS Reunion Stations																																												
Department:	Animal Services																																												
Requestor:	Misty Valenta																																												
Contact Email:	mvalenta@wilco.org																																												
Contact Phone Number:	mvalenta@wilco.org																																												
Start Date:	1/1/2025																																												
End Date:	12/31/2025																																												
Please select request category:	Asset, Personnel																																												
Describe the purpose of the grant in detail to include all requirements.	<p>Last fiscal year, 2430 dogs were brought to the shelter by members of the public or animal control officers. This grant would fund "pay what you can" microchips and PetHub tags for 2430 dogs in an effort to chip and tag dogs at events before they make their way to the shelter. The grant would also pay for microchip stations placed through Williamson County. These stations would be open to the public at any time so that citizens who find a lost dog can scan and return the dog to their home without coming to the shelter. A portion of the grant would be used on a current position to fund their time working on this project. Funds will also be used for monthly marketing on how to use the stations, where they are located, and how to reunite dogs in the community.</p>																																												
Select the type of grant your department is applying for:	Private Foundation																																												
What is the amount of the grant?	\$65,000.00																																												
Please provide a breakdown of the total cost above.	<table border="0"> <thead> <tr> <th></th><th>Per</th><th>Quantity</th><th></th></tr> </thead> <tbody> <tr> <td>Pay What You Can</td><td></td><td></td><td></td></tr> <tr> <td>Microchips for the public</td><td>\$5.80</td><td>2430</td><td>\$14,094.00</td></tr> <tr> <td>Newspaper boxes</td><td>\$420.00</td><td>30</td><td>\$12,600.00</td></tr> <tr> <td>Microchip scanners</td><td>\$300.00</td><td>30</td><td>\$9,000.00</td></tr> <tr> <td>Decals and instructions</td><td>\$12.00</td><td>90</td><td>\$1,080.00</td></tr> <tr> <td>Printed Materials</td><td>\$4.00</td><td>30</td><td>\$120.00</td></tr> <tr> <td>Marketing</td><td>\$100.00</td><td>12</td><td>\$1,200.00</td></tr> <tr> <td>PetHub</td><td>\$1.50</td><td>2430</td><td>\$3,645.00</td></tr> <tr> <td>Bike locks</td><td>\$30.00</td><td>30</td><td>\$900.00</td></tr> <tr> <td>Salary</td><td></td><td></td><td>\$22,000.00</td></tr> </tbody> </table>		Per	Quantity		Pay What You Can				Microchips for the public	\$5.80	2430	\$14,094.00	Newspaper boxes	\$420.00	30	\$12,600.00	Microchip scanners	\$300.00	30	\$9,000.00	Decals and instructions	\$12.00	90	\$1,080.00	Printed Materials	\$4.00	30	\$120.00	Marketing	\$100.00	12	\$1,200.00	PetHub	\$1.50	2430	\$3,645.00	Bike locks	\$30.00	30	\$900.00	Salary			\$22,000.00
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Salary			\$22,000.00																																										
Is there a match requirement?	No																																												

What is the source of the match?	
Does the grant cover the cost of the request 100%?	Yes
If not, how much is left unpaid?	
What is the plan to obtain grants/funds for the remaining amount?	
List other similar assets in the County and/or region and if they are available for use?	
How is this asset request different from any similar assets currently in the County and/or region?	
What types of events/purpose would this asset be used for that cannot be accomplished with a current County asset?	
How often do these events occur?	
Identify the number of personnel required to operate this asset and/or be available for the function where it is to be used? How much time is required of those personnel? What is the cost of the personnel?	
Where will the asset be stored?	
What is the useful life of the asset?	
Will a replacement be requested from general funds when useful life has been exhausted?	
Will other agencies be billed for the use of this asset (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this asset require insurance coverage?	
If yes, what is the estimate of asset insurance coverage?	
Will this asset require on-going maintenance? Please describe the maintenance required along with an estimate for these costs.	
How will this asset be funded when the grant ends?	
What is the impact if the grant is not received?	
New Personnel position is:	
Where will this position office?	
Who will this position report to?	
What tasks will this position perform? Include the five primary functions and the percentage of time spent to be spent on each function.	
Will this position take over tasks from current County employee?	
If yes, please explain the impact to current employee.	

How will this position be funded when the grant ends?	
Does this position or a similar position currently exist within the department?	
If "yes" how many of these similar positions exist	
Describe any alternatives considered to achieve desired outcome in lieu of a position (i.e. equipment, software, technology or change in business practice).	
Describe how workload will be accomplished/re-allocated should grant not be approved.	
List other similar items in the County and/or region and if they are available for use?	na
How is this item request different from any similar assets currently in the County and/or region?	na
What types of events/purpose would this item be used for that cannot be accomplished with a current County asset?	Pay what you can microchip and tag clinics.
Identify the number of personnel required to operate this item and/or be available for the function where it is to be used?	1
Please explain how this item will create the need for more or less personnel (or mark n/a for no change)?	We believe the more dogs microchipped and tagged, the more reunions will happen faster and in the community. This should lessen the number of dogs in the shelter.
Where will the item be stored?	In the community
What is the useful life of the item?	Microchips can last five years or more depending on the usage. The microchips and tags will be used within the year.
Will other agencies be billed for the use of this item (e.g. vendors paid, employee worked hours and paid, inventory costs etc.)?	
Does this item require insurance coverage?	No
Will this item require any form of licensing?	No
Will this item require on-going maintenance? Please describe the maintenance required along with an estimate for these costs?	The community member or business that requests a microchip station will be responsible for changing the batteries in the station.
How will this item be funded when the grant ends?	through the donations at the "pay what you can" events
What is the overall budgetary impact? (i.e. revenue generation, expense reduction, etc.)	Reduction of dog intake
Please identify any additional equipment needed/required (now or in the future) should the grant/asset be awarded.	none

What is the cost and frequency to maintain/update the additional equipment?	none
What is the impact of this grant application on other internal/county departments?	Less calls for Animal Control agencies
If yes, what is the estimate of that license fee?	
If yes, what is the estimate of insurance coverage?	
Will a replacement be requested from general funds when useful life has been exhausted? (OR)	No
If yes, how much is the match amount?	
Please identify any known decrease in funding at this time.	none
Is this a new program to your department/office?	Yes
Please provide data points to be collected to show program success	Attendace at microchip and tag clinics, number of dog intakes taken from zip codes with a scanner, social media analytics
Please show historical data points or performance measures, statistics, services provided, etc. or any/all updates for re-application	
ID	132
Version	1.0
Attachments	False
Created	10/18/2024 10:16 AM
Created By	Misty Valenta
Modified	10/18/2024 10:16 AM
Modified By	Misty Valenta

Commissioners Court - Regular Session

9.

Meeting Date: 10/29/2024

Use Agreement for Regional Shelter

Submitted By: Misty Valenta, Animal Services

Department: Animal Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on a request for a use agreement at the Regional Animal Shelter.

Background

The Regional Animal Shelter would like to finalize a use agreement with Austin Dog Rescue and Animal Balance for use of the Regional Animal Shelter's space for low cost spay/neuter services for the community.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

UseAgreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Misty Valenta

Final Approval Date: 10/24/2024

Reviewed By

Becky Pruitt

Date

10/24/2024 10:19 AM

Started On: 10/24/2024 09:59 AM

AUTHORIZED USE AGREEMENT

This Authorized Use Agreement (the "Agreement") is made between Williamson County, Texas, a political subdivision of the State of Texas ("County") and the party named as user on the execution page of this Agreement ("USER").

RECITALS

WHEREAS, COUNTY has the right to operate and use the area or real property described in Exhibit A; and

WHEREAS, USER desires to use the area or real property described in Exhibit A.

AGREEMENT

NOW THEREFORE, and in consideration of the following promises, covenants, and conditions, the COUNTY and USER (the "Parties") agree as follows:

1. USE:

In exchange for the fee described on Exhibit A hereto (the "License Fee"), the COUNTY does hereby grant, subject to the terms and provisions hereof, to USER permission to use the area specified in Exhibit A (the "Authorized Area"), for the use described in Exhibit A hereto, and no other purpose (the "Permitted Use").

2. CANCELLATION AND SECURITY DEPOSIT:

- a. Cancellation. USER's cancellation or failure to occupy the Authorized Area, as set forth herein, will result in the forfeiting of the License Fee. Furthermore, in the event USER fails to utilize the Authorized Area reserved herein on the date and at the time specified and for the use specified, COUNTY shall have the right to elect, in its sole and absolute discretion, in addition to any other remedy available at law or in equity, to terminate this Agreement.
- b. Security Deposit. Following USER's execution of this Agreement and prior to USER's use of the Authorized Area, USER shall deposit with COUNTY the security deposit amount set forth in Exhibit "A", as security for faithful performance of the terms of the Agreement.

COUNTY may deduct all reasonable charges from the security deposit, which shall include but not be limited to charges for (a) unpaid amounts and fees owing by USER under this Agreement; (b) costs of cleaning and repairing the Authorized Area and its contents for which USER is responsible; and/or (c) other items USER is responsible to pay under the terms of the Agreement.

In the event the deductions from the security deposit exceeds the amount of the security deposit, USER will pay COUNTY the excess amount within ten (10) days after COUNTY makes written demand on USER. The security deposit will be

applied first to any non-rent items then to any unpaid amounts or fees under this Agreement. The security deposit shall be held in a separate account for the benefit of USER, and any amounts not used pursuant to this Agreement shall be returned to USER, without interest and less any lawful deductions of same, within ten (10) days of the expiration or termination of this Agreement.

3. SERVICES AND AMENITIES:

- a. In the event that COUNTY provides, or causes to be provided, the following amenities and services for USER's Permitted Use (if such amenities and services are available at the Authorized Area), USER shall be obligated, within ten (10) days of USER's use of the Authorized Area, to pay the actual costs incurred by COUNTY for such amenities and services:
 - i. Heating, air conditioning, and ventilation that is required by USER, if any, of the Authorized Area; provided, however, USER shall not be obligated to pay for any such items if COUNTY would have provided them for its usual and customary use of the Authorized Area.
 - ii. Electric current adequate for the Permitted Use provided, however, USER shall not be obligated to pay for any such items if COUNTY would have provided them for its usual and customary use of the Authorized Area.
 - iii. Ordinary repair and maintenance of the interior and exterior of the Authorized Area made necessary by normal wear and tear.

USER hereby acknowledges that the above-described amenities and services may not be available at or on the Authorized Area. USER is hereby given notice that it shall be USER's responsibility to inspect the Authorized Area prior to executing this Agreement in order to ensure that the Authorized Area and the Permitted Use is suitable for USER's intended use and purpose. Furthermore, no interruption or malfunction of any service shall constitute an eviction or disturbance of USER's use and possession of the Authorized Area or breach by COUNTY of any of its obligations hereunder or render COUNTY liable for damages or entitle USER to be relieved of any obligation hereunder. In the event of any such interruption, COUNTY shall use reasonable diligence to restore such service.

4. CLEANING OF AUTHORIZED AREA:

USER shall provide any and all janitorial and cleaning services immediately after USER's use of the Authorized Area so that the Authorized Area is cleaned and restored to the condition in which the same was found before USER used such area.

5. PAYMENT REQUIREMENTS:

- (a) All payments are to be made payable to Williamson County and shall be paid upon the USER's execution and delivery of this Agreement to the COUNTY.

- (b) In the event of a cancellation, as set forth above, all License Fees and payments will not be refunded. All additional costs for labor and services supplied must be paid for by USER directly if a deposit has not been paid at the time of the cancellation.
- (c) All deposits and payments will be credited against costs when invoiced. Incidental costs and balance of any fees that may be due, if any, are due upon receipt of invoice.

6. CERTIFICATE OF INSURANCE:

USER shall provide COUNTY with a certificate of insurance evidencing comprehensive liability and property damage insurance with coverage of at least one million dollars (\$1,000,000) combined single limit. The coverage must be on a per occurrence basis and must be issued by a company licensed to provide such coverage in the State of Texas. The COUNTY shall be named as an additional insured. The required insurance must be provided to COUNTY at the time USER executes and delivers this Agreement to COUNTY, which must be prior to USER's use of the Authorized Area.

All insurance provided by USER shall provide that the same is, in relation to any insurance maintained by COUNTY, primary and such other insurance maintained by COUNTY shall be excess or non-contributory.

7. PARKING:

All vehicles and all equipment parked in, on or around the Authorized Area shall be parked in accordance with COUNTY's requirements, state law and/or local municipal ordinances.

8. INTERRUPTION OR TERMINATION OF PERMITTED USE

COUNTY shall retain the rights to cause the interruption of any Permitted Use in the interest of public safety, and to likewise cause the termination of such Permitted Use when, in the sole judgment of COUNTY, such act is necessary in the interests of public safety.

9. MANAGEMENT AND SAFETY:

In permitting the occupancy of Authorized Area by USER, COUNTY retains and does not relinquish the right to issue and enforce such rules, regulations, and directives as it may deem necessary for the safe, orderly, and commercially sound operation of the Authorized Area. COUNTY employees and agents may enter and have access to the areas furnished hereunder at any time, and authorized personnel may enter at reasonable times necessary to the performance of their duties. COUNTY reserves the right to eject any objectionable person or persons from the Authorized Area, including and upon the exercise of this authority through COUNTY, its agents or officers, **the USER, on behalf of itself, its agents, and employees, hereby waives any rights and all claims for damages against COUNTY arising from such occurrences.** The USER agrees that it

will not allow any person at, in or about the Authorized Area who shall, upon reasonable nondiscriminatory grounds, be objected to by COUNTY. Such person's right to use the Authorized Area and the Authorized Area therein may be revoked by COUNTY. Unless otherwise specified in writing, COUNTY shall be entitled to schedule other events similar to the Permitted Uses both before and after the date of this Agreement without notice to USER.

USER shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the USER's use of the Authorized Area. USER shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to USER and/or its agents, contractors, employees, patrons, performers or guests, all other persons in, on or around the Authorized Area and all property in, on or around the Authorized Area, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.

USER shall erect and maintain, as required by existing conditions and the intended use of the Authorized Area, all reasonable safeguards including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities. USER shall protect adjacent properties from any damage caused by acts of USER, and shall pay for any repairs to same made necessary by any acts of USER.

10. COOPERATION WITH ALL OTHER USERS:

USER acknowledges that COUNTY will make available, for use by others, such portions, areas, and facilities of the Authorized Area that are not subject to this Agreement. The USER agrees to cooperate in good faith with COUNTY and those persons using other portions and areas of the Authorized Area.

11. ALCOHOLIC BEVERAGES:

USER hereby acknowledges and agrees that **no** alcoholic beverages shall consumed or possessed by USER its agents, contractors, employees, patrons, performers, or guests while in, on or about the Authorized Area.

12. ASSUMPTION OF RISK:

USER, in using the Authorized Area and other facilities of the Authorized Area and equipment therein, if any, whether such equipment is specifically described or not, does so at its own risk. COUNTY shall not be liable for any damages to property or damages arising from personal injuries sustained by USER or any of its agents, contractors, employees, patrons, performers or guests, in, on or about the Authorized Area, or of any other portion of the Authorized Area, including buildings, parking area walkways of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct. USER assumes full responsibility for any property damage or injury which may occur to USER, its agents, contractors, employees, patrons, performers, or guests in, on or about the

Authorized Area or other portion of the Authorized Area, unless such damage or injury is caused by the COUNTY's negligence or willful misconduct.

13. **INDEMNIFICATION:**

USER SHALL CONDUCT ITS ACTIVITIES UPON THE AUTHORIZED AREA SO AS NOT TO ENDANGER ANY PERSON THEREON AND USER AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS COUNTY AND ITS RESPECTIVE OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PERSONS") FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS, DEMANDS, FINES, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND LITIGATION EXPENSES) TO WHICH ANY OF THE INDEMNIFIED PERSONS MAY BECOME SUBJECT BY REASON OF, OR IN ANY WAY RELATED TO, (I) THE USE OF THE AUTHORIZED AREA BY USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, PERFORMERS OR GUESTS OR BREACHES OF APPLICABLE CODES, LAWS, RULES AND REGULATIONS BY THE USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, PERFORMERS OR GUESTS, (II) ANY ACTION, OMISSION OR NEGLIGENCE, WHETHER IN WHOLE OR IN PART, OF THE USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, PERFORMERS OR GUESTS.

THE INDEMNIFIED PERSONS SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND THE USER HEREBY RELEASES AND FOREVER DISCHARGES THE INDEMNIFIED PERSONS FROM, ANY LOSS, DAMAGE OR INJURY TO ANY PERSON OR PROPERTY OF USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, PERFORMERS OR GUESTS IN, ON OR AROUND THE AUTHORIZED AREA OR OTHER PORTION OF THE AUTHORIZED AREA RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO THEFT AND VANDALISM. IN NO EVENT SHALL ANY INDEMNIFIED PERSONS BE LIABLE TO USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, PERFORMERS OR GUESTS FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES SUFFERED OR INCURRED BY USER OR ITS AGENTS, CONTRACTORS, EMPLOYEES, PATRONS, PERFORMERS OR GUESTS AS A RESULT OF THE ACTIONS OR OMISSIONS OF ANY INDEMNIFIED PERSON.

USER's indemnification obligations shall not apply to the extent the liability, loss, claim, demand, fine, penalty, cost, expenses, damage, or injury is caused by the sole negligence or misconduct of COUNTY or any of the INDEMNIFIED PERSONS.

14. **CAPACITY:**

USER shall not permit, nor admit a larger number of persons than can safely or freely move about the Authorized Area.

15. **STATUTES/PERMITS:**

USER hereby acknowledges that COUNTY requires the full compliance of all Federal, State, and local statutes and regulations as they may pertain to any and all activities conducted in, on or around the Authorized Area. This compliance includes sales activities

and the mandated collection and remittance of all appropriate State and local sales taxes and purchase of business, parade or other types of permits.

16. NON-DISCRIMINATION:

The USER shall not discriminate against any person or persons in connection with admission, services, or privileges offered to or enjoyed by the general public because of race, creed, ancestry, sexual orientation, disability, color, sex, marital status, age, religion or national origin.

17. FLAMMABLE MATERIALS:

USER shall not, without the prior written permission of COUNTY, use open flames, or use or store oils, burning fluids, camphene, kerosene, naphtha or gasoline or other gases for either mechanical or other purposes. USER shall file with COUNTY a written application for such use prior to USER obtaining COUNTY'S written permission therefor.

18. USE OF VEHICLES:

Except during specified move-in and move-out periods, the USER shall not drive or cause to be driven any vehicle on the Authorized Area without the written consent of the COUNTY.

19. LEGAL RECOURSE:

In the event the USER violates any of the terms or conditions of this Agreement, COUNTY shall have, in addition to any other legal recourse, the right to terminate this Agreement and obtain possession of the entire Authorized Area, and to remove and exclude the USER there from, all without service of notice or resort and without any legal liability on its part.

20. COMPLIANCE WITH LAW:

USER, at its sole cost and expense, shall comply and secure compliance with legal requirements, including, but not limited to, wage and hour guidelines, and shall faithfully observe and secure observance in the use of the Authorized Area of all municipal ordinances and State and Federal Statutes now in force or which may hereafter be in force.

21. NO SUBLETTING AND ASSIGNMENT:

USER shall not sublet, nor assign, pledge, hypothecate or mortgage this Agreement or any of its rights hereunder, without the prior written consent of the COUNTY.

22. LIENS:

USER agrees to pay promptly the costs, expenses and other charges incidental to the use and occupation of the Authorized Area authorized herein **and to hold the Indemnified Persons harmless from, and to indemnify and defend them against, any such**

expenses and charges and from all claims, demands and liens of whatever character arising by reason of contract, express or implied, or any part of any other act of omission on the part of any person other than the Indemnified Persons. Such costs shall include all expenses and attorneys' fees incurred by the Indemnified Persons in connection with any asserted claim, demand or lien.

23. FORCE MAJEURE:

In the event COUNTY's obligations to the USER under this Agreement should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond COUNTY's reasonable control, COUNTY shall not be liable to perform. The USER hereby waives any claim for damages or compensation for such delay or failure to perform, other than a return to it of any monies paid directly to COUNTY, but no other.

24. CANCELLATION BY COUNTY:

This Agreement may be canceled without liability to COUNTY, under any of the following conditions: (a) if the USER is found to have provided false or misleading information to COUNTY, (b) if COUNTY finds that the use or proposed use will be detrimental to the health, safety or morals of COUNTY or to the efficient operation of the Authorized Area for the public welfare, (c) should any individual or group (members or guests) willfully or negligently mistreat or damage the equipment or Authorized Area or violate any of the policies, rules, regulations, terms and conditions established for use of the Authorized Area, (d) for failure to notify COUNTY of cancellation of any date or dates covered by the Agreement, (e) if USER defaults on any or has not completed all conditions and requirements for use of Authorized Area within twenty (20) days prior to USER's use of the Authorized Area, (f) in case the Authorized Area or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including strikes, labor disputes, wars or acts of military authorities, shall render the fulfillment of the contract difficult or impossible to perform, (g) if the Authorized Area is needed for public necessity or emergency use as determined by COUNTY or (h) upon thirty (30) days' written notice to USER.

25. GOVERNING LAW, VENUE:

Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

26. BINDING EFFECT, ASSIGNABILITY:

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns subject, in the case of USER, to the provisions of Section 21 above.

27. SEVERABILITY:

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

28. INDEMNIFICATION BY COUNTY:

USER acknowledges and agrees that under the Constitution and the laws of the State of Texas, COUNTY cannot enter into an agreement whereby COUNTY agrees to indemnify or hold harmless any other party, including but not limited to USER.

29. NOTICE:

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

USER: As set forth on below USER's execution herein below

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

30. THIRD PARTY BENEFICIARIES:

This Agreement is for the sole and exclusive benefit of the parties hereto, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.

31. REPORTS OF ACCIDENTS:

Within 24 hours after USER becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third

person (other than an employee of the USER), whether or not it results from or involves any action or failure to act by the USER or any employee or agent of the USER and which arises in any manner relating to the USER's use of the Authorized Area, the USER shall send a written report of such accident or other event to the COUNTY, setting forth a full and concise statement of the facts pertaining thereto. The USER shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the USER, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the USER's use of the Authorized Area under this Agreement.

32. CONSTRUCTION:

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

33. RELATIONSHIP OF THE PARTIES:

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

34. NO WAIVER:

No action or inaction taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and such action or inaction will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.

35. OWNERSHIP OF PRODUCTION; PHOTOGRAPHY

If USER's use of the Authorized Area is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by USER and its successors, assigns and licensees, and neither COUNTY nor any tenant or other party now or hereafter having an interest in the Authorized Area shall have any right of action against USER or any other party arising out of any use of said still pictures, motion pictures, videotapes, photographs and/or sound recordings. In connection with USER's user of the Authorized Area and the production of photography, USER may refer to the Authorized Area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Authorized Area. COUNTY irrevocably grants to USER and USER's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and

recreate all or a portion of the Authorized Area and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing; provided, however, the Authorized Area shall not be used for the production of any movie or scene that would be considered to be obscene pursuant to state and federal laws.

36. ENTIRETY OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

37. RETURN OF AGREEMENT

USER's Executed Agreement must be returned to the office of the Williamson County Judge at least twenty (20) days prior to the date that USER's intends to use of the Authorized Area, accompanied by payment of all fees and other conditions then due or this Agreement will be deemed null and void.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

AS ACCEPTED AND EXECUTED:

COUNTY:

Bill Gravell, Jr., Williamson County Judge

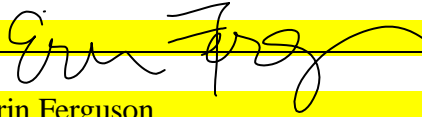
DATED _____, 20____

USER:

Austin Dog Rescue

Company / Organization

Authorized Signer: _____



Printed Name: _____
Erin Ferguson

Representative Capacity: _____
Board Member

DATED _____, 2024
October 20

Contact Person: _____
Erin Ferguson

Address: _____
1851 Live Oak Cemetery Rd

Killeen, TX 77652

Phone No.: _____
(512) 743-8303

EXHIBIT A

DESCRIPTION AND GENERAL TERMS OF AUTHORIZED AREA

The COUNTY does hereby grant, subject to the terms and provisions hereof, to USER, permission to use the following specified area(s), ingress, and egress thereto via corridors and public areas devoted to ingress and egress, (the “Authorized Area”), for the following use and no other purpose (the “Permitted Use”):

Date(s):

From - November 8, 2024

To - November 12, 2024

Hours:

7 a.m. to 7 p.m.

Permitted Use (Description of Use):

MASH Community Spay / Neuter event

Primarily for the citizens of Williamson County

Authorized Area (Location):

Williamson County Regional Animal Shelter
Community Room, Lobby, Bathroom, Laundry Room,
and Cat Area

License Fee:

The Parties recognize that this Agreement is substantiated by sufficient and valuable consideration, provided that the Permitted Use outlined herein yields a significant public benefit by enhancing animal welfare, promoting responsible pet ownership, and potentially reducing the burden on the Animal Shelter by reducing the number of abandoned or surrendered animals and reducing the expenditure of valuable resources.

Security Deposit:

\$ 0

Commissioners Court - Regular Session**10.****Meeting Date:** 10/29/2024

Discuss, consider, and take appropriate action on grant forms from the General Land Office for the Williamson County Hazard Mitigation Plan.

Submitted For: Bruce Clements**Submitted By:** Bruce Clements, Emergency Services Dept.**Department:** Emergency Services Dept.**Agenda Category:** Consent

Information**Agenda Item**

Discuss, consider, and take appropriate action on grant forms from the General Land Office for the Williamson County Hazard Mitigation Plan. There is a Signatory and Designee form along with an authorization Resolution attached.

Background

In February of 2024, Williamson County was awarded a grant from the General Land Office for the county Hazard Mitigation Plan. The grant provides the funding for the County to contract with a vendor to write a Hazard Mitigation Plan for the County. The plan identifies hazards in the county and mitigation actions to address those hazards. Once the plan is approved, it will enable the County to receive FEMA hazard mitigation project grant funding.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Signatory Designation Form
Resolution Authorizing Signatures

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Bruce Clements

Final Approval Date: 10/24/2024

Reviewed By

Becky Pruitt

Date

10/24/2024 03:23 PM

Started On: 10/24/2024 11:14 AM



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Subrecipient:	Williamson County	Contract Number:	22-130-058-E524
---------------	-------------------	------------------	-----------------

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Bill Gravell, Jr.	Julie Kiley
Name	Name
County Judge	County Auditor
Title	Title
Signature	Signature
Name	Name
Title	Title
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Wells Fargo	
Name of Lending Institution	
111 S Austin Ave, Georgetown, TX 78626	
Address	
Georgetown, TX 78626	
City, State, Zip Code	
Fund Account Number:	4 9 4 3 9 5 1 6 0 8

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Julie Kiley	Jody Cook
Name	Name
County Auditor	Accountant II
Title	Title
Signature	Signature



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Depository/Authorized Signatories Designation Form

Scott Heselmeyer	Jody Cook
Name	Name
County Treasurer	Accountant II
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE LOCAL HAZARD MITIGATION PLANS PROGRAM (LHMPP) GENERAL LAND OFFICE (GLO) STATE CONTRACT NUMBER 22-130-058-E524.

WHEREAS, Williamson County has received a Local Hazard Mitigation Plans Program award to provide a Local Hazard Mitigation Plan Update; and

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents requesting funds from the Texas General Land Office and;

WHEREAS, an original signed copy of the LHMPP Depository/Authorized Signatories Designation Form is to be submitted with a copy of this Resolution, and;

WHEREAS, Williamson County acknowledges that in the event that an authorized signatory changes (elections, illness, resignations, etc.) the following will be required:

- a resolution stating the new authorized signatory (A new resolution is not required if this original resolution names only the title and not the name of the signatory); and
- a revised LHMPP *Depository/Authorized Signatories Designation Form*.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AS FOLLOWS:

SECTION 1: The County Judge and County Auditor will be authorized to execute contractual documents between the Texas General Land Office and the County for the Local Hazard Mitigation Plans Program.

SECTION 2: The County Judge, County Auditor and County Treasurer will be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the Local Hazard Mitigation Plans Program.

PASSED AND APPROVED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS on _____, 2024.

By: _____
As Presiding Officer of the
Williamson County Commissioners Court

ATTEST:

By: _____
Williamson County Clerk/Deputy Williamson County Clerk

Commissioners Court - Regular Session**11.****Meeting Date:** 10/29/2024

Approval of Granger Lake Easement Fee for Remote Automated Weather Station (RAWS) for Emergency Communications

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving Easement No DACW63-2-24-0629 with The Department of the Army, in the amount of \$1,160.00 and authorize the execution of the agreement. P383

Background

This agreement is for an easement to grant permission to construct, operate, and maintain a Remote Automated Weather Station (RAWS) at Granger Lake, Texas. A Texas Ethics Form 1295 is not required as this easement is with the Department of the Army, Army Corp of Engineers. The funding source is P383, Origination ID no.1338, and the points of contact are Julia Hansen and Damaris Morales.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Granger Lake Easement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 10/24/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/23/2024 04:45 PM

10/24/2024 08:54 AM

Started On: 10/22/2024 11:18 AM



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, FORT WORTH DISTRICT
P.O. BOX 17300
FORT WORTH, TX 76102-0300

October 3, 2024

Real Estate Division

SUBJECT: Granger Lake, Texas; Easement No. DACW63-2-24-0629

Mr. Bill Zito
Senior Director
Williamson County Emergency Services
911 Tracy Chambers Lane
Georgetown, Texas 78626

Dear Mr. Zito:

Enclosed is a copy of the subject easement granting you permission to construct, operate, and maintain a Remote Automated Weather Station at Granger Lake, Texas. The total administrative cost for this easement is \$1,160, payable immediately upon receipt.

Please sign, date, and return the easement, along with your payment to the above address, Attention: CESWF-RE-M (Ms. Lanell Woodard). Make the check or money order payable to F&A Officer, USAED, Fort Worth. Once signed, a fully executed copy of the easement shall be returned to you for your records.

If you have any questions, please contact Ms. Lanell Woodard, 817-886-1991 or glennis.l.woodard@usace.army.mil.

Sincerely,

A handwritten signature in black ink, appearing to read "James B. Miller", is written over a horizontal line.

For James B. Miller
Chief, Management and Disposal Branch
Real Estate Division

Enclosure

DEPARTMENT OF THE ARMY
EASEMENT FOR WEATHER STATION
LOCATED AT
GRANGER LAKE
WILLIAMSON COUNTY, TEXAS

THE SECRETARY OF THE ARMY under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will not be against the public interest, hereby grants to **Williamson County**, hereinafter referred to as the Grantee, an easement for a Remote Automated Weather Station, on an area of land being 20 feet wide and 20 feet long, approximately 0.009 acre of land, and ingress and egress, hereinafter referred to as the Facilities over, across, in and upon the lands of the United States as identified in **EXHIBITS A – MAP, B – SURVEY, and C – LEGAL DESCRIPTION**, attached hereto and made a part hereof, hereinafter referred to as the Premises.

THIS EASEMENT is granted subject to the following conditions:

1. TERM

This easement is granted for a term of **twenty-five (25)** years, beginning **October 1, 2024** and ending **September 30, 2049**.

2. CONSIDERATION

The consideration for this easement shall be the construction, operation, and maintenance of the Remote Automated Weather Station for the benefit of the general public and the United States in accordance with the terms and conditions hereinafter set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this easement shall be addressed, if to the Grantee, to Williamson County, 911 Tracy Chambers Lane, Georgetown, Texas 78626; and if to the United States, to the Real Estate Contracting Officer, Attention: Real Estate Contracting Officer, CESWF-RE-M, Post Office Box 17300, Fort Worth, Texas 76102-0300, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and

deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer" shall include their duly authorized representatives. Any reference to "Grantee" shall include assignees, transferees and their duly authorized representatives.

5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The construction, operation, maintenance, repair or replacement of said Facilities, including fences, shall be performed at no cost or expense to the United States and subject to the approval of the Real Estate Contracting Officer, Fort Worth District, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the Premises to the satisfaction of said officer. The use and occupation of the Premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

6. APPLICABLE LAWS AND REGULATIONS

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the Premises are located, including but not limited to, the provisions of the latest edition of the National Electrical Safety Code (NESC) and the Environmental Protection Agency regulations on Polychlorinated Biphenyls (PCB's).

7. CONDITION OF PREMISES

The Grantee acknowledges that it has inspected the Premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

8. INSPECTION AND REPAIRS

The Grantee shall inspect the Facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

9. PROTECTION OF GOVERNMENT PROPERTY

The Grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the Grantee under this easement, and

shall exercise due diligence in the protection of all property located on the Premises against fire or damage from any and all causes. Any property of the United States damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

10. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the Premises at any time and for any purpose necessary or convenient in connection with government purposes, to make inspections, to remove timber or other material, except property of the Grantee, to flood the Premises and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

11. TRANSFERS AND ASSIGNMENTS

Without proper written approval by said Real Estate Contracting Officer, the Grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall insure to the benefit of the representatives, successors and assigns of the Grantee.

12. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the Grantee's officers, agents, or employees or others who may be on the Premises at their invitation or the invitation of any one of them, and the Grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

13. SUBJECT TO EASEMENTS

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the Premises, provided that the proposed grant of any new easement or route will be coordinated with the Grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the Premises by the Grantee.

14. REQUIRED SERVICES

The Grantee shall furnish through said Facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the Grantee for similar service.

15. RELOCATION OF FACILITIES

In the event all or any portion of the Premises occupied by the said Facilities shall be needed by the United States, or in the event the existence of said Facilities is determined to be detrimental to governmental activities, the Grantee shall from time to time, upon notice to do so, and as often as so notified, remove said Facilities to such other location on the Premises as may be designated by said officer. In the event said Facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the Grantee.

16. TERMINATION

This easement may be terminated by the Secretary upon 30 days written notice to the Grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the Grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

17. SOIL AND WATER CONSERVATION

The Grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said Premises at the beginning of or that may be constructed by the Grantee during the term of this easement, and the Grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the Premises resulting from the activities of the Grantee shall be corrected by the Grantee as directed by said officer.

18. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties hereto shall protect the Premises against pollution of its air, ground and water. The Grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Premises is

specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the Premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the Premises shall be in conformance with all applicable Federal, state, interstate, and local laws and regulations. The Grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the Premises.

c. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

19. PHASE I ENVIRONMENTAL SITE ASSESSMENT

A Phase I Environmental Site Assessment (ESA), documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **EXHIBIT D**. Upon revocation or termination of this easement, another ESA shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Grantee in accordance with the condition on **RESTORATION**.

20. HISTORIC PRESERVATION

The Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the Premises, the Grantee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

21. NON-DISCRIMINATION

a. The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin or religion.

b. The Grantee shall not discriminate against any person or persons or exclude them from participation in the Grantee's operations, programs or activities because of race, color, religion, sex, age, handicap or national origin in the conduct of operations on the Premises. The Grantee will comply with the Americans with Disabilities Act and

attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

22. RESTORATION

On or before the termination or revocation of this easement, the Grantee shall, without expense to the United States and within such time as said officer may indicate, restore the Premises to the satisfaction of said officer. In the event the Grantee shall fail to restore the Premises, at the option of said officer, said improvements shall either become the property of the United States without compensation therefore, or said officer shall have the option to perform the restoration at the expense of the Grantee, and the Grantee shall have no claim for damages against the United States or its officers or agents for such action.

23. DISCLAIMER

This instrument is effective only insofar as the rights of the United States in the Premises are concerned; and the Grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity for obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344), Section 408 (33 U.S.C. § 408) or any other permit or license which may be required by Federal, state, interstate or local laws in connection with the use of the Premises.

24. DETERMINATION REGARDING EXECUTIVE ORDER 13658

a. It has been determined this contract is not subject to Executive Order 13658 or the regulations issued by the Secretary of Labor in 29 CFR Part 10 pursuant to the Executive Order.

b. If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suites, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

25. DETERMINATION REGARDING EXECUTIVE ORDER 13706

It has been determined this contract is not subject to Executive Order 13706 or the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order.

26. ADDED CONDITIONS

a. The construction shall be completed within the area as reflected in **Exhibits A – Map, B – Survey, and C – Legal Description.**

b. All construction shall be completed according to the plan as shown in **Exhibit E – Plan.**

c. Grantee shall coordinate construction activities with the Granger Lake Office at (512) 859-2668, prior to commencement of work.

d. Access to the easement area is granted through the Taylor Park West trailhead off County Road 496, crossing Tract 354, as shown on **Exhibit A – Map.**

e. After construction is complete, Grantee shall provide the completed Inventory Record for Private Real Property on Federal Land form for all improvements on Government property, attached as **Exhibit F – Private Property Inventory.**

THIS EASEMENT is not subject to Title 10, United States Code, Section 2662, as amended.

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IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, 2024.

Lee A. Flannery
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

THIS EASEMENT is also executed by the Grantee this _____ day of _____, 2024.

Williamson County

Signature

Title

CERTIFICATE OF AUTHORITY

I, _____ (Name), certify that I am the
_____ (Title) of **Williamson County, Texas**, named as the
Grantee herein; and that _____ (signator of outgrant), who
signed the foregoing instrument on behalf of the Grantee, was then
_____ (title of signator of outgrant) of **Williamson County, Texas**. I
further certify that the said officer was acting within the scope of powers delegated to
this governing body of the Grantee in executing said instrument.

Williamson County, Texas

Date

Authorized Representative

Title

AFFIX COMPANY SEAL

NOTE: This form certifies that the person signing the attached instrument has the authority to do so. The signature of the Secretary/Attesting Officer and the individual signing the attached instrument cannot be the same person.

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

SS.

§

COUNTY OF TARRANT

On this _____ day of _____, 2024, before me, the undersigned officer, personally appeared within named _____, _____, United States Army Corps of Engineers, Fort Worth District, on behalf of the United States of America, and known to me to be the person whose name is subscribed to the foregoing instrument by virtue of the above-cited authority and acknowledged to me that he executed the same in such capacity for the purposes and consideration therein expressed.

Given under my hand and seal this _____ day of _____, 2024.

Notary Public, State of Texas

My Commission Expires: _____

Printed Name: _____

STATE OF TEXAS

§

§

SS.

§

COUNTY OF _____

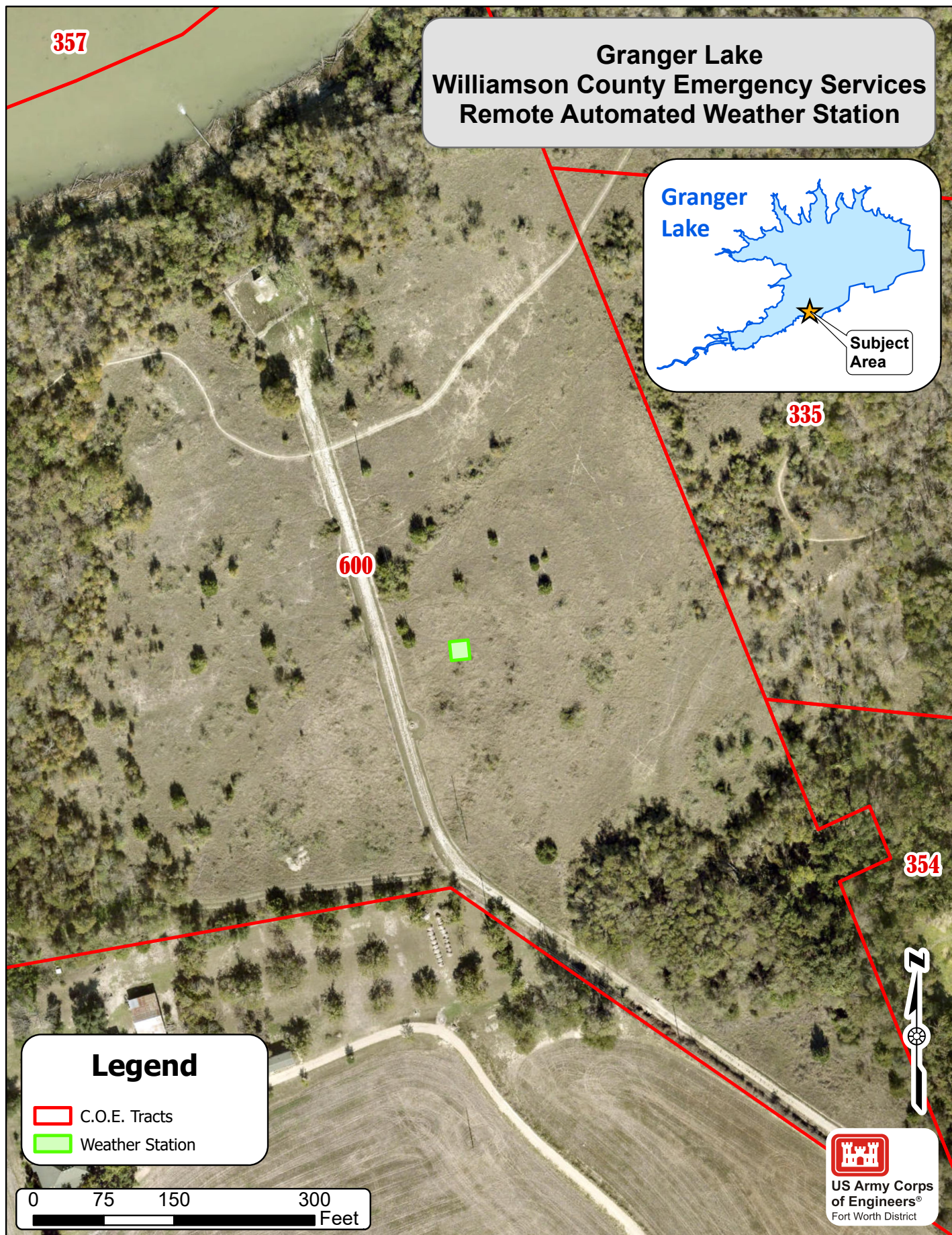
On this _____ day of _____, 2024, before me, the undersigned officer, personally appeared _____, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

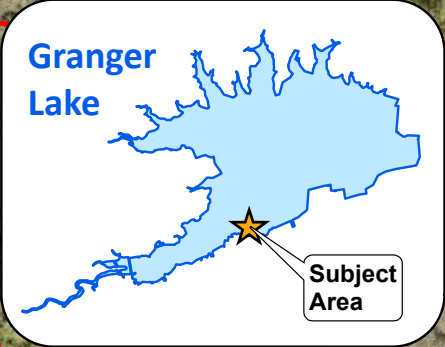
Notary Public, State of Texas

My Commission Expires: _____

Printed Name: _____

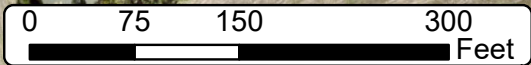


**Granger Lake
Williamson County Emergency Services
Remote Automated Weather Station**



Legend

- C.O.E. Tracts
- Weather Station




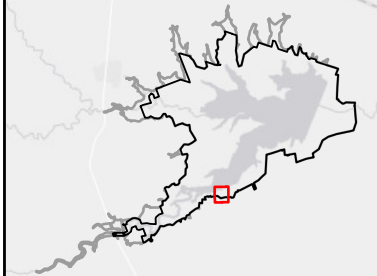


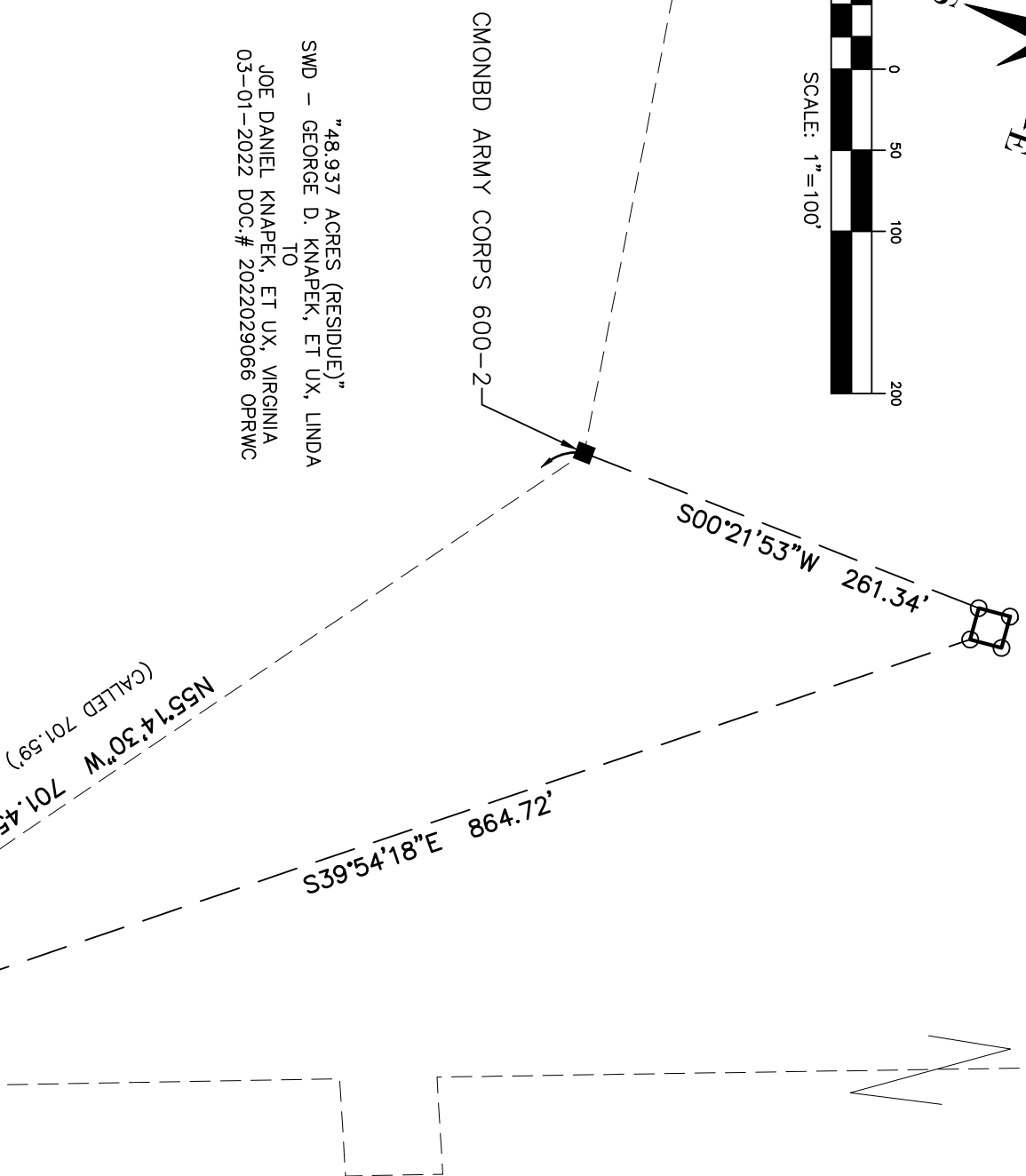
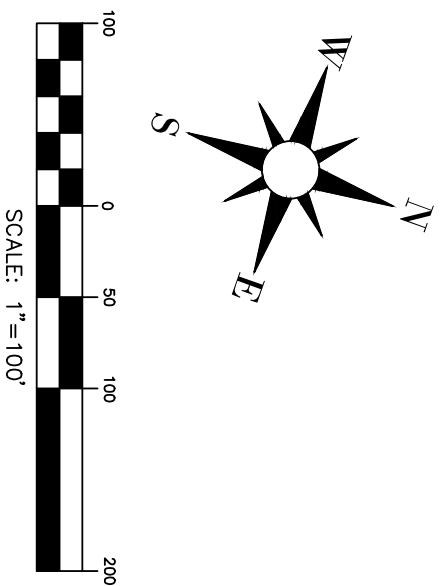
EASEMENT REQUEST

Williamson County Emergency Services Remote Automated Weather Station

Tract 600 w/Access via Tract 354, Granger Lake, TX



 <p>US Army Corps of Engineers®</p> <p>Tract(s): 600 (Access via 354)</p>	<ul style="list-style-type: none"> ACCESS EASEMENT FEE BOUNDARY FLOWAGE EASEMENT TRACT BOUNDARY PROPERTY MONUMENTS 	<div style="text-align: center;">  </div> <div style="text-align: center; margin-top: 10px;">  <p>0 280 560 Feet</p> <p>1 inch = 352 feet</p> </div>	
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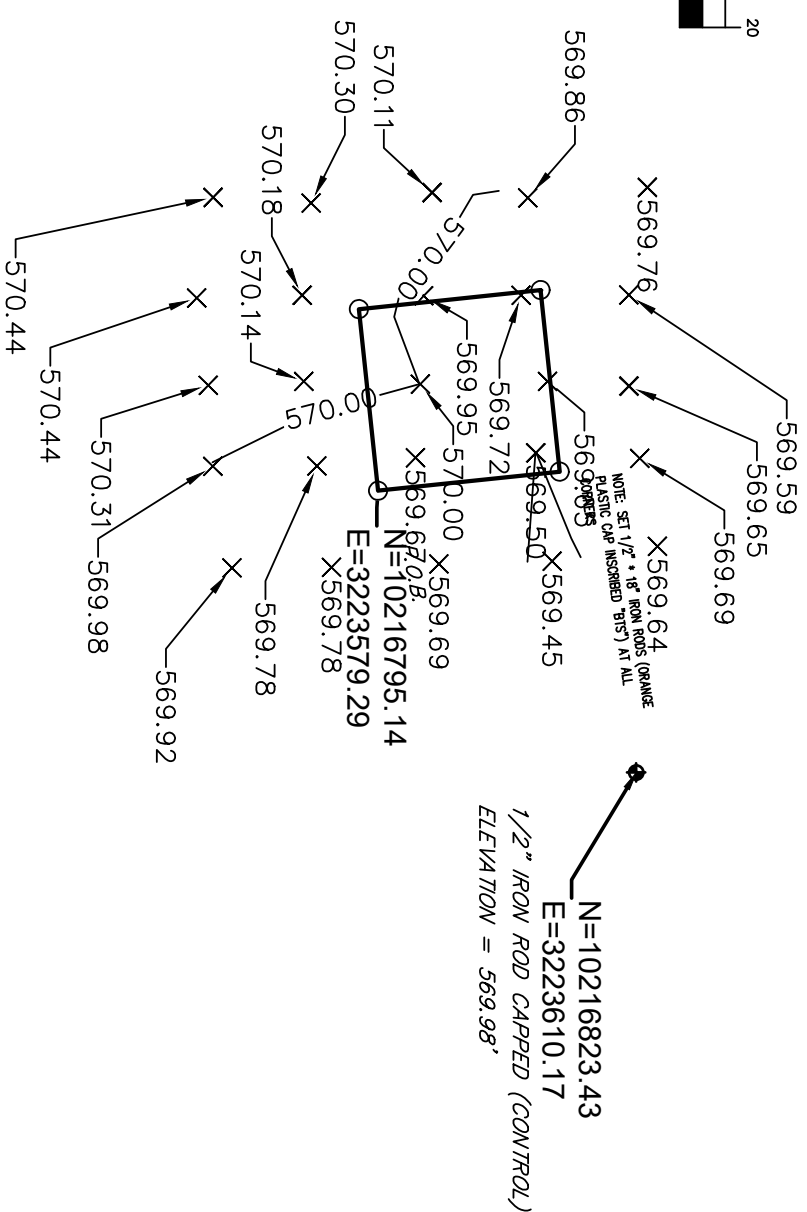
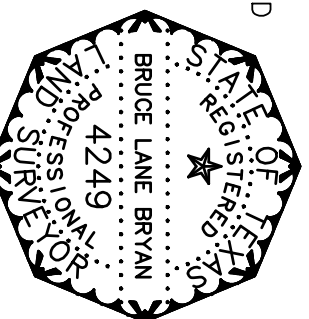


TO: **WILLIAMSON COUNTY**

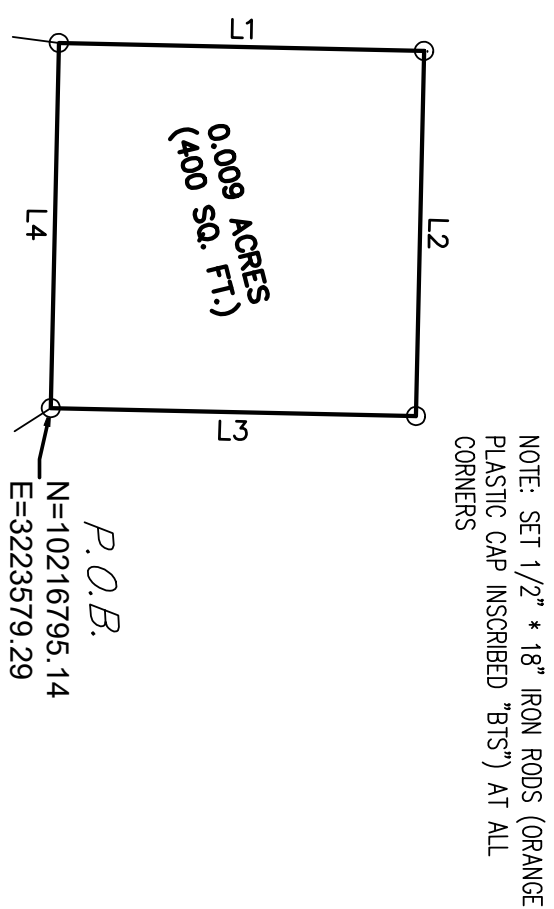
THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY **1B**, CONDITION **III** SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

08-19-2024

DATE
BRUCE L. BRYAN, R.P.L.S.
TEXAS REGISTRATION NO. 4249



1.R. – IRON ROD
 1.P. – IRON PIPE
 R.O.W. – RIGHT-OF-WAY
 D.R.W. – DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
 O.R.M.C. – OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
 O.P.M.C. – OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
 WD – WARRANTY DEED
 GMD – GENERAL WARRANTY DEED
 SMD – SPECIAL WARRANTY DEED
 W/YL – DEED WITH VENDORS, LIEN
 WCR – WILLIAMSON COUNTY ROAD
 P.O.C. – PLACE OF COMMENCING
 P.O.B. – PLACE OF BEGINNING



LINE TABLE		
LINE	LENGTH	BEARING
L1	20.00	N06°00'15"W
L2	20.00	N83°59'45"E
L3	20.00	S06°00'15"E
L4	20.00	S83°59'45"W

1. THE BEARINGS AND COORDINATES SHOWN HEREON ARE ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD 83 ADJUSTMENT AND ARE GRID VALUES, ELEVATIONS ARE BASED ON NAVD 1988, GEOID MODEL 2018.

2. THIS SURVEY WAS PREPARED **WITHOUT** THE BENEFIT OF TITLE REPORT. PARTIES TO THIS TRANSACTION ARE RESPONSIBLE FOR VERIFICATION OF ALL EASEMENTS, COVENANTS AND CONDITIONS WHICH MAY AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.

3. THERE ARE NO ENCROACHMENTS, CONFLICTS OR PROTRUSIONS, EXCEPT AS SHOWN HEREON, AND SAID PROPERTY HAS ACCESS TO AND FROM A DEDICATED ROADWAY.

4. ALL SET IRON RODS HAVE ORANGE PLASTIC CAPS STAMPED "BTS".

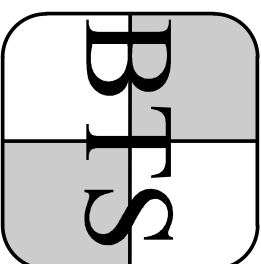
5. THERE IS A METES AND BOUNDS DESCRIPTION WHICH ACCOMPANIES THIS SURVEY.

SCALE: 1" = 5000'

WILLIAMSON COUNTY RAWS
CELL TOWER SITE

20' * 20' SITE OUT OF THE
PEDRO GARZA SURVEY
ABSTRACT NO. 14
WILLIAMSON COUNTY, TEXAS

BRYAN TECHNICAL SERVICES, INC.



911 NORTH MAIN
TAYLOR, TX 76574

PHONE: (512) 352-9090

FIRM No. 10128500

www.bryanttechnicalservices.com

NO.	DATE	REVISIONS	BY

FIELD CREW: PT/LR
CHECKED BY: BLB

SCALE: VARIES

APPROVED BY: BL

PROJECT NO. 24-808	DATE: 08-13-2024
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April 1, 2024

0.009 ACRE (400 SQUARE FEET)

These notes describe that certain tract of land being out of and part of the **PEDRO GARZA SURVEY, ABSTRACT NO. 14**, located in Williamson County, Texas, and being out of and a part of that certain called "Tract No. 600 – 23.20 Acres" conveyed by General Warranty Deed from A. D. Goetz, et ux, Rosa Goetz to United States of America dated 07-12-1973 recorded in Volume 571, Page 273 of the Deed Records of Williamson County, Texas (DRWC), being surveyed on the ground under the direct supervision of Bruce Lane Bryan, Registered Professional Land Surveyor No. 4249, during the Month of August 2024 and being more fully described as follows:

BEGINNING at a 1/2" iron rod set (orange plastic cap inscribed "BTS") (*N: 10,216,795.14 feet, E: 3,223,579.29 feet*) at the Southeast corner of subject tract; for reference a found concrete monument with brass disc inscribed "Army Corp. 354-3" at the South corner of said "Tract No. 600 – 23.20 Acres" bears South 39° 54' 18" East a distance of 864.72 feet;

THENCE South 83° 59' 45" West with the South line of subject tract a distance of **20.00 feet** to a 1/2" iron rod set (orange plastic cap inscribed "BTS") at the Southwest corner of same; for reference a found concrete monument with brass disc inscribed "Army Corp. 600-2" at an interior corner of said "Tract No. 600 – 23.20 Acres" bears South 00° 21' 53" West a distance of 261.34 feet, same being an exterior corner of a called "48.937 Acres (residue)" as conveyed in a Special Warranty Deed from George D. Knappek, et ux, Linda to Joe Daniel Knappek, et ux Virginia dated 03-01-2022 as recorded in Document No. 2022029066 of the Official Public Records of Williamson County (OPRWC);

THENCE North 06° 00' 15" West with the West line of subject tract a distance of **20.00 feet** to a 1/2" iron rod set (orange plastic cap inscribed "BTS") at the Northwest corner of same;

THENCE North 83° 59' 45" East with the North line of subject tract a distance of **20.00 feet** to a 1/2" iron rod set (orange plastic cap inscribed "BTS") at the Northeast corner of same;

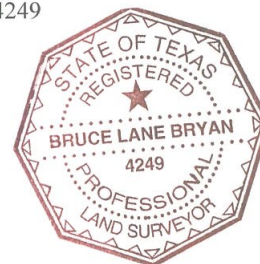
THENCE South 06° 00' 15" East with the East line of subject tract a distance of **20.00 feet** to the **PLACE OF BEGINNING**, containing according to the dimensions herein stated, an area of **0.009 Acre (400 SQUARE FEET) Acres**.

Surveyor's Note: Surveyor's Note: Attention is invited to accompanying plat for location of improvements, adjoiner information, visible utilities and roadways. Bearings and coordinates shown hereon based on Texas State Plane Coordinate System (central zone 4203) NAD 83 adjustment.



Bruce Lane Bryan
TBPLS FIRM No. 10128500
911 N. Main, Taylor TX 76574

Registered Professional Land Surveyor No. 4249



PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)

1. REAL PROPERTY TRANSACTION: The U.S. Army Corps of Engineers proposes to issue Easement No. DACW63-2-24-0629, which will allow Williamson County Emergency Services to install a Remote Automated Weather Station on 0.009 acre of land at Granger Lake, Texas, to facilitate the collection of weather data in the eastern part of the county and improve regional coverage. The new easement will become effective on October 1, 2024, and expires on September 30, 2049.

a. A COMPREHENSIVE RECORDS SEARCH was conducted which included a review of the following areas:

- 1) Real Estate Division files;
- 2) Real Estate Division maps;
- 3) Granger Lake Master plan;
- 4) Operations Division files;
- 5) Environmental Review Guide for Operations (ERGO).

b. INTERVIEWS WERE CONDUCTED with the following: N/A

c. A SITE INVESTIGATION was performed by U.S. Army Corps of Engineers Lake Manager, Bradley Ellis, on April 9, 2024, which consisted of a visual inspection of the area.

2. STATEMENT OF FINDINGS

a. COMPREHENSIVE RECORDS SEARCH SUMMARY

A complete search of the District files which pertain to the proposed easement area was made as stated in 1.a. above. The records search revealed no other evidence of any hazardous substance being stored, released or disposed of on the property involved. The operating plans and historical records also showed no other evidence of any activity which would have contaminated the property with hazardous substances.

b. SITE INVESTIGATION SUMMARY

A site investigation of the proposed easement area was made as stated in 1.c. above. This visual inspection revealed no unusual odors, stained soils, stressed

vegetation, suspicious seepage, manmade land features, unnatural surface features or other evidence that would indicate the presence of hazardous wastes. Based on this inspection it was determined no hazardous substance has been stored, released or disposed of on the property involved. Project personnel have no other knowledge of past activities which might have created a hazardous situation.

Prepared By: LANELL WOODARD
Realty Specialist
Management and Disposal Branch

Date

Approved By: LEE A. FLANNERY
Deputy Chief, Real Estate Division
Real Estate Contracting Officer

Date



Williamson County Emergency Services

911 Tracy Chambers Ln.
Georgetown, Tx. 78626
512-864-8200

To: US Army Corp of Engineers, Granger Lake

From: Williamson County Emergency Services

Re: Example Remote Automated Weather Station/Plan

Specifications: The footprint of the fence is 20x20 feet, 4' Tall Chain Link Fence with (1) 8' Double Drive Gate, and Bottom Rail. The ground disturbance is minimal. The station is a tripod shape with large flat triangular feet that are anchored with 18–24-inch rebar. There is also a 6-foot grounding rod.



INVENTORY RECORD FOR PRIVATE REAL PROPERTY ON FEDERAL LAND
Submit with Photo of Real Property

Lake: Granger		OUTGRANT NO. DACW63-2-24-0629	
Property Id Code:		Property ID of replacement	
Structure Desc:			
Private Acquired/Constructed Date:		Private Acquired/Constructed Cost:	
Federal Acquired/Constructed Date:		Federal Acquired/Constructed Cost:	
Inspection Date:			
Real Property Type (Bldg, Structure)		Operational Status	

OUTGRANT STATUS

Structure Permit Date:		Termination Date:	
Outgrant Start Date:		Outgrant Expiration:	
Removal Requirement:			

Size

Length:		Width:		Height:		Num Of Floors:	
Gross Square Feet (must be > 0)							
Structural Unit (must be > 0)				Unit of Measure			
Construction Material Code:				Wall Material Code:			

Main Location

Latitude:			Longitude:		
Street Address					
City			County		
				State	

Recreational Area Location

Zip code			Congressional District	
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Accountability/Ownership

Owner:			
Owner Address:			

FIELD	DEFINITION
Property Id Code	Assigned by Corps of Engineers
Property Id Code Replaces	If Facility replace a property constructed by the Corps of Engineers identify Corps of Engineers Property ID Code
Structure Type:	Description of Real Property, include quantity (ie, number of miles for roads or number of feet for parking number of campsites for
Acquired/Constructed Date:	Date of Acquisition or Construction Completed
Acquired/Constructed Cost:	Final Cost of Acquisition or Construction
Inspection Date:	On a new construction, this would be the date of the walk through inspection for acceptance.
Real Property Type	Buildings, Structure, linear structure
Status	Predominant physical / operational status of the asset.
Status Indicator (A, I, E, D)	A (Active), I (Inactive), E (Excess), D (Disposed) - main physical / operational status / use.
Historical Status (1, 2, 3, 4, 5, 6)	Historical Status is reported on all owned and leased buildings, structures, and land assets, except those assets that have been evaluated and for which disclosure of historic status is restricted based upon EO 13007 and Section 304 of the National Historic Preservation Act. Otherwise managed assets (Legal Interest = S, or F) are excluded. Otherwise managed assets (Legal Interest = M) are required.
Size	Size of the real property asset according to appropriate Unit of Measure.
Gross Square Feet (must be > 0)	For building records
Structural Unit (must be > 0)	For structure records - report Structural Unit (size) along with Unit of Measure.
Unit of Measure	Report Unit of Measure along with Structural Unit (size) for each structure record, refer to the Unit of Measure table. Values are: 1 (Each), 2 (Lane Miles), 3 (Linear Feet), 4 (Miles), 5 (Square Yards).
Main Location	Street delivery address for the asset OR the Latitude and Longitude coordinates.
Street Address	GIS format Street Address of the asset. Street Address of at least main gate or main entrance (if security issue in reporting Lat / Long) if located on installation or campus ELSE report ZIP code in this field. For overseas locations with no ZIP code, report nearest city and country in this field.
Latitude	In decimals (Lat/Long optional if Street Address is reported).
Longitude	In decimals (Lat/Long optional if Street Address is reported).
Recreational Area Location	Location of structure - if in a Park use park name
City	City or town associated with the Main Location.
State	State associated with the Main Location. Not required for foreign assets.
County	County associated with the Main Location. Not required for foreign assets.
Zip code	5-digit ZIP code and if known the 4-digit suffix. ZIP codes from USPS.

Commissioners Court - Regular Session**12.****Meeting Date:** 10/29/2024

ISKCON Vehicle Reimbursement Agreement for County Sheriff

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

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with ISKCON of Round Rock for off duty contracting of County Sheriff Deputies to be effective October 29, 2024.

Background

This agreement gives permission for ISKCON of Round Rock to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage for general security and traffic control at their Festival of India event on November 2nd at 4305 Sam Bass Rd in Round Rock. This agreement will terminate on September 30, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ISKCON

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 10/23/2024

Reviewed By

Becky Pruitt

Date

10/23/2024 10:58 AM

Started On: 10/18/2024 02:48 PM

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. *NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.*
2. It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time). If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 29th, 2024 and shall terminate on September 30, 2025. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' 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.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of \$ 14.00 per hour per vehicle (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA: At the address set forth on signature page below

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

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

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

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: ISKCON of Round Rock/Austin
Signature: Gardhi Krishnas,
Printed Name: Sureet Gardhi Inc.
Title: Volunteer
Date: October 9, 2024

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff
Printed Name of Official: Michael T. Gleason
Signature of Official: Michael T. Gleason
Date: October 18, 2024
Address of Office: 508 S. Rock St.
Georgetown, TX 78626

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK²

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____, 20____

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

Commissioners Court - Regular Session**13.****Meeting Date:** 10/29/2024

Hare Krishna Temple of Austin Vehicle Reimbursement Agreement for County Sheriff

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

Information**Agenda Item**

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with Hare Krishna Temple of Austin for off duty contracting of County Sheriff Deputies to be effective October 29, 2024.

Background

This agreement gives permission for Hare Krishna Temple of Austin to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage for general security and traffic control at their Diwali celebration on October 31st and Govardhan Puja celebration on November 2nd at 1003 Adventure Lane, Cedar Park. This agreement will terminate on September 30, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Hare Krishna Temple of Austin

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Starla Hall

Final Approval Date: 10/23/2024

Reviewed By

Becky Pruitt

Date

10/23/2024 11:14 AM

Started On: 10/22/2024 04:05 PM

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***
2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.
3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars (\$10,000) per occurrence for property damage, One Hundred Thousand Dollars (\$100,000) per person, and Three Hundred Thousand Dollars (\$300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on October 29, 2024 and shall terminate on September 30, 2025. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' 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.¹
6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.
7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of \$ 14.00 **per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).
8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

LEA:

At the address set forth on signature page below

COUNTY:

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

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

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

10. Each party to this AGREEMENT, in the performance of this AGREEMENT, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another.
11. Nothing in this AGREEMENT shall be deemed to waive, modify or amend any legal defense available at law or in equity to COUNTY, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. COUNTY does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: Hare Krishna Temple of Austin

Signature: 

Printed Name: Sithambaram Ramasamy

Title: Volunteer

Date: 10/22/24

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Michael T. Gleason

Signature of Official: 

Date: October 22, 2024

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK²

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____, 20____

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

Commissioners Court - Regular Session**14.****Meeting Date:** 10/29/2024

Approval of Interlocal Purchasing Agreement Between Denton County and Williamson County for the County Clerk's 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 the Interlocal Cooperative Purchasing Agreement (ILA) #202552 between Williamson County and Denton County, and authorizing the execution of the agreement.

Background

Approval of this agreement will support Williamson County's County Clerk Department with the Interlocal Cooperative Purchasing Agreement between Denton County and Williamson County. General Counsel has reviewed and advised that Williamson County sign the agreement first. Orig ID #1422. The point of contact is Bill Fairbrother. A 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ILA Denton County Cooperative Agreement

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 10/24/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/23/2024 08:18 PM

10/24/2024 08:49 AM

Started On: 10/21/2024 01:48 PM

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN DENTON COUNTY AND WILLIAMSON COUNTY**

STATE OF TEXAS

COUNTY OF DENTON

THIS INTERLOCAL COOPERATIVE PURCHASING AGREEMENT (the "Agreement") is made on the _____ day of _____, 2024, between the Denton County, and Williamson County; jointly referred to herein as "parties" and each separately as a "party."

WHEREAS, each party is authorized by Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act"), to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing necessary materials and supplies;

WHEREAS, Section 271.102 of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program with another local government or a local cooperative organization;

WHEREAS, the parties recognize that participation in this cooperative purchasing program will be highly beneficial to the taxpayers of the parties through anticipated savings to be realized;

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation;

WHEREAS, it is deemed in the best interest of all parties that said governments enter into a mutually satisfactory agreement for the purchase of certain materials and supplies; and

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

I.

Purpose

- A. The purpose of this Agreement is to establish a cooperative purchasing program between the parties, which will allow each party to purchase goods and services under each other's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the Texas Local Government Code.

II.

Duration of Agreement

- A. This Agreement shall be in full force and effect from the date it is duly executed by all parties until terminated by either party to this Agreement. Any party may modify and/or terminate this Agreement in accordance with the following terms and conditions:
- The terms and conditions of this Agreement may be modified upon the mutual consent of all parties. Mutual consent will be demonstrated by approval of the governing body of each party hereto. No modification to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all parties.
 - This Agreement may be terminated at any time by either party, with or without cause, upon thirty days' written notice to the other party. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person, sent (i) as an attachment to an email or (ii) by certified mail to the address as listed herein:

Denton County: Attn: Denton County Purchasing
1 Courthouse Drive
Suite 2300
Denton, TX 76208
Phone: 940-349-3130
purchasing@dentoncounty.gov

Williamson County: Attn: Williamson County Purchasing
100 Wilco Way
Suite P101
Georgetown, TX 78626
Purchase@wilco.org

III.

Relationship of Parties

- A. It is agreed that the parties, in receiving products and/or services specified in this Agreement, shall each act as an independent purchaser and shall have control of its needs and the way any such products and/or services are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the

utilization and/or cooperative solicitation of any supplier agreement obtained in accordance with Texas law.

- B. The parties shall notify, using the notice procedures set forth in Section II.A, all participating entities of available contracts to include terms of contract, commodity cost, contact names and addresses, and shall keep participating parties informed of all changes to the list of contracts available for cooperative purchasing.
- C. Each party shall ensure that all applicable laws and ordinances have been satisfied with respect to any action taken by such party pursuant to this Agreement.
- D. Nothing in this Agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this Agreement individually and on its own behalf.
- E. The Purchasing Director or their designee, is the official representative to act for Denton County in all matters relating to this Agreement.
- F. Purchasing Agent or their designee, is the official representative to act for Williamson County in all matters relating to this Agreement.

IV.

Purchase of Goods and Services

- A. All products and services shall be procured in accordance with all appropriate procedures governing competitive bids and competitive proposals, as required by the laws of the State of Texas.
- B. The parties will be able to purchase from those contracts established by the other party where notice has been given in the bid specifications and the successful bidder has accepted terms for cooperative purchasing agreements for local governments.
- C. The parties hereto agree that the ordering of products and services through this Agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly or, if deemed advantageous by the parties, to both parties.
- D. The parties agree to pay successful bidders directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by such party and shall not, by the execution of this Agreement, assume any additional liability.

- E. The parties do not warrant and are not responsible for the quality or delivery of products or services from the successful bidder. The participating parties shall receive all warranties provided by the successful bidder for the products or services purchased.
- F. If any dispute arises between individual parties and a successful bidder, such dispute shall be handled by and between the participating party's governmental body and the bidder.

V.

Liability and Immunity Provisions

- A. It is understood and agreed between the parties that each party hereto shall be responsible for its own and its employees' acts of negligence in connection with this Agreement. Neither party shall be responsible for any negligent act or omission of the other party or its employees in connection with this Agreement. It is specifically agreed that, as between the parties, each party to this Agreement shall be individually and respectively responsible for responding to, dealing with, insuring against, defending, and otherwise handling and managing liability and potential liability of itself and its employees pursuant to this Agreement.
- B. Notwithstanding the foregoing, each party hereto reserves and expressly does not waive any immunity or defense available at law or in equity, including governmental immunity, for any claim or cause of action whatsoever that may arise or result from the services provided and/or any circumstances arising under this Agreement. These provisions are solely for the benefit of the parties hereto and are not for the benefit of any person or entity not a party hereto; this Agreement shall not be interpreted nor construed to give any claim or cause of action to any third party. Neither party shall be held legally liable for any claim or cause of action arising pursuant to or out of the services provided under this Agreement, except as specifically provided by law. Where injury or property damages results from the joint or concurrent negligence of both parties, liability, if any, shall be shared by each party based on comparative responsibility in accordance with the applicable laws of the State of Texas, subject to all defenses available to them, including governmental immunity.
- C. This Agreement is expressly made subject to the parties' governmental immunity under the Texas Civil Practice and Remedies Code and all applicable federal, state, and local laws, rules, regulations, ordinances, and policies. Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either party or to create any legal rights or claim on behalf of any third party. Neither party waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas.

VI.
Miscellaneous

- A. Each party has the full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective party.
- B. In the event any one or more of the provisions contained in this Agreement shall be held, for any reason, to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- C. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives, and assigns. Neither party will assign or transfer an interest in this Agreement without the prior written consent of the other party.
- D. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in, or claims by, third parties who are not signatories to this Agreement.
- E. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any cause of action concerning this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.
- F. This Agreement, together with any referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement, or subsequent thereto, has no legal force or effect whatsoever, unless properly executed in writing in accordance with Section II.A, and if appropriate, recorded as an amendment of this Agreement.
- G. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement or the right of either party thereafter to enforce each provision hereof. No term of this Agreement shall be deemed waived or any breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver or excuse of any other different or subsequent breach.

- H. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.
- I. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement, or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers thereon the day and the year first above written.

DENTON COUNTY, TEXAS

WILLIAMSON COUNTY, TEXAS

By: Andy Eads, Denton County Judge

By: Bill Gravell Jr, Williamson County Judge

Commissioners Court - Regular Session**15.****Meeting Date:** 10/29/2024

Approval of Quote and County Addendum #202553 for Purchase of VE BC1000XL Chipper from Vermeer Equipment of Texas for Parks and WCCF

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the Quote and County Addendum #202553 for a 2024 VE BC1000XL Chipper pursuant to BuyBoard Contract #684-22 between Williamson County and Vermeer Equipment of Texas and authorize execution of the document.

Background

Approval of this purchase will support the operations of the Williamson County Parks Department. This purchase is for a 2024 VE BC1000XL Chipper pursuant to BuyBoard Contract #684-22 for the amount of \$52,551.00. The funding source is 01.0100.0510.005003 and 01.0508.0508.005003, the Origination ID No. is 1077, and the point of contact is Emsud Horozovic.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Vermeer Addendum and quote
Form 1295 Vermeer

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Vickie Johnson
Final Approval Date: 10/23/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/23/2024 09:38 AM
10/23/2024 11:12 AM
Started On: 10/22/2024 08:15 AM

COUNTY ADDENDUM FOR VERMEER TEXAS-LOUISIANA

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 COUNTY ADDENDUM FOR VIGILANT SOLUTIONS (hereinafter "Addendum") 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 **Vermeer Equipment of Texas, LLC** (hereinafter "Service Provider"), both of which are referred to herein as the parties. Subject to the changes herein, the Parties have accepted the Service Provider Terms and Conditions, and the following changes shall be incorporated as if part of the Terms and Conditions:

I.

Incorporated Documents: This Addendum 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 include the following:

- A. Cooperative Purchasing Agreement (Buyboard Contract 684-22);
- B. Equipment Invoice (dated 10-01-24); and
- C. This Addendum.

II.

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 agreement; (2) the date the performance of the service under the agreement 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.

III.

No Waiver of Sovereign Immunity or Powers: Nothing in this Addendum shall 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 another party for any reason are hereby deleted.

IV.

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

V.

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 Addendum, 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 Addendum 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.

VI.

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

VII.

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.

SIGNATURES TO FOLLOW

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:

Authorized Signature

County Judge/Presiding Officer

Date: _____, 20____

VERMEER EQUIPMENT OF TEXAS, LLC:



Authorized Signature

TERRY D. HALL

Printed Name

Date: 10 18, 2024



Vermeer Texas-Louisiana
1945 Louis Henna Blvd
Round Rock, TX 78664
Ph: (512) 244-0505
vermeertexas.com

Please remit to:
Vermeer Texas-Louisiana
PO Box 227283
Dallas, TX 75222-7283

Ship To: IN STORE PICKUP

Invoice To: WILLIAMSON COUNTY PARKS &
RECREATION
219 PERRY MAYFIELD
LEANDER TX 78641

Branch 04 - ROUND ROCK		
Date 10/01/2024	Time 14:11:42 (O)	Page 1
Account No [REDACTED]	Phone No 5122604284	Inv No 01 [REDACTED]
Ship Via		Purchase Order .
Tax ID No		
TERRY HALL		Salesperson 947 / 113

EQUIPMENT INVOICE

Description	Amount
Stock #: [REDACTED] Serial #: [REDACTED]	52551.00
New 2024 VE BC1000XL	
New 2024 VERMEER BC1000XL 74HP DOM. VALUE PACK.	
****INCLUDING THE FOLLOWING OPTIONS****	
BC1000XL44VP BC1000XL 74HP DOM. VALUE PACK.- TIER 4 FINAL	
DEUTZ	
BUYBOARD CONTRACT 684-22	

Subtotal: 52551.00
Total: 52551.00



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

Certificate Number:
2024-1228742

Date Filed:
10/21/2024

Date Acknowledged:

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

Vermeer Equipment of Texas, LLC
Irving, TX United States

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

Williamson County Parks and Recreation

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.

684-22
2024 Vermeer BC1000XL - IVRD11AC4R1055457

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 JERRY DUNNE, and my date of birth is [REDACTED].

My address is [REDACTED], [REDACTED], [REDACTED], [REDACTED], USA.
(street) (city) (state) (zip code) (country)

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

Executed in DALLAS County, State of TEXAS, on the 21 day of October, 2024.
(month) (year)

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

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.

Vermeer Equipment of Texas, LLC
Irving, TX United States

Certificate Number:
2024-1228742

Date Filed:
10/21/2024

Date Acknowledged:
10/21/2024

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

Williamson County Parks and Recreation

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.

684-22
2024 Vermeer BC1000XL - IVRD11AC4R1055457

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**16.****Meeting Date:** 10/29/2024

Approval of Annual Subscription for Security Awareness Training Platform with SHI Government Solutions for Information Services

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

Information**Agenda Item**

Discuss, consider and take appropriate action on approving #202550 between Williamson County and SHI Government Solutions for an annual subscription for Awareness Training/Phisher Subscriptions in the amount of \$64,892.88 pursuant to Omnia National #2018011-02 and authorizing execution of quote.

Background

Approval of this item will improve the automatic prioritization for emails. PhishER™ will help the Williamson County Information System and Security Operations team cut through the inbox noise and respond to the most dangerous threats more quickly. Budget, Contract Audit and General Council have approved. Origination #1346. Funding Source is 01.0100.0503.004505 for FY25. Department contact is Richard Semple.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

SHI Quote

Form 1295

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 10/24/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/23/2024 05:01 PM

10/24/2024 08:51 AM

Started On: 10/22/2024 10:06 AM



Pricing Proposal
Quotation #:
Reference #:
Created On: 8/14/2024
Valid Until: 11/30/2024

TX-County of Williamson Information Technology Services

Jeffrey Isbell
301 SE INNERLOOP
S 105
ATTN: ACCOUNTS PAYABLE
Georgetown, TX 78626
United States
Phone:
Fax:
Email: jisbell@wilco.org

IAM

Gregory Gonedes
SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
Send PO's to: Texas@shi.com
8008706079
5127320232
Phone: 800-870-6079
Fax: 512-732-0232
Email: gregory_gonedes@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Retail	Your Price	Total
1 KnowBe4 Security Awareness Training Subscription Diamond KnowBe4 - Part#: KMSATD-N-F12-G Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 12/1/2024 – 11/30/2025	2311	\$20.25	\$19.24	\$44,463.64
2 KnowBe4 Phisher Subscription KnowBe4 - Part#: OHISHERPLUS-N-F12-G Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: 12/1/2024 – 11/30/2025	2311	\$9.35	\$8.84	\$20,429.24
			Total	\$64,892.88

Additional Comments

Knowbe4 has a no returns policy.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GSI. The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

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.

SHI Government Solutions, Inc
Austin, TX United States

Certificate Number:

2024-1228453

Date Filed:

10/18/2024

Date Acknowledged:

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.

202550
cradlepoint routers

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Williamson County	Georgetown, 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 _____, _____, _____, 78749, USA
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of TX, on the 18th day of October, 2024
(month) (year)

Natley Ravipati

Signature of authorized agent of contracting business entity
(Declarant)

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.

SHI Government Solutions
Austin, TX United States

Certificate Number:
2024-1228453

Date Filed:
10/18/2024

Date Acknowledged:
10/22/2024

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.

202550
cradlepoint routers

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Williamson County	Georgetown, 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**17.****Meeting Date:** 10/29/2024

Approval of Purchase for Annual Maintenance and Support for Enterprise Supervision Application Software from Tyler Technologies, Inc. for Information Systems

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

Information**Agenda Item**

Discuss, consider, and take appropriate action to approve Purchase #202554 between Williamson County and Tyler Technologies, Inc. for Annual Maintenance and Support for the Enterprise Supervision application, also known as CaseloadPRO, for a total of \$71,621.55, pursuant to Sourcewell Contract #090320-TTI.

Background

The approval of this purchase will allow Pre-Trial Services to continue using CaseloadPRO and Supervision Access Premium software. Service dates are 12.01.24-11.30.25. Funding source is 01.0100.0503.004505 as per FY25 budget. The department point of contact is DeAnna Saucedo. Budget, Contract Audit and General Council have approved. Origination #1358. Tyler Technologies, Inc. is a publicly-traded company, therefore a Form 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Tyler Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 10/24/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/23/2024 04:58 PM

10/24/2024 09:12 AM

Started On: 10/22/2024 03:41 PM



Empowering people who serve the public®

Remittance
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions

Tyler Technologies - Courts & Justice
Phone: 1-800-772-2260 Press 2, then 3
Fax: 1-866-673-3274
Email: ar@tylertech.com

THIS IS NOT AN INVOICE PROFORMA

Company	Order No.	Date	Page
020		03/28/2024	1 of 1



To: WILLIAMSON COUNTY
P.O. BOX 647
JARRELL, TX 78626
United States

Ship To: WILLIAMSON COUNTY
P.O. BOX 647
JARRELL, TX 78626
United States

Customer Grp/No.	Customer PO#	Payment Terms	Currency Code	Ship Via	Salesperson Cd
1 41563		Net 30	USD	ELEC	

No.	Item/ Description/ Comments	Quantity	U/M	Unit Price	Total Cost
Contract No.: Williamson County Sourcwell 090320-TTI					
1	Renewal: CaseloadPRO Annual Subscription Cycle Start: 12/01/2024, End: 11/30/2025; Term: 12 months :	1	EA	40,068.00	40,068.00
2	Renewal: Supervision Access Premium Cycle Start: 12/01/2024, End: 11/30/2025; Term: 12 months :	1	EA	31,553.55	31,553.55

Does not include any applicable taxes

Order Total: 71,621.55

Comments: Upon acceptance please email your purchase order to PO@tylertech.com

Commissioners Court - Regular Session**18.****Meeting Date:** 10/29/2024

Approval of Service Contract for Juvenile Justice Center Roof Repair with Parsons Commercial Roofing, Inc. for Facilities Management.

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the purchase and service contract #202540 between Parsons Commercial Roofing, Inc and Williamson County for Juvenile Justice Center Roof Repair, in the amount of \$2,000.00, pursuant to TIPS contract #211001 and authorize the execution of the agreement.

Background

This project is for roof repair for water spigot replacement at the Juvenile Justice Center located at 200 Wilco Way, Georgetown, TX. The proposal includes a detailed scope of work. The funding source is 01.0100.1045.004510, Origination ID1171, and the point of contact is Shantil Moore.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Service Agreement

Form 1295 Parsons Commercial Roofing complete

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 10/24/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/24/2024 07:22 AM

10/24/2024 08:43 AM

Started On: 10/15/2024 11:09 AM

WILLIAMSON COUNTY SERVICE CONTRACT

Parsons Commercial Roofing

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 **Parsons Commercial Roofing, 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 Quotes being marked as **Exhibit “A,”** which is incorporated herein.

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 (“Effective Date”) 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 three (3) months after the Effective Date, 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 Two Thousand Dollars (\$2,000.00).

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 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 Quotes, and being marked **Exhibit "A"**;
- B. The cooperative purchasing contract (TIPS 211001); 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:

Parsons Commercial Roofing

Name of Service Provider



Authorized Signature

Stuart Parsons

Printed Name

Date: October 17 _____, 20 24

**Exhibit “A”
Quote/Proposal**



September 19,2024

Williamson County
3101 SE Inner Loop
Georgetown, TX
Vinnie Mastellone
512-943-1599
vinnie.mastellone@wilco.org

Property Name: Juvenile Justice Center
Location: 200 Wilco Way, Georgetown, TX

Scope of Work:

1. TPO Roof - Metal Deck - Cut hole for roof top spigot, and reseal after work completed by 5F Mechanical.
2. Clean up and haul off all debris/materials
3. Includes all Workman Compensation & General Liability

Insurance

TIPS#211001

Total: \$2,000.00
(No Tax)

Roger Parsons
Roof Consultant
254-227-1089

Printed Name

Title

Signature

Date

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.

Parsons Commercial Roofing
Lorena , TX United States

Certificate Number:
2024-1228321

Date Filed:
10/18/2024

Date Acknowledged:

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.

#202540
Commercial Roofing

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 Stuart Parsons, and my date of birth is [REDACTED]

My address is [REDACTED] USA
(street) (city) (state) (zip code) (country)

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

Executed in Falls County, State of TX, on the 18 day of October, 2024
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

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.

Parsons Commercial Roofing
Lorena , TX United States

Certificate Number:
2024-1228321

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10/18/2024

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10/18/2024

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.

#202540
Commercial Roofing

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**19.****Meeting Date:** 10/29/2024

Approval of Services Contract with Johnson Controls Fire Protection LP for Inner Loop Annex Project for Facilities Management

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the purchase and services contract #202551 between Johnson Controls Fire Protection LP and Williamson County for the Project at Inner Loop Annex, in the amount of Forty-Six Thousand Four Hundred Eighty-One Dollars and 20/100 (\$46,481.20), pursuant to Sourcwell – Contract Number #030427-JHN and execution of the agreement.

Background

This is for Wilco Inner Loop Annex Notification Add project, 301 SE Inner Loop, Georgetown, TX, as detailed in the proposal. Contract Audit and General Counsel have reviewed. The funding source is 01.0100.0509.004100, Origination ID # 1414 and the point of contact is Gretchen Glenn. A Texas Ethics Form 1295 is not required as Johnson Controls Fire Protection LP is a publicly traded company.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Service Contract and Proposal

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Johnny Grimaldo

Final Approval Date: 10/24/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/23/2024 05:17 PM

10/24/2024 09:12 AM

Started On: 10/22/2024 12:25 PM

WILLIAMSON COUNTY SERVICES CONTRACT

(Johnson Controls Fire Protection LP)

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 **Johnson Controls Fire Protection LP** (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 service includes the work described in the attached Proposal being marked as **Exhibit “A,”** which is incorporated herein.

Should the County choose to add services in addition to those described, 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. 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 when signed by all parties and shall continue until September 30, 2025, unless terminated earlier pursuant to this Contract.

III.

Consideration and Compensation: Service Provider will be compensated based on the fixed sum as set out in Exhibit A.

Payment for 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.

This Contract is subject to funding availability and award of grant funds. In the event sufficient grant funds become reduced or unavailable, the County may terminate this Contract without penalty or expense to the County. The County shall be the final authority as to the availability of funds and how available funds will be allotted.

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	\$1,000,000	\$1,000,000

and contractual)

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.

VIII.

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

IX.

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

X.

Additional Rights and Remedies: Nothing contained herein shall be constructed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

XI.

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.

XII.

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.

XIII.

Equal Opportunity Clause: Service Provider agrees to comply with the requirements of all applicable state, federal, and local laws, rules, regulations, ordinances, and Executive Orders prohibiting and or relating to discrimination. Service Provider shall not discriminate based on race, color, religion, sex, national origin, age, and handicap.

XIV.

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.

XV.

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

XVI.

No Assignment: Service Provider may not assign this Contract.

XVII.

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.

XVIII.

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.

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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.

XX.

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.

XXI.

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.

XXII.

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.

XXIII.

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 (as if copied in full) into this Contract include the following:

- A. This Contract;
- B. Cooperative Purchasing Agreement (Sourcewell 030421-JHN);
- C. Service Provider's Proposal ("Exhibit A"); and
- D. 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.

XXIV.

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:

Judge Bill Gravell, Jr.
County Judge

Date: _____, 20____

SERVICE PROVIDER:

Johnson Controls Fire Protection LP

Name of Service Provider

Gene Baldwin

Digitally signed by Gene Baldwin
DN: C=US,
E=eldred.baldwin@jci.com,
O=Johnson Controls, OU=Fire
Protection, CN=Gene Baldwin
Date: 2024.10.16 15:21:16-05'00'

Authorized Signature

Gene Baldwin

Printed Name

Date: October 16, 2024

Exhibit A



Johnson Controls Fire Protection LP Quotation

To:
Williamson County
2100 Willowbend
Round Rock, TX 78664

Project: WilCo Inner Loop Annex Notification Add
Johnson Controls Reference: [REDACTED]
Proposal #: [REDACTED]
Date: 10/11/2024
Page: 1 of 6

Items cited on this quote are products and services on the Johnson Controls Fire Protection LP Sourcewell Contract # 030421-JHN.

Johnson Controls is pleased to offer for your consideration this quotation for the above project

Scope of Work

Pricing is for the provision of the fire alarm system based on "Design Built" and take off was performed off the drawing sheet provided: A.2 dated as of 5/17/1994 and JCI as-builts.

BREAKOUT OF WORK TO BE PERFORMED BY JOHNSON CONTROLS:

General Notes

1. This budget assumes we will be able to run our FA riser inside of a 2-hr rated enclosure (such as a stacked electrical room).
2. Provision/installation of conduit is excluded from this proposal.
3. This budget is based on addition to existing Simplex 4100U FACP.
4. Annunciator added by fire pump, and programmed to initiate audio visual and AHU bypasses.
5. No changes to monitoring are included in this budget.
6. Wiring method to be free-cable throughout the contract area.
7. Project is based on being completed in one phase. If project is to be completed in multiple phases this will require permitting by phase and additional mobilization, which would constitute a change order.
8. Proposal assumes all work is to be performed during normal business hours.
9. Provide one functional system test with the AHJ during JCI normal business hours.
10. Provide (one) two hour owner training session during JCI's normal business hours
11. Project is based on retrofit to existing system
12. Pricing only valid for 30 days

Notification Devices -- notification devices as required for code minimal coverage. Design approach includes:

1. Notification to be comply with code minimum requirements. All notification will be non-voice.
2. Ceiling mount notification has been provided.
3. Proposal currently includes notification in each office shown on plans, as occupancy of offices was not clearly defined.

Initiation Devices

1. Smoke detectors in electrical room to be placed above new NAC Panel.

WORK TO BE PERFORMED BY JCI ELECTRICAL SUBCONTRACTOR:

- EC to provide and install a complete rough-in system including but not limited to: all required conduit, raceway, flex, stub-ups, sleeves, fire caulking, and back-boxes that may be required
- EC to provide and install all grommets, bushings and conduit end-caps
- EC to provide and install all standard back boxes and install specialty back boxes provided by JCI. Back boxes are to be installed as indicated on JCI's final design drawings. Installation of fire alarm system cannot begin until plans have been submitted to/ and/or approved by the local AHJ
- EC to provide dedicated 120VAC power for all Simplex equipment.
- EC to provide power to fire/smoke dampers
- EC to provide labeling and/or painting of conduit, back boxes and covers as required by specifications and/or AHJ

WHAT IS NOT INCLUDED?

- Proposal does not include spare parts
- Proposal does not include any tax
- Proposal does not include provision of 120VAC power
- Proposal does not include provision of/or installation of any back boxes, stub-ups, conduit, fire caulk
- Proposal does not include any bid bonds or performance and payment bonds
- Proposal does not include provision of central station monitoring service
- Proposal does not include any premium time. Overtime or holiday work required as a result of project delays created by others will be justification for a change order.
- Phone lines for monitoring service to be provided by others
- Proposal does not include any expediting or priority shipping fees
- Shutdown wire or connections for any HVAC units



Project: WilCo Inner Loop Annex Notification Add
Johnson Controls Reference: [REDACTED]
Proposal #: [REDACTED]
Date: 10/11/2024
Page: 3 of 6

Net selling price for System, FOB shipping point, \$41,583.84

Net selling price for Annunciator Add, FOB shipping point, \$4,897.36

Total net selling price, FOB destination, \$46,481.20

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America



IMPORTANT NOTICE TO CUSTOMER

This Agreement is contingent on credit approval, which may be checked at JCI's discretion and requires final approval of a JCI authorized manager before any equipment/ services may be provided. Should credit and/or approval be declined, this Agreement will be terminated and JCI's only obligation to customer will be to notify Customer of such termination and refund any amounts paid in advance.

For Customers located in Canada, this Fire Domain Sale and Installation Agreement has been drawn up and executed in English at the request of and with the full concurrence of Customer. Ce contrat a été rédigé en anglais à la demande et avec l'assentiment du client.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Proposal and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized by the parties in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Customer agrees to pay Johnson Controls pursuant to the progress-based billing schedule of values set forth below. If the schedule of values includes an upfront deposit, it will be paid within 30 days of contract signing and Johnson Controls will not commence work until the upfront deposit is received. Customer agrees to pay for materials, goods, and equipment (ordered, delivered, or stored) pursuant to the schedule of values, prior to installation commencement. The remaining portion of the total price will be progress billed through completion of the work. Johnson Controls progress based billing can also include any services performed on-site or off-site. All invoices will be delivered via Email(), paid via Electronic Funds Transfer and are due Net 30 from the date of invoice. Electronic Funds Transfer details will be provided upon contract execution. The proposed total price is contingent upon Customer agreeing to these payment and invoicing terms.

Planned Monthly Progress Billing Schedule of Values

Item #	Description	%
1	Deposit	0%
2	Mobilization	0%
3	Engineering	TBD*
4	Material	TBD*
5	Installation	TBD*
6	Commissioning	TBD*

*To be mutually agreed upon in writing at a later date



This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement
☐ YES: Please reference this PO Number: _____

Deposit Invoice accepted (%):

☐ **No** ☐ **Yes**



<p>Offered By:</p> <p>Johnson Controls Fire Protection LP</p> <p>401 Center Ridge Dr, Suite 400</p> <p>Austin , TX 78753</p> <p>Telephone:</p> <p>Representative: _____</p> <p>Email: william.2.wright@jci.com</p> <div><div>Digitally signed by Gene Baldwin DN: C=US, E=eldred.baldwin@jci.com, O=Johnson Controls, OU=Fire Protection, CN=Gene Baldwin Date: 2024.10.16 15:21:38-05'00'</div><div>Gene Baldwin</div></div>	<p>Accepted By: (Customer)</p> <p>Company: _____</p> <p>Address: _____</p> <p>Signature: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Commissioners Court - Regular Session**20.****Meeting Date:** 10/29/2024

Approval of Agreement for Construction Materials Test Engineer with Raba Kistner, Inc utilizing #T2086 for Facilities Management.

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on awarding RFSQ #2086 to Raba Kistner, for the Taylor Expo Center Water Tank Test Engineer for Facilities Management, in the amount of Ninety-Three Thousand One Hundred Fifty-Seven and 91/100 Dollars (\$93,157.91) and authorize execution of the agreement. The funding source is P635.

Background

Raba Kistner, Inc is recommended for award through RFSQ #T2086 which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 04.20.21, agenda item no.30. Raba Kistner, Inc, is being recommended for this project following a project specific evaluation of the firms from the T2086 pool where Raba Kistner, Inc received the highest score for this project. This Agreement for Construction Materials Testing Services between Williamson County and Raba Kistner, Inc, relates to Taylor Expo Center West Area, 5356 Bill Pickens Trail, Taylor, Texas 76574. Detailed Scope of Work is attached. The Funding Source is P635 and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Construction Materials Test Engineer Contract
Raba Kistner Form 1295 complete

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 10/24/2024

Reviewed By

Kerstin Hancock
Becky Pruitt

Date

10/24/2024 11:12 AM
10/24/2024 11:15 AM
Started On: 10/24/2024 08:38 AM



AGREEMENT FOR CONSTRUCTION MATERIALS TEST ENGINEER

PROJECT: Expo – West Arena - New ("Project")

CONSTRUCTION MATERIALS

TEST ENGINEER: Raba Kistner, Inc. ("Test Engineer")
Ali Hekmatfar, Ph.D., P.E., Senior Project Manager
8100 Cameron Road, Suite B-150
Austin, TX 78754

COUNTY'S DESIGNATED REPRESENTATIVE:

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

THIS AGREEMENT FOR CONSTRUCTION MATERIALS TEST ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, a body corporate and politic under the laws of the State of Texas ("County") and Test Engineer.

R E C I T A L S

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

WHEREAS, County intends to **have construction materials observation and testing services completed for the Expo – West Arena - New**; and

WHEREAS, County desires that Test Engineer perform certain professional services in connection with the Project; and

WHEREAS, Test Engineer represents that it is qualified and desires to perform such services;

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

ARTICLE 1 SCOPE OF AGREEMENT

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

ARTICLE 2 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

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

2.2 Existing Information.

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

2.3 Project Documents.

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

2.3.1

National Environmental Policy Act (NEPA)

2.3.2

U.S. Army Corps Regulations

ARTICLE 3 NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

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

3.2 Debarment Certification.

Test Engineer must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.

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

ARTICLE 4 CHARACTER AND SCOPE OF SERVICES

4.1

In consideration of the compensation herein provided, Test Engineer shall perform professional geotechnical test engineering services for the Project, which are acceptable to County, based on standard engineering and construction materials testing practices and the scope of work described on the Exhibits attached to this Agreement.

ARTICLE 5 TIME FOR PERFORMANCE

5.1 Commencement.

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

5.2 Duration.

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

ARTICLE 6 COMPENSATION AND EXPENSES

6.1 Not to Exceed Amount.

For and in consideration of the Basic Services rendered by Test Engineer, County shall pay to Test Engineer the not to exceed amount of **Ninety-Three Thousand One Hundred Fifty-Seven and 91/100 Dollars (\$93,157.91)** hereinafter called the "NTE Amount".

The NTE Amount is based upon all estimated time and material costs required in the performance of all items and phases of the Basic Services set forth in **Exhibit A**. Compensation for Basic Services will be paid by County by monthly invoices for the Basic Services actually provided and performed based on the method and rates set forth in **Exhibit B – Fee Schedule**. County will only be obligated to pay Test Engineer for the performance of items and phases of the Basic Services actually rendered and incurred, which may be less than the above stated NTE Amount.

6.2 Expenses.

Test Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for

costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to Test Engineer without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Nine Hundred Thirty-One Dollars (\$931.)**.

ARTICLE 7 ADDITIONAL SERVICES AND CHARGES

For the performance of services not specifically described as Basic Services under **Article 4** above (sometimes referred to herein as "Additional Services"), County shall pay and Test Engineer shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon the method and rates as set forth in **Exhibit B – Fee Schedule**.

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

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

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

8.1 Time of Payment.

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

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the Test Engineer shall submit a sworn statement to the County, along with the completed test reports setting forth the services provided for by this Agreement which were completed during such calendar month, the compensation which is due, plus the amounts payable under Article 7 (Additional Services and Charges) which have not been previously billed or paid.

In the event the statement 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 Test Engineer seeks reimbursement from the County, the charges shall be accompanied by time sheets detailing hours worked, receipts detailing expenses incurred and other support documentation, in a form acceptable to the Williamson County Auditor and an affidavit signed by an officer or principal of the Test Engineer 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.

The approval or payment of any statement shall not be considered to be evidence of performance by the Test Engineer to the point indicated by such statement or of receipt or acceptance by the County of the services covered by such statement. Final payment does not relieve Test Engineer of the responsibility of correcting any errors or omissions resulting from Test Engineer's negligence.

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

8.2 Prompt Payment Policy.

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

8.2.1

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

8.2.2

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

8.2.3

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

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

ARTICLE 9 PROJECT TEAM

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

**Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641**

County shall have the right, from time to time, to change the County's Designated Representative by giving Test Engineer written notice thereof. With respect to any action, decision, or determination which is to be taken or made by County under this Agreement, the County's

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

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

**Raba Kistner, Inc.
Ali Hekmatfar, Ph.D., P.E., Senior Project Manager
8100 Cameron Road, Suite B-150
Austin, TX 78754**

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

ARTICLE 10 NOTICE

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

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

and to: Office of General Counsel
Williamson County
710 Main Street, Suite 102
Georgetown, Texas 78626

Test Engineer: Raba Kistner, Inc.
8100 Cameron Road, Suite B-150
Austin, TX 78754

Attention: Ali Hekmatfar, Ph.D., P.E.
Senior Project Manager

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

ARTICLE 11 PROGRESS EVALUATION

Test Engineer shall, from time to time during the progress of the Basic Services, and, when applicable, progress of Additional Services, confer with County at County's election. Test Engineer shall prepare and present such information as may be pertinent and necessary, or as may be reasonably requested by County, in order for County to evaluate features of the Basic Services and any applicable Additional Services. At the request of County or Test Engineer, conferences shall be provided at Test Engineer's office, the offices of County, or at other locations designated by County. When requested by County, such conferences shall also include evaluation of the Test Engineer's services. County may, from time to time, require Test Engineer to appear and provide information to the Williamson County Commissioners Court.

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

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

11.1

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

11.2

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

ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES

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

ARTICLE 13 REVIEW PROCESS AND REVISIONS TO TEST ENGINEER WORK PRODUCT

13.1 Review Process.

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

13.1.1 Submittal.

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

13.1.2 Completion.

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

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

13.1.3 Acceptance.

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

13.1.4 Final Approval.

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

13.2 Revision to Test Engineer Work Product.

Test Engineer shall make, without expense to County, such revisions to Test Engineer Work Product as may be required to correct negligent errors or omissions so Test Engineer Work Product meets the needs of County, but after the approval of Test Engineer Work Product any revisions, additions, or other modifications made at County's request which involve extra services and expenses to Test Engineer shall entitle Test Engineer to additional compensation for such extra services and expenses; provided, however, Test Engineer hereby agrees to perform any necessary corrections to Test Engineer Work Products which are found to be in negligent error or omission as a result of Test Engineer's development of Test Engineer Work Product, at any time, without additional compensation.

13.3 Days.

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

13.4 County's Reliance on Test Engineer.

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

ARTICLE 14 SUSPENSION

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

incurred, provided such Basic Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

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

ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16 TERMINATION

This Agreement may be terminated as set forth below.

16.1

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

16.2

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

16.3

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

16.4

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

16.5

By satisfactory completion of all Testing Engineer Engineering Services and obligations described herein.

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

If Test Engineer defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of Test Engineer, then County shall give consideration to the actual

costs incurred by Test Engineer in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

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

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

ARTICLE 17 USE OF DOCUMENTS

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

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

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

corrections, or additions to the work and documents for the purposes of completing, using, and maintaining the Project.

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

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

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

ARTICLE 18 PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19 SUBCONTRACTING

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

ARTICLE 20 MODIFICATIONS

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

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 Compliance.

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

Test Engineer shall further obtain all permits and licenses required in the performance of the Basic Services contracted for herein.

21.2 Taxes.

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

ARTICLE 22 INDEMNIFICATION

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

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

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

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF TEST ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY TEST ENGINEER, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY TEST ENGINEER OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY TEST ENGINEER, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN TEST ENGINEER AT COUNTY'S COST. TEST ENGINEER SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT TEST ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH TEST ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE TEST ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH TEST ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23

PROFESSIONAL'S RESPONSIBILITIES

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

ARTICLE 24 PROFESSIONAL'S SEAL

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

ARTICLE 25 INSURANCE

Test Engineer shall comply with the following insurance requirements, at all times, during this Agreement:

25.1 Coverage Limits.

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

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

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

25.1.3

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

25.1.4

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

25.2 Additional Insureds; Waiver of Subrogation.

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

25.3 Premiums and Deductible.

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

25.4 Commencement of Work.

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

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

Test Engineer shall furnish County with a certification of coverage issued by the insurer. Test Engineer shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Test Engineer shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 No Arbitration.

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

25.8 Subcontractor/ Subconsultant's Insurance.

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

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

25.9 Insurance Policy Endorsements.

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

25.9.1

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

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

25.10.1

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

25.10 Cost of Insurance.

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

**ARTICLE 26
SUCCESSORS AND ASSIGNS**

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

**ARTICLE 27
SEVERABILITY**

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

**ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED**

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

**ARTICLE 29
TEST ENGINEER’S ACCOUNTING RECORDS**

Test Engineer agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses

of other providers and provide such other details as may be requested by the County Auditor for purposes of making audits, examinations, excerpts and transcriptions. Test Engineer agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. Test Engineer further agrees that County shall have access during normal working hours to all necessary Test Engineer facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give Test Engineer reasonable advance notice of intended audits.

ARTICLE 30 GENERAL PROVISIONS

30.1 Time is of the Essence.

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

30.2 Force Majeure.

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

30.3 Enforcement and Venue.

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

30.4 Standard of Performance.

The standard of care for all professional geotechnical test engineering services performed or furnished by Test Engineer and its employees under this Agreement will be the care and skill ordinarily used by members of Test Engineer's profession, practicing under the same or similar circumstances at the same time and in the same locality.

30.5 Opinion of Probable Cost.

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

materials, equipment, or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, Test Engineer does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost Test Engineer prepares.

30.6 Opinions and Determinations.

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

30.7 Reports of Accidents.

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

30.8 Gender, Number, and Headings.

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

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

To the extent, if any, that any provision in this Agreement is in conflict with **Texas Government Code 552.001** et seq., as amended (the "Public Information Act"), the same shall be of no force

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

30.13 Governing Terms and Conditions.

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

30.14 Appropriation of Funds by County.

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

ARTICLE 31 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Test Engineer shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32 EQUAL OPPORTUNITY IN EMPLOYMENT

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

ARTICLE 33 MERGER

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

ARTICLE 34 PUBLIC CONTACT

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

ARTICLE 35 TEST ENGINEER'S REPRESENTATIONS

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

ARTICLE 36 SIGNATORY WARRANTY

The undersigned signatory for Test Engineer hereby represents and warrants that the signatory is an officer of the organization for which he/she has executed this Agreement and that he/she has full and complete authority to enter into this Agreement on behalf of the firm. The above-

stated representations and warranties are made for the purpose of inducing County to enter into this Agreement.

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

TEST ENGINEER:

Raba Kistner, Inc.

By: *Yvonne Garcia Thomas*
Signature

Yvonne Garcia Thomas, P.E.
Printed Name

Vice President - Austin Practice Leader
Title

Date Signed: October 15, 2024

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A

BASIC SCOPE OF SERVICES

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

In consideration of the NTE Amount provided in this Agreement, Test Engineer shall perform the following Basic Services, based on standard geotechnical test engineering practices:

GENERAL REQUIREMENTS

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

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

Coordination. Test Engineer shall coordinate issues through County's PM. County will communicate resolution of issues and provide Test Engineer direction through County's PM.

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

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

General Scope of Services.

The scope of work includes the observation and testing of the following construction materials:

- Soils laboratory testing, in-place field nuclear density testing,
- Reinforcing steel observations,
- Concrete (and masonry) compressive strength specimen sampling, testing, and reporting,
- Drilled pier observations,
- Structural steel observations,
- Asphalt aggregate sampling and observation

EXHIBIT B

FEE SCHEDULE

FEE ESTIMATE BREAKDOWN

Project Name: Williamson County Expo Center - West Arena				
Project Location: 5356 Bill Pickett Trail, Taylor TX 76574				
Contact: J. Ángel Gómez, CTCM				
Client: Williamson County				
Address: 3101 SE Inner Loop				
City/State/Zip: Georgetown, TX 78626				
Phone Number: 512.943.1625 (O) 512.917.0894 (M)				
Email: angel.gomez@wilco.org				
TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
SOILS				
Laboratory Testing				
Moisture Density Relationship (TxDOT or ASTM)	\$380.00	each	4	\$1,520.00
Sieve Analysis	\$120.00	each	4	\$480.00
Atterberg Limits	\$125.84	each	4	\$503.36
Field Testing/Observation				
In-Place Nuclear Densities (Per Test)	\$19.77	each	253	\$5,001.81
Soils Technician	\$75.00	hour	331	\$24,825.00
Vehicle Travel Charge (\$0.67x70 RT)	\$46.90	trip	83	\$3,892.70
Subtotal				\$36,222.87
RKI assignmneets will report arrival and departure time to the field. A 2 hours technician time will be added to every field inspection/testing to capture travelling back and forth from office to the jobsite.				
REINFORCING STEEL OBSERVATIONS				
Field Observation/Testing				
Materials Technician	\$75.00	hour	42	\$3,150.00
Vehicle Travel Charge (\$0.67x70 RT)	\$46.90	trip	7	\$328.30
Subtotal				\$3,478.30
RKI assignmneets will report arrival and departure time to the field. A 2 hours technician time will be added to every field inspection/testing to capture travelling back and forth from office to the jobsite.				
CONCRETE				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$32.00	each	50	\$1,600.00
Field Testing/Observation				
Concrete Technician	\$75.00	hour	83	\$6,225.00
Vehicle Travel Charge (\$0.67x70 RT)	\$46.90	trip	20	\$938.00
Subtotal				\$8,763.00
RKI assignmneets will report arrival and departure time to the field. A 2 hours technician time will be added to every field inspection/testing to capture travelling back and forth from office to the jobsite.				
PIER OBSERVATIONS (Assumed a pier construction production rate of an average of about 8 piers/day)				
Laboratory Testing				
Concrete Compressive Strength Cylinders	\$32.00	each	50	\$1,600.00
Field Testing/Observation				
Concrete Technician	\$75.00	hour	108	\$8,100.00
Geotechnical Engineer	\$182.03	hour	4	\$728.12
Vehicle Travel Charge (\$0.67x70 RT)	\$46.90	trip	16	\$750.40
Subtotal				\$11,178.52
RKI assignmneets will report arrival and departure time to the field. A 2 hours technician time will be added to every field inspection/testing to capture travelling back and forth from office to the jobsite.				

FEE ESTIMATE BREAKDOWN

TESTING/OBSERVATION ITEM	UNIT COST	UNIT	ESTIMATED QUANTITY	ESTIMATED FEE
MASONRY				
Laboratory Testing				
Compressive Strength Grout	\$32.00	each	28	\$896.00
Field Testing/Observation				
Concrete Technician	\$75.00	hour	56	\$4,200.00
Vehicle Travel Charge (\$0.67x70 RT)	\$46.90	trip	14	\$656.60
Subtotal				\$5,752.60
RKI assignmneets will report arrivial and departure time to the field. A 2 hours technician time will be added to every field inspection/testing to capture travelling back and forth from office to the jobsite.				
STRUCTURAL STEEL INSPECTION (4 Hour Minimum Trip Charge for CWI)				
Field Testing/Observation				
CWI Inspector	\$140.00	hour	67	\$9,380.00
Non Destructuve Testing (Ultrasonic Testing)	\$156.00	hour	24	\$3,744.00
Ultrasonic Testing - Daily Equipment	\$104.00	day	3	\$312.00
Vehicle Travel Charge (\$0.67x70 RT)	\$46.90	trip	20	\$938.00
Subtotal				\$14,374.00
RKI assignmneets will report arrivial and departure time to the field. A 2 hours technician time will be added to every field inspection/testing to capture travelling back and forth from office to the jobsite.				
ASPHALT				
Laboratory Testing				
Bag Sample (gradation, asphalt content, molding specimens, density of molded specimens, maximum thoeretical specific gravity)	\$580.00	each	3	\$1,740.00
Density of Asphalt Cores	\$63.46	each	6	\$380.76
Field Testing/Observation				
Asphlat Technician	\$85.00	hour	13	\$1,105.00
Coring Equipment and Generator	\$520.20	day	0	\$0.00
Vehicle Travel Charge (\$0.67x70 RT)	\$46.90	trip	2	\$93.80
Subtotal				\$3,319.56
RKI assignmneets will report arrivial and departure time to the field. A 2 hours technician time will be added to every field inspection/testing to capture travelling back and forth from office to the jobsite.				
PROJECT ADMINISTRATION				
Admin/Clerical	\$71.40	hour	8	\$571.20
Engineer in Training (EIT)	\$146.07	hour	8	\$1,168.56
Senior Project Manager	\$207.06	hour	40	\$8,282.40
Vehicle Travel Charge (\$0.67x70 RT)	\$46.90	trip	1	\$46.90
Subtotal				\$10,069.06
TOTAL ESTIMATED FEE				\$93,157.91

General:

1. Raba Kistner will provide the services of experienced engineering technicians as scheduled by you or your representatives. We request twenty-four (24) hour notification to properly schedule our work.
2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.
3. A vehicle travel charge will be assessed for round-trip travel from our office to the project site, material supplier, etc. and back to our office. The charges from our office to the project site will be as follows:

Travel Time (Round Trip) 2 Hour

Vehicle Travel Charge (0.67 x 70mi RT) 46.90 Trip

4. Our total cost of services is based upon the assumption that this project will require a technician on site during normal work hours. Normal work hours are defined as Monday through Friday, 7:00 am to 5:00 pm.

CPI Rate Adjustments. Rates will remain firm for the initial first year of this Agreement and such rates shall be deemed the "Initial Base Rates." Test Engineer must request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of this Agreement and any rate changes will take effect on the first day following the prior year. If Test Engineer fails to request a CPI rate adjustment, as set forth herein, the adjustment will be effective thirty (30) days after County receives Test Engineer's written request. No retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index before each annual anniversary date of this Agreement and the denominator of which is the index number for the first month of this Agreement (the index number for the month in which this Agreement was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

EXHIBIT C

PRODUCTION SCHEDULE

Construction Materials Testing on an as needed basis for this project. The testing frequency will be based on the percent of the TxDOT Guide Schedule of Sampling and Testing or as direction by the Williamson County representative.

EXHIBIT D

Williamson County

Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

- 1.1 Invoices must adequately describe the goods or services provided to 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.

EXHIBIT E

DEBARMENT CERTIFICATION

STATE OF TEXAS

§
§

COUNTY OF WILLIAMSON

§

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

Raba Kistner, Inc.

Yvonne Garcia Thomas
Signature of Certifying Official

Yvonne Garcia Thomas, P.E.
Printed Name of Certifying Official

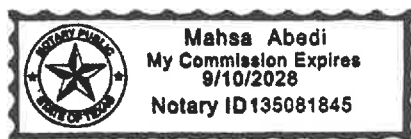
Vice President
Title of Certifying Official

October 15, 2024
Date

2. Where the PROVIDER is unable to certify to any of the statements in this certification, such PROVIDER shall attach an explanation to this certification.

* federal, state, or local

SUBSCRIBED and sworn to before me, the undersigned authority, by Mahsa Abedi
Signatory Name
the Admin coordinator of Raba Kistner, Inc., on behalf of said firm.
Signatory Title Entity Name



M. Abedi
Notary Public in and for the
State of Texas

My commission expires: 9/10/28

EXHIBIT F
CERTIFICATES OF INSURANCE

Test Engineer and Subconsultant Certificates of Insurance attached:

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

DIVISION	ITEM	DESCRIPTION
GENERAL		
	ADA	Meets all current ADA Standards.
	CODE COMPLIANCE	Meets Wilco Adoped Codes
	TRAINING	Provide training for specialty systems/items
STRUCTURAL		
	ROOF	Design roof structure with the capacity to support future solar panel installation.
	ENVELOPE	Building envelope should be water tight.
	STUDS	All stud walls should be a minimum 20 GA material unless AE suggests otherwise
	ROOF ACCESS	If equipment is installed on roof, access should include at a minimum, a roof hatch for access, preferably with a permanently installed access ladder
		Compressor crane at edge of building or unobstructed hatch with mechanical crane for future maintenance of HVAC equipment
	PLANS	Update Architectural Plan
MECHANICAL		
	FILTER	2" filter racks at any air handler filter location.
		Advanced photo-catalytic oxidation type filtration.
	MAINTENANCE ACCESS	Place all units to allow for ground level maintenance and filter changes. If above ceiling installation is necessary, then install access doors.
		Avoid the necessity of ceiling tile removal to do maintenance. Use items such as catwalks if necessary for ease of maintenance.
	DUCT	All duct should be hard metal duct with exterior insulation, except for register drops can be flex if necessary.
	LOW AMBIENT	Install low ambient kits on all DX, RTU's, etc. to allow for humidity control in cold weather conditions.
	CONTROLS	Controls should be compatible with Wilco's existing automated controls software/hardware.
		Update automated logic graphics and zones (including floor plan graphics)
		Exhaust fans need CT's and automated logic graphic
		Mini splits need bacnet capability or ZN card and automated logic graphic
		(see exterior lighting) No HVAC controls on lighting ZN cards
	C.O. DUCT DETECTOR	Should not be powered by RTU. This allows maintenance to shutdown HVAC without setting off fire alarm.
	SOUND ISSUES	All open-air (open-plenum) areas should be designed with effective sound deadening boots at all return air grills entering office or meeting type space
ELECTRICAL		
	WIRING	All electrical wire to be installed in hard pipe conduit, except for fixture whips, which should have a maximum length of 6'.
		All feeders and branch circuits shall be installed in EMT, IC, or Rigid conduit unless specifically noted in these specifications.
		No MC cable will be used unless specifically approved.
	FIXTURES	LED fixtures or equivalent energy use.
		all fixtures installed in acoustical ceilings shall have a minimum of two independent support hangers tied to structure.
	LIGHTING MOUNTS	No Tapcon masonry mounts since the fixtures are likely to pull-out of masonry walls
	LIGHTING CONTROLS	Acuity - Schedule lighting scene programming 30-days after Occupant move-in.
	EXTERIOR LIGHTING	No photocells - Lighting should be run off a separate ZN card and automated logic controlled with updated graphics
		Light poles anywhere near vehicle areas must be set on concrete base 36-in high to prevent vehicle damage.
	AS-BUILT PLANS	Must include conduit pathways and sizes, j-box locations and sizes, and circuitry
PLUMBING		
	LAYOUT	No pluming walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non proprietary E.g. Farenhyt)
		CO detectors, if required, shall be located in the interior of the building, in the occupied space being monitored. No CO duct detectors allowed.
		Building that are being expanded (added onto), shall expand on the existing system using only system compatible equipment by manufacturer.
		Wireless dialer will be used for notification to monitoring company - No POTS lines and will be set up with JCI monitoring.
		Supply facilities fire systems specialist with fire panel program and all passcode levels.
		Fire Alarm panel/room must have internet connectivity
	PLANS	Update whole building plans (digital) and coordinate update of fire panel info and device labeling
ACCESS CONTROL		
	CARD READERS	Where card readers are installed, use multi-class card readers which are compatible with Wilco's software/hardware.
	DOOR HARDWARE	Locksets should be heavy duty cylindrical style with figure-8 style IC core and a 7 pin combination configuration.
		Lockset/Handle Finishes should be brushed stainless (brushed nickel)
		No Piano Hinges on Doors
		Key boxes & specefic key box for elevator(s)
IT		
	DHCP COMPLAINT	Dynamic Host Client Protocol compliant controllers for all devices connected to Wilco IT systems
INTERIORS		
	SOUND BATTS	Install sound batting at office and meeting room walls and ceilings regardless of the quantity or type of building envelope insulation or deck insulation.
	PAINT	Use only wilco standard colors and materials, DO NOT color-match
	CEILINGS	Sound deadening Accoustical Tile, not light weight foam type.
		Label ceiling grid for concealed equipment locations including all electrical disconnects, water valves, HVAC equipment etc.
	RESTROOM PARTITIONS	No laminate surfaces allowed
	RESTROOM MIRRORS	Frameless type. DO NOT butt to counter or backsplash below.
ROOFS		
	WALKWAY MATS	Fully-adhered walkway mats from roof access points to mechanical maintnenance access location for roof top units.
	EQUIPMENT LIFTS	Provide cranes in accessible locations to lift repair equipment where rooftop equipment is installed (meet OSHA & ANSI standards)
MAINTENANCE		
	FACILITIES CLOSET	All buildings should include a maintenance closet with storage space for such items as touch-up paint, spare lamps, spare ceiling tile,
		spare carpet tiles, ladders, etc.
	JANITORIAL CLOSET	All buildings should include a mop sink closet with storage space for cleaning supplies on shelving and space for rolling carts/mop buckets.
	RESTROOM ACCESSORIES	Automatic hand dryers at restrooms.
		Double roll S.S. toilet paper dispensers, multi-fold towel dispensers, hand dryers provided by Wilco contract provider
LANDSCAPING		
	PLANT SELECTION	Use only low water native and adaptive plants. Small turf areas. Overdesign for pedestrian traffic.
	IRRIGATION	Irrigated areas should be kept to a minimum and overall irrigation should be kept to a minimum.
	IRRIGATION CONTROLS	Irrigation that is installed should have controls that are compatible with Wilco's existing automated control and monitoring software/hardware
	DESIGN	Concrete walk around building perimeter. No grass at edge of building. No small turf islands, use mulching materials instead.
		No shade trees to interfere with signage, lighting or utilities.
WAREHOUSE / GARAGE / SHOPS		
	ORIENTATION	Building orientation should be such that the overhead doors face North and South to allow for prevailing wind ventilation and/or install large exhaust fans for mechanical ventilation.
	SAFETY/HEALTH	Hand wash sink, eyewash stations, water fountain, ice machine floor drain.

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.

Raba Kistner, Inc.
San Antonio, TX United States

Certificate Number:
2024-1230656

Date Filed:

10/24/2024

Date Acknowledged:

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.

P635

Expo West Arena

[illegible]

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Chris L. Schultz, and my date of birth is

My address is _____, _____, TX, 78249, USA
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 24th day of Oct., 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

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.

Raba Kistner, Inc.
San Antonio, TX United States

Certificate Number:
2024-1230656

Date Filed:
10/24/2024

Date Acknowledged:
10/24/2024

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.

P635
Expo West Arena

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kiwa Limited Group	San Antonio, 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**21.****Meeting Date:** 10/29/2024

Approval of the Purchase of New John Deere 5100E Cab Mowing Tractor - Heavy Equipment - from United Ag & Turf for Road and Bridge Department

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

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of a New John Deere 5100E Cab Mowing Tractor, replacing UJ 1352, heavy equipment from United Ag & Turf for the total amount of \$71,630.19 pursuant to Sourcewell #082923-DAC.

Background

The purchase of this purchase will support the operations of the Road and Bridge Department throughout the County. Contract Audit and General Counsel have reviewed. Funding Source is 01.0200.0210.005711 for FY25 and Origination ID# is 969. Point of Contact is Gary Thoene.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote

Form 1295

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 10/24/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/23/2024 04:43 PM

10/24/2024 08:43 AM

Started On: 10/09/2024 11:40 AM

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

United Ag & Turf
3110 Highway 21 W
Bryan, TX 77803
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
3110 Highway 21 W
Bryan, TX 77803
979-822-7684
BryanJD@unitedagt.com

Quote Summary**Prepared For:**

Gary Thoene
WILLIAMSON COUNTY ROAD & BRIDGE
Gary Thoene
3151 SE INNER LOOP
GEORGETOWN, TX 78626
Mobile: [REDACTED]
GTHOENE@WILCO.ORG

Delivering Dealer:

United Ag & Turf
Ryan Soper
3110 Highway 21 W
Bryan, TX 77803
Phone: 979-822-7684
ryansoper@unitedagt.com

Quote ID: [REDACTED]**Created On:** 09 October 2024**Last Modified On:** 09 October 2024**Expiration Date:** 08 November 2024

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5100E Cab Tractor	\$ 71,630.19 X	1 =	\$ 71,630.19
Contract: Sourcewell Ag 082923-DAC (PG BA CG 76)			
Price Effective Date: October 8, 2024			
Equipment Total			\$ 71,630.19

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 71,630.19
Trade In	
SubTotal	\$ 71,630.19
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 71,630.19
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 71,630.19

Selling Equipment

Quote Id: [REDACTED]

Customer Name: WILLIAMSON COUNTY ROAD & BRIDGE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 United Ag & Turf
 3110 Highway 21 W
 Bryan, TX 77803
 US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 United Ag & Turf
 3110 Highway 21 W
 Bryan, TX 77803
 979-822-7684
 BryanJD@unitedagt.com

JOHN DEERE 5100E Cab Tractor

Hours:
Stock Number:
Contract: Sourcewell Ag 082923-DAC (PG BA CG 76)

Selling Price *
Price Effective Date: October 8, 2024

\$ 71,630.19

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697RP	5100E Cab Tractor	1	\$ 78,776.00	19.00	\$ 14,967.44	\$ 63,808.56	\$ 63,808.56
Standard Options - Per Unit							
182A	Less AutoTrac™/ Less ISOBUS	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
183N	JDLINK™ Modem	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
0500	Less Package	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F x 12R PowrReverser™ Transmission	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
1799	Less Loader Prep Package	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
2110	Mechanical Suspension Seat	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
3025	Deluxe Corner Post Exhaust	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
3320	Dual Stackable Rear Valve with Lever Controls	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
3400	Less Mid Valves	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Two Speed PTO - 540/540E rpm	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
5112	18.4-30 In. 8PR R1 Bias	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (Mechanical Front Wheel Drive) Front Axle	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
6118	12.4-24 In. 8PR R1 Bias	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Technology Options/Non-Contract/Open Market							
1900	Less Display	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	19.00	\$ 0.00	\$ 0.00	\$ 0.00

Selling Equipment

Quote Id: XXXXXXXXXX
Customer Name: WILLIAMSON COUNTY ROAD & BRIDGE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

United Ag & Turf
3110 Highway 21 W
Bryan, TX 77803
US

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

United Ag & Turf
3110 Highway 21 W
Bryan, TX 77803
979-822-7684
BryanJD@unitedagt.com

Technology Options Total				\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
R127764	Weight, front suitcase 43 kg (95 lb) quantity of one	4	\$ 155.10	19.00	\$ 29.47	\$ 502.52	\$ 502.52
R262449	Front Weight Support, 55kg (121 lb)	1	\$ 675.88	19.00	\$ 128.42	\$ 547.46	\$ 547.46
AL80127	Rear Mirror Mechanical - Right	1	\$ 222.20	19.00	\$ 42.22	\$ 179.98	\$ 179.98
AL80126	Rear Mirror Mechanical - Left	1	\$ 222.20	19.00	\$ 42.22	\$ 179.98	\$ 179.98
BSJ10638	LED Beacon Light Kit - Cab	1	\$ 225.50	19.00	\$ 42.85	\$ 182.65	\$ 182.65
705728	Open Market Cab Guard Screens	1	\$ 3,416.00	0.00	\$ 0.00	\$ 3,416.00	\$ 3,416.00
705331	Open Market Cab Guard Structure	1	\$ 2,813.04	0.00	\$ 0.00	\$ 2,813.04	\$ 2,813.04
Dealer Attachments Total			\$ 8,195.22		\$ 373.59	\$ 7,821.63	\$ 7,821.63
Value Added Services Total				\$ 0.00		\$ 0.00	\$ 0.00
Total Selling Price				\$ 86,971.22	\$ 15,341.03	\$ 71,630.19	\$ 71,630.19

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.

Coufal-Prater Equipment, LLC DbA United Ag & Turf
Waco, TX United States

Certificate Number:
2024-1229919

Date Filed:
10/23/2024

Date Acknowledged:
10/23/2024

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.

082923-DAC
John Deere Tractor

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)

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.

Coufal-Prater Equipment, LLC Dba United Ag & Turf
Waco, TX United States

Certificate Number:
2024-1229919

Date Filed:
10/23/2024

Date Acknowledged:

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.

082923-DAC
John Deere Tractor

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 Curtis Abel, and my date of birth is [REDACTED].

My address is [REDACTED], Waco, TX, 76712, USA.
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 23 day of October, 2024.
(month) (year)

Curtis Abel

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

22.

Meeting Date: 10/29/2024

2024 resolution for Operation Green Light for Veterans

Submitted For: Michael Hernandez

Submitted By: Michael Hernandez, Veteran Services

Department: Veteran Services

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution for Operation Green Light for Veterans (Lighting courthouse green from November 4th 2024 through November 11th 2024).

Background

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

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

2024 Resolution for Operation Green Light for Veterans

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Michael Hernandez

Final Approval Date: 10/24/2024

Reviewed By

Becky Pruitt

Date

10/24/2024 09:17 AM

Started On: 10/23/2024 08:16 AM

Supporting Operation Green Light for Veterans

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

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

WHEREAS, Williamson County seeks to honor individuals who have made countless sacrifices for freedom by placing themselves in harm's way for the good of all; and

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

WHEREAS, Approximately 200,000 service members transition to civilian communities annually; and

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

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

WHEREAS, active military service members transitioning from military service are at a high risk for suicide during their first year after military service; and

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

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

RESOLVED, with designation as a Green Light for Veterans County, Williamson County hereby declares from November 4th 2024 through November 11th 2024 a time to salute and honor the service and sacrifices of our men and women in uniform transitioning from active service; therefore, be it further

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

Resolve this ____ day of _____ 2024.

Bill Gravell Jr.

Williamson County Judge

Commissioners Court - Regular Session**23.****Meeting Date:** 10/29/2024

Discuss, consider and take appropriate action of appointing an Interim County Fire Marshal

Submitted For: Bill Zito**Submitted By:** Damaris Morales, Emergency Services Dept.**Department:** Emergency Services Dept.**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on appointing Ron Cunningham as Williamson County Fire Marshal for an emergency interim term effective as of October 29, 2024, pursuant to Local Government Code Section 352.011 and subject to the conditions of employment and employment policies of all Williamson County employees; and take appropriate action on requiring Ron Cunningham to post an official bond in the amount of \$10,000 pursuant to Texas Local Government Code 352.012.

Background

This is for the appointment of a Williamson County Fire Marshal on an interim term while we are actively seeking to fill the role. The Texas Commission on Fire Protection has approved this temporary course of action.

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: Damaris Morales

Final Approval Date: 10/24/2024

Reviewed By

Becky Pruitt

Date

10/24/2024 09:58 AM

Started On: 10/23/2024 12:30 PM

Commissioners Court - Regular Session

24.

Meeting Date: 10/29/2024

Official Bond and Oath for Williamson County Fire Marshal

Submitted By: Adrienne Seal, Fire Marshal Spec Ops-Hazmat

Department: Fire Marshal Spec Ops-Hazmat

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Official Bond and Oath for Ronald Cunningham, Jr. , Fire Marshal, in the amount of \$10,000.00 pursuant to Local Government Code 352.012, effective October 29, 2024, through October 29, 2025.

Background

This is an appointment of Williamson County Fire Marshal Ronald Cunningham, Jr.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Bond

Oath of Office

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adrienne Seal

Final Approval Date: 10/25/2024

Reviewed By

Becky Pruitt

Date

10/25/2024 02:14 PM

Started On: 10/25/2024 12:21 PM

MERCHANTS BONDING COMPANYTM

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498

PHONE: (800) 678-8171 FAX: (515) 243-3854

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS

County of Williamson County

ss.

Bond No. 101308826

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Ronald Cunningham, as Principal, and the
MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound
unto Williamson County Judge Bill Gravell Jr.

Ten Thousand Dollars (\$10,000.00) DOLLARS, for the payment of which we
hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 29th
day of October, 2024, duly Appointed
to the office of Fire Marshall in and for Williamson County
County in the State of Texas, for a term beginning the 29th day of October, 2024 and ending the 29th day of October, 2024.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid
officer, and shall
"Fathfully perform the duties of Office"

then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be
made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or
actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable
stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 24th day of October, 2024.

Ronald Cunningham

Principal

Ronald Cunningham

MERCHANTS BONDING COMPANY (Mutual)

By:

Lisa Roppolo Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Williamson

ss.

Before me, Casey Smith

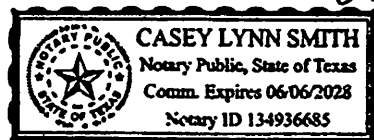
Ronald Cunningham

, a notary public, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at 2404 Williams Dr. Georgetown 78628
this 25 day of October, 2024

SEAL



PO 0123 TX (2/15)

Williamson County, Texas.

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____

SEAL

_____ County, Texas

THE STATE OF TEXAS

County of _____

} ss

The foregoing bond of _____ in and for _____ County and State of Texas, as this day approved in open Commissioner's Court.

ATTEST:

Date _____

County Court _____
_____ County

County Judge,
_____ County, Texas

THE STATE OF TEXAS

County of _____

} ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock _____ M., and duly recorded the _____ day of _____, _____, at _____ o'clock _____ M., in the Records of Official Bonds of said County in Volume _____, on page _____

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

Clerk

By _____ Deputy County Court _____ County

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Lisa Roppolo

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 24th day of October, 2024.



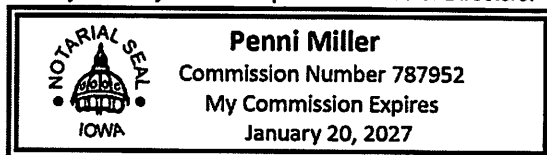
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 24th day of October, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission
does not invalidate this instrument)

Penni Miller
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 24th day of October, 2024.



Elisabeth Sandersfeld
Secretary



MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498

PHONE: (800) 678-8171 FAX: (515) 243-3854

NOTICE TO BOND HOLDER – RETAIN THIS PAGE FOR YOUR RECORDS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)

Call: Compliance Officer at (800) 671-8171

Toll-free: (800) 671-8171

Email: regulatory@merchantsbonding.com

Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information, you may also contact your agent:

Evans Ewan & Brady Insurance Agency Inc

Call: 512-869-1511

Mail: 2404 Williams Dr Georgetown, TX 78628

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Merchants Bonding Company (Mutual)

Llame a: Compliance Officer al (800) 671-8171

Teléfono gratuito: (800) 678-8171

Correo electrónico: regulatory@merchantsbonding.com

Dirección postal: P.O. Box 14498, Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. Box 14498 • DES MOINES, IOWA 50306-3498 • (800) 678-8171 • (515) 243-3854 FAX

TEXAS ENDORSEMENT

The following has been added, and supersedes any provision to the contrary.

The following actions shall be commenced within 2 years and 1 day from the date the cause of action first accrues:

1. Any claim, action, suit or proceeding against the Surety.

Form #2204 Rev 9/2017

This space reserved for office use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, RONALD E. CUNNINGHAM JR., do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of WILLIAMSON COUNTY FIRE MARSHAL of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Printed or Typed Name

Commissioners Court - Regular Session

25.

Meeting Date: 10/29/2024

ARPA Update and Projects

Submitted For: Julie Kiley

Submitted By: Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the American Rescue Plan Act (ARPA) program update and projects.

Background

Attached is a list of approved projects and the remaining funds to be encumbered for each project. These funds will complete the projects some ending in September 2025 and others ending in December 2026.

Fiscal Impact

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

Attachments

ARPA Funds Encumbered Per Project

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julie Kiley

Final Approval Date: 10/24/2024

Reviewed By

Becky Pruitt

Date

10/24/2024 09:14 AM

Started On: 10/23/2024 01:41 PM

ARPA Funds Encumbered per Project

Juvenile Security Positions	\$ 119,824.36
Domestic Violence Investigator	\$ 57,110.18
County Attorney Positions Court Backlog	\$ 172,233.94
District Attorney Positions Court Backlog	\$ 348,927.08
Jail Medical Contract	\$ 121,263.12
District Clerk Jury Coordinator	\$ -
District Clerk Jury Clerk	\$ 18,484.28
CPS Project Bluebonnet Contract	\$ 162,000.00
CPS Legal Assistant	\$ 61,557.36
Yellow House	\$ 95,000.00
Hope Alliance	\$ 95,000.00
Mental Health Surge	\$ 47,925.82
 Total of Funds allocated	 \$ 1,299,326.14

Commissioners Court - Regular Session**26.****Meeting Date:** 10/29/2024

County Attorney Legislative Supplement Budget Amendment 10.29.24

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge the additional revenues for the County Attorney's Office.

Background

County Attorney supplement received from the state to be paid throughout Fiscal Year 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.335601	Co Atty Salary Supplement	\$84,000.00

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 10/24/2024

Reviewed By

Becky Pruitt

Date

10/24/2024 11:15 AM

Started On: 10/24/2024 11:05 AM

Commissioners Court - Regular Session**27.****Meeting Date:** 10/29/2024

County Attorney Legislative Supplement Budget Amendment 10.29.24

Submitted By: Pam Navarrette, County Auditor**Department:** County Auditor**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge expenditures for the County Attorney's Office.

Background

County Attorney supplement received from the state to be paid throughout Fiscal Year 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0475.001927	Co Atty Salary Supplement	\$43,709.35
	0100.0475.002010	FICA	\$3,343.77
	0100.0475.002020	Retirement	\$7,015.35
	0100.0475.004902	Co Atty Leg Supplement	\$29,931.53

Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Pam Navarrette

Final Approval Date: 10/24/2024

Reviewed By

Becky Pruitt

Date

10/24/2024 11:16 AM

Started On: 10/24/2024 11:07 AM

Commissioners Court - Regular Session**28.****Meeting Date:** 10/29/2024

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:** Barbi Hageman, 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. #202535 for conservation treatments, rehousing and imaging for the County Clerk's Office in the amount of \$499,986.90 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 fifteen-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 62,655 pages being preserved. Origination #1098. Funding source is 01.0384.0384.004550 FY25. Department point of contact is Nancy Rister.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Kofile

Form 1295

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 10/24/2024

Reviewed By

Kerstin Hancock

Becky Pruitt

Date

10/24/2024 11:39 AM

10/24/2024 03:23 PM

Started On: 10/24/2024 11:14 AM

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 as set forth in Exhibit A. Service Provider will not exceed the Estimated Total set forth in Exhibit A 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

Dick Surdykowski Jr.

Authorized Signature

Dick Surdykowski

Printed Name

Date: _____ October 22, 2024

Exhibit “A”
Quote/Proposal

October 9, 2024

**Honorable Nancy Rister
Williamson County Clerk**

Critical Records Management

Preservation of Probate Records 3005-3926

SUBMITTED BY:

Billy Gerwick
Account Executive
billy.gerwick@kofile.com
(832) 373-9124



6300 Cedar Springs Road, Dallas, TX 75235
p: 214.442.6668 | f: 214.442.6669
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.

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%.

Temperatures above 75° F and RH higher than 60% encourage mold and other bacteria growth within 48—72 hours.

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).

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.dpicalc.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.

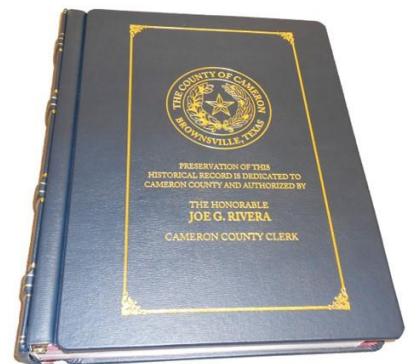
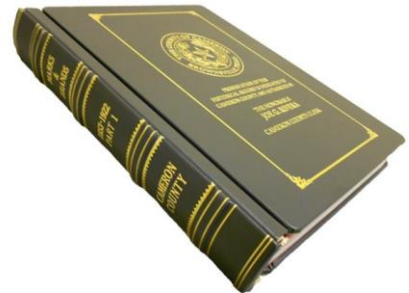
Kofile manufactures binder components at 1/4" incremental capacities on a per-book basis. Kofile punches sheets to any hole specifications and repair/replace index tabs as necessary. Kofile can manufacture custom binder sizes, shapes, spines, colors, and lettering. Each binder features durable cover 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.



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. All pricing is based on estimated page counts and condition. Final billing occurs on actual page counts and condition per mutually agreed upon pricing; not to exceed the P.O. without written authorization.

Williamson County Clerk		
Preservation Project Overview		
Record Series	Page Count	Estimated Total
Probate Cases - Phase 3 Case Files 3005-3926	62,655	\$499,986.90

This proposal shall be governed by the Williamson County Service Agreement and terms found at <https://kofile.com/termsandconditions>. Service Agreement terms will govern in the event of a conflict.

Payment Terms: Billing will occur based on work delivered.

CUSTOMER ACCEPTANCE

Signature of Authorized Official

Print Name of Authorized Official

Title of Authorized Official

Date

KOFILE ACCEPTANCE

Dick Surdykowski Jr.

Signature of Authorized Official

Signature of Authorized Official

Dick Surdykowski

Print Name of Authorized Official

Print Name of Authorized Official

Chief Revenue Officer

Title of Authorized Official

Title of Authorized Official

October 22, 2024

Date

Date

PURCHASING VIA TXMAS

Please reference Contract No. **TXMAS-23-92001** directly on the P.O. Kofile has prepared a 'Shopping Cart' in TxSmartBuy so Williamson County Clerk can complete this purchase – after logging in, cut and paste the following link into the browser:

STATE OF TEXAS CO-OP MEMBER LISTING FOR Williamson County Clerk

LINK	https://www.txsmartbuy.com/member_search/726
CO-OP #	C2460
Contact	JOY SIMONTON; Joy.simonton@wilco.org
Expiration	5/31/2025

https://www.txsmartbuy.com/app/siteRedirector.ssp?origin=home&origin_hash=sharedCart?viewFilter=%7B%22savedCartId%22%3A%2225513167%22%2C%22createDate%22%3A%222024-5-6-15-40%22%2C%22isPurchaser%22%3Afalse%2C%22isPurchaseOrder%22%3Afalse%7D

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
PRV703	96272	Case File Preservation by Page	Page	\$7.98	62,655	\$499,986.90
TOTAL						\$499,986.90

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

lgs






Kofile Agreement (FY25)(Revised 102124) (002)

Final Audit Report

2024-10-22

Created:	2024-10-22
By:	Mike Strachan (michael.strachan@kofile.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVsg7q3v53KPjDCO0xtytdv-UmwgmhVZU

"Kofile Agreement (FY25)(Revised 102124) (002)" History

-  Document created by Mike Strachan (michael.strachan@kofile.com)
2024-10-22 - 9:36:10 PM GMT
-  Document emailed to Dick Surdykowski Jr (dick.surdykowski@kofile.com) for signature
2024-10-22 - 9:36:45 PM GMT
-  Email viewed by Dick Surdykowski Jr (dick.surdykowski@kofile.com)
2024-10-22 - 9:37:26 PM GMT
-  Document e-signed by Dick Surdykowski Jr (dick.surdykowski@kofile.com)
Signature Date: 2024-10-22 - 9:37:52 PM GMT - Time Source: server
-  Agreement completed.
2024-10-22 - 9:37:52 PM GMT

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.**

Kofile Technologies, Inc.
Dallas, TX United States

Certificate Number:
2024-1224393

Date Filed:
10/08/2024

Date Acknowledged:
10/24/2024

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.

202535
Preservation of Probate Records Phase 3

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kofile, Inc.	Dallas, TX United States	X	
	Crosno, Michael	Dallas, TX United States	X	
	Aschenbach, Ray	Dallas, TX United States	X	
	Strachan, Michael	Dallas, TX United States	X	
	Adams, Sharon	Dallas, TX United States	X	
	Sutterer, Lucas	Dallas, 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)

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

Certificate Number:
2024-1224393

Date Filed:
10/08/2024

Date Acknowledged:

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

Kofile Technologies, Inc.
Dallas, TX United States

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.

202535
Preservation of Probate Records Phase 3

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
	Kofile, Inc.	Dallas, TX United States	X	
	Crosno, Michael	Dallas, TX United States	X	
	Aschenbach, Ray	Dallas, TX United States	X	
	Strachan, Michael	Dallas, TX United States	X	
	Adams, Sharon	Dallas, TX United States	X	
	Sutterer, Lucas	Dallas, 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 _____ (street) _____ (city) _____ (state) _____ (zip code) USA (country)

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

Executed in Dallas County, State of Texas, on the 8th day of October, 2024.
(month) (year)

Dieth Sundhueske Jr.

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**29.****Meeting Date:** 10/29/2024

Approval of Amendment No.3 for Meal Price Adjustment to Provide Inmates Jail Food Service with Aramark Correctional Services for Sheriff's Office/Corrections

Submitted By: Theresa Gross, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action approving amendment #3 to contract #21RFP4 for Aramark Correctional Services LLC, for a meal price adjustment allowable as per the Consumer Price Index, to provide Jail Inmates food services and authorizing the execution of the amendment.

Background

Amendment No. 3 for Sheriff's Office/Corrections with Aramark Correctional Services provides a meal price adjustment because of changes in the Consumer Price Index, to provide Jail Inmates food services. The current Amendment No.2 to Jail Inmate Food Service Contract (21RFP24 Amendment 2 Price Increase) expires November 22, 2024, and Amendment No. 3 extends past the current date to November 23, 2025. The Contract Renewal for Aramark to provide Food Service was approved on October 1, 2024 (Agenda Item #31 Aramark Food Service County Jail Renewal (10-1-24 through 9-30-25)). Funding source is 01.0100.0570.003306. Point of contact is Susan Carmack Sheriff's Office/Corrections/Jail. Company is publicly traded, therefore no Form 1295 required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Amendment

Meal Prices FY2023 FY2024 FY2025

Contract

Amendment #1

Amendment #2

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Theresa Gross

Final Approval Date: 10/24/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/23/2024 08:24 PM

10/24/2024 08:45 AM

Started On: 10/18/2024 07:55 AM

Amendment No. 3 to Jail Inmate Food Service Contract

THIS AMENDMENT NO. 3 (the “**Amendment**”), is entered into this 17th day of October, 2024 by and between Williamson County, TX (the “**County**”), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia PA, 19103 (“**Aramark**”).

WHEREAS, the County and Aramark entered into a Jail Inmate Food Service Contract on November 23, 2021 for the management of the food service operation at the Williamson County Jail (as amended, the “**Agreement**”);

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective November 23, 2024.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Price Adjustment:** In accordance with Section 6 of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A hereto as a result of changes in the Consumer Price Index. These prices shall be effective from November 23, 2024 through November 22, 2025, and shall supersede in all respects the price per meal set forth in Section 6 of the Agreement or in any other prior agreements between the parties.

2. **Ratification:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 3 to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

DocuSigned by:

8DD54D02B0CD4AA...

Stephen Yarsinsky
Vice President, Finance

Williamson County, Texas

Judge Bill Gravell
Williamson County Judge

Attachment A

<p>Williamson County, TX</p> <p>Effective November 23, 2024 through November 22, 2025</p>

Population	Price Per Meal
400 - 449	\$1.655
450 - 499	\$1.581
500 - 549	\$1.520
550 - 599	\$1.472
600 - 649	\$1.430
650 - 699	\$1.383
700 - 749	\$1.367
750 - 799	\$1.341
800 and up	\$1.316
Snacks	\$0.635
Staff Meal	\$3.092

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.

Aramark FY 2023, FY 2024 and FY 2025

Meal Price for Jail Inmates

FY 2025

Population	Price Per Meal
400 - 449	\$1.655
450 - 499	\$1.581
500 - 549	\$1.520
550 - 599	\$1.472
600 - 649	\$1.430
650 - 699	\$1.383
700 - 749	\$1.367
750 - 799	\$1.341
800 and up	\$1.316
Snacks	\$0.635
Staff Meal	\$3.092

FY 2024

Population	Price Per Meal
400 - 449	\$1.590
450 - 499	\$1.519
500 - 549	\$1.460
550 - 599	\$1.414
600 - 649	\$1.374
650 - 699	\$1.329
700 - 749	\$1.313
750 - 700	\$1.288
800 and up	\$1.264
Snacks	\$0.610
Staff Meal	\$2.970

FY 2023

Population	Price Per Meal
400 - 449	\$1.476
450 - 499	\$1.410
500 - 549	\$1.356
550 - 599	\$1.313
600 - 649	\$1.276
650 - 699	\$1.234
700 - 749	\$1.219
750 - 700	\$1.196
800 and up	\$1.174
Snacks	\$0.569
Staff Meal	\$2.755

**JAIL INMATE FOOD SERVICE CONTRACT
FOR THE WILLIAMSON COUNTY JAIL FACILITY
SOLICITATION #21RFP4**

(Aramark Correctional Services, LLC)

This Jail Inmate Food Service Contract for the Williamson County Jail (the "Contract") is between Aramark Correctional Services, LLC ("Vendor", "Contractor", or "Aramark"), 2400 Market Street, Philadelphia, PA 19103, and Williamson County, Texas (the "County"), a political subdivision of the State of Texas, acting herein by and through its governing body.

1. Vendor agrees to furnish all labor, equipment supplies and foodstuffs, except as provided herein, and to provide full food service for inmates of the Williamson County Jail (the "Jail").
2. Vendor agrees to serve tasty, appetizing, wholesome quality food and to use a minimum twenty-one (21) day non-repetitive meal plan, including special menus for holidays and for medical reasons, included as Schedule A. All menus must be reviewed and approved by a bona fide registered dietician, to meet or exceed the dietary standards for adult inmates as required by all applicable statutes.
3. Vendor agrees to serve foodstuff at the proper temperatures for safe food service. Vendor further agrees to maintain foodstuff at the proper temperatures from the time the foodstuff is prepared until the actual time that the foodstuff is delivered to the inmate units.
4. Vendor agrees to provide meals to the inmates three (3) times per day, seven (7) days per week. Breakfast shall be served at 5:30 am, lunch shall be served at 11:30 am and dinner shall be served at 5:30 pm. Sack lunches will frequently be requested. The County reserves the right to change mealtimes at County's discretion. Vendor further agrees that the respective serving times represent the actual time of delivery to the inmates for consumption.
5. Except as otherwise set out herein, food for the Jail inmates shall be prepared in the Jail kitchen facility.
6. County agrees to pay Vendor on a unit cost of per meal per inmate fed as follows:
 - a. Inmate Meal Pricing Per Person, Per Regular Meal (Breakfast, Lunch, Dinner):

Population	Price Per Meal (\$)
400-449	1.339
450-499	1.279
500-549	1.230
550-599	1.191
600-649	1.158
650-699	1.120
700-749	1.106
750-799	1.085
800 and Up	1.065

- b. Per Person, Per Dietary Snack – Snacks Prepared in Jail Kitchen: **\$0.516**
- c. Staff Meal Pricing Per Person, Per Regular Meal (Breakfast, Lunch, Dinner): **\$2.50**

The per meal prices stated in this Agreement are firm for the period beginning on the Effective Date and ending on September 30, 2022. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to this Agreement; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index (“**CPI-FAH**”), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the “**Client Menu**”). The period for determining CPI-FAH and Market Basket of Products increases shall be June of the immediately preceding year to June of the then-current year (the “**Base Period**”).

- 7. Vendor agrees to serve meals on insulated plastic trays and to distribute the meals to the individual inmates.
- 8. Vendor agrees to provide an on-site Food Service Manager who is trained, experienced, and knowledgeable of food services in detention facilities. The manager assigned will be subject to review by the Williamson County Sheriff or his agent.
- 9. Vendor agrees that all books and records of Vendor pertaining to meal preparation and delivery subject to this Contract shall be available for a period

of thirty-six (36) months after the close of the County's fiscal year to which they pertain, for inspection and audit by representatives of the Texas Department of Human Resources, the U.S. Department of Agriculture and/or the U.S. General Accounting Office, at any reasonable time and place.

10. Vendor agrees to provide on-site employees, who are well trained, honest, reliable, and in uniform of a style and color to distinguish them from inmate workers, to successfully perform the requirements of providing food to the inmates.
11. Vendor agrees that all employees must have a valid food handler's certificate from the Health Department and that all costs associated with obtaining such certificate shall be borne by Vendor.
12. Vendor agrees that all employees shall be subject to background checks. Vendor agrees that background checks for each applicant for employment shall be performed prior to the extension of a job offer. The Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to any and all employees of Vendor.
13. Vendor agrees to provide ongoing in-service training to cover such areas as safety, sanitation and food handling to all employees and to any inmate workers provided.
14. Vendor agrees to properly and safely use and operate all electrical, gas and plumbing fixtures, equipment or appliances supplied by County or by Vendor.
15. Vendor agrees to maintain the entire food service and delivery areas, all silverware, utensils and equipment needed to prepare and serve meals in a clean and sanitary condition in compliance with all Federal, State and Local standards.
16. Vendor agrees to collect and dispose of all rubbish, garbage, litter or other waste in accordance with established policies of the Health Department.
17. Vendor agrees to submit a comprehensive, weekly invoice to the Williamson County Sheriff or his agent showing the number of meals actually served to inmates for the preceding week. This invoice shall be detailed so as to show how many inmates were provided food at each mealtime. This invoice is to be submitted each Monday of the month.
18. **IN2WORK:** Vendor shall provide vocational training and classroom instruction regarding proper food production skills to qualified inmates at the facility through its IN2WORK program ("I2W"). Training will include deployment of Vendor's proprietary materials. The County acknowledges that Vendor's

willingness to implement the I2W program under this Agreement does not give the County any right, title, license or interest in the program.

19. **FINANCIAL COMMITMENT:** Aramark shall make a financial commitment to the County of up to Fifty-Five Thousand Dollars (\$55,000.00) (the "Financial Commitment") for the purchase of the equipment listed on Schedule B. Any equipment purchased by Aramark on the County's behalf shall be purchased as a "sale-for resale" to the County. The County shall hold title to all such equipment (with the exception of those items which bear the name of Aramark, its logo, or any of its logo, service marks or trademarks or any logo, service marks or trademarks of a third party) upon such resale. The County acknowledges that it is a tax-exempt entity and will provide Aramark with a copy of the appropriate tax-exempt certificate. The Financial Commitment shall occur during the Initial Term of this Agreement, commencing upon the effective date of the Agreement, and shall be amortized on a straight line basis over the Initial Term. Upon expiration or termination of this Agreement by either party for any reason whatsoever prior to the complete amortization of the Financial Commitment, the County shall reimburse Aramark for the unamortized balance of the Financial Commitment as of the date of expiration or termination plus all accrued but unbilled interest as of the date of expiration or termination. Such interest shall accrue from the effective date of the Agreement at the Prime Rate plus two percentage points per annum, computed each accounting period on the declining balance. The term "Prime Rate" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each Aramark's accounting period. In the event such amounts owing to Aramark are not paid to Aramark within thirty (30) days of expiration or termination, the County agrees to pay interest on such amounts at the Prime Rate plus two percentage points per annum, compounded monthly from the date of expiration or termination, until the date paid. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within thirty (30) days of the invoice date. Any portion of the Financial Commitment that is not expended prior to the expiration or earlier termination of the Agreement shall revert to Aramark.
20. Indemnification:

INDEMNIFICATION – EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 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 AT THE JAIL OR IN CONNECTION WITH THE PERFORMANCE OF THE CONTRACT. 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 COUNTY'S CHOOSING), AND HOLD HARMLESS COUNTY, AND 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 CONTRACT OR THE SERVICES 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.

21. Vendor agrees to provide County with proof of Workers Compensation and Employer's Liability insurance of at least \$100,000.00 per each accident; Comprehensive General (public) Liability Insurance (which shall include premises, operation, independent contractors, personal injury, products, bodily injury) in the amount of \$1,500,000.00 per occurrence, property damages insurance in the amount of \$1,500,000.00 per occurrence.
22. Vendor agrees that Williamson County shall be named as an additional insured party on the General Liability Insurance, be provided with a waived subrogation, and be provided with certificates of insurance evidencing the above insurance. Any insurance provided by Vendor (Additional Insured or Otherwise) shall only cover losses for which Vendor is legally liable; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County. Both Vendor and County waive all rights of recovery from each other for property damage or loss of use thereof, however occurring. The foregoing waiver does not apply to bodily injury or death claims. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.
23. Vendor agrees to provide to County a Surety Bond guaranteeing performance of all conditions of this Contract in the amount of fifty thousand dollars (\$50,000.00), said bond to be forfeited in the event that Vendor fails to satisfactorily perform this Contract.

24. Vendor agrees to provide meal service to inmates at the agreed upon price.
25. Vendor agrees that the services to be provided, under this Contract, are vital to County and must be continued without interruption and that upon expiration of this Contract another vendor may be selected. Vendor agrees to furnish "phase-in" training and exercise its best efforts and cooperation to effectively have an orderly and efficient transition to a successor.
26. Vendor agrees that this Contract is not assignable without the express written consent of the Commissioners Court of Williamson County. This Contract shall be binding upon and inure to the benefit of parties hereto and their respective successors and permitted assigns.
27. County agrees to assist Vendor in obtaining use of U.S. Department of Agriculture commodities in providing food service to inmates of the Williamson County Jail, however Vendor shall assume all costs, both direct and indirect, in procuring such commodities and in complying with the rules and regulations of the U.S. Department of Agriculture and the Texas Department of Human Resources and that all commodities received by Vendor shall be used only in accordance with the aforementioned rules and regulations, and for the benefit of County, and only in performance of this Contract. It is further agreed that Vendor shall be responsible for the proper disposition and removal of excess or stale dated commodities that have been obtained through the USDA surplus commodity program.
28. County agrees to make available for vendors use the kitchen facilities, utensils, and equipment located in the County Jail at no cost for the performance of this Contract. County states, and Vendor understands, that this is only an accommodation to Vendor and that County makes no warranties, expressed or implied, as to their availability, and Vendor acknowledges that Vendor must have a contingency plan to provide food to the inmates in the event that County facilities are not available for his/her use. The Contractor's liability for providing maintenance and repairs will be limited to the sum of \$25,000 per contract year (October 1 through September 30 each year (each a "Contract Year")), and which shall pro-rated in the first Contract Year beginning on the Effective Date and ending on September 30, 2022. Contractor shall keep a log of repair and maintenance costs incurred during each Contract Year. In the event the Contractor's expenditures in a Contract Year exceeds \$25,000, the County will reimburse Contractor for such expenditures. Contractor shall notify and receive permission from the County prior to incurring any repair and/or maintenance cost above the \$25,000 annual limit. In the event Contractor's annual repair and maintenance expenditures for a Contract Year are less than \$25,000 the Contractor shall reimburse the County the difference between the costs incurred and the sum of \$25,000. If, in the Contractor's opinion, a piece of kitchen equipment is judged to be past its useful life and repair is not justified, Contractor shall notify the County accordingly. Upon such notification, the

County will either advise Contractor to proceed with repairs and/or maintenance or the County will assume responsibility for replacing the equipment.

29. County agrees to pay all utility costs for preparation of foodstuff, but under no circumstance will County reimburse Vendor for any utility costs if Vendor uses any other facilities for preparation of food.
30. County agrees to provide pest control for all areas within the Jail, including those areas utilized by Vendor in performance of this Contract, and to maintain adequate security of all food service areas during food service operations, and to provide clean uniforms for all inmate workers and to provide paper and plastic eating supplies as required.
31. County agrees to provide inmate trustees to assist in the food service to the greatest extent possible, but Vendor acknowledges that at times there may not be any inmate, trustees furnished. When inmate trustees are provided to assist in the food service, the trustees must be supervised by a County Licensed Correction Officer ONLY. As set out herein above and in addition to the foregoing, inmate trustee labor will be available once the meals are delivered by the Vendor to the interior secure area of the Jail during construction on the Jail kitchen and inmate trustee labor will not be made available outside of the secured area of the Jail during the construction of the Jail kitchen.
32. Subject to the termination rights set out herein, this Contract between County and Vendor shall be in force commencing on November 23, 2021 (the "Effective Date") until September 30, 2024 (the "Initial Term").
33. At the end of the Initial Term, the Commissioners Court of Williamson County reserves the right to extend this Contract for up to two (2) additional twelve (12) month extension terms, by mutual agreement of both parties, as it deems to be in the best interest of the County. The terms and conditions for any extension term shall remain the same and shall be effective as to the new 12-month extension term provided same is approved in advance by the Commissioners Court of Williamson County. The total period of this Contract, including all extensions will not exceed a maximum combined period of sixty (60) months, until November 22, 2026.
34. Either party to this Contract reserves the right to terminate this Contract upon ninety (90) calendar day's written notice for its convenience, and for any termination County shall pay Vendor those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract prior to such termination. In the event County pays for the cost of supplies or materials obtained for use under this Contract up to the effective date of termination, said supplies or materials shall become the property of Williamson County and shall be delivered to the Jail. Other than the County's

responsibilities in this Agreement, and including but limited to its reimbursement obligations in Section 19 and its payment obligations in this Section 34, no penalty will be assessed for Williamson County's termination for convenience.

35. County and Vendor both agree that the Williamson County Commissioners Court shall be the sole and final authority on issues relating to this Contract. Should any matter not be resolved to the Vendor's satisfaction, Vendor shall have the right to be heard in open court by Commissioners Court and the decision of Commissioners Court shall be final and conclusive and shall be binding on all parties concerned.
36. Vendor understands that to the extent that County provides equipment for preparation of food for inmates, such equipment, if used, shall be used for food preparation for County inmates only.
37. The financial arrangements in this Contract are based on conditions existing as of the effective date of the Contract including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Vendor's control, including, but not limited to, a change in the scope of Vendor's services; menu changes; a decrease in the Facility's inmate population; efforts to organize labor; increases in food, fuel, equipment, utilities and supply costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Vendor's control, then Vendor shall give County written notice of such requested increase or change with adequate supporting documentation to justify the request or change, and within thirty (30) calendar days after such notice, Vendor and County shall mutually agree upon reasonable modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Vendor's price per meal, modifications to the menu, or modifications to Vendor's scope of services. Such proposed modifications are expressly subject to approval by the Williamson County Commissioners Court, such approval not to be unreasonably withheld, conditioned, or delayed.
38. 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. 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 provide a written notice with the other party.
39. Miscellaneous:

- a. If any provision of this Contract 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 Contract 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 Contract 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 Contract and be deemed to be validated and enforceable.
- b. Each party to this Contract hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Contract shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Contract is governed by the laws of the United States, this Contract shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- c. The parties to this Contract agree that during the performance of the services under this Contract they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The parties to this Contract will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- d. 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:

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

with copy to: Williamson County Sheriff
508 S. Rock Street
Georgetown, Texas 78626

Vendor: Aramark Correctional Services, LLC
Attn: Vice President, Finance
2400 Market Street
Philadelphia, PA 19103

- e. Each party to this Contract shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Contract, including, without limitation, Worker's Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Vendor shall furnish the County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- f. Vendor expressly agrees to inclusion in this Contract of the Proposal Specifications and Terms and Conditions of 21RFP4 ("RFP") and Vendor's Response(s) and Best and Final Offer ("BAFO"), which are incorporated herein as if copied in full. In the event a dispute arises between terms and conditions of (1) this Contract, (2) the RFP, and its Addenda; (3) the Respondent's Proposal; and (4) the BAFO, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of the ensuing Contract and its Addenda, (2) the RFP and its Addenda; (3) the Respondent's BAFO; and (4) Respondent's Proposal.
- g. Each party to this Contract, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- h. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, 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.
- i. The failure or delay of any party to enforce at any time or any period of time any of the provisions of this Contract shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.
- j. Vendor agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have

access to and the right to examine and photocopy any and all books, documents, papers and records of Vendor which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Vendor agrees that 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. County shall give Vendor reasonable advance notice of intended audits.

- k. The obligations of the Parties under this Contract do not constitute a general obligation or indebtedness of either Party for which such Party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination at the end of its then-current fiscal year.
- l. County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of 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 Vendor of the discrepancy. Following County's notification of any discrepancy as to an invoice, Vendor 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.
- m. The parties to this Contract each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Contract and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Contract and to bind such party to its terms. Each person executing this Contract on behalf of a party

warrants that he or she is duly authorized to enter into this Contract on behalf of such party and to bind it to the terms hereof.

- n. As a duly authorized representative of Vendor, I acknowledge by my signature below that I have read and understand the above paragraphs and that Vendor has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- o. This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by each party to this Contract. 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.

SIGNED to be effective the ____ Day of _____, 2021.

Williamson County, Texas (County):


Bill Gravell (Nov 23, 2021 11:29 CST)

Judge Bill Gravell
 Williamson County Judge

Aramark Correctional Services, LLC (Vendor):

By: 
DocuSigned by: Michael Santoro
33F9266710B948D
 Printed Name: Michael Santoro
 Title: Vice President, Finance

SCHEDULE A

Menus

[Menus provided separately with BAFO]

SCHEDULE B

Capital Investment Items:	QTY
Merchandisers	1
Beverage Cooler	1
Locking Cooler	1
Locking Freezer	1
Microwave	1
TVs for entertainment	1
Couch	0
Lounge Chair	0
Coffee Table	1
Low-Top Tables	4
Dining Chairs	20
Painting	1
Shelves for Pick up Orders	1
Signage and Sign Holders	1
Design Services	1
Installation	1
Freight	1

Capital Investment: Technology	QTY
Retail365 Kiosk - Order Ahead	1
Camera Network	1

Amendment No. 1 to Jail Inmate Food Service Contract

THIS AMENDMENT NO. 1 (the “**Amendment**”), is entered into this²³ day of Nov, 2022 by and between Williamson County, TX (the “**County**”), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia PA, 19103 (“**Aramark**”).

WHEREAS, the County and Aramark entered into a Jail Inmate Food Service Contract on November 23, 2021 for the management of the food service operation at the Williamson County Jail (as amended, the “**Agreement**”);

WHEREAS, the parties acknowledge the need to amend the per meal price effective dates in Section 6 of the Agreement;

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective October 1, 2022.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

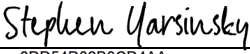
1. **Year One Pricing:** The parties agree that Section 6 of the Agreement is hereby amended to reflect that the per meal prices stated therein are firm for the period beginning November 23, 2021 and ending on November 22, 2022.
2. **Price Adjustment:** In accordance with Section 6 of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A hereto as a result of changes in the Market Basket of Products. These prices shall be effective from November 23, 2022 through November 22, 2023, and shall supersede in all respects the price per meal set forth in Section 6 of the Agreement or in any other prior agreements between the parties.
3. **Ratification:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect


IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be

signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC

Williamson County, Texas

DocuSigned by:

8DD54D9280CD4AA
Stephen Yarsinsky
Vice President, Finance
Date:


Bill Gravell (Nov 22, 2022 11:28 CST)
Judge Bill Gravell
Williamson County Judge
Date: Nov 22, 2022

Attachment A

Williamson County, TX Effective November 23, 2022 through November 22, 2023
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Population	Price Per Meal
400 - 449	\$1.476
450 - 499	\$1.410
500 - 549	\$1.356
550 - 599	\$1.313
600 - 649	\$1.276
650 - 699	\$1.234
700 - 749	\$1.219
750 - 700	\$1.196
800 and up	\$1.174
Snacks	\$0.569
Staff Meal	\$2.755

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.

21RFP4 Jail Inmate Food Services

Population	Price Per Meal (\$) FY22	Price Per Meal (\$) FY23	PRICE INCREASE PROPOSED
400-449	\$1.339	\$1.476	10.231%
450-499	\$1.279	\$1.410	10.242%
500-549	\$1.230	\$1.356	10.243%
550-599	\$1.191	\$1.313	10.243%
600-649	\$1.158	\$1.276	10.190%
650-699	\$1.120	\$1.234	10.178%
700-749	\$1.106	\$1.219	10.217%
750-799	\$1.085	\$1.196	10.230%
800 and up	\$1.065	\$1.174	10.234%
SNACKS	\$0.516	\$0.569	10.271%
STAFF MEAL	\$2.50	\$2.755	10.200%

Amendment No. 2 to Jail Inmate Food Service Contract

THIS AMENDMENT NO. 2 (the “**Amendment**”), is made and entered into by and between Williamson County, TX (the “**County**”), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at 2400 Market Street, Philadelphia PA, 19103 (“**Aramark**”).

WHEREAS, the County and Aramark entered into a Jail Inmate Food Service Contract on November 23, 2021 for the management of the food service operation at the Williamson County Jail (as amended, the “**Agreement**”);

WHEREAS, the parties acknowledge the need to amend the per meal price effective dates in Section 6 of the Agreement;

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective as of the date of the last party’s execution below.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Year One Pricing:** The parties agree that Section 6 of the Agreement is hereby amended to reflect that the per meal prices stated therein are firm for the period beginning November 23, 2023 and ending on November 22, 2024.
2. **Price Adjustment:** In accordance with Section 6 of the Agreement, the parties agree that the price per meal charged to the County by Aramark shall be changed as set forth on Attachment A hereto as a result of changes in the Consumer Price Index. These prices shall be effective from November 23, 2023 through November 22, 2024, and shall supersede in all respects the price per meal set forth in Section 6 of the Agreement or in any other prior agreements between the parties.
3. **Ratification:** Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 to be

signed by their duly authorized representatives.

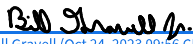
Aramark Correctional Services, LLC

DocuSigned by:

8DD54D02B0CD4AA...

Stephen Yarsinsky
Vice President, Finance
Date: 10/16/2023

Williamson County, Texas


Bill Gravell (Oct 24, 2023 09:56 CDT)

Judge Bill Gravell
Williamson County Judge
Date:

Attachment A

<p align="center">Williamson County, TX Effective November 23, 2023 through November 22, 2024.</p>

Population	Price Per Meal
400 - 449	\$1.590
450 - 499	\$1.519
500 - 549	\$1.460
550 - 599	\$1.414
600 - 649	\$1.374
650 - 699	\$1.329
700 - 749	\$1.313
750 - 700	\$1.288
800 and up	\$1.264
Snacks	\$0.610
Staff Meal	\$2.970

*The total number of inmate meals served per week is divided by 21 in order to determine the price point on the sliding scale.

21RFP4 Jail Inmate Food Services							
Population	Price Per Meal (\$) FY22		Price Per Meal (\$) FY23	PRICE INCREASE PROPOSED		Price Per Meal (\$) FY24	PRICE INCREASE PROPOSED
400-449	\$1.339		\$1.476	10.231%		\$1.590	7.700%
450-499	\$1.279		\$1.410	10.242%		\$1.519	7.700%
500-549	\$1.230		\$1.356	10.243%		\$1.460	7.700%
550-599	\$1.191		\$1.313	10.243%		\$1.414	7.700%
600-649	\$1.158		\$1.276	10.190%		\$1.374	7.700%
650-699	\$1.120		\$1.234	10.178%		\$1.329	7.700%
700-749	\$1.106		\$1.219	10.217%		\$1.313	7.700%
750-799	\$1.085		\$1.196	10.230%		\$1.288	7.700%
800 and up	\$1.065		\$1.174	10.234%		\$1.264	7.700%
SNACKS	\$0.516		\$0.569	10.271%		\$0.610	7.700%
STAFF MEAL	\$2.50		\$2.755	10.200%		\$2.970	7.700%

** Notes: Price increase falls with 25% allowed per bid contract.

Commissioners Court - Regular Session**30.****Meeting Date:** 10/29/2024

Approval of Purchase of Ammunition from Precision Delta Corporation for the Sheriff's Office

Submitted For: Joy Simonton**Submitted By:** Barbi Hageman, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving Purchase #202530 for 100,000 rounds of 5.56MM and 200,000 rounds of 9MM ammunition from Precision Delta Corporation in the amount of \$104,471.00 pursuant to BuyBoard contract #698-23, and authorizing execution of the quote.

Background

Approval of this item will benefit the Williamson County Sheriff's Office at the Deputy A.W. Grimes Training Center. Funding source is 01.0100.0560.003004 as per FY25 Budget. Department contact is Chief James Carmona.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Precision Delta Quote

Form 1295

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 10/24/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/23/2024 05:08 PM

10/24/2024 08:50 AM

Started On: 10/22/2024 08:52 AM

PRECISION DELTA CORPORATION

205 W Floyce St
PO Box 128
Ruleville, MS 38771

QUOTE

Date	Quote #
9/25/2024	

Name / Address
WILLIAMSON CO SHERIFF DEPT ACCOUNTS PAYABLE 508 South Rock Street GEORGETOWN, TX 78626

Ship To
WILLIAMSON CO SHERIFF DEPT DAWGTC 8160 CHANDLER ROAD HUTTO, TX 78634

Rep
LZ

Item	Manufacture	Description	Qty	Rate	Total
WM193200 - Case		**CAN SHIP IMMEDIATELY** 5.56mm 55 gr FMJ 800 rds / case ** 100,000 rounds**	125	390.08	48,760.00
Freight Charge		Freight Charge	1	315.00	315.00
USA9MM - DS	Winchester	DROP SHIP FROM WINCHESTER 9 MM 124 gr. FMJ 500 rd/case Drop Ship from Winchester	400	138.49	55,396.00
		Pricing per 2024 TX Buy Board 698-23 Contract Expires March 31, 2025			

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.

Precision Delta Corporation
Ruleville, MS United States

Certificate Number:
2024-1225316

Date Filed:
10/10/2024

Date Acknowledged:

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

Williamson Co.

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.

202530

Precision Delta-5.56mm 55gr. FMJ & 9mm 124gr. FMJ

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 [REDACTED], and my date of birth is [REDACTED]

My address is [REDACTED] (street) [REDACTED] (city) [REDACTED] (state) [REDACTED] (zip code) USA (country)

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

Executed in Sunflower County, State of MS, on the 10th day of October, 2024
(month) (year)

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

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.

Precision Delta Corporation
Ruleville, MS United States

Certificate Number:
2024-1225316

Date Filed:
10/10/2024

Date Acknowledged:
10/14/2024

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

Williamson Co.

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.

202530
Precision Delta-5.56mm 55gr. FMJ & 9mm 124gr. FMJ

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**31.****Meeting Date:** 10/29/2024

Approval of Annual Maintenance for ServiceNow with Carahsoft Technology Corp. for Information Systems

Submitted For: Joy Simonton**Submitted By:** Barbi Hageman, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving annual maintenance #202550 between Williamson County and Carahsoft Technology Corp. for ServiceNow Maintenance for a total amount of \$192,769.92 pursuant to GSA contract #47QSWA18D008F, and authorize the execution of the annual subscription.

Background

Approval of this item will support Williamson County operations through the continued use of ServiceNow personnel asset management work flow platform. The attached quote details the serviced products. The agreement covers a period of 12-months from 11.30.24-11.29.25. Funding source is 01.0100.0503.004505 per FY25 budget. Budget, Contract Audit and General Council have approved. Origination #1427. Department Contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote

Form 1295 Carahsoft

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 10/24/2024

Reviewed By

Kerstin Hancock

Becky Pruitt

Date

10/24/2024 10:47 AM

10/24/2024 10:58 AM

Started On: 10/22/2024 03:52 PM

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

servicenow

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

TO: Michelle Kleen
 PMP
 Williamson County
 301 SE Inner Loop suite 105
 Georgetown, TX 78626 USA

FROM: Benjamin Custer
 Carahsoft Technology Corp.
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: mkleen@wilco.org

EMAIL: Benjamin.Custer@carahsoft.com

PHONE: (512) 943-1459

PHONE: (703) 581-6660

TERMS: GSA Schedule No: 47QSWA18D008F
 Term: August 22, 2018 - August 21, 2028
 FTIN:
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 UEI: DT8KJHZXVJH5
 Business Size: Other than Small
 Sales Tax May Apply

QUOTE NO:
 QUOTE DATE: 07/18/2024
 QUOTE EXPIRES: 11/15/2024
 RFQ NO:
 SHIPPING: ESD
 TOTAL PRICE: \$192,769.92
 TOTAL QUOTE: \$192,769.92

LINE NO.	PART NO.	DESCRIPTION	LIST PRICE	QUOTE PRICE	QTY	EXTENDED PRICE
DUE AT SIGNING						
1	PROD17800-611	Business Stakeholder User v4 - RM Lvl 3 (For 25,001 users and above) ServiceNow - PROD17800 Start Date: 11/30/2024 End Date: 11/29/2025	\$35.00	\$31.48 GSA	75	\$28,332.00
2	PROD17243-611	IT Service Management Standard - Fulfiller User v3 ServiceNow - PROD17243 Start Date: 11/30/2024 End Date: 11/29/2025	\$100.00	\$74.07 GSA	135	\$119,993.40
3	PROD12492-2	ServiceNow® Agile Team - Module (Monthly) ServiceNow - PROD12492 Start Date: 11/30/2024 End Date: 11/29/2025	\$0.00	\$0.00 OM	1	\$0.00
4	PROD18537-611	ServiceNow Vault - Application RM Lvl 3 (Purchase price will be 25% of the customer's aggregate annual account value) ServiceNow - PROD18537 Start Date: 11/30/2024 End Date: 11/29/2025	\$0.01	\$2,777.78 GSA	1	\$33,333.36
5	PROD22417-2	Integration Hub Starter v4 - Transactions (Monthly) ServiceNow - PROD22417 Start Date: 11/30/2024 End Date: 11/29/2025		\$0.00 OM	1	\$0.00
6	PROD20930-611	ServiceNow® Additional Non-Production Instance - Shared Environment (4TB) (Priced Monthly 1 Year Term) ServiceNow - PROD20930 Start Date: 11/30/2024 End Date: 11/29/2025	\$1,250.00	\$925.93 GSA	1	\$11,111.16
DUE AT SIGNING SUBTOTAL:						\$192,769.92
SUBTOTAL:						\$192,769.92

CONFIDENTIAL

PAGE 1 of 2

QUOTE DATE: 07/18/2024

QUOTE NO:

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



TOTAL PRICE:	\$192,769.92
TOTAL QUOTE:	\$192,769.92

Expressly Incorporated herein is the Williamson County Addendum originally approved and signed by Williamson County on November 24, 2020 as if copied in full.

Payments are due as per the invoice schedule and as set forth above. Customer acknowledges and agrees to late payments will accrue interest at a rate of 1.5% per month or the applicable statutory rate for late payments, whichever is lower.

Customer will cure a delinquency in payment of any amounts owed within 30 days from the date of ServiceNow's delinquency notice. If Customer fails to timely cure a delinquency, ServiceNow may suspend use of the Subscription Products or terminate the Agreement for breach, in addition to any other available rights and remedies.

GOVERNMENT - PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP

servicenow

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

carahsoft.

1. All Licenses, Software, and Subscriptions are Invoiced upon Purchase Order for the full period of performance.
2. Subscriptions and all other services are non-refundable and non-returnable.
3. Carahsoft and ServiceNow reserve the right to suspend access to the instance if payment is not made within payment terms.
4. Include within the Purchase Order:
 - 4.1. The End-User contact information (i.e., the responsible party that manages the ServiceNow instance). Full contact information: CMD/Agency, Sub-CMD, Org (include office code), name, physical address, phone number, and email address.
 - 4.2. Carahsoft Quote number
5. Please send Purchase Orders to CSTechOM@carahsoft.com & Carahsoft "Quote From," Point of Contact
6. Customer Accepts ServiceNow Terms:
 - 6.1. End User License Agreement(EULA)/Subscription Service Agreement(SSA): <https://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70/eula2> *Click ServiceNow on the list
 - 6.2. ServiceNow App Store Terms of Use: https://static.carahsoft.com/concrete/files/8116/1840/8110/ServiceNow_App_Store_Terms_OF_Rider_Mar_2021.pdf
7. Each Renewal Order is subject to the following conditions:
 - 7.1. Renewals are due prior to the expiration of the existing Subscription Term.
 - 7.2. Subscription renewals are subject to an uplift not to exceed 10% year-over-year.
 - 7.3. (i) the Subscription Products in the expiring order continue to be made commercially available by ServiceNow and if not, then the Renewal Order shall be for ServiceNow's then available Subscription Product that is substantially equivalent to the Renewal Product in the expiring order;(ii) the sales model for the expiring order continues to be made available by ServiceNow in a commercially equivalent model;(iii) the units of each Renewal Product in the Renewal Order are equal to or greater than the sum of all the Units for that Renewal Product in all the order forms placed by Customer during the subscription term of the then expiring order form;(iv) each Renewal Order is for a twelve (12) month subscription term;(v) Customer places the Renewal Order before the expiration of the Subscription Term of the expiring order form; and(vi) the Renewal Order is on mutually agreeable terms and conditions.
 - 7.4. Reinstatement Fees: All Renewal Orders placed after the expiration of the Subscription Term shall include subscription fees for the lapsed period plus a reinstatement fee.
 - 7.4.1. Reinstatement fee equal to 10% of the total renewing annual subscription multiplied by the number of past months.
 - 7.4.2. If the subscription support end date has passed and no cancellation notification has been issued to ServiceNow, ServiceNow reserves the right to include this fee to reinstate the account.
8. Applicable for quotes that include ServiceNow Learning/Training credits:
 - 8.1. ServiceNow learning/training credits are invoiced monthly in arrears based on usage.
 - 8.2. Unused credits expire one year after purchase.
 - 8.2.1. If any unused credits remain at the time of expiration, no charges will be made against them.
 - 8.3. In the event On-site training is requested via ServiceNow learning/training credits, there may be up to \$4,000.00 travel and expense fee per class.
 - 8.3.1. For US Federal Customers: In the event Travel and Expenses are necessary it will follow Federal/Joint Travel Regulations.
 - 8.4 Knowledge Event Passes purchased are non-refundable and unused passes will be forfeited.
9. Applicable for quotes that include ServiceNow Software Asset Management: https://static.carahsoft.com/concrete/files/5715/8412/6705/SAM_ADDENDUM_1.pdf
10. Applicable for customers residing or migrating to ServiceNow's ILS/National Security Cloud hosting offering:
https://static.carahsoft.com/concrete/files/5116/2039/3841/6_-_National_Security_Cloud_Addendum.pdf
11. Applicable for quotes that include ServiceNow Impact: <https://www.servicenow.com/legal/servicenow-impact.html>
12. Applicable for quotes with GenAI skus, Product specific Terms: <https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/servicenow-product-specific-terms.pdf>
13. Applicable for quotes with GenAI products, Advanced AI and Data Products Amendment for Commercial Hosting:
https://static.carahsoft.com/concrete/files/8317/1649/3455/GenAI_EULA_Amendment_-_Commercial_Hosting_051524.pdf
14. Applicable for quotes with GenAI products, ADVANCED AI AND DATA PRODUCTS AMENDMENT: <https://static.carahsoft.com/concrete/files/7017/1525/1220/981032.pdf>

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.

Carahsoft Technology Corporation
Reston, VA United States

Certificate Number:
2024-1230623

Date Filed:
10/24/2024

Date Acknowledged:
10/24/2024

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

Williamson County Commissioners Court

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.

202555
Carahsoft Q-42057542 FY25 ServiceNow maint renewal

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)

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.

Carahsoft Technology Corporation
Reston, VA United States

Certificate Number:
2024-1230623

Date Filed:
10/24/2024

Date Acknowledged:

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

Williamson County Commissioners Court

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.

202555
Carahsoft Q-42057542 FY25 ServiceNow maint renewal

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 _____, _____, _____, _____, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Fairfax County, State of Virginia, on the 24th day of October, 2024.
(month) (year)

John Santo

Digitally signed by John Santo
Date: 2024.10.24 10:58:04 -04'00'

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**32.****Meeting Date:** 10/29/2024

Approval of Service Lease for Samsara Vehicle Gateway Devices from CDW-G for Information Systems

Submitted For: Joy Simonton**Submitted By:** Barbi Hageman, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the service lease agreement #202556 Samsara devices between Williamson County and CDW-G for fleet vehicle diagnostics and data in the amount of \$224,502.00 per year for three (3) years in accordance with DIR contract #DIR-CPO-4547.

Background

The approval of this service lease will benefit Williamson County Information Services with coverage of outfitting fleet vehicles, including heavy equipment with Samsara Gateway devices. The term of the device lease is 36 months. Funding comes from both IT Systems and Road and Bridge Department funds. Funding sources are 01.0100.0503.004500 and 01.0200.0210.004500 as per the FY25 budget. Budget, Contract Audit and General Counsel have approved the lease. Origination #1345. The department point of contact is Richard Semple. Publicly traded supplier. No Form 1295 is required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

CDW-G Quote

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Barbi Hageman

Final Approval Date: 10/24/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/23/2024 04:07 PM

10/24/2024 09:14 AM

Started On: 10/22/2024 04:22 PM



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

RICHARD SEMPLE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at <https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
██████████	10/11/2024	SAMSARA BOM	██████████	\$224,502.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
SAMSARA LIC F VEHICLE GATEWAYS	1065	6072889	\$210.80	\$224,502.00
Mfg. Part#: LIC-VG-PS				
Electronic distribution - NO MEDIA				
Contract: TXDIR - Samsar Security Monitoring DIR-CPO-4547 (DIR-CPO-4547)				

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$224,502.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$224,502.00

PURCHASER BILLING INFO

DELIVER TO

Billing Address:
WILLIAMSON COUNTY ITS
301 SE INNER LOOP STE 105
GEORGETOWN, TX 78626-8207
Phone: (512) 943-1456
Payment Terms: NO CHARGE

Shipping Address:
WILLIAMSON COUNTY ITS
301 SE INNER LOOP STE 105
GEORGETOWN, TX 78626-8207
Phone: (512) 943-1456
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Alyssa McArthur-Guzman | (877) 621-3156 | alysmca@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$224,502.00	\$6,353.41/Month	\$224,502.00	\$7,305.30/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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Support



Call 800.800.4239

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Commissioners Court - Regular Session**33.****Meeting Date:** 10/29/2024

Approval of Proposal of Pollution Liability Insurance with Commerce and Industry Insurance Company for Fleet Services Department

Submitted For: Joy Simonton**Submitted By:** Cheryl Johnson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on approving the Proposal of Pollution Liability Insurance through AIG Storage Tank Third Party Liability for Policy Number PLC 000168373 with Commerce and Industry Insurance Company for the term of 12-18-2024 through 12-18-2025, and authorizing execution of the document.

Background

This is a recurring annual insurance policy that is required for the County's fuel storage tanks. Policy funding is budgeted annually. FY 25 annual premium, obtaining this insurance is a two-step agenda posting process. The proposal acceptance, attached herein, is submitted to the Commissioner's Court agenda first, followed by a later submission with the renewal quote. The quote for pricing cannot be received until the proposal has been approved and signed. The funding source is 01.0882.0882.004416. The Fleet Services Department point of contact is Kevin Teller. The company is publicly traded, therefore no Form 1295 required.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Proposal FY 2025

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Cheryl Johnson

Final Approval Date: 10/24/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/23/2024 04:37 PM

10/24/2024 08:48 AM

Started On: 10/18/2024 04:29 PM

Policy Managers®

317 Riveredge Boulevard, Suite 206 • Cocoa, Florida 32922 • 800.475.4055 • Fax: 321.433.1093 • www.policymanagers.com
A Division of Chamber Insurance Agency Services, LLC

August 16, 2024

Mr. Kevin Teller
Williamson County
3151 S.E. Inner Loop
Georgetown, TX 78626-8207

IMPORTANT RENEWAL NOTICE

Re: AIG TankGuard® Program
Insured: Williamson County
Policy Number: PLC000168373
Expiration Date: 12/18/24

Dear Mr. Kevin Teller,

We are pleased to announce that we have further streamlined and improved the renewal process for the TankGuard® program.

As you know, the above TankGuard® policy is scheduled for renewal with Commerce & Industry Insurance Company on the date indicated above.

In order to renew the above coverage, we will simply require that you complete the enclosed Renewal Warranty Statement. We are very pleased to advise that upon our receipt of the fully completed Renewal Warranty the captioned policy will now be automatically renewed. We will no longer require a fully complete application unless there have been material changes to the risk.

We ask that you please complete the enclosed Renewal Warranty Statement and promptly forward it to your agent/broker:

JI Special Risks Insurance Agency,
Inc.
10535 Boyer Boulevard, Suite 100
Austin, TX 78758-

Please note, that we will need to receive the completed Renewal Warranty Statement from your agent/broker within 35 days of the date of this letter. We will not be able to automatically renew the above policy until we have received your fully completed Renewal Warranty Statement.

Please note that if we do not receive the Warranty Statement within this time frame, State Insurance Regulations require us to send a notice of non-renewal to you.

State Insurance Regulations also require that we provide advance notice of any material changes in terms and conditions of your current coverage and/or changes to underwriting guidelines. Therefore, we must advise you that your policy may be renewed with different rates, terms and conditions

Mr. Kevin Teller
Williamson County
August 16, 2024
Page 2

resulting from increased exposure or from rate increases as approved by the applicable state agency.

In closing, we remind you that your policy is a "claims-made" form, requiring that claims be made against the insured and reported to the Company during the policy period for coverage to be provided, subject to all terms, conditions and exclusions. Therefore, if your policy is not renewed, there will be no coverage for any claims reported subsequent to your policy's expiration date unless an Extended Reporting Period is purchased. Instructions for purchasing an Extended Reporting Period Endorsement are provided in your policy.

Should you have any questions concerning the enclosed material, please have your agent contact us.

Very truly yours,
POLICY MANAGERS®


Marisa Kraft
Account Executive
mkraft@policymanagers.com

(321) 433-4048

cc: Ms. Shela Ferrell
JI Special Risks Insurance Agency,
Inc.
10535 Boyer Boulevard, Suite 100
Austin, TX 78758-



**Storage Tank Third Party Liability
TankGuard[®] Renewal Warranty**

NAMED INSURED: Williamson County
INSURER: Commerce and Industry Insurance Company

POLICY NUMBER: PLC000168373
POLICY PERIOD: 12/18/24 - 12/18/25

The undersigned warrants and represents that there have been no changes to the schedule of covered tanks or locations:

THIS RENEWAL WARRANTY DOES NOT BIND THE APPLICANT TO BUY, OR THE COMPANY TO ISSUE THE INSURANCE, BUT IT IS AGREED THAT THIS FORM SHALL BE THE BASIS OF THE CONTRACT SHOULD A POLICY BE ISSUED, AND IT WILL BE ATTACHED TO THE ORIGINAL APPLICATION AND MADE A PART OF THE POLICY. THE UNDERSIGNED APPLICANT DECLARES, WARRANTS AND REPRESENTS THAT THE STATEMENTS SET FORTH IN THIS WARRANTY ARE TRUE AND THAT NO MATERIAL FACTS HAVE BEEN SUPPRESSED OR MISSTATED. THE APPLICANT FURTHER DECLARES, WARRANTS AND REPRESENTS THAT IF THE INFORMATION SUPPLIED ON THIS WARRANTY CHANGES BETWEEN THE EXECUTION DATE OF THE WARRANTY AND THE RENEWAL POLICY EFFECTIVE DATE, THE APPLICANT WILL IMMEDIATELY NOTIFY THE COMPANY OF SUCH CHANGES, AND THE COMPANY MAY WITHDRAW OR MODIFY ANY OUTSTANDING QUOTATIONS AND/OR AUTHORIZATION TO BIND THE INSURANCE.

ALL WRITTEN STATEMENTS AND MATERIALS FURNISHED TO THE COMPANY IN CONJUNCTION WITH THE MOST RECENT LONG FORM APPLICATION AS WELL AS THE RENEWAL WARRANTY SIGNED HEREUNDER ARE INCORPORATED BY REFERENCE INTO THIS APPLICATION AND MADE A PART THEREOF.

In the event that the company issues a policy, the undersigned acting on behalf of the applicant and all proposed insureds, acknowledges that the company, in providing coverage, will have relied upon, as representations, the declarations and statements which are contained in or attached to or incorporated by reference into this warranty and which are incorporated into the policy.

If the insured would like an indication for higher limits, please indicate.

LIMITS DESIRED: (each incident/aggregate)

- ☐ \$1 million/\$1 million ☐ \$1 million/\$ 2 million ☐ \$2 million/\$2 million
☐ OTHER: _____

DEDUCTIBLE DESIRED: (each incident)

- ☐ \$5,000 ☐ \$10,000 ☐ \$25,000 ☐ \$50,000 ☐ \$100,000

For Deductibles above \$50,000, please include your most current audited financial statement.



Renewal Warranty Acknowledgement

APPLICANT: _____	BROKER: _____
Williamson County	JI Special Risks Insurance Agency, Inc.
(Signature)	(Firm)
APPLICANT: _____	10535 Boyer Boulevard, Suite 100
(Print Name)	Austin, TX 78758-
DATE: _____	(Street Mailing Address)
	Ms. Shela Ferrell
	(Contact person)

	(Phone #, Fax #, Email Address)

	(Signature of Broker or Agent)
	1575
	(License Number and State)
	742538186

	(Tax I.D. #)

Please note that if you are planning on adding either additional tanks or locations to this policy, the Company requires that we first receive a fully completed renewal application within thirty (30) days of the policy expirations expiration date. Please visit our website www.chamberagent.com to download to application.

NOTICE TO APPLICANTS: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO DEFRAUD ANY INSURANCE COMPANY OR OTHER PERSON FILES AN APPLICATION FOR INSURANCE OR STATEMENT OF CLAIM CONTAINING ANY MATERIALLY FALSE INFORMATION OR, CONCEALS, FOR THE PURPOSE OF MISLEADING, INFORMATION CONCERNING ANY FACT MATERIAL THERETO, COMMITS A FRAUDULENT ACT, WHICH IS A CRIME AND SUBJECTS SUCH PERSON TO CRIMINAL AND CIVIL PENALTIES.

**POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM RISK INSURANCE ACT (TRIA) COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING JANUARY 1, 2018; 81% BEGINNING JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020 OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Unless you, or your insurance broker on your behalf, **REJECTS** in writing to the Company Terrorism Coverage under the Terrorism Risk Insurance Act as amended, you will be covered for Terrorism as defined in the Act and your prospective premium for that coverage is based upon which coverage option you choose (Coverage options setting forth limits, policy term, etc. are set forth in the attached letter of indication).

Terrorism Act Premium: \$45

_____ I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Commerce and Industry Insurance Company

Policyholder/Applicant's Signature

Return to: Policy Managers
317 Riveredge Blvd., Suite 206
Cocoa, FL 32922

Policyholder/Applicant's Printed Name

Williamson County

Date

Pol#: 000168373
Quote#: 100270

121187 (01/16)
CI5974

Commissioners Court - Regular Session**34.****Meeting Date:** 10/29/2024

Approval of the Purchase of New Motor Grader - Heavy Equipment - from HOLT CAT for Road and Bridge Departmen

Submitted For: Joy Simonton**Submitted By:** Fernando Ramirez, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of a New Motor Grader, replacing UMG 0610, heavy equipment from HOLT CAT for the total amount of \$407,943.00 pursuant to Sourcewell #011723-CAT, warranties included.

Background

This purchase will support the operations of the Road and Bridge Department throughout the County. Purchase price of \$385,522.00 plus SITECH 2D Cross Slope \$22,421.00 for total of \$407,943.00. Contract Audit and General Counsel have reviewed. Funding Source is 01.0200.0210.005711 for FY25 and Origination ID# is 971. Point of Contact is Gary Thoene.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote

Form 1295 Holt CAT

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 10/24/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/24/2024 07:27 AM

10/24/2024 08:39 AM

Started On: 10/08/2024 12:27 PM



DATE: Aug 16, 2024
QUOTE # [REDACTED]

WILLIAMSON COUNTY FLEET
3151 SE INNER LOOP
GEORGETOWN, TEXAS 78626

Kell, Jeffrey
512.917.3277

One (1) New Caterpillar Inc Model: 150JOY Motor Graders with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	\$385,522.00
EXT WARRANTY	Included
TOTAL PRICE	\$385,522.00
<hr/>	
SUB TOTAL	\$385,522.00
TOTAL SOURCEWELL PURCHASE PRICE	\$385,522.00

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine
Extended Warranty: 84 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH

List Price	\$601,846.00
Sourcewell Discount 30%	[\$180,554.00]
Adjusted Sales Price	\$421,292.00
Prep	\$2,500.00
Delivery	\$500.00
Manuals	\$1,800.00
One year Field Service	\$1,200.00
Oil Sampling	\$630.00
Holt Cat discount to Wilco	[\$42,400.00]
Total Sourcewell Purchase Price	\$385,522.00

Specifications on page 2

NOTES

ARO INSTALL ready for SITECH 2D Cross Slope
SITECH 2D Cross Slope - \$22,421.00 [Adder to Purchase Price]
Sourcewell # 011723

DESCRIPTION	REF.#	PRICE
BR/QP1/17.5/ARO/RI/PB/PL	577-2897	\$513,270.00
GLOBAL ARRANGEMENT	385-9294	\$0.00
MOLDBOARD, 14' PLUS	349-3048	\$3,595.00
WEATHER, STANDARD	353-3316	\$0.00
ACCUMULATORS, BLADE LIFT	358-9338	\$6,200.00
PRECLEANER, NON SY-KLONE	380-6774	\$0.00
ENGINE, TIER IV	567-4688	\$0.00
BASE + 1 (RIP)	385-8094	\$3,050.00
HEADLIGHTS,FRONT, LOW, HALOGEN	308-9370	\$855.00
LIGHTS, ARM, FOLD DOWN	536-9969	\$2,500.00
LIGHTS, ROADING, HALOGEN	421-7810	\$0.00
CIRCLE SAVER	521-3250	\$318.00
CAB, PLUS (STANDARD GLASS)	385-9554	\$1,470.00
CAB, PLUS (INTERIOR)	397-7457	\$4,000.00
SEAT BELT	394-1492	\$0.00
PRODUCT LINK, CELLULAR PLE742	464-6442	\$0.00
CONTROL,AUTO ARTICULATION-DEMO	483-2354	\$0.00
JOYSTICK CONTROLS, ADVANCED	458-8701	\$2,685.00
TANK, FUEL, STANDARD	540-2373	\$0.00
FAN, STANDARD, TND	542-4660	\$0.00
TIRES, 17.5R25 BS VKT * D2A MP	252-0775	\$12,990.00
GUARD GP, HITCH	323-6970	\$0.00
COOLANT, 50/50, -35C (-31F)	469-8157	\$0.00
FUEL ANTIFREEZE, -25C (-13F)	0P-3978	\$0.00
DRAIN, HIGH SPEED, ENGINE OIL	501-1163	\$380.00
DECALS, ENGLISH (U.S.)	442-9940	\$0.00
LIGHTS, WORKING, PLUS, HALOGEN	395-1967	\$1,370.00
LIGHTS, SERVICE, INTERNAL	380-3070	\$257.00
CAMERA, REAR VISION	396-3921	\$0.00
MIRRORS, OUTSIDE MOUNTED	233-3295	\$650.00
GUARD, TRANSMISSION	366-2459	\$4,520.00
PUSH PLATE, COUNTERWEIGHT HD	367-6842	\$7,500.00
ROLL ON-ROLL OFF	0P-2265	\$405.00
CAT GRADE, ARO, TND	583-6974	\$6,410.00
SERIALIZED TECHNICAL MEDIA KIT	421-8926	\$0.00
STARTER, ELEC, EXTREME DUTY	395-3547	\$540.00
STORAGE PROTECTION	0P-2918	\$0.00
RIPPER ARRANGEMNT	637-6813	\$27,020.00
SHANKS/TEETH, RIPPER/SCARIFIER	4K-3330	\$1,861.00
LANE 2 ORDER	0P-9002	\$0.00
Total List Price		\$618,000.00
STANDARD EQUIPMENT		

POWERTRAIN -Air cleaner, dual stage dry type radial -seal with service indicator and -automatic dust ejector -Air-to-air after cooler

(ATAAC) -Belt, serpentine, automatic tensioner -Brakes, oil disc, four-wheel, hydraulic -Demand fan, hydraulic -Differential, lock/unlock, Automatic -Drain, engine oil, ecology -Electronic over-speed protection -Parking brake, multi-disc, sealed and -oil cooled. -Sediment drain, fuel tank. -Transmission, 8 speed forward and -6 speed reverse, power shift, direct -drive -VHP Plus (Variable Horse Power Plus) -

ELECTRICAL -Alarm, back-up -Alternator, 150 ampere, sealed -Batteries, maintenance free, heavy -duty, 1125 CCA -Breaker panel, ground accessible -Electrical hydraulic valves -Electrical system, 24V -Grade control ready (Cab harness, -software, electrical hydraulic valves, -bosses and brackets) -Lights, reversing -Lights, roading, roof-mounted, -stop and tail, LED -Starter, electric

OPERATOR ENVIRONMENT -Air Conditioning with heater -Articulation, automatic return to center -Centershift pin indicator -Display, digital speed and gear -Doors, left and right side with wiper -Gauge, machine level -Gauges (analog) inside the cab -(includes fuel, articulation, engine -coolant temp, engine RPM, -and hydraulic oil temp, DEF/AdBlue) -Joystick, adjustable armrests -Joystick gear selection, hydraulic -power steering hydraulic controls -(right/left, blade lift w/ float -position, blade sideshift and tip, -circle drive, centershift, front wheel -lean and articulation and steering) -Lights, night time cab -Messenger operator information system -Meter, hour, digital -Mirror, inside rearview, wide angle -Power Port, 12V -Radio Ready, Entertainment -ROPS cab, sound suppressed -69dB(A) - ISO 6394 -Seat, cloth-covered, comfort suspension -Storage area for cooler/lunchbox -Throttle control, electronic -Windows laminated glass: --Fixed front with intermittent wiper --Door with intermittent wipers (3) -Windows tempered: --Left and right side wipers --Rear with intermittent wiper -Cab storage -

SAFETY AND SECURITY -Clutch, circle drive slip -Doors, 2 engine compartment, (two left -hand, two right hand) locking -Doors, 2 service, left and right locking -Ground level engine shutdown -Hammer (emergency exit) -Horn, electric -Lockout, hydraulic implement (for -roading and servicing) -Seat belt, retractable 76.2 (3") -Secondary steering -Tandem walkway/guards

TIRES, RIMS, AND WHEELS -A partial allowance for tires on -254mm x 609.6mm (10" x 24") multi-piece -rims is included in the base machine -price and weight.

FLUIDS -Antifreeze -Extended life coolant -35C/-30F

OTHER STANDARD EQUIPMENT -Accumulators -brake -dual certified -Drawbar, 6 shoe w/replaceable wear strips -Fluid check, ground level -Fuel tank, 398 liters (105 gallon) -Ground level fueling -DEF/AdBlue Tank, 21 liters (5.5 gallon) -Hydraulic lines for base functions -Pump, hydraulic, high capacity -(98cc / 15 cu in) -Radiator, cleanout access -(both sides with swing doors) -SOS ports - engine -hydraulic --transmission -coolant -fuel -Tool box -Debris guard -

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.

Holt Texas, LTD (dba Holt Cat)
San Antonio, TX United States

Certificate Number:
2024-1230178

Date Filed:
10/23/2024

Date Acknowledged:
10/23/2024

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.

135930
One (1) New Caterpillar Inc Model: 150JOY Motor Grader

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Holt, Peter	San Antonio, TX United States	X	
	Holt Richter, Corinna	San Antonio, TX United States	X	
	Kell, Jeffrey	Georgetown, 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)

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**

Certificate Number:
2024-1230178

Date Filed:
10/23/2024

Date Acknowledged:

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

Holt Texas, LTD (dba Holt Cat)
San Antonio, TX United States

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.

135930
One (1) New Caterpillar Inc Model: 150JOY Motor Grader

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Holt, Peter	San Antonio, TX United States	X	
	Holt Richter, Corinna	San Antonio, TX United States	X	
	Kell, Jeffrey	Georgetown, TX United States		X

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

My name is Michael Puryear, and my date of birth is [REDACTED]

My address is [REDACTED] San Antonio Tx 78222 USA
(street) (city) (state) (zip code) (country)

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

Executed in Bexar County, State of Texas, on the 23 day of October, 2024.
(month) (year)

DocuSigned by:

Michael Puryear

03B0D34F689E4F13

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**35.****Meeting Date:** 10/29/2024

Approval of second and FINAL renewal for contract #22IFB152 for Aggregates for Surface Treatment Type E Grade 3,5, and FS for Road and Bridge

Submitted For: Joy Simonton**Submitted By:** Cheryl Johnson, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on authorizing the second renewal of Aggregates for Surface Treatment Type E Grade 3,5, and FS contract #22IFB152 with Road and Bridge. The term is from 11-15-2024 through 11-14-2025 with a price increase.

Background

This is the second renewal (2) option for contract #22IFB152 with Aggregates for Surface Treatment Type E Grade 3,5, and FS for Road and Bridge. The Road and Bridge Department has confirmed the vendor met all the County requirements for this contract and requests renewal. The Funding Source: 01.0200.0210.003556 and the point of contact is Kelly Murphy. Supplier is a publicly traded company and a Form 1295 is not required for this renewal.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Final Renewal form

Form Review**Inbox**

Purchasing (Originator)
County Judge Exec Asst.
Purchasing (Originator)
County Judge Exec Asst.

Reviewed By

Joy Simonton
Becky Pruitt
Joy Simonton
Becky Pruitt

Date

10/23/2024 06:18 AM
10/23/2024 11:34 AM
10/23/2024 04:49 PM
10/24/2024 08:46 AM
Started On: 10/18/2024 03:02 PM

Form Started By: Cheryl Johnson
Final Approval Date: 10/24/2024



Summary Agreement for Renewal of Williamson County Contract Price Amendment

Contract Number:	22IFB152	Department:	ROAD AND BRIDGE
Vendor Name:	VULCAN CONSTRUCTION MATERIALS, LLC		
SECOND AND FINAL RENEWAL FOR AGGREGATES FOR SURFACE TREATMENT TYPE E GRADE 3&5 and FS			
Type of Contract:	IFB	Start Date:	11/15/2024
Purchasing Contact:	Cheryl Johnson	End Date:	11/14/2025
Department Contact:	Kelly Murphy		
<ul style="list-style-type: none">Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet) but with the same 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.			
(FINAL) Renewal Option Period 2		NOVEMBER 15, 2024 – NOVEMBER 14, 2025	
Renewal Option Period 1		NOVEMBER 15, 2023 – NOVEMBER 14, 2024	
Initial Contract Period		NOVEMBER 15, 2022 – NOVEMBER 14, 2023	
BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE			
Vendor	Vulcan Construction Materials, LLC		Williamson County, 710 Main St., Georgetown, TX 78626
Name	Julia Farrar		Bill Gravel, Jr
Title	Analyst		Williamson County Judge
Signature			Signature _____
Date	10/22/24		Date _____

22IFB152 - AGGREGATE FOR SURFACE TREATMENT TYPE E GRADE 3, 5 AND FS

ITEM #	DESCRIPTION	Estimated Quantity	UNIT	FY 23/24 UNIT COST DELIVERED	FY25 UNIT COST DELIVERED
1	Aggregate, TxDot Item 302,	\$3,000.00	TON	NO BID	NO BID
	Type E, Grade 3				
2	Aggregate, TxDot Item 302,	\$10,000.00	TON	\$89.58	\$97.58
	Type E, Grade 5				
3	Aggregate, TxDot Item 302,	\$3,000.00	TON	\$84.58	\$92.08
	Type E, Grade FS				

☆ Producer Price Index by Commodity: Nonmetallic Mineral Products: Construction Sand, Gravel, and Crushed Stone (WPS1321)

DOWNLOAD

Observation: Aug 2024 496.352
(+ more)
Updated: Oct 11, 2024 7:54 AM CDT

Units: Index 1982=100, Seasonally Adjusted

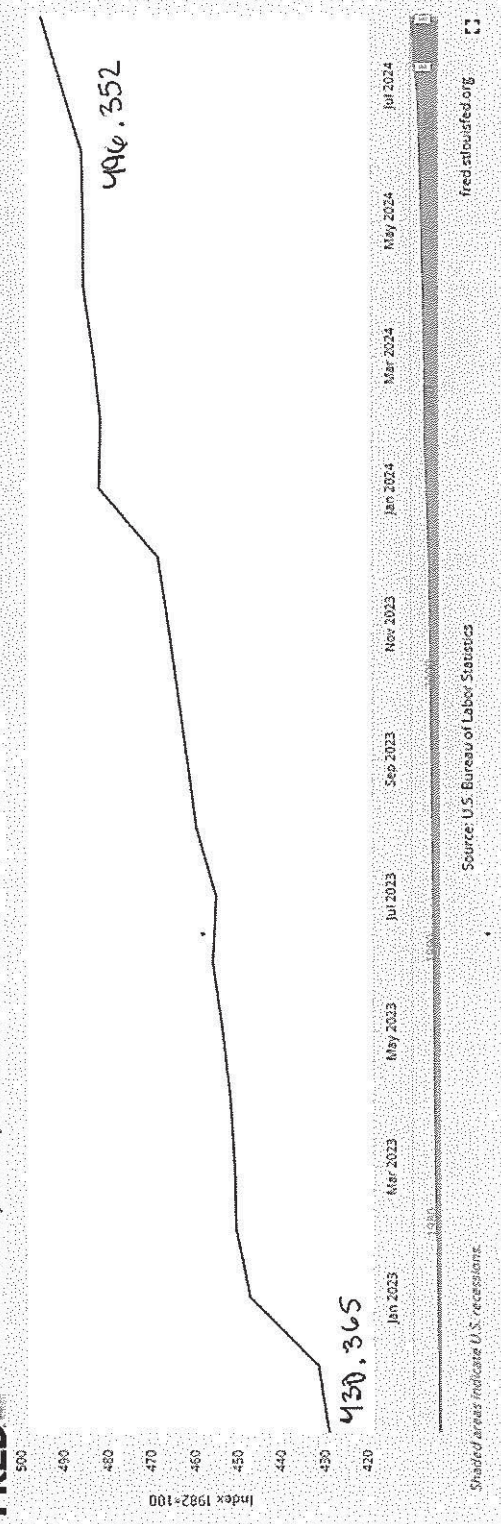
Frequency: Monthly

1Y | 5Y | 10Y | Max

2022-11-01 to 2024-08-01

EDIT GRAPH

FRED — Producer Price Index by Commodity: Nonmetallic Mineral Products: Construction Sand, Gravel, and Crushed Stone



Commissioners Court - Regular Session**36.****Meeting Date:** 10/29/2024

Approval of the Purchase of Water Tanker Truck from Doggett Freightliner of South Texas LLC for Road and Bridge Department

Submitted For: Joy Simonton**Submitted By:** Fernando Ramirez, Purchasing**Department:** Purchasing**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider, and take appropriate action on approving the purchase of a new Water Tanker Truck, replacing UWT 0104 & UWT 0827, heavy equipment from Doggett Freightliner of South Texas LLC for the total amount of \$216,084.39 pursuant to Co-Op TIPS #230-802, warranties included.

Background

This purchase will support the operations of the Road and Bridge Department throughout the County. Contract Audit and General Counsel have reviewed. Funding Source is 01.0200.0210.005700 for FY25 and Origination ID# is 994. Point of Contact is Gary Thoene.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote

Form 1295 - Doggett Freightliner of South Texas

Form Review**Inbox**

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 10/24/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/23/2024 04:36 PM

10/24/2024 09:13 AM

Started On: 10/22/2024 03:59 PM



DOGETT FREIGHTLINER OF SOUTH TEXAS LLC - AUSTIN

1701 Smith Rd.
Austin, Texas 78721Bus: 512-389-0000
Fax: 512-389-2663

INV #:

DATE: 8/29/2024
INVOICE / BUYER'S ORDER

BUYER'S NAME WILLIAMSON COUNTY FLEET SVCS				TELEPHONE 512-966-4839	
ADDRESS 3151 S E INNER LOOP STE B			CITY GEORGETOWN	STATE TX	ZIP CODE 78626
YEAR 2026	MAKE FREIGHTLINER	MODEL/BODY 114SD / LEDWELL 4K WATER	VIN TBD		LICENSE PLATE

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYER FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

UN PAGO DOCUMENTAL NO ES UN CARGO OFICIAL. LA LEYNO EXIGUE SE IMPONGA UN CARGO DOCUMENTAL. PERO ESTE PODRIA COBRARSE A LOS COMPRADORES POR EL MANEJO DE LA DOCUMENTACION EN RELACION CON LE VENTA. UN CARGO DOCUMENTAL NO PUEDE EXCEDER UNA CANIDAD PAZONABLE ACORDADA POR LAS PARTES. ESTA NOTIFICACION SE EXIGUE POR LA LEY.

DISCLAIMER OF WARRANTIES
Purchaser acknowledges and agrees that Dealer did not manufacture and therefore makes no implied or express warranty with regard to the Purchased Unit(s) and any service work or make-ready work shall not create any warranty of any nature whatsoever with respect to the Purchased Unit(s). Additionally, Purchaser agrees to use the Purchased Unit(s) and/or chassis at Purchaser's own risk and hereby releases Dealer, its principals, officers, directors, shareholders, members, agents, employees, successors and assigns, from any and all claims for any damages or injuries of any nature whatsoever to the full extent permitted by law

MILEAGE:			
YEAR	MAKE	MODEL/BODY	VIN
MILEAGE:			TRADE-IN
YEAR	MAKE	MODEL/BODY	VIN

		TOTAL	\$216,084.39
PAYOFF TO:		(Trade Allowance)	(\$0.00)
ADDRESS:		TRADING DIFFERENCE	\$216,084.39
TELEPHONE: FAX:		SALES TAX	\$0.00
GOOD UNTIL:		DEALER'S INVENTORY TAX	\$0.00
QUOTED BY:		LICENSE FEE	\$0.00
SHOW LIEN TO:		DOCUMENTARY FEE	\$0.00
ADDRESS:		FEDERAL EXCISE TAX	\$0.00
DATED: LIEN AMOUNT \$		TOTAL SALE PRICE	\$216,084.39
DRAFT FOR \$		PAYOFF ON TRADE	\$0.00
DRAFT THRU:		EXT. WARRANTY	\$0.00
ADDRESS:		LESS DEPOSIT	\$0.00
		Total Balance Due	\$216,084.39

**The Dealer's Inventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

These terms and conditions shall govern the sale of motor vehicles (Purchased Unit(s)) by Dealer to Purchaser. Dealer's performance and prices are expressly conditioned on these terms and conditions. This document shall be the final, complete, and exclusive agreement between the parties and may not be modified, amended, supplemented, explained, or waived by parol evidence, Purchaser's purchase order, a course of dealings, custom or trade usage, prior representations, Dealer's performance or delivery, Dealer's catalogs, circulars or other promotional material, or in any other way except in writing signed by Dealer's Authorized Representative. Dealer's Authorized Representative shall mean Dealer's Vice-President, General Counsel, Chief Financial Officer, or President.

2. Purchaser agrees to complete one of the following, and agrees that despite delivery of the Purchased Unit(s) to Purchaser, title to the Purchased Unit(s) shall remain with Dealer until Purchaser completes one of the following: (1) pay the balance due, as shown on this Order, in cash or (2) execute a Time Sales Agreement (Retail Installment Contract), or (3) execute a Loan Agreement for the purchase price of the Purchased Unit(s) plus additional charges shown herein, or (4) execute a lease agreement, on or before delivery of the Purchased Unit(s). Purchaser and Dealer agree that this Order is not a security agreement and that delivery of the Purchased Unit(s) to the Purchaser pursuant to this Order will not constitute possession of the Purchased Unit(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Order.

3. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice. In the event the price to Dealer of new motor vehicles of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the Purchased Unit(s) ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price (or any other pricing) of such motor vehicle to Purchaser accordingly. If such cash delivered price (or any other pricing) is increased by Dealer by five percent (5%) or more, Purchaser's sole remedy is to cancel this Order, in which event if a used motor vehicle has been traded in as a part of the consideration for such new Purchased Unit(s), such used motor vehicle shall be returned to Purchaser upon payment by Purchaser to Dealer of all storage and repair cost incurred or, if such used motor vehicle has been previously sold by Dealer, the amount received for such sale by Dealer, less a selling commission of 15% and any cost or expense incurred in storing, repairing, insuring, conditioning or advertising said used motor vehicle for sale, shall be returned to Purchaser. Purchaser waives all other claims for any damages resulting from a manufacture's change in pricing and/or a related cancellation.

Prepared for:
Dana
Plumpe
STOCK AUSTIN TX BTFD
1701 Smith Rd
Austin, TX 78721
Phone: 512-389-0000

Prepared by:
Dana Plumpe
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000

SPECIFICATION PROPOSAL

Data Code	Description
Price Level	
PRL-29D	SD PRL-29D (EFF:MY26 ORDERS)
Data Version	
DRL-006	SPECPRO21 DATA RELEASE VER 006
Vehicle Configuration	
001-177	114SD PLUS CONVENTIONAL CHASSIS
004-226	2026 MODEL YEAR SPECIFIED
002-004	SET BACK AXLE - TRUCK
019-004	STRAIGHT TRUCK PROVISION, NON-TOWING
003-001	LH PRIMARY STEERING LOCATION
General Service	
AA1-002	TRUCK CONFIGURATION
AA6-002	DOMICILED, USA (EXCLUDING CALIFORNIA AND CARB OPT-IN STATES)
99D-027	EPA EMISSIONS CERTIFICATION FOR REGISTRATION IN EPA OR ACT STATES - EPA CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)
A85-010	UTILITY/REPAIR/MAINTENANCE SERVICE
A84-1GM	GOVERNMENT BUSINESS SEGMENT
AA4-002	LIQUID BULK COMMODITY
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS
AB1-008	MAXIMUM 8% EXPECTED GRADE
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE
995-1AE	FREIGHTLINER LEVEL II WARRANTY
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 20000.0 lbs
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 40000.0 lbs
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 60000.0 lbs
Truck Service	



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Data Code	Description
AA3-003	TANK BODY
AF3-207	NIECE EQUIPMENT
AF7-99D	EXPECTED BODY/PAYLOAD CG HEIGHT ABOVE FRAME "XX" INCHES : 32.0 in

Engine

101-3FG	DETROIT DD13 GEN 5 12.8L 410 HP @ 1625 RPM, 1900 GOV RPM, 1650 LB-FT @ 975 RPM
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Electronic Parameters

79A-072	72 MPH ROAD SPEED LIMIT
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT
79F-013	FLEET MANAGEMENT - DAILY ENGINE USAGE ENABLED
79K-012	PTO MODE ENGINE RPM LIMIT - 1500 RPM
79P-032	PTO RPM CONTROL WITH STEERING WHEEL SWITCHES
79T-001	PTO MODE RPM INCREMENT - 25 RPM
79U-002	PTO GOVERNOR RAMP RATE - 50 RPM PER SECOND
79W-001	ONE REMOTE PTO SPEED
79X-005	PTO SPEED 1 SETTING - 900 RPM
80G-001	PTO MINIMUM RPM - 600
80L-001	ENABLE AUTO ENGINE RPM ELEVATE FOR EXTENDED IDLE
80S-018	PTO 1, WITH SWITCH, TEM SUPPLIED REQUEST AND INTERLOCKS, WITH PTO CONNECTIONS, NO FACTORY INTERLOCKS

Engine Equipment

99C-024	EPA 2010/GHG 2024 CONFIGURATION
13E-001	STANDARD OIL PAN
105-001	ENGINE MOUNTED OIL CHECK AND FILL
014-1B5	SIDE OF HOOD AIR INTAKE WITH DONALDSON HIGH CAPACITY AIR CLEANER WITH SAFETY ELEMENT, FIREWALL MOUNTED
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES
290-017	BATTERY BOX FRAME MOUNTED
281-001	STANDARD BATTERY JUMPERS



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Data Code	Description
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN
289-001	NON-POLISHED BATTERY BOX COVER
293-058	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS
180-1AR	EATON ADVANTAGE 15-1/2 INCH SELF ADJUSTING CLUTCH WITH PREDAMPER
183-008	TORQUE LIMITING CLUTCH BRAKE
181-002	ZERK FITTING WITH EXTENSION HOSE AT CLUTCH RELEASE BEARING
182-005	HYDRAULIC CLUTCH CONTROL
197-046	BW MODEL FE-921 19.0 CFM SINGLE CYLINDER AIR COMPRESSOR WITH SAFETY VALVE
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM
128-002	JACOBS COMPRESSION BRAKE
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER
239-026	10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP
23U-001	6 GALLON DIESEL EXHAUST FLUID TANK
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL
23Y-002	DIESEL EXHAUST FLUID PUMP MOUNTED AFT OF DIESEL EXHAUST FLUID TANK
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD(S)



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Data Code	Description
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED
110-068	DDC SUPPLIED ENGINE MOUNTED FUEL FILTER/FUEL WATER SEPARATOR WITH WATER-IN-FUEL INDICATOR
118-001	FULL FLOW OIL FILTER
120-998	NO COOLANT FILTER
266-107	1400 SQUARE INCH VOCATIONAL RADIATOR
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES
270-023	HDEP FIXED RATIO COOLANT PUMP AND RADIATOR DRAIN VALVE
138-005	PHILLIPS-TEMRO 1500 WATT/115 VOLT BLOCK HEATER
140-053	BLACK PLASTIC ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR
155-075	MITSUBISHI 12V MOD 3.175-DP60 STARTER WITH INTEGRATED MAGNETIC SWITCH

Transmission

342-419	EATON FULLER FRO-16210C TRANSMISSION
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Transmission Equipment

85T-998	NO AMT HOLD MODE
353-076	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH BLUNTCUTS
347-002	ALUMINUM CLUTCH HOUSING
362-805	CUSTOMER INSTALLED MUNCIE 82 SERIES PTO
363-003	PTO MOUNTING, BOTTOM OF MAIN TRANSMISSION DETROIT & EATON FULLER TRANSMISSION
341-017	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION FILL AND DRAIN, AXLE(S) FILL AND DRAIN
345-001	PAINTED SHIFT LEVER, SOLID LINKAGE
370-002	AIR TO OIL TRANSMISSION COOLER
35T-003	SYNTHETIC TRANSMISSION LUBE

Front Axle and Equipment



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Data Code	Description
400-1BB	DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE
402-075	BENDIX ADB22X AIR DISC FRONT BRAKES
403-002	NON-ASBESTOS FRONT BRAKE LINING
419-004	FRONT DISC BRAKE ROTORS
427-001	FRONT BRAKE DUST SHIELDS
409-006	FRONT OIL SEALS
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES
405-030	FRONT AIR DISC BRAKE INTERNAL ADJUSTERS
406-001	STANDARD KING PIN BUSHINGS
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR
539-003	POWER STEERING PUMP
534-003	4 QUART POWER STEERING RESERVOIR
533-001	OIL/AIR POWER STEERING COOLER
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE

Front Suspension

620-006	20,000# FLAT LEAF FRONT SUSPENSION
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION
410-001	FRONT SHOCK ABSORBERS

Rear Axle and Equipment

420-1K3	MERITOR MT-40-14X 40,000# R-SERIES TANDEM REAR AXLE
421-390	3.90 REAR AXLE RATIO
424-003	IRON REAR AXLE CARRIER WITH OPTIONAL HEAVY DUTY AXLE HOUSING
386-044	RPL25 MERITOR MAIN DRIVELINE
388-039	RPL20 MERITOR INTERAXLE DRIVELINE
452-006	DRIVER CONTROLLED TRACTION DIFFERENTIAL - BOTH TANDEM REAR AXLES
878-023	(1) INTERAXLE LOCK VALVE, (1) DRIVER CONTROLLED DIFFERENTIAL LOCK FORWARD- REAR AND REAR-REAR AXLE VALVE
87A-017	INDICATOR LIGHT FOR EACH INTERAXLE LOCKOUT SWITCH, DISENGAGE INTERAXLE LOCK WITH IGNITION OFF



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	Data Code	Description
	87B-025	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH, ENGAGE AT SPEEDS 5MPH OR LESS, DISENGAGE W/IGN OFF
	423-075	BENDIX ADB22X AIR DISC REAR BRAKES
	433-002	NON-ASBESTOS REAR BRAKE LINING
	434-003	STANDARD BRAKE CHAMBER LOCATION
	451-005	REAR DISC BRAKE ROTORS
	425-002	REAR BRAKE DUST SHIELDS
	440-006	REAR OIL SEALS
	426-094	AIR DISC LONGSTROKE 2-DRIVE AXLES SPRING PARKING CHAMBERS
N	428-030	REAR AIR DISC BRAKE INTERNAL ADJUSTERS
	41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE
	42T-001	STANDARD REAR AXLE BREATHER(S)

Rear Suspension

622-1CJ	HENDRICKSON RT463 @46,000# REAR SUSPENSION
621-016	HENDRICKSON RT/RTE - 7.19" SADDLE
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP
624-009	54 INCH AXLE SPACING
628-005	STEEL BEAMS AND BRONZE CENTER BUSHINGS WITH BAR PIN ADJUSTABLE END CONNECTIONS
623-005	FORE/AFT CONTROL RODS

Pusher / Tag Equipment

429-998	NO PUSHER/TAG BRAKE DUST SHIELDS
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Brake System

490-100	WABCO 4S/4M ABS
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES
904-001	FIBER BRAID PARKING BRAKE HOSE
412-001	STANDARD BRAKE SYSTEM VALVES
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM
413-002	STD U.S. FRONT BRAKE VALVE
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE
480-009	BW AD-9 BRAKE LINE AIR DRYER WITH HEATER
479-015	AIR DRYER FRAME MOUNTED



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Data Code	Description
460-058	STEEL AIR TANKS MOUNTED AFT INSIDE AND/OR BELOW FRAME JUST FORWARD OF REAR SUSPENSION
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS

Trailer Connections

481-998	NO TRAILER AIR HOSE
476-998	NO AIR HOSE HANGER
310-998	NO TRAILER ELECTRICAL CABLE

Wheelbase & Frame

545-505	5050MM (199 INCH) WHEELBASE
546-101	11/32X3-1/2X10-15/16 INCH STEEL FRAME (8.73MMX277.8MM/0.344X10.94 INCH) 120KSI
547-001	1/4 INCH (6.35MM) C-CHANNEL INNER FRAME REINFORCEMENT
552-035	1725MM (68 INCH) REAR FRAME OVERHANG
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 133.27 in
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 130.27 in
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 296.84 in
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 74.08 in
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 78.15 in
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in
553-001	SQUARE END OF FRAME
550-001	FRONT CLOSING CROSSMEMBER
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)
572-001	STANDARD REARMOST CROSSMEMBER
565-001	STANDARD SUSPENSION CROSSMEMBER

Chassis Equipment

556-1E5	14 INCH PAINTED STEEL BUMPER
558-070	REMOVABLE FRONT TOW/RECOVERY DEVICE, STORED ON CHASSIS FRAME
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE
585-998	NO MUDFLAP BRACKETS
590-998	NO REAR MUDFLAPS



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Data Code	Description
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE
605-003	LEVEL FRAME RAILS (+/- 1%) WHEN CHASSIS IS LOADED TO FRONT AND REAR SUSPENSION RATINGS
607-001	CLEAR FRAME RAILS FROM BACK OF CAB TO FRONT REAR SUSPENSION BRACKET, BOTH RAILS OUTBOARD

Fifth Wheel

578-998	NO FIFTH WHEEL
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Fuel Tanks

204-215	50 GALLON/189 LITER SHORT RECTANGULAR ALUMINUM FUEL TANK - LH
218-005	RECTANGULAR FUEL TANK(S)
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS
212-007	FUEL TANK(S) FORWARD
664-001	PLAIN STEP FINISH
205-001	FUEL TANK CAP(S)
122-998	NO FUEL/WATER SEPARATOR
216-020	EQUIFLO INBOARD FUEL SYSTEM
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE

Tires

093-0TB	MICHELIN XZY-3 425/65R22.5 20 PLY RADIAL FRONT TIRES
094-2DE	MICHELIN X MULTI ENERGY D 11R22.5 14 PLY RADIAL REAR TIRES

Hubs

418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS

Wheels

502-566	MAXION WHEELS 10035 22.5X12.25 10-HUB PILOT 4.75 INSET 5-HAND STEEL DISC FRONT WHEELS
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS



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Data Code	Description
496-011	FRONT WHEEL MOUNTING NUTS
497-011	REAR WHEEL MOUNTING NUTS
Cab Exterior	
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
650-008	AIR CAB MOUNTING
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE
667-004	FRONT FENDERS SET-BACK AXLE
754-017	BOLT-ON MOLDED FLEXIBLE FENDER EXTENSIONS
678-001	LH AND RH GRAB HANDLES
646-041	STATIONARY BLACK GRILLE
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE
644-004	FIBERGLASS HOOD
690-002	TUNNEL/FIREWALL LINER
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK
726-001	SINGLE ELECTRIC HORN
728-001	SINGLE HORN SHIELD
575-001	REAR LICENSE PLATE MOUNT END OF FRAME
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS
302-047	LED AERODYNAMIC MARKER LIGHTS
311-998	NO DAYTIME RUNNING LIGHTS
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS
300-015	STANDARD FRONT TURN SIGNAL LAMPS
744-1BK	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE
797-001	DOOR MOUNTED MIRRORS
796-001	102 INCH EQUIPMENT WIDTH
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS
74A-001	RH DOWN VIEW MIRROR
729-001	STANDARD SIDE/REAR REFLECTORS
677-053	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN SHIELDING
768-043	63X14 INCH TINTED REAR WINDOW
661-003	TINTED DOOR GLASS LH AND RH WITH TINTED NON-OPERATING WING WINDOWS



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Data Code	Description
654-011	RH AND LH ELECTRIC POWERED WINDOWS
663-013	1-PIECE SOLAR GREEN GLASS WINDSHIELD
659-019	2 GALLON WINDSHIELD WASHER RESERVOIR WITHOUT FLUID LEVEL INDICATOR, FRAME MOUNTED

Cab Interior

055-017	PROFESSIONAL TRIM PACKAGE
707-105	MIST AND CARBON CLOTH INTERIOR "PROFESSIONAL"
70K-016	CARBON WITH BASE BLACK ACCENT
706-013	MOLDED PLASTIC DOOR PANEL
708-013	MOLDED PLASTIC DOOR PANEL
772-006	BLACK MATS WITH SINGLE INSULATION
785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET
691-001	FORWARD ROOF MOUNTED CONSOLE
696-012	CENTER STORAGE CONSOLE MOUNTED ON BACKWALL
693-019	LH AND RH DOOR STORAGE POCKETS INTEGRATED INTO MOLDED DOOR PANELS
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY
742-007	(2) CUP HOLDERS LH AND RH DASH
680-029	M2/SD DASH
720-003	5 LB. FIRE EXTINGUISHER
700-002	HEATER, DEFROSTER AND AIR CONDITIONER
701-001	STANDARD HVAC DUCTING
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH
170-015	STANDARD HEATER PLUMBING
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR
702-002	BINARY CONTROL, R-134A
739-033	STANDARD INSULATION
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM
324-1B3	STANDARD LED CAB LIGHTING
787-998	NO SECURITY DEVICE
657-1AN	ALL UNIT(S) KEYED ALIKE WITH CUSTOMER SPECIFIED KEY NUMBER FT1004
78G-003	KEY QUANTITY OF 3



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Data Code	Description
655-005	LH AND RH ELECTRIC DOOR LOCKS
740-998	NO MATTRESS
722-002	TRIANGULAR REFLECTORS WITHOUT FLARES
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WITH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS
758-022	BLACK MORDURA CLOTH DRIVER SEAT COVER
761-023	BLACK MORDURA CLOTH PASSENGER SEAT COVER
763-101	BLACK SEAT BELTS
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS

Instruments & Controls

106-002	ELECTRONIC ACCELERATOR CONTROL
732-998	NO INSTRUMENT PANEL-DRIVER
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS
870-001	BLACK GAUGE BEZELS
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE
198-003	DASH MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS
721-001	97 DB BACKUP ALARM
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY



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Data Code	Description
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH
844-001	2 INCH ELECTRIC FUEL GAUGE
845-011	FUEL FILTER RESTRICTION INDICATOR
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE
854-008	DIGITAL ENGINE OIL TEMPERATURE IN DRIVER DISPLAY
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE
736-998	NO OBSTACLE DETECTION SYSTEM
72J-998	NO DR ASSIST SYSTEM
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL
73B-998	NO LANE DEPARTURE WARNING SYSTEM
72K-998	NO REVERSE PROXIMITY SENSOR
679-998	NO OVERHEAD INSTRUMENT PANEL
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, MICROPHONE
747-001	DASH MOUNTED RADIO
750-002	(2) RADIO SPEAKERS IN CAB



08/30/2024 8:51 AM

Prepared for:
 Dana
 Plumpe
 STOCK AUSTIN TX BTFD
 1701 Smith Rd
 Austin, TX 78721
 Phone: 512-389-0000

Prepared by:
 Dana Plumpe
 FREIGHTLINER OF AUSTIN
 1701 SMITH ROAD
 AUSTIN, TX 78721
 Phone: 512-389-0000

Data Code	Description
753-001	AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF
749-998	NO CB RADIO MOUNTING PROVISION
75W-998	NO MULTIBAND ANTENNA
78C-004	INTEROPERABLE SDAR ANTENNA, SHIP LOOSE
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER
817-001	STANDARD VEHICLE SPEED SENSOR
812-001	ELECTRONIC 3000 RPM TACHOMETER
813-1C8	DETROIT CONNECT PLATFORM HARDWARE
8D1-213	3 YEARS DETROIT CONNECT BASE PACKAGE(FEATURES VARY BY MODEL) DETROIT CONNECT PLATFORM
8DE-998	NO ASE DATA SVCE EXTENSION
RDE-998	NO EXTENSIONS
6TS-005	TMC RP1226 ACCESSORY CONNECTOR LOCATED BEHIND PASSENGER SIDE REMOVEABLE DASH PANEL
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP
329-121	FOUR EXTRA HARDWIRED SWITCHES IN DASH, INPUT POWER, NO OUTPUT WIRING
4C1-026	HARDWIRE SWITCH #1, ON/OFF LATCHING, 10 AMPS BATTERY POWER
4C2-026	HARDWIRE SWITCH #2, ON/OFF LATCHING, 10 AMPS BATTERY POWER
4C3-017	HARDWIRE SWITCH #3,ON/OFF LATCHING, 10 AMPS BATTERY POWER
4C4-017	HARDWIRE SWITCH #4,ON/OFF LATCHING, 10 AMPS BATTERY POWER
81Y-005	PRE-TRIP INSPECTION FEATURE FOR EXTERIOR LAMPS ONLY
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN
883-998	NO TRAILER HAND CONTROL BRAKE VALVE
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS
882-009	ONE VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR



08/30/2024 8:51 AM

Prepared for:
Dana
Plumpe
STOCK AUSTIN TX BTFD
1701 Smith Rd
Austin, TX 78721
Phone: 512-389-0000

Prepared by:
Dana Plumpe
FREIGHTLINER OF AUSTIN
1701 SMITH ROAD
AUSTIN, TX 78721
Phone: 512-389-0000

Data Code	Description
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR

Design

065-000	PAINT: ONE SOLID COLOR
---------	------------------------

Color

980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)
964-020	STANDARD BLACK BUMPER PAINT
963-003	STANDARD E COAT/UNDERCOATING

Certification / Compliance

996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS
---------	---

Extended Warranty

WAI-10V	EW4 DD13 VOC \$0 DEDUCTIBLE 5 YEARS/200,000 MILES/322,000 KM FEX APPLIES
WAG-074	TOWING: 1 YEAR/UNLIMITED MILES/KM EXTENDED TOWING COVERAGE \$750 CAP FEX APPLIES

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.



08/30/2024 8:51 AM



Ledwell & Son Enterprises, Inc
3300 WACO STREET
TEXARKANA, TX 75501
P: (903) 838-6531
F: (903) 831-2737 ext. 9000

Quotation: [REDACTED]
Date: 8/30/2024
PO Number:

CUSTOMER

FREIGHTLINER OF AUSTIN

Jimmy Rubio
1701 SMITH ROAD
AUSTIN, TX 78721
P: (800) 395-2005

SHIP TO

Doggett Freightliner of Austin

Dana Plumpe
1701 SMITH ROAD
AUSTIN, TX 78721
P: (800) 395-2005

REQUISITIONER	SHIP VIA	F.O.B.	Estimated Lead Time
Dana Plumpe	TBD	FOB Texarkana, TX	

Item Description	Qty
------------------	-----

Doggett Austin Stainless 4K on Customer Truck (Williamson County)

LEDWELL - WATER 4000 GALLON WT		1
Tank Product	Ledwell 4000 Gallon Stainless Steel Tank; 200"L x 98"W x 75"T	
Construction	One Longitudinal and Three Transverse Baffles	
Construction	Rear ladder	
Construction	All-welded subframe Rubber mount padding	
Construction	Hydrant-fill capability Top discharge hydrant-fill water drop	
Construction	Low point drain cocks	
Construction	Suction plumbed interior primer tank	
Construction	Reservoir interior blasted and coated with Tank Liner	
Construction	Water level site tube front mount	
Keel	Full Length Keel with Piping and Manifold	
Fenders	Steel fenders with railing	
Hose Reel	Rear mounted hose reel with 50' - 1 1/4" Jet spray hose w/ 1 1/2" nozzle	
Pump	4" X 3" pump - PTO driven Suction and Front/Rear Plumbing	
Spray Head Configuration	Two (2) front spray heads (independent functions)/ Two (2) rear spray heads (independent functions) One (1) side spray nozzle with 1 1/2" camlock (independent function) One (1) 3/4" garden hose spigot	
Spray Heads	Standard spray heads	
Sparger Bar	12' Folding Sparger bar	
Bumper	Reinforced Push Bumper w/ Pintle Hitch	
Special Instructions:	12 ton pintle hitch	

Options	Water Level Tube Rear Mount	
Options	3" Drafting Pipe w/ Camlock Connecting Dust Cover	
Special Instructions:	w/2.5" male camlock	
DOT Compliance	Back-up alarm	
DOT Compliance	Mud flaps	
DOT Compliance	Fire extinguisher	
DOT Compliance	Triangle & reflector kit	
DOT Compliance	Reflexite conspicuity tape	
DOT Compliance	Wiring Harness	
Decals	No Customer Decals	
Body Paint	Painted One Color	

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.

Doggett Freightliner of South Texas, LLC
Austin, TX United States

Certificate Number:
2024-1228608

Date Filed:
10/18/2024

Date Acknowledged:
10/22/2024

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.

135955
2026 Freightliner 114SD/Ledwell 4k Water Tank

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Doggett Freightliner of South Texas, LLC	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)

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.

Doggett Freightliner of South Texas, LLC
Austin, TX United States

Certificate Number:
2024-1228608

Date Filed:
10/18/2024

Date Acknowledged:

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.

135955
2026 Freightliner 114SD/Ledwell 4k Water Tank

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Doggett Freightliner of South Texas, LLC	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dana Plumpe, and my date of birth is [REDACTED].

My address is [REDACTED], Austin, TX, 78721, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 22 day of October, 20 24.
(month) (year)

Dana Plumpe

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session**37.****Meeting Date:** 10/29/2024

Setting a public hearing regarding proposed amendments to the Williamson County Subdivision Regulations

Submitted For: Adam Boatright**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action on setting a public hearing on December 10, 2024 at 9:30 AM regarding proposed amendments to the Williamson County Subdivision Regulations pursuant to the authority of Chapter 232 of the Texas Local Government Code and authorize publication of notice of the public hearing in the Williamson County Sun.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 10/24/2024

Reviewed By

Becky Pruitt

Date

10/24/2024 03:24 PM

Started On: 10/24/2024 11:37 AM

Commissioners Court - Regular Session**38.****Meeting Date:** 10/29/2024

Temporary road closure of Hutton Ln from Claudia Dr to Johnathan Way

Submitted For: Adam Boatright**Submitted By:** Adam Boatright, Infrastructure**Department:** Infrastructure**Agenda Category:** Regular Agenda Items

Information**Agenda Item**

Discuss, consider and take appropriate action regarding the temporary road closure of Hutton Ln from Claudia Dr to Johnathan Way on Thursday, October 31, 2024, from 5 PM to 11 PM, and on approval of a temporary diversion plan for traffic during the closure.

Background

This temporary road closure is for a Block Party. A temporary diversion plan for traffic is attached.

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Temporary Closure and Diversion

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 10/24/2024

Reviewed By

Becky Pruitt

Date

10/24/2024 03:24 PM

Started On: 10/24/2024 11:38 AM



Legend

Administrative Boundaries

Parcels



Jurisdictions and Districts

Municipalities

Incorporated Cities



Williamson County Layers

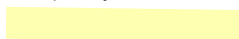
County Boundary



Temporary Road Closure



Temporary Diversion



Notes

0 500 1000
ft

1:2750

This map and data are for general planning purposes only. The basemap conforms to National Map Accuracy Standards in unobstructed areas. Williamson County makes no warranty, representation or guarantee as to the content, sequence, accuracy, timeliness or completeness of any of the database information or spatial locations depicted. Furthermore, all warranties on merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Williamson County be liable to the recipient or any other party for damages of any type, including but not limited to incidental, consequential or exemplary damages arising out of the use or inability to use these materials.

10/24/2024 11:26:15 AM THIS MAP IS NOT TO BE USED FOR NAVIGATION

Commissioners Court - Regular Session

39.

Meeting Date: 10/29/2024

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 the proposed or potential purchase or lease of property owned by third parties

- a) Discuss the acquisition of real property: Bud Stockton Dr.
- b) Discuss the acquisition of real property for CR 143
- c) Discuss the acquisition of real property for County Facilities.
- d) Discuss the acquisition of real property for CR 255.
- e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
- 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 E. Wilco Highway.
- i) Discuss the acquisition of right-of-way for Corridor A-2.
- j) Discuss the acquisition of right-of-way for Corridor B
- k) Discuss the acquisition of right-of-way for Corridor C.
- l) Discuss the acquisition of right-of-way for Corridor D.
- m) Discuss the acquisition of right-of-way for Corridor E.
- n) Discuss the acquisition of right-of-way for Corridor F
- o) Discuss the acquisition of right-of-way for Corridor H
- p) Discuss the acquisition of right of way for Corridor J.
- q) Discuss the acquisition of right of way for Arterial K.
- r) Discuss the acquisition of right of way for Corridor I.
- s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
- t) Discuss the acquisition of right-of-way for CR 313.
- u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
- v) Discuss the acquisition of right of way for CR 314.
- w) Discuss the acquisition of real property for the Seward Junction Loop
- x) Discuss the acquisition of real property for CR 110N
- y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas
- z) Discuss the acquisition of real property for the Long Range Transportation Plan.
- aa) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
- bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

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

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst.
Form Started By: Charlie Crossfield
Final Approval Date: 10/24/2024

Reviewed By

Becky Pruitt

Date

10/24/2024 03:24 PM
Started On: 10/24/2024 03:07 PM

Commissioners Court - Regular Session**40.****Meeting Date:** 10/29/2024

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 Skyfall
- b) Project Garden
- c) Project School Bus
- d) Project Lunch Lady

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/24/2024

Reviewed By

Becky Pruitt

Date

10/24/2024 03:24 PM

Started On: 10/24/2024 03:08 PM

Commissioners Court - Regular Session**42.****Meeting Date:** 10/29/2024

County Manager Duties

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

Information**Agenda Item**

Discuss and deliberate the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

No file(s) attached.

Form Review**Inbox**

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 10/08/2024

Reviewed By

Becky Pruitt

Date

10/08/2024 03:32 PM

Started On: 10/08/2024 03:22 PM