

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
November 5, 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 position changes, stipend, and line item transfers related to the reorganization approved on October 1, 2024 for Pre-Trial Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	\$131,916.38
To	0100.0591.001100	Full time salaries	\$88,658.51
To	0100.0591.001109	Cell Phone Stipend	\$215.08
To	0100.0591.002010	FICA	\$9,371.37
To	0100.0591.002020	Retirement	\$16,077.10

To	0100.0591.002030	Insurance	\$17,421.23
To	0100.0591.002050	Worker's Comp.	\$173.10

- Discuss, consider and take appropriate action on a line item transfer for Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0401-005751	Office Equipment > \$5,000	\$3,500.00
To	0100-0401-005741	Computer Software > \$5,000	\$3,500.00

- Discuss, consider and take appropriate action on approving compensation changes, position title changes, position grade changes, and any corresponding line item transfers.
- Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction, pursuant to Texas Local Government Code 263.152.
- Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer pursuant to Texas Local Government Code 263.152.
- Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.
- Discuss, consider and take appropriate action on holding Commissioners Court on Tuesday, September 2, 2025.
- Discuss, consider and take appropriate action acknowledging and approving an update to the Chapman Firm's 2024 Fee Schedule.
- Discuss, consider and take appropriate action on an Order to Approve Online Education for County Commissioners, pursuant to Section 81.0025(b) of the Local Government Code, as amended by the 87th Legislature.
- Discuss, consider and take appropriate action on approving the Occupation and Use Agreement for staff caretaker at Southwest Williamson County Regional Park.
- Discuss, consider and take appropriate action on approving purchase #202533 for Williamson County and Infax, Inc. in the amount of \$73,522.00, and authorizing execution of the purchase and exempting this from competitive bidding requirements under Texas Local Government Code 262.024. (7)(D) captive replacement parts or components for equipment.

14. Discuss, consider and take appropriate action on approving annual purchase #202560 between Williamson County and Mobile Wireless LLC, in the amount of \$82,180.75 for NetMotion Support for Public Safety VPN, per the terms of DIR Contract #DIR-CPO-4723.
15. Discuss, consider, and take appropriate action on authorizing construction contract #202558 between Falkenberg Construction Co., Inc and Williamson County for Jester Annex JP-1 Cubicle Project, in the amount of Seven Thousand Seven Hundred Sixty-Four and 13/100 Dollars (\$7,764.13), pursuant to BuyBoard Contract Number 728-24 and execution of the agreement.
16. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Cleary Zimmermann Engineers, LLC, for Justice Center South Attic IT Fire Suppression Design, in the amount of Thirty Thousand Dollars (\$30,000.00) and authorize execution of the agreement.
17. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for MEP, Fire Systems and Commissioning Pool, under RFSQ #25RFSQ7.
18. Discuss and take appropriate action on ratifying a Department of Energy grant application through the Energy Efficiency and Conservation Block Grant Program.
19. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between LRE Water, LLC and Williamson County dated December 20, 2023 for Groundwater Services Relating to the Trinity Aquifer Within Williamson County East of I-35. Funding source: 445P.
20. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 3 under Williamson County Contract between LRE Water, LLC and Williamson County dated December 20, 2023 for Groundwater Services Relating to the Trinity Aquifer Within Williamson County East of I-35. Funding source: 445P.
21. Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Williamson County MUD No. 52.

REGULAR AGENDA

22. Discuss, consider and take appropriate action on casting votes for the Williamson Central Appraisal District Board of Directors.
23. Discuss and deliberate matters relating to the non-profit status of EPCOR/130 Regional Water Supply Corporation.

- 24.** Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in relation to the matter of 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; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).
- 25.** Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in relation to the matter of Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al.; In the 425th Judicial District Court of Williamson County, Texas; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).
- 26.** Discuss, consider, and take appropriate action on the approval of claims settlement related to 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.
- 27.** Discuss, consider and take appropriate action approving Amendment No. 3 for Benefitfocus.com. LLC Web Based Enrollment System, terminating part of the services under the current contract, due to those services being no longer required, effective September 30, 2024, and authorizing the execution of the amendment.
- 28.** Discuss, consider, and take appropriate action on approving annual purchase #202557 from Tyler Technologies for Orion Software Maintenance and Support in the amount of \$111,140.00 and exempting Tyler Technologies, Inc. from the competitive bidding requirements per Texas Local Government Code, Section 262.024 (a)(7)(D) captive replacement parts or components for equipment.
- 29.** Discuss, consider, and take appropriate action on awarding RFP #24RFP71 Ice Shields for Risk Mitigation for Towers to Alpha Omega Wireless, Inc. in the amount of \$134,906.82 and authorizing the execution of the agreement.
- 30.** Discuss, consider, and take appropriate action on approving bulk order purchase #202559 for Toughbooks and accessories for Williamson County Departments from GTS Technology Solutions for a total of \$477,439.58 pursuant to DIR Contract #DIR-TSO-4025.
- 31.** Discuss, consider, and take appropriate action on Consent to Contract Assignment for ADT Commercial, LLC (the Assignor) to Everon, LLC (the Assignee), relating to Services Contract #202321 between Williamson County and ADT Commercial LLC to provide Security Alarm Monitoring Services to multiple buildings, awarded on October 11, 2022. (CC Agenda Item #17) Services Contract between Williamson County and ADT Commercial LLC to provide Monthly Monitoring Service to Williamson County Parks Buildings, awarded on June 2, 2020. (CC Agenda Item #18), and authorizing the execution of the Consent to Assignment.

32. Receive and acknowledge approval of Change Order No. 04 from Aggieland Construction for the Expo Water Storage Tank Project in the amount of \$2,780.00, which was approved by Williamson County Facilities Senior Project Manager, Angel Gomez pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.
33. Discuss, consider, and take appropriate action on approving the purchase of a New John Deere Motor Grader 672G, replacing UMG 1005 heavy equipment from RDO Equipment for the total amount of \$414,185.33 pursuant to Co-Op Sourcewell contract 011723-JDC.
34. Discuss, consider and take appropriate action on Contract Amendment No 6 under Williamson County Contract for Engineering Services between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities. Funding source: 01.0200.0210.004100.
35. Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 6 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for CR 201 from Umbrella Sky to CR 200. Funding source: P499.
36. Discuss, consider, and take appropriate action regarding Change Order No. 10 in the amount of (\$1,842.48) for Project 22IFB57 CR 401 (James Construction Group) P: 390 Funding Source: Road Bond.
37. Discuss, consider and take appropriate action on an Advanced Funding Agreement with TxDOT regarding the reconstruction of the IH-35 main lane bridge at SE Inner Loop. Bonds P688
38. Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Taylor, Texas in the design and construction costs related to the Corridor A2 project. Funding Source: Bonds P680
39. Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (5.080 acres) required for the construction of CR 110 North. (R040062, L.P. a Texas limited partnership/ Parcel 1) Funding Source: Road Bonds P362

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)."

40. Comments from Commissioners.

- 41.** 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 1st day of November 2024 at 1:00 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: 11/05/2024

Pre Trial Re Org

Submitted For: Rebecca Clemons

Submitted By: Rebecca Clemons, Commissioners Court

Department: Commissioners Court

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on position changes, stipend, and line item transfers related to the reorganization approved on October 1, 2024 for Pre-Trial Services.

Background

The attached spreadsheet includes the new position, position conversion from part-time to full-time, and four reclassifications approved. It also includes a cell phone stipend for the manager position equal to the others within the department. The corresponding line item transfers are attached and have been reviewed by budget. The amounts listed are prorated for the remainder of FY25. Funds were approved and set aside during the FY25 budget process in Non-Departmental. All changes would be effective November 8, 2024.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100.0409.004998	Contingencies	\$131,916.38
To	0100.0591.001100	Full time salaries	\$88,658.51
To	0100.0591.001109	Cell Phone Stipend	\$215.08
To	0100.0591.002010	FICA	\$9,371.37
To	0100.0591.002020	Retirement	\$16,077.10
To	0100.0591.002030	Insurance	\$17,421.23
To	0100.0591.002050	Worker's Comp.	\$173.10

Attachments

draft.PT

Form Review

Inbox
County Judge Exec Asst.

Reviewed By
Becky Pruitt

Date
10/30/2024 08:36 AM

Form Started By: Rebecca Clemons
Final Approval Date: 10/30/2024

Started On: 10/29/2024 02:25 PM

Pre Trial Re Org Details

Addition	Current Dept	Grade	Salary	Benefits	Retirement	Fringe	Total	.150000 WC
Reclassify PCN.9921 from PT to FT	0591 PreTrial	B.21	\$12,774.63	\$9,720.00	\$7,000.81	\$977.26	\$30,472.70	\$45.71
Add a Pre Trial Manager		B.30	\$68,157.61	\$9,720.00	\$10,939.30	\$5,214.06	\$94,030.96	\$141.05
Add cell phone stipend @ \$20 pm							\$240.00	
							\$124,743.66	\$186.76

Reclassification	Current Dept	Current Grade	Current Salary	New Grade	New Salary	Difference	Fringe	Total	WC
PCN.1952 to Sr. PTO - Screening	0591 PreTrial	B.24	\$61,848.28	B.26	\$66,848.28	\$5,000.00	\$1,185.00	\$6,185.00	\$1.78
PCN.0182 to Sr. PTO - Supervision	592 PreTrial	B.24	\$52,491.21	B.26	\$57,491.21	\$5,000.00	\$1,185.00	\$6,185.00	\$1.78
PCN.0189 to Sr. PSS	0591 PreTrial	B.21	\$51,436.12	B.23	\$55,436.12	\$4,000.00	\$948.00	\$4,948.00	\$1.42
PCN.2056 to Sr. CSS	0591 PreTrial	B.21	\$46,275.84	B.23	\$50,275.84	\$4,000.00	\$948.00	\$4,948.00	\$1.42
								\$22,266.00	\$6.40

Org. estimate	Full Budget	ProRated Budget
\$149,046.29	\$147,202.83	\$131,916.38

Commissioners Court - Regular Session

4.

Meeting Date: 11/05/2024

Line Item Transfer

Submitted For: Bill Gravell

Submitted By: Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

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

Background

This request is to correct a previously requested transfer that was mistakenly moved to the wrong object code due to a typographical error.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0401-005751	Office Equipment > \$5,000	\$3,500.00
To	0100-0401-005741	Computer Software > \$5,000	\$3,500.00

Attachments

No file(s) attached.

Form Review

Inbox

County Judge Exec Asst. (Originator)
Form Started By: Andrea Schiele
Final Approval Date: 10/31/2024

Reviewed By

Becky Pruitt

Date

10/31/2024 08:08 AM
Started On: 10/30/2024 01:51 PM

Commissioners Court - Regular Session

5.

Meeting Date: 11/05/2024

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.

Missing Custom Expenditures Program, please contact Destiny Software

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: 10/31/2024

Reviewed By

Allen Frederick

Becky Pruitt

Date

10/31/2024 07:53 AM

10/31/2024 08:04 AM

Started On: 10/31/2024 07:35 AM

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
Animal Services	Animal Care Specialist.1889.001100.	17056	\$37,620.32	\$1,128.61	3.00	\$38,748.92	-	MERIT	8-Nov-24
Animal Services	Administrative Specialist.1836.001100.	17122	\$39,535.60	\$1,186.08	3.00	\$40,721.68	-	MERIT	8-Nov-24
County Attorney	Attorney II.2106.001100.	17115	\$85,357.48	\$2,560.74	3.00	\$87,918.22	-	MERIT	25-Oct-24
County Clerk Archives	Division Coordinator.0664.001100.	16950	\$49,753.60	\$1,492.61	3.00	\$51,246.21	-	MERIT	8-Nov-24
County Treasurer	Treasurer Specialist.0724.001100.	17141	\$44,990.40	\$1,349.71	3.00	\$46,340.11	-	MERIT	8-Nov-24
District Clerk	Court Specialist.0740.001100.	17128	\$45,465.95	\$1,363.98	3.00	\$46,829.93	-	MERIT	8-Nov-24
Justice of the Peace 2	Court Clerk II.0986.001100.	17146	\$45,465.95	\$1,363.98	3.00	\$46,829.93	-	MERIT	8-Nov-24
Justice of the Peace 3	Senior Court Clerk.1006.001100.	16448	\$47,379.99	\$1,895.19	4.00	\$49,275.18	-	MERIT	25-Oct-24
Justice of the Peace 3	Court Clerk I.0091.001100.	17136	\$38,563.20	\$1,349.71	3.50	\$39,912.91	-	MERIT	8-Nov-24
Justice of the Peace 3	Court Clerk I.1001.001100.	17125	\$38,521.60	\$1,444.56	3.75	\$39,966.16	-	MERIT	25-Oct-24
Justice of the Peace 4	Court Clerk II.1717.001100.	16775	\$46,297.26	\$1,388.92	3.00	\$47,686.18	-	MERIT	8-Nov-24
Juvenile Services	Juv Supervision Offcr II.1084.001100.	15827	\$50,666.05	\$2,533.29	5.00	\$53,199.35	-	MERIT	8-Nov-24
Juvenile Services	Juv Supervision Offcr II.1094.001100.	16665	\$50,593.92	\$2,529.70	5.00	\$53,123.62	-	MERIT	8-Nov-24
Juvenile Services	Asst Director of Juv Svc.1060.001100.	05328	\$159,425.24	\$11,159.72	7.00	\$170,584.96	-	MERIT	8-Nov-24
Tax Assessor/Collector	Tax Specialist II.1911.001100.	17140	\$39,535.62	\$264.89	0.67	\$39,800.51	-	MERIT	8-Nov-24
Tax Assessor/Collector	Tax Specialist II.1440.001100.	17126	\$39,535.62	\$237.22	0.60	\$39,772.84	-	MERIT	8-Nov-24

Commissioners Court - Regular Session

6.

Meeting Date: 11/05/2024

VSC Asset for Auction

Submitted For: Joy Simonton

Submitted By: Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Auction, pursuant to Texas Local Government Code 263.152.

Background

Please see the attached for details for October 2024.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

VSC for Auction - October

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Koren Shannon

Final Approval Date: 10/31/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/31/2024 10:52 AM

10/31/2024 12:25 PM

Started On: 10/25/2024 10:04 AM

Vehicle Status Change Assets for Commissioners Court

Department	Created	County VIN/Serial Number	Equipment Unit Number	Reason for Status Change	Enter Agenda Date:	Make	Model	License Plate	Year
560 - Sheriffs Office	5/15/2024 3:49 PM	1GNLCDEC2LR250510	SB2017	ACCIDENT	11/5/2024	CHEVROLET	TAHOE	1426343	2020
560 - Sheriffs Office	9/3/2024 8:59 AM	1GNLCDEC4LR252307	SB2035	ACCIDENT	11/5/2024	CHEVROLET	TAHOE	1426433	2020
510 - Parks	9/24/2024 4:22 PM	4XAB3FMA7F7011042	PE1505	REACHED OPERATIONAL LIFE EXPECTANCY	11/5/2024	Bobcat	3400XL	NA	2015
542 - Hazmat	10/1/2024 2:33 PM	1FT8W3B68KEC34526	ZB1909	TRANSFER (complete Receiving Department section)	11/5/2024	Ford	F350	1370524	2019
542 - Hazmat	10/1/2024 2:35 PM	1FT8W3B6XKEC34527	ZB1910	TRANSFER (complete Receiving Department section)	11/5/2024	Ford	F350	1370525	2019
560 - Sheriffs Office	10/4/2024 8:31 AM	1WC200F13R2024008	SF9429	REACHED OPERATIONAL LIFE EXPECTANCY	11/5/2024	WELLS CARGO	TW141M	9064174	1994

Commissioners Court - Regular Session

7.

Meeting Date: 11/05/2024

VSC Asset for Transfer

Submitted For: Joy Simonton

Submitted By: Koren Shannon, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through Transfer pursuant to Texas Local Government Code 263.152.

Background

Please see the attachment for details.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

VSC for Transfer Oct Report

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Koren Shannon
 Final Approval Date: 10/31/2024

Reviewed By

Joy Simonton
 Becky Pruitt

Date

10/30/2024 03:34 PM
 10/31/2024 08:04 AM
 Started On: 10/25/2024 02:35 PM

Vehicle Status Change

Vehicle Information	
County VIN/Serial Number	1FT8W3B68KEC34526
Make	Ford
Model	F350
Year	2019
License Plate	1370524
Equipment Unit Number	ZB1909
Does vehicle have a toll TAG?	No
Toll TAG Destroyed	No
Status Change Details	
Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	542 - Hazmat
Department Authorized Signer	Adrienne Seal
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Adrienne Seal 10/1/2024 2:33 PM 1.0
Receiving Department	210 - Unified Road Systems
Receiving Department Authorized Signer	Kelly Murphy
Receiving Department Signature	✔ Kelly Murphy 10/1/2024 2:39 PM
Approvals	
Budget Office Signature Acknowledgement	✔ Ashlie Holladay 10/1/2024 2:41 PM
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 10/1/2024 3:04 PM
Authorizing Risk Employee Signature	✔ Kristin McGrath 10/3/2024 2:46 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 10/10/2024 12:13 PM
Purchasing Department Signature	✔ Koren Shannon 10/25/2024 2:23 PM
Enter Agenda Date:	11/5/2024

Vehicle Status Change

Vehicle Information	
County VIN/Serial Number	1FT8W3B6XKEC34527
Make	Ford
Model	F350
Year	2019
License Plate	1370525
Equipment Unit Number	ZB1910
Does vehicle have a toll TAG?	No
Toll TAG Destroyed	No
Status Change Details	
Reason for Status Change	TRANSFER (complete Receiving Department section)
Department	542 - Hazmat
Department Authorized Signer	Adrienne Seal
Elected Official/Dept Head/ Authorized Staff Digital Signature	✔ Adrienne Seal 10/1/2024 2:35 PM 1.0
Receiving Department	210 - Unified Road Systems
Receiving Department Authorized Signer	Kelly Murphy
Receiving Department Signature	✔ Kelly Murphy 10/1/2024 2:39 PM
Approvals	
Budget Office Signature Acknowledgement	✔ Ashlie Holladay 10/1/2024 2:42 PM
Authorized Fleet Staff Digital Signature	✔ Kevin Teller 10/1/2024 3:04 PM
Authorizing Risk Employee Signature	✔ Kristin McGrath 10/3/2024 2:46 PM
Auditor's Authorized Employee Signature	✔ Nancy Schiller 10/10/2024 8:36 AM
Purchasing Department Signature	✔ Koren Shannon 10/25/2024 2:24 PM
Enter Agenda Date:	11/5/2024

Commissioners Court - Regular Session

8.

Meeting Date: 11/05/2024

Waiver of Penalty and Interest

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve waiving Penalty and Interest to customers as requested by the Tax Assessor/Collector's Office.

Background

Waivers of penalty and interest may or shall be granted by the governing body of the taxing unit according to the provisions provided by Section 33.011 of the Texas Property Tax Code.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Waiver of P & I

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Mary Greenway

Final Approval Date: 10/30/2024

Reviewed By

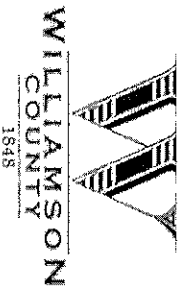
Becky Pruitt

Date

10/30/2024 08:35 AM

Started On: 10/29/2024 10:39 AM

Williamson County Tax Office
 Tax Assessor/Collector
 Larry Gaddes PCAC, CTA



Waiver Requests for 2023 Penalty & Interest

October 25, 2024

Waivers of penalty and interest may or shall be granted by the governing body of the taxing unit according to the provisions provided by Section 33.011 of the Texas Property Tax Code. The requests included within have been reviewed by the Williamson County Tax Assessor/Collector's Waiver Review Committee. The Review Committee has determined the request meet the requirements of Section 33.011 and are being presented to Williamson County Commissioners Court for approval.

Property ID#	Name	P&I Amount	Relevant Code	Reason
P507999	Midland State Bank	\$458.39	33.011(a)(1)	WCAD Clerical Error
P508000	Midland State Bank	\$857.24	33.011(a)(1)	WCAD Clerical Error
P508001	Midland State Bank	\$63.50	33.011(a)(1)	WCAD Clerical Error
P508003	Midland State Bank	\$141.99	33.011(a)(1)	WCAD Clerical Error
P508004	Midland State Bank	\$34.29	33.011(a)(1)	WCAD Clerical Error
P508005	Midland State Bank	\$1,834.00	33.011(a)(1)	WCAD Clerical Error
R080194	Sally Melton	\$201.32 (P&I) + \$252.16 (Atty Fees)	33.011(a)(1)	WCAD Clerical Error
R022101	Patrick & Linda Cannon	\$25.04	33.011(h)	USPS Error

Property ID#	Name	P&I Amount	Relevant Code	Reason
R642145	Oscar & Rosa Zapata	\$660.52(P&I)+\$792.64 (Atty Fees)	33.011(a)(1)	WCAD Clerical Error
R460018	Jamilah Foster	\$1241.95 (P&I)+\$1555.71 (Atty Fees)	33.011(a)(1)	WCAD Clerical Error
R530610	Donna Yargeau	\$1290.53(P&I)+\$1548.63 (Atty Fees)	33.011(a)(1)	WCAD Clerical Error

Approved by/Date

Approved by/Date

Commissioners Court - Regular Session

9.

Meeting Date: 11/05/2024

Commissioners Court

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on holding Commissioners Court on Tuesday, September 2, 2025.

Background

On July 16, 2024, agenda item 30, the Commissioners Court took action to cancel Commissioners Court for Tuesday, September 2, 2025. It has been requested to add this date back to the calendar.

Missing Custom Expenditures Program, please contact Destiny Software

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: 10/31/2024

Reviewed By

Becky Pruitt

Date

10/31/2024 08:08 AM

Started On: 10/30/2024 01:27 PM

Commissioners Court - Regular Session

10.

Meeting Date: 11/05/2024

Chapman Firm rate update

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action acknowledging and approving an update to the Chapman Firm's 2024 Fee Schedule.

Background

The Chapman Firm recently hired additional counsel and this update is necessary to add the additional counsel's fee rate.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Chapman Firm 2024 Updated Fees

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Hal Hawes

Final Approval Date: 10/28/2024

Reviewed By

Becky Pruitt

Date

10/28/2024 03:59 PM

Started On: 10/28/2024 01:49 PM

THE CHAPMAN FIRM, PLLC

**2024 FEE SCHEDULE
Reduced Billing Rates**

PARTNERS

Jeffrey S. Chapman	\$450.00
Erik G. Moskowitz	\$420.00
Jerry Negrete	\$385.00
Tiffany N. Leal	\$385.00

SENIOR COUNSEL

Sarah E. Scott	\$360.00
Kavita Gupta	\$355.00
Kerrie M. Taylor	\$350.00

OTHER

Senior Paralegal	\$190.00
Paralegal	\$150.00

Commissioners Court - Regular Session

11.

Meeting Date: 11/05/2024

Online Continuing Education Order

Submitted For: Cynthia Long

Submitted By: Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an Order to Approve Online Education for County Commissioners, pursuant to Section 81.0025(b) of the Local Government Code, as amended by the 87th Legislature.

Background

The 87th Legislature authorized the use of online instruction for required continuing education for members of a Commissioners Court. The use of online continuing education requires Approval by the Commissioners Court of the county. The order is good for a 12-month period and can be used by members of the governing body after their first 12-month period in their first term.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Online Continuing Education Order

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Pierce Kathy

Final Approval Date: 10/28/2024

Reviewed By

Becky Pruitt

Date

10/28/2024 03:57 PM

Started On: 10/28/2024 03:39 PM

ORDER TO APPROVE ONLINE EDUCATION FOR COUNTY COMMISSIONERS

Whereas, Section 81.0025(b), Local Government Code, as amended by the 87th Legislature, authorizes online instruction for commissioners continuing education with the approval of the Commissioners Court, except for a county commissioner in the first 12-month period of the commissioner's first term;

Whereas, the Commissioners Court of Williamson County, Texas wishes to authorize online instruction of commissioners continuing education as permitted by the statute, effective for January 1, 2024 to December 31, 2024;

IT IS HEREBY ORDERED that the Commissioners Court of Williamson County, Texas approves and authorizes online instruction for the continuing education of county commissioners, except for a county commissioner in the first 12-month period of the commissioner's first term; and

IT IS FURTHER ORDERED that a copy of this Order shall be submitted to the Commissioners Education Committee of the County Judges and Commissioners Association of Texas

Read and adopted by a vote of _____ ayes and _____ nays on this ____ day of _____, 2024.

Signed:

COUNTY JUDGE

Attest:

COUNTY CLERK

Commissioners Court - Regular Session

12.

Meeting Date: 11/05/2024

Occupation and Use Agreement - SW Regional Park

Submitted For: Russell Fishbeck

Submitted By: Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Occupation and Use Agreement for staff caretaker at Southwest Williamson County Regional Park.

Background

The attached agreement details the terms and conditions for staff member occupancy of the caretaker residence at Southwest Williamson County Regional Park. The agreement is styled similar to other Occupation and Use Agreements at Williamson County Park locations. Legal has review this agreement.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Occupation & Use Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Russell Fishbeck

Final Approval Date: 10/30/2024

Reviewed By

Becky Pruitt

Date

10/30/2024 08:36 AM

Started On: 10/29/2024 04:26 PM

STATE OF TEXAS §

COUNTY OF WILLIAMSON §

OCCUPATION AND USE AGREEMENT

This Occupation and Use Agreement ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas ("County") and Jason Brown ("Park Attendant").

County hereby agrees to allow Park Attendant to occupy and use that certain property and improvements, hereinafter called the "Premises", known as the house located at Southwest Williamson County Regional Park, 400 Borho, Leander, Williamson County, Texas, and Park Attendant hereby agrees to occupy and use said Premises subject to the following terms and conditions:

1. TERM OF AGREEMENT. The initial term of this Agreement shall be one year commencing on the 15th day of November, 2024 and thereafter shall automatically be renewed on a month-to-month basis, subject to termination of this Agreement as provided herein (the "Agreement Term").

2. RENT AND TAXES. Park Attendant shall not be required to pay rent for his/her occupation and use of the Premises and County agrees to pay all real estate taxes assessed, if any, against the Premises. Park Attendant shall be required to pay any income taxes, if any, that Park Attendant may be required to report and pay to the IRS due to his/her use and occupation of the Premises.

3. UTILITIES. Park Attendant shall pay or cause to be paid all charges for any water, electricity, telephone and any other utilities used on the Premises throughout the term of this Agreement or any extension thereof, including any deposits and costs of installation and/or connection fees.

4. EMPLOYMENT AT WILL. Nothing herein shall be construed to change Park Attendant's employment-at-will status with Williamson County.

5. USE. Except for using a portion of the Premises for purposes of a park attendant's office, Park Attendant and Park Attendant's immediate family members shall use the Premises for uses consistent with single family occupancy, and for no other purposes or use of any kind, unless first authorized in writing by the Williamson County Commissioners Court. Park Attendant's use of the Premises shall not interfere with park patrons' use and enjoyment of the park in and around the Premises. Furthermore, Park Attendant and all other persons on the premises must refrain from conducting themselves in any way that would unduly disturb park patrons or constitute a breach of the peace. Park Attendant may not permit any part of the Premises to be used for: (a) any activity which is a nuisance, offensive, noisy, or dangerous; (b) the repair of any vehicle; (c) any business of any type; (d) any illegal or unlawful activity; or (e) any other activity which will obstruct, interfere with, or infringe on the rights of other persons on or near the Premises.

6. SECURITY DEPOSIT. Park Attendant shall not be required to provide an initial Security Deposit at the beginning of this Agreement. However, in the event that Park Attendant shall at any time cause damage to the Premises, excluding ordinary wear and tear, that requires County's repair thereof, Park Attendant shall pay for all such repairs and immediately deposit with County, a Security Deposit in the amount of \$1,000.00, as security for the faithful performance of the terms and conditions of this Agreement. In the event that County shall at any time apply any of the Security Deposit to cover any lawful deductions, then, upon the request of County to Park Attendant specifying the amount so applied, Park Attendant shall immediately deposit with County, as an additional Security Deposit, the amount so applied, so that the security deposit held by County shall at all times during the Agreement Term be equal to the aforementioned amount specified in this section. The Security Deposit shall be returned to Park Attendant, without interest and less any lawful deductions of same, upon the Park Attendant's full performance of this Agreement and on Park Attendant's surrender of the Premises.

7. INSURANCE. County shall pay for fire and extended coverage insurance on the building and other permanent improvements on the Premises and the proceeds thereof, if any, shall be payable solely to County. Park Attendant shall obtain, at its sole cost, and keep in effect a policy of renters insurance which provides coverage for damages resulting from personal injuries and/or property loss, which shall be primary as to any other existing, valid and collectible insurance that may be carried by County.

8. CONDITION OF PREMISES. PARK ATTENDANT HEREBY AGREES AND STIPULATES THAT THE PREMISES HAVE BEEN EXAMINED BY PARK ATTENDANT, INCLUDING THE GROUNDS AND ALL BUILDINGS AND IMPROVEMENTS, AND THAT AT THE TIME OF THIS AGREEMENT THEY ARE IN GOOD ORDER AND REPAIR AND IN A SAFE, CLEAN, AND TENANTABLE CONDITION. PARK ATTENDANT ACKNOWLEDGES AND AGREES THAT, OTHER THAN AS MAY BE SPECIFICALLY SET FORTH HEREIN, COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PREMISES, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE SUITABILITY OF THE PREMISES FOR ITS INTENDED USE, (C) THE COMPLIANCE OF OR BY THE PREMISES OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, INCLUDING, WITHOUT LIMITATION, THE AMERICANS WITH DISABILITIES ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, AND THE TEXAS ARCHITECTURAL BARRIERS ACT AND ANY RULES AND REGULATIONS PROMULGATED THEREUNDER OR IN CONNECTION THEREWITH, (D) THE HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PREMISES, OR (E) ANY OTHER MATTER WITH RESPECT TO THE PREMISES, AND SPECIFICALLY THAT COUNTY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE US. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PREMISES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND APPLICABLE STATE LAWS, AND REGULATIONS PROMULGATED THEREUNDER. PARK ATTENDANT FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PREMISES, PARK ATTENDANT IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. PARK ATTENDANT FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE

PROVIDED WITH RESPECT TO THE PREMISES WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT COUNTY HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION. PARK ATTENDANT FURTHER ACKNOWLEDGES AND AGREES THAT THE OCCUPATION AND USE OF THE PREMISES AS PROVIDED FOR HEREIN IS MADE ON AN "AS IS, WHERE IS" CONDITION AND BASIS "WITH ALL FAULTS". PARK ATTENDANT ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN ALLOWING THE PARK ATTENDANT TO OCCUPY THE PREMISES. THE TERMS OF THIS PARAGRAPH WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. PARK ATTENDANT ACKNOWLEDGES THAT NO AGREEMENTS HAVE BEEN MADE REGARDING FUTURE REPAIRS UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT.

9. MAINTENANCE AND REPAIRS. Park Attendant shall maintain in good repair or supervise maintenance of the exterior and interior of the Premises, including foundation, the exterior walls, doors, door closure devices, HVAC system, window and door frames, molding, locks and hardware, and the roof of the Premises and all portions of the Premises extending beyond the exterior walls of the building in good repair. The County shall pay the costs of materials necessary for repair and maintenance of the Premises, except as otherwise provided herein, provided that funds have been appropriated for such costs. Park Attendant shall, however, obtain prior consent from County before Park Attendant expends any amounts for the repair and/or maintenance of the exterior and interior of the Premises. Notwithstanding of any provision to the contrary, Park Attendant shall, at its sole cost and expense, repair and/or replace any portion of the interior or exterior of the Premises that are damaged due to the acts or omissions of Park Attendant or Park Attendant's family, agents, guests, invitees or visitors. At the termination of this Agreement, Park Attendant shall deliver the Premises in good order and condition, reasonable wear and tear excepted. Park Attendant and Park Attendant's family, agents, guests, invitees or visitors may not smoke any type of tobacco or non-tobacco product inside any of the improvements and/or buildings on the Premises.

10. ALTERATIONS. All alterations, additions and improvements shall become the property of County and shall remain upon and be surrendered with the Premises as a part thereof on the termination of this Agreement. Such alterations, additions and improvements may only be made with the prior written consent of County. No cooling tower, equipment, antenna, sign or structure of any kind shall be placed on the roof or elsewhere on the Premises by Park Attendant without prior written permission of County. If such permission is granted, such work or installation shall be done at Park Attendant's expense and in such a manner that the roof shall not be damaged thereby. If it becomes necessary to remove such cooling tower, equipment or structure temporarily, so that repairs to the roof can be made, Park Attendant shall promptly repair at its expense any damages resulting from such removal. At the termination of this Agreement, Park Attendant shall deliver the Premises in good order and condition, natural deterioration only excepted. Any damage caused by the installation or removal of fixtures shall be repaired at Park Attendant's expense prior to the expiration of the Agreement Term. All alterations, improvements, additions, and repairs made by Park Attendant shall be made in good and workmanlike manner.

11. COMPLIANCE WITH LAWS AND REGULATIONS. Park Attendant shall, at its own expense, comply with all laws, orders, and requirements of all governmental entities with reference to the use and occupancy of the Premises. Park Attendant and Park Attendant's family, agents, guests, invitees or visitors shall fully comply with any rules and regulations governing the use of the building or other improvements to the Premises as required by County. County may make

reasonable changes in such rules and regulations from time to time as deemed advisable for the safety, care and cleanliness of the Premises, provided same are in writing and are not in conflict with this Agreement.

12. ASSIGNMENT AND SUBLETTING. Park Attendant shall not assign this Agreement, nor sublet the Premises or any interest therein without the prior written consent of County. An assignment or subletting without the prior written consent of County shall be void and shall, at the option of County terminate this Agreement.

13. DESTRUCTION. In the event the Premises is partially damaged or destroyed or rendered partially unfit for occupancy by fire or other casualty, Park Attendant shall give immediate notice to County. County may repair the damage and restore the Premises to substantially the same condition as immediately prior to the occurrence of the casualty. Such repairs shall be made at County's expense unless due to Park Attendant's acts or omissions. If the Premises are totally destroyed or deemed by the County to be rendered unfit for occupancy by fire or other casualty, or if County shall decide not to repair or rebuild, this Agreement shall terminate.

14. SURRENDER OF PREMISES; ABANDONMENT OF PROPERTY. On or before the termination of this Agreement, Park Attendant shall surrender ("Surrender" shall mean vacating the premises and returning all keys and access devices to the County) the Premises clean and free of all trash, debris and any personal property or belongings and in as good condition as they were at the commencement of this Agreement, reasonable use and wear and damages by the elements excepted. If Park Attendant leaves any personal property or belongings in, on or about the Premises after Park Attendant Surrenders possession of the Premises, all such personal property and/or belongings of Park Attendant will be forfeited to and become the property of the County. In the event that Park Attendant forfeits such personal property or belongings pursuant to the terms of this Agreement, Park Attendant hereby acknowledges and agrees that County may dispose of such personal property or belongings of Park Attendant, without liability to County, in any manner in which County, in County's sole discretion, deems fit or reasonable.

15. SUBORDINATION. County is hereby irrevocably vested with full power and authority to subordinate this Agreement to any loan, bond or encumbrance and Park Attendant agrees on demand to execute such instruments subordinating this Agreement as County may request.

16. LIABILITY. UNLESS CAUSED BY COUNTY'S GROSS NEGLIGENCE, PARK ATTENDANT ACKNOWLEDGES AND AGREES THAT COUNTY IS NOT LIABLE OR RESPONSIBLE TO PARK ATTENDANT, PARK ATTENDANT'S FAMILY, GUESTS, OCCUPANTS, AND/OR INVITEES FOR ANY DAMAGES, INJURIES, OR LOSSES TO PERSON OR PROPERTY CAUSED BY FIRE, FLOOD, WATER LEAKS, ICE, SNOW, HAIL, WINDS, EXPLOSIONS, SMOKE, INTERRUPTION OF UTILITIES, THEFT, BURGLARY, ROBBERY, ASSAULT, VANDALISM, OTHER PERSONS, THE CONDITION OF THE PREMISES, ENVIRONMENTAL CONTAMINANTS, INCLUDING BUT NOT LIMITED TO CARBON MONOXIDE, ASBESTOS, RADON GAS AND LEAD BASED PAINT, OR OTHER OCCURRENCES OR CASUALTY LOSSES. PARK ATTENDANT HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES AND THE PREMISES FROM ALL COSTS, LOSSES, DAMAGES, LIABILITIES, EXPENSES, PENALTIES, AND FINES WHATSOEVER THAT MAY ARISE FROM OR BE CLAIMED AGAINST COUNTY OR THE PREMISES BY ANY PERSON OR PERSONS FOR ANY INJURY TO PERSON OR PROPERTY OR DAMAGE OF WHATEVER KIND OR CHARACTER ARISING FROM THE USE OR OCCUPANCY OF THE PREMISES BY PARK ATTENDANT; FROM ANY NEGLIGENCE OR FAULT OF PARK ATTENDANT OR THE FAMILY, AGENTS,

GUESTS OR INVITEES OF PARK ATTENDANT IN USING AND OCCUPYING THE PREMISES; OR FROM ANY FAILURE BY PARK ATTENDANT OR PARK ATTENDANT'S FAMILY, AGENTS, GUESTS OR INVITEES TO COMPLY AND CONFORM WITH ALL LAWS, STATUTES, ORDINANCES, AND REGULATIONS OF ANY GOVERNMENTAL BODY OR SUBDIVISION NOW OR HEREAFTER IN FORCE. IF ANY LAWSUIT OR PROCEEDING SHALL BE BROUGHT AGAINST COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES OR THE PREMISES ON ACCOUNT OF ANY ALLEGED VIOLATIONS OR FAILURE TO COMPLY AND CONFORM OR ON ACCOUNT OF ANY DAMAGE, OMISSION, NEGLIGENCE, OR USE OF THE PREMISES BY PARK ATTENDANT OR PARK ATTENDANT'S FAMILY, AGENTS, GUESTS OR INVITEES, OR ANY OTHER PERSON ON THE PREMISES, PARK ATTENDANT AGREES THAT PARK ATTENDANT WILL DEFEND IT, PAY WHATEVER JUDGMENTS MAY BE RECOVERED AGAINST COUNTY, ITS OFFICIALS, AGENTS, EMPLOYEES, OFFICERS, AND REPRESENTATIVES OR AGAINST THE PREMISES ON ACCOUNT OF IT, AND PAY FOR ALL ATTORNEYS' FEES IN CONNECTION WITH IT, INCLUDING ATTORNEYS' FEES ON APPEAL.

17. **SIGNS.** Park Attendant shall not post or paint any signs at, on, or about the Premises or paint the exterior walls of the Premises except with the prior written consent of the County. County shall have the right to remove any sign or signs in order to maintain the Premises or to make any repairs or alterations thereto.

18. **SMOKE DETECTOR.** County will install at least one smoke detector in the Premises in accordance with Sections 92.255 and 92.257 of the Texas Property Code. **TO THE EXTENT ALLOWED BY LAW, PARK ATTENDANT WAIVES THE RIGHTS AND REMEDIES SET FORTH IN SECTION 92.258 OF THE TEXAS PROPERTY CODE REGARDING COUNTY'S STATUTORY DUTY TO INSPECT AND REPAIR THE SMOKE DETECTOR(S) INSTALLED IN THE PREMISES.** Park Attendant agrees to inspect the smoke detector(s) installed in the Premises at the beginning of Park Attendant's possession and at regular intervals of one (1) month thereafter to determine that such smoke detector(s) is in good working order. Park Attendant agrees to bear the cost of repairing or replacing the smoke detector(s). Requests for inspection or repair of the smoke detector or installation of any security device must be in writing.

19. **NOTICES.** Notices to Park Attendant shall be by certified mail or other delivery to the Premises at the below address, or such other address as given by Park Attendant to County in writing. Notices to County shall be by certified mail to the following address, with a copy of same to the Williamson County Attorney.

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

With a copy to: Williamson County Parks Director
219 Perry Mayfield
Leander, TX 78641

PARK ATTENDANT: Andy Bowerman
Southwest Williamson County Regional Park
400 Borho
Leander, TX 78641

20. REPORTS OF ACCIDENTS. Within 24 hours after Park Attendant becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any person in, on or around the Premises, whether or not it results from or involves any action or failure to act by the Park Attendant, the Park Attendant shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The Park Attendant shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Park Attendant or received by it in connection with any matter before any court arising in relation to any injury to the person or property of any person in, on or around the Premises.

21. DEFAULT BY COUNTY. In the event of breach by County of any covenant, warranty, term or obligation of this Agreement, County's failure to cure same or commence a good faith effort to cure same within 30 days after written notice thereof by Park Attendant shall be considered a default and shall entitle Park Attendant to either terminate this Agreement or cure the default at its sole cost. Park Attendant hereby acknowledges that such right to terminate or cure the default shall be the sole remedies available in the event County breaches this Agreement and fails to cure as set forth in this provision. If any utility services furnished by County are interrupted and continue to be interrupted despite the good faith efforts of the County to remedy same, County shall not be liable in any respect for damages to the person or property of Park Attendant or Park Attendants employees, agents, or guests, and same shall not be construed as grounds to terminate this Agreement.

22. DEFAULT BY PARK ATTENDANT. Park Attendant hereby acknowledges and agrees that if Park Attendant fails to comply with any covenant, warranty, term or obligation of this Agreement, such failure shall be deemed to be a material breach of this Agreement. Furthermore, if Park Attendant fails to comply with any covenant, warranty, term or obligation of this Agreement or any present rules and regulations or any that may be hereafter prescribed by County, or if Park Attendant fails to comply with any duties imposed on Park Attendant by law, County may immediately terminate this Agreement and/or avail itself of any remedies that may be available at law or in equity. If County decides that Park Attendant should be allowed the opportunity to correct the noncompliance, County may deliver a written notice specifying the noncompliance and allowing ten (10) days within which it may be corrected. If compliance is not made within said period, County may then terminate this Agreement and/or avail itself of any remedies that may be available at law or in equity.

23. TERMINATION OF EMPLOYMENT. This Agreement shall terminate immediately upon Park Attendant's termination, retirement or resignation from employment with County. County may terminate this Agreement due to a change in Park Attendant's employment position with Williamson County. In the event this Agreement is terminated pursuant to this provision, Park Attendant shall have fourteen (14) days to vacate the Premises, unless the parties agree otherwise in writing.

24. TERMINATION FOR CONVENIENCE. Either party may terminate this Agreement, for convenience and without cause or further liability, upon thirty (30) calendar day's written notice to the other party.

25. RIGHT OF ENTRY. County shall have the right during normal business hours to enter the Premises: (a) to inspect the general condition and state of repair thereof; (b) to make repairs required or permitted under this Agreement; or (c) for any other reasonable purpose.

26. WAIVER OF BREACH; NO WAIVER OF IMMUNITIES. The waiver by County of any breach of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or a different provision of this Agreement. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

27. TIME OF ESSENCE. Time is expressly declared to be of the essence in this Agreement.

28. BINDING OF HEIRS AND ASSIGNS. All provisions of this Agreement shall extend to and bind not only the parties to this Agreement, but to each and every one of the heirs, executors, representatives, successors, and assigns of County and Park Attendant.

29. NO THIRD PARTY BENEFICIARIES. This Agreement is for the sole and exclusive benefit of the Park Attendant and County, and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person or entity any rights, remedies or any other type or types of benefits.

30. RIGHTS AND REMEDIES CUMULATIVE. The rights and remedies provided to County under this Agreement are cumulative and the County's use of any one right or remedy shall not preclude or waive County's right to use any or all other remedies. Said rights and remedies are given to County in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

31. TEXAS LAW TO APPLY. This Agreement shall be construed under and in accordance with the laws of the State of Texas. Venue shall lie and be exclusively in Williamson County, Texas.

32. SEVERABILITY; LEGAL CONSTRUCTION. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.

33. ENTIRE AGREEMENT. This Agreement constitutes the sole and only agreement of the parties to this Agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. No amendment, modification,

or alteration of the terms hereof shall be binding unless it is in writing, dated subsequent to the date hereof, and duly executed by the parties.

EXECUTED this the _____ day of _____ 20_____.

PARK ATTENDANT:

By: Andy Bowerman

Printed Name: Andy Bowerman

COUNTY:

Williamson County, Texas, a political subdivision
of the State of Texas

By: _____
Williamson County Judge

Commissioners Court - Regular Session

13.

Meeting Date: 11/05/2024

Approval of Purchase for Docket Display System Replacement from Infax, 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 on approving purchase #202533 for Williamson County and Infax, Inc. in the amount of \$73,522.00, and authorizing execution of the purchase and exempting this from competitive bidding requirements under Texas Local Government Code 262.024. (7)(D) captive replacement parts or components for equipment.

Background

This purchase supports the Remote Installation and Programming of new Judicial Suite software on new or existing virtualized server provided by the county. The Infax, Inc. Court Solutions system was awarded through RFP #15RFP108 in 2015. The funding source is 01.0100.0503.005740 and 01.0100.0503.004100 for FY25. Origination #823. The department point of contact is Deanna Saucedo.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Infax Contract
Form 1295

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Barbi Hageman
Final Approval Date: 10/30/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/30/2024 11:47 AM
10/30/2024 01:12 PM
Started On: 10/11/2024 08:32 AM

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**STANDARD SERVICE CONTRACT FOR
ELECTRONIC DOCKET DISPLAY SYSTEM
FOR WILLIAMSON COUNTY
WITH
INFAX, INC.
(Quote # WCCTX130972980)**

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 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 **Infax Inc.** (hereinafter “INFAX”) to provide an Electronic Docket Display System to include an Electronic Informational Kiosk System and a Digital Court Calendar Display System, to support court operations and case management. The parties expressly agree to the following terms:

I.

Services to be Provided: The County agrees to employ and does hereby employ INFAX as an independent contractor, to provide services and good as set forth in Quote # WCCTX130972980 from INFAX (Marked as Exhibit “A”). Additionally, the services include the following:

Description of Work

- Onsite Installation and system refresh of Electronic Docket Display System to include an Electronic Digital Display System, Electronic Public Display System, and Electronic Information Kiosk System
- Hardware
 1. Twenty-three (23) Infax Digital Media Player Windows 11DDC
 2. Eleven (11) 32” Commercial Display
 3. Twelve (12) 43” Commercial Display

4. One (1) Olea 32” Milan Kiosk Win11 Pro 64 with Barcode
5. Twenty-three (23) Patch - 3-foot cable
6. Twenty-three (23) HDMI 3-foot cable

II.

Project Start Date, Terms & Renewal Options: The start date for services shall be upon execution of all parties and when approved by the Williamson County Commissioners Court.¹ The initial term of this agreement shall be for the remainder of the 2025 fiscal year through September 30, 2025 or until completed and starting on the effective date of this contract.

III.

Incorporated Documents: All representations and proposals made by INFAX’s representation made to The County on this project are incorporated herein and adopted as if copies in full, including in Quote # WCCTX130972980 from INFAX (Marked as Exhibit “A”). Where any terms or conditions are found to be in conflict with this contract, the terms that will prevail will be at the sole discretion of The Williamson County Commissioners Court.

IV.

On-Site Representative for Work Monitoring: The County may appoint an on-site project representative to observe the work being performed. The County may conduct inspections to determine the date or dates of substantial completion and the date of final completion. If the County so desires, it may seek written adequate assurance that the work is progressing on-time and pursuant to terms and conditions of this agreement and all related contract documents.

V.

Labor, Materials, Tools & Misc. Items: INFAX shall provide or cause to be provided and shall pay for labor, materials, equipment, tools, construction equipment and machinery, utilities, transportation and other facilities and services necessary for proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work. INFAX shall enforce strict discipline and good order among their respective employees and other persons carrying out the contract. INFAX shall not permit employees of unfit persons or persons not skilled in tasks assigned to them.

VI.

Compliance With All Laws: INFAX agrees, in connection with the services or any related items to the subject matter of this contract, to comply with any and all local, state, or federal requirements, including but not limited to compliance with regulations of the Texas Commission of Environmental Quality and the Occupational Safety and Health Administration. Additionally,

¹ Any Change Orders must be approved by the Williamson County Commissioners Court prior to any changes being made.

INFAX shall obtain from the appropriate City, Williamson County, or State of Texas the necessary permit(s) required by the ordinances of the City of Georgetown, Williamson County, or State of Texas, for performance of the work.

VII.

Duty To Report Problems: INFAX agrees to advise the County and its representative(s) of errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.

VII.

Cleaning Up: INFAX shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under this contract. At completion of the work, INFAX shall remove from and about the project: waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If INFAX fails to clean up as provided, the cost thereof shall be charged to INFAX by deducting from final fee or as necessary.

IX.

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

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INFAX AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFEND WITH COUNSEL APPROVED BY OWNERS, AND HOLD HARMLESS THE OWNER, REPRESENTATIVES OF THE OWNERS AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL CLAIMS IN RELATION TO INFAX'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEREOF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF INFAX, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSION OF ANY INDEMNITEE, SO LONG

AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEOPARDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH OWNER OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

X.

INFAX'S Employees: INFAX covenants and agrees that all personnel engaged shall be employees of INFAX, and INFAX shall pay all salaries, and all Social Security taxes, Federal and State Unemployment Insurance, Workers' Compensation Insurance and any similar taxes or expenses related to such employees, including but not limited to, license fees, insurance premiums and outfitting expenses. INFAX shall be responsible for complying with all Federal, State and Local laws, ordinances and regulations regarding its employees, including all Occupational Safety and Health Administration regulations. INFAX shall be responsible for the supervision, control and direction of the day-to-day activities of the personnel provided hereunder and shall provide close supervision on a continual basis.

XI.

Consideration and Compensation: INFAX will be compensated based on the attached Quote marked as Exhibit "A". **The not-to-exceed amount under this agreement is \$73,522.00, unless amended by a change order and approved by the Williamson County Commissioners Court.** Payments shall be made upon completion of installation of equipment and commencement of operational use.

Pursuant to State Law ("Texas Prompt Payment Act") the payment terms are governed as follows:

County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of (1) 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 an error appears on an invoice submitted by INFAX, County shall notify INFAX of the error not later than the twenty first (21st) day after the date County receives the invoice.

If the error is resolved in favor of INFAX, INFAX shall be entitled to receive interest on the unpaid balance of the invoice submitted by INFAX beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, INFAX shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

As a minimum, invoices shall include:

- a) Name, address, and telephone number of INFAX and similar information in the event the payment is to be made to a different address
- b) County contract, Purchase Order, and/or delivery order number
- c) Identification of items or services as outlined in the Contract
- d) Quantity or quantities, applicable unit prices, total prices and total amounts
- e) Any additional payment information which may be called for by the Contract

Payment inquiries should be directed to the Williamson County Auditor's Office, Accounts Payable Department: accountspayable@wilco.org 512-943-1500

XII.

The County's Decision to Withhold Payment: The County may withhold a payment in whole or in part to the extent reasonably necessary to protect The County due to The County's determination that the work has not progressed to the point indicated in the contract documents or that the quality of work is not in accordance with the contract documents. The County may also withhold a payment or, because of subsequently discovered evidence, may nullify the whole or a part of any request for payment to such extent as may be necessary to protect The County from loss for which INFAX is responsible, including loss resulting from acts and omissions, because of the following:

1. defective work not remedied;
2. reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum;
3. damage to The County;
4. reasonable evidence that the work will not be completed within the contract time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
5. persistent failure to carry out the work in accordance with the contract documents.

XIII.

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 The County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. The County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity or any other immunity under the laws of the State of Texas or of the United States

XIV.

Warranty: INFAX warrants to The County that materials, workmanship and equipment furnished under this agreement will be of good quality and new unless otherwise required or permitted by The County, that the work will be free from defects not inherent in the quality required or permitted by law or otherwise, and that the work will conform to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

XV.

Taxes: INFAX shall pay all sales, consumer, use and similar taxes for the work provided by INFAX which had been legally enacted on the date of the Agreement, whether or not yet effective or merely scheduled to go into effect.

XVI.

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.

XVII.

No Assignment: INFAX may not assign this contract.

XVIII.

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

IXX.

Confidentiality: INFAX expressly agrees that they will not use any incidental confidential information they may obtain while being on governmental property for their own benefit and agrees that is will not enter unauthorized areas or access confidential information and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times.

XX.

Termination: This agreement may be terminated at any time at the option of The County, without further or prospective liability for performance upon giving upon thirty (30) calendar day's written notice to thereof. In the event Williamson County exercises its right to terminate without cause, it is understood and agreed that only amounts due to INFAX for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for Williamson County's termination for convenience.

XXI.

Right of Funds: Despite the agreed upon method of payment set forth above, INFAX agrees to return to Williamson County pro-rata portion of unearned funds distributed to INFAX if (a) INFAX's project progress is insufficient; (b) this contract is terminated for any reason; or (c) INFAX fails in any other respect under this contract.

XXII.

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

XXIII.

Notice: Any notice required to be given under the terms of this AGREEMENT shall be effective if and when given in writing and mailed by certified mail to the addresses listed below or subsequently provided in writing:

WILLIAMSON COUNTY:

Williamson County Judge
710 Main Street, Suite 101
Georgetown, TX 78626

INFAX

Infax, Inc.
1235 Old Alpharetta Rd., Ste. 120
Alpharetta, GA 30005

XXIV.

Mediation: The parties agree to use non-binding mediation for dispute resolution prior to and formal legal action being taken on this contract.

XXV.

Signature for the County: The presiding officer of Williamson County's governing body who is authorized to execute this instrument by order duly recorded may execute this contract on behalf of the County.

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

WILLIAMSON COUNTY:

INFAX:

Authorized Signature

[Signature]
Authorized Signature

Daniel L McWilliams, CFO

County Judge/Presiding Officer

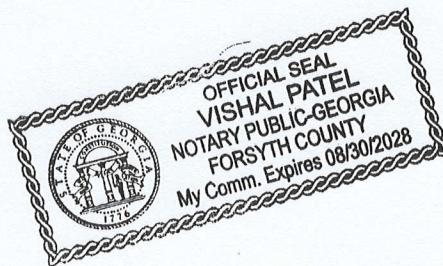
Printed Name

Dated: _____, 20____

Printed Name

Dated: 10/28, 2024

SUBSCRIBED AND SWORN TO BEFORE ME by Daniel McWilliams AS
AUTHORIZED AGENT FOR INFAX on this the 28th day of OCT, 2024.



[Signature]
Notary Public in and for the State of Georgia

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Oct 29 2024 Time: 12:00 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Oct 29 2024 Time: 9:00 am

**Exhibit “A”
Quote/Proposal**



Infax Budget Quote WCCTX130972980- System Refresh

Williamson County

405 Martin Luther King St
Georgetown, TX 78626

DeAnna Saucedo

Justice Technology Manager
dsaucedo@wilco.org

Quote number: WCCTX130972980

Quote created: March 26, 2024

Quote expires: December 3, 2024

Infax Inc.

1235 Old Alpharetta Road
Suite 120
Alpharetta, GA 30005

Prepared by:**Jana Lattimore**

Judicial Sales
jlattimore@infax.com
+16785334035

PRODUCT NAME	QTY	UNIT PRICE	PRICE
Infax Judicial Suite Software Upgrade (NO CHARGE for existing Infax Customer with Premium support)	1	\$0.00	\$0.00
Infax Digital Media Player Windows 11 DDC	23	\$886.00	\$20,378.00
32" Commercial Display	11	\$689.00	\$7,579.00
43"Commercial Display	12	\$793.00	\$9,516.00
Olea 32" Milan Kiosk Win11 Pro 64 with Barcode Scanner	1	\$15,625.00	\$15,625.00
Patch - 3-Foot Cable	23	\$6.00	\$138.00
HDMI 3-Foot cable	23	\$6.00	\$138.00
Infax Onsite Installation Scope Of Work- See details below	1	\$17,618.00	\$17,618.00

PRODUCT NAME	QTY	UNIT PRICE	PRICE
Shipping	1	\$2,530.00	\$2,530.00
SUMMARY			
One-time subtotal			\$73,522.00

Total	\$73,522.00
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Scope of Work

Scope of Work.

- Remote Installation and Programming of new Judicial Suite software (if available) on new or existing virtualized server provided by county
 - All existing Licensing and will be transferred over to the new server or If using existing server, to the new system which will be running parallel.
- Configuration of all new Infax controllers
- Provide all Infax labor for remote installation supervision.
 - Provide project management services.
 - Provide Remote User and Administrative Training If new software is installed.

Quote Terms and Conditions:

- Infax provided hardware will be covered under the manufacturer's 3-year warranty.
- The existing active Infax Premium support agreement provides software system support.
- This quote is for budget purposes only and final quote will be provided based on final scope of work.
- Tax exemption applied. Please provide current tax-exempt certificate.

Standard Terms & Conditions:

- Quotation valid for 60 days
- Quotation is subject to change based on any modifications to the scope of work.
- Payment terms Net 30 days from invoicing
- Unless a tax-exempt certificate is provided to Infax, sales tax will be added to final invoice if not listed on original quote.

Thank you,



Jana Lattimore
Executive Vice President

CONFIDENTIAL AND PROPRIETARY

The contents of this material are confidential and constitute Infax, Inc. trade secrets. Unauthorized use, distribution, disclosure, or reproduction is strictly prohibited

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.

INFAX INC
 ALPHARETTA, GA United States

Certificate Number:
 2024-1224033

Date Filed:
 10/08/2024

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.

202533
 Infax Q-WCCTX130972980 System refresh hardware/installation

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 _____ (city) _____ (state) 30005 (zip code) USA (country).

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

Executed in Forsyth County, State of Georgia, on the 9th day of October, 2024.



 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.
 INFAX INC
 ALPHARETTA, GA United States

Certificate Number:
 2024-1224033

Date Filed:
 10/08/2024

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

Date Acknowledged:
 10/11/2024

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.
 Q-WCCTX130972980
 Infax Q-WCCTX130972980 System refresh hardware/installation

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

14.

Meeting Date: 11/05/2024

Approval of Quote for NetMotion VPN Support from Mobile Wireless, 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 on approving annual purchase #202560 between Williamson County and Mobile Wireless LLC, in the amount of \$82,180.75 for NetMotion Support for Public Safety VPN, per the terms of DIR Contract #DIR-CPO-4723.

Background

Approval of this quote gives complete platform access to the NetMotion platform maintenance and licenses for Public Safety to include all of its features, powering security, visibility and connectivity use-cases, in addition to the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions. The service period is 11.16.24 -11.15.25. The funding is 01.0100.0523.004505 as per FY25 budget. Budget, Contract Audit and General Council have approved. Origination #1480. The department point of contact is Janessa Stephens.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Mobile Wireless Quote
Form 1295

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Barbi Hageman
Final Approval Date: 10/31/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/30/2024 03:26 PM
10/31/2024 08:06 AM
Started On: 10/29/2024 10:14 AM

Presented by – Mobile Wireless LLC

Chris Slaughter
 Williamson County
 301 SE Inner Loop Ste 105
 Georgetown, TX 78626
 (512) 818-0254
 Chris.Slaughter@wilco.org

Re: NetMotion/Absolute renewal – DIR-CPO-4723
 Quote valid through 11/15/2024

NetMotion/Absolute renewal

Item	SKU	QTY	Retail Price	DIR % Disc	Actual % Disc	Price	Extended Price
Full access to the NetMotion platform and all of its features, powering security, visibility and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions. (Effective from 11/16/2024 through 11/15/2025)	NMCOMPCONRNW	1081	\$120.00	2%	41.04%	\$70.75	\$76,480.75
Add-On License Renewal Full access to the NetMotion platform and all of its features, powering security, visibility and connectivity use-cases. Includes the software defined perimeter (SDP), enterprise VPN and experience monitoring solutions. (Effective from 11/16/2024 through 11/15/2025)	NMCOMPCONRNW	1081	\$120.00	2%	5.00%	\$114.00	\$5,700.00
Total							\$82,180.75

Respectfully,

Alan McClintock
 Mobile Wireless LLC
 Phone: (972) 516-1365
 alan@mobwireless.com

Mobile Wireless LLC – 3608 Austin Ct., Flower Mound, TX 75028 – 214.850.9886

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.
 Mobile Wireless LLC
 Flower Mound, TX United States

Certificate Number:
 2024-1232272

Date Filed:
 10/29/2024

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

Date Acknowledged:
 10/29/2024

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.
 202560
 NetMotion/Absolute 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)

Commissioners Court - Regular Session

15.

Meeting Date: 11/05/2024

Approval of Construction Agreement with Falkenberg Construction Co., Inc for Jester Annex JP-1 Cubicle 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 construction contract #202558 between Falkenberg Construction Co., Inc and Williamson County for Jester Annex JP-1 Cubicle Project, in the amount of Seven Thousand Seven Hundred Sixty-Four and 13/100 Dollars (\$7,764.13), pursuant to BuyBoard Contract Number 728-24 and execution of the agreement.

Background

This is for cubicle work to be completed at JP1 in the Jester Annex located at 1801 E Old Settlers BLVD, Round Rock, TX, as detailed in the proposal. Contract Audit and General Counsel reviewed. The funding source is 01.0100.0510.004100, Origination ID #1462 and the point of contact is Christy Matoska.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Construction Agreement
Form 1295 Falkenberg Construction Co Complete

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Johnny Grimaldo
Final Approval Date: 10/31/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/30/2024 02:56 PM
10/31/2024 08:06 AM
Started On: 10/28/2024 10:11 AM



Agreement for Construction Services (Cooperative Contract #BuyBoard 728-24)

This Agreement (“Agreement”) between Williamson County, Texas, a political subdivision of the State of Texas (“Owner”) and Falkenberg Construction Co., Inc. (“Contractor”) is entered into in accordance with the following terms and conditions:

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of Jester Annex – JP1 Cubicle (hereinafter called the “Project”). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner’s requirements and the terms of this Agreement (hereinafter collectively referred to as the “Work”).

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of Seven Thousand, Seven Hundred Sixty-Four and 13/100 Dollars (\$7,764.13) in accordance with the terms and conditions of this Agreement.

ARTICLE 3 PLANS AND SPECIFICATIONS: The Work shall be performed pursuant to and in accordance with the plans and specifications attached hereto as **Exhibit “A”**, as well as any revisions made thereto.

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within thirty (30) calendar days from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within thirty (30) calendar days of Substantial Completion. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

Contractor acknowledges and recognizes that Owner is entitled to full and beneficial occupancy and use of the completed Work following expiration of the Contract Time and that Owner has entered into, or will enter into, binding agreements upon Contractor's achieving Substantial Completion of the Work within the Contract Time. Contractor further acknowledges and agrees

that if Contractor fails to complete substantially or cause the Substantial Completion of any Phase of the Work within the Contract Time, Owner will sustain extensive damages and serious loss as a result of such failure. In the cases of missed scheduled events, which incur exact losses of revenue and exact expenses for fees and other cancellation costs, Contractor shall be responsible for the exact amount of damages sustained by Owner. In other cases, the exact amount of such damages will be extremely difficult to ascertain. Therefore, Owner and Contractor agree as set forth below:

- 4.2.1** Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars (\$500.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.
- 4.2.2** Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.
- 4.2.3** Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5 PAYMENT:

- 5.1** Contractor shall receive one lump sum payment of the Contract Price upon completion of the Project.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

- 6.1** Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.
- 6.2** Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of

such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor’s skill and knowledge in performing the services required hereunder.

6.3 Contractor is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. The safety program shall comply with all applicable requirements of the current federal Occupational Safety and Health Act and all other applicable federal, state and local laws and regulations.

6.4 Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The Contractor shall keep the Owner informed of the progress and quality of the Work.

6.5 Insurance. Contractor shall carry insurance in the types and amounts indicated below for the duration of the Agreement, which shall include items owned by Owner in the care, custody and control of Contractor prior to and during construction. Contractor must also complete and file the declaration pages from the insurance policies with Owner whenever a previously identified policy period expires during the term of the Agreement, as proof of continuing coverage. Contractor shall update all expired policies prior to submission of any payment requests hereunder. Failure to update policies shall be reason for payment to be withheld until evidence for renewal is provided to the Owner. If the Contractor fails to obtain, maintain or renew any insurance required by this Agreement, the Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. All policies of insurance provided by the Contractor must comply with the requirements set forth herein, the Agreement and the laws of the State of Texas.

6.5.1 The Contractor shall provide and maintain, until the Work covered in the Agreement is completed and accepted by the Owner, the minimum insurance coverages in the minimum amounts as described below.

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory
.2	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
.3	Commercial general liability including completed operations and contractual liability insurance for bodily injury, death, or property damages in the following amounts:	
	COVERAGE	PER OCCURRENCE
	Commercial	

General Liability \$1,000,000
 (including premises,
 completed operations
 and contractual)

Aggregate policy limits: \$2,000,000

- .4 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	

- .5 Damage to Rented Property/Premises (Ea. Occurrence): \$100,000

- .6 Builder’s Risk Insurance (all-risks)

An all-risk policy, in the amount equal at all times to 100% of the Contract Price. The policy shall include coverage for loss or damage caused by certified acts of terrorism as defined in the Terrorism Risk Insurance Act. The policy shall be issued in the name of the Contractor and shall name its Subcontractors as additional insureds. The Owner shall be named as a loss payee on the policy. The builders risk policy shall have endorsements as follow:

- a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.
 - b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder’s Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.
- .6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

.7 Umbrella coverage in the amount of not less than \$5,000,000.

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.

(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.

(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).

(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, §401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.

4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

(a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

- (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.
6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
 7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
 8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
 9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:
 - (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
 - (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
 - i. a certificate of coverage, prior to the other person beginning work on the Project; and
 - ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
 - (e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;
 - (f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

(g) contractually require each person with whom it contracts, to perform as required by paragraphs (a)-(g), with the certificates of coverage to be provided to the person for whom they are providing services.

10. By signing the Agreement/Contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the Agreement/Contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the Owner.

6.5.3 If insurance policies are not written for the amounts specified herein, Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of primary coverage.

6.5.4 Insurance coverage required hereunder 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 Owner.

6.5.5 **The Owner ("Williamson County, Texas"), its officials, employees and volunteers shall be named as an additional insured on all required policies.** These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award.

6.5.7 Owner reserves the right to review the insurance requirements set forth herein during the Agreement and to make reasonable adjustments to the insurance coverage and their limits when deemed necessary and prudent by the Owner based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the

Parties or the underwriter of any of such policies. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

6.5.9 Contractor shall be responsible for payment of premiums for all of the insurance coverages required hereunder. Contractor further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Contractor is responsible hereunder, Contractor shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over \$75,000 in the Contractor's insurance must be declared and approved in writing by Owner in advance.

6.5.10 Contractor shall contractually require each person or entity with whom it contracts to provide services in relation to the Work, to comply with every insurance requirement that Contractor must comply with hereunder. More specifically, each person or entity with whom Contractor contracts to provide services on the in relation to the Work must comply with each insurance requirement hereunder just as if such person or entity was the Contractor. Thus, every reference to Contractor under each insurance requirement hereunder shall mean and include each person or entity with whom Contractor contracts to provide services in relation to the Work. If any such person or entity with whom Contractor contracts to provide services in relation to the Work fails to obtain, maintain or renew any insurance required by this Agreement, Owner may, among other remedies available hereunder or at law, obtain insurance coverage directly and recover the cost of that insurance from the Contractor or declare this Agreement void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner.

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR 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 OR 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, CONTRACTOR SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'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 CONTRACTOR 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.

7.2 Except for the obligation of Owner to pay Contractor the Contract Price pursuant to the terms of this Agreement, and to perform certain other obligations pursuant to the terms and conditions explicitly set forth herein, Owner shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement. Notwithstanding any obligation or liability of Owner to Contractor, no present or future partner or affiliate of Owner or any agent, officer, director, or employee of Owner, or of the various departments comprising Owner, or anyone claiming under Owner has or shall have any personal liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

ARTICLE 8 WARRANTY:

8.1 Contractor hereby warrants that the materials and equipment provided for the Work will be of good quality and new unless otherwise required or permitted by the Owner; that the construction will be free from faults and defects; and that the construction will conform with the requirements of the plans, specifications, drawings and the terms of this Agreement.

8.2 Contractor shall provide warranty services for the Work for a **full twelve (12) months** following Final Completion and final payment. Just before the warranty period expires, Contractor shall attend an on-site meeting with the Owner to ensure that all warranty issues have been identified and properly remedied.

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the “Prevailing Wage Schedule”, as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The “Prevailing Wage Schedule” is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker’s job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the

worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

- 9.1.3** A copy of each worker wage rate notification shall be submitted to the Owner with the Application for Payment for the period during which the worker began on-site activities.

9.2 Prevailing Wage Schedule. Pursuant to Texas Government Code Section 2258.022(2), the general prevailing rate of per diem wages for each craft or type of worker needed to execute the Contract and the prevailing rate for legal holiday and overtime work shall be the most recent prevailing wage rate for Williamson County, Texas for building construction as determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.), and its subsequent amendments, which are published and can be obtained online at <https://sam.gov/search/?index=dbra> (the "Prevailing Wage Schedule"). Should the Contractor at any time become aware that a particular skill or trade not reflected on the Prevailing Wage Schedule will be or is being employed in the Work, whether by the Contractor or by a subcontractor, the Contractor shall promptly inform the Owner and shall specify a wage rate for that skill or trade, which shall bind the Contractor.

9.3 Penalty for Violation. The Contractor and any Subcontractor shall pay to the Owner a penalty of sixty dollars (\$60.00) for each worker employed for each calendar day, or portion thereof, that the worker is paid less than the wage rates stipulated in the Prevailing Wage Schedule or any supplement or update thereto pursuant to provisions above. The Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all workers employed in connection with the Work, and showing the actual per diem wages paid to each worker, which records shall be open at all reasonable hours for the inspection by the Owner.

9.4 Complaints of Violations of Prevailing Wage Rates. Within thirty-one (31) days of receipt of information concerning a violation of Texas Government Code, Chapter 2258, the Owner shall make an initial determination as to whether good cause exists to believe a violation occurred. The Owner's decision on the initial determination shall be reduced to writing and sent to the Contractor or Subcontractor against whom the violation was alleged, and to the affected worker. When a good cause finding is made, the Owner shall retain the full amounts claimed by the claimant or claimants as the difference between wages paid and wages due under the Prevailing Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15th) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in

accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11th) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

9.6 Arbitration Award. If an arbitrator determines that a violation has occurred, the arbitrator shall assess and award against the Contractor or Subcontractor the amount of penalty as provided herein and the amount owed the worker. The Owner may use any amounts retained hereunder to pay the worker the amount as designated in the arbitration award. If the Owner has not retained enough from the Contractor or Subcontractor to pay the worker in accordance with the arbitration award, the worker has a right of action against the Contractor and Subcontractor as appropriate, and the surety of either to receive the amount owed, attorneys' fees and court costs. The Contractor shall promptly furnish a copy of the arbitration award to the Owner.

9.7 Prevailing Wage Retainage. Money retained pursuant to this section shall be used to pay the claimant or claimants the difference between the amount the worker received in wages for labor on the Project at the rate paid by the Contractor or Subcontractor and the amount the worker would have received at the general prevailing wage rate as provided by the agreement of the claimant and the Contractor or Subcontractor affected, or in the arbitrator's award. The full statutory penalty of sixty dollars (\$60.00) per day of violation per worker shall be retained by the Owner to offset its administrative costs, pursuant to Texas Government Code, §2258.023. Any retained funds in excess of these amounts shall be paid to the Contractor on the earlier of the next progress payment or final payment. Provided, however, that the Owner shall have no duty to release any funds to either the claimant or the Contractor until it has received the notices of agreement or the arbitration award as provided in this section.

9.8 No Extension of Time. If the Owner determines that good cause exists to believe a violation has occurred, the Contractor shall not be entitled to an extension of time for any delay arising directly or indirectly from of the procedures set forth in this section.

ARTICLE 10 INTENTIONALLY DELETED

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

If one of the reasons described below exists, the Contractor may, upon thirty (30) business days written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, including reasonable overhead, profit, and costs incurred by reason of such termination:

11.1.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

11.1.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped; or

11.1.3 If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Agreement.

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

- 11.2.1.1** Fails to commence the Work in accordance with the provisions of the Agreement;
- 11.2.1.2** Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;
- 11.2.1.3** Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;
- 11.2.1.4** Fails to perform any of its obligations under the Agreement;
- 11.2.1.5** Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;
- 11.2.1.6** Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;
- 11.2.1.7** Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or
- 11.2.1.8** Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

11.2.2 When any of the reasons under **Paragraph 11.2.1** exist, the Owner, in its sole and absolute discretion, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, **thirty (30) calendar days** written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, exclude the Contractor from the Project site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor; accept assignment of subcontracts of Contractors subcontractors; and finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

11.2.3 When the Owner terminates the Agreement for one of the reasons stated in **Paragraph 11.2.1**, the Contractor shall not be entitled to receive payment until the Work is finished. In the event that it is determined that sufficient cause did not exist for termination under this **Section 11.2**, then the termination shall be considered a termination for convenience, under **Section 11.4**, below.

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the

Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

11.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

11.3.2 The Contract Price and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in **Paragraph 11.3.1**. Adjustment of the Contract Price shall include profit. No adjustment shall be made to the extent:

11.3.2.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

11.3.2.2 that an equitable adjustment is made or denied under another provision of the Agreement.

11.4 Termination by the Owner for Convenience

11.4.1 The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

11.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

11.4.2.1 Cease operations as directed by the Owner in the notice;

11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

11.4.3 Upon Owner's termination for convenience, costs of the Work executed, including reasonable overhead and profit, incurred to and including the date of termination, will be due and payable to Contractor in accordance with the Agreement.

ARTICLE 12 MISCELLANEOUS PROVISIONS:

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner 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 Owner'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 an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

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

12.3 Assignment. This Agreement is a personal service contract for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party.

12.4 Governing Law and Venue. This Agreement and all of the rights and obligations of the parties and all of the terms and conditions shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas without reference to its conflicts of law provisions. Williamson County, Texas where the Project is located shall be the sole place of venue for any legal action arising from or related to this Agreement or the Project in which the Owner is a party.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted assigns and successors.

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative; or transmitted by fax machine to the last know business fax number of the designated representative. Mail notices are deemed effective upon receipt or on the third business day after the date of mailing, whichever is sooner. Fax notices are deemed effective the next business day after faxing.

12.7 Severability. Should any term or provision of this Agreement be held invalid or unenforceable in any respect, the remaining terms and provisions shall not be affected and this Agreement shall be construed as if the invalid or unenforceable term or provision had never been included.

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

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

12.10 No Waiver of Sovereign Immunity. Nothing herein shall be construed as a waiver of sovereign immunity by Owner.

12.11 Current Revenues. Under Texas law, a contract with a governmental entity that contains a claim against future revenues is void; therefore, each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

12.12 Compliance with Laws. Contractor 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 Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

12.13 Entire Agreement & Incorporated Documents; Conflicting Terms. This Agreement constitutes the entire agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties.

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement; and
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

In the event of a dispute or conflict relating to the terms and conditions of the Contract Documents, applicable documents will be referred to for the purpose of clarification, conflict resolution or for additional detail in the following order of precedence:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement; and
4. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

BY SIGNING BELOW, the Parties have executed and bound themselves to this Agreement to be effective as of the date of the last party's execution hereof.

OWNER:

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

By: _____

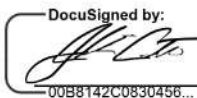
Printed Name: _____

Title: _____

Date: _____

CONTRACTOR:

Falkenberg Construction Co., Inc.

By:  _____

Printed Name: John E. Castro

Title: President

Date: October 24, 2024 | 16:41 CDT

Exhibit “A”

Plans and Specifications

**Project: Jester Annex – JP1 Cubicles, Address: 1801 E Old Settlers Road,
Round Rock, TX 78664**

Scope of Work

Relocate (6) workstations 40 inches off back wall

Power will be dropped from ceiling

Provide and install power pole to supply power to the new locations of the cubicles

Protect existing finishes

Exclusions:

Sales tax, overtime

Replacing existing conductors or conduit

Any data work including but not limited to: data cabling, install, demo, or terminations

Abatement

Any division 23 (HVAC) work

Any division 22 (Plumbing) work

Any division 09 (Finishes) work

Any work to the existing circuitry not listed above

Any ceiling grid work

Any flooring work

Fire alarm

Temporary power or lighting

Repairs, corrections, hidden issues, or code violations to any unforeseen items that may become evident during

the above scope of work

Any work outside the Scope of Work above



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.

Falkenberg Construction Co., Inc.
 Grand Prairie, TX United States

Certificate Number:
 2024-1230304

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 Facilities Management

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.

643-24
 RR Anex Cubicle Movement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castro, John	Grand Prairie, TX United States	X	
	Gomez, Moses	Grand Prairie, TX United States	X	
	Arnold, Chris	Grand Prairie, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Chris Arnold, and my date of birth is [REDACTED]

My address is [REDACTED] TX, 75050 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 23 day of Oct., 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.
 Falkenberg Construction Co., Inc.
 Grand Prairie, TX United States

Certificate Number:
 2024-1230304

Date Filed:
 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 Facilities Management

Date Acknowledged:
 10/28/2024

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.
 643-24
 RR Anex Cubicle Movement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Castro, John	Grand Prairie, TX United States	X	
	Gomez, Moses	Grand Prairie, TX United States	X	
	Arnold, Chris	Grand Prairie, 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

16.

Meeting Date: 11/05/2024

Approval of Design and Engineering Services Agreement for Justice Center South Attic IT Fire Suppression Design with Cleary Zimmermann Engineers, LLC utilizing 24RFSQ53 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 #24RFSQ53 to Cleary Zimmermann Engineers, LLC, for Justice Center South Attic IT Fire Suppression Design, in the amount of Thirty Thousand Dollars (\$30,000.00) and authorize execution of the agreement.

Background

Cleary Zimmermann Engineers, LLC is recommended for award through RFSQ #24RFSQ53 which established a prequalified consultant pool to be contracted on an as-needed basis on 06.18.24 agenda with item no.16. Cleary Zimmermann Engineers, LLC, is being recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool where Cleary Zimmermann Engineers, LLC received the highest score for this project. This agreement for Justice Center South Attic IT Fire Suppression Design Services between Williamson County and Cleary Zimmermann Engineers, LLC, is for the Justice Center, 405 Martin Luther King Drive, Georgetown, Texas. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. Funding Source is 01.0100.1009.004509 and the point of contact is Christy Matoska.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

PSA Cleary Zimmermann
Form 1295 Cleary Zimmermann Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/30/2024 12:39 PM
County Judge Exec Asst.	Becky Pruitt	10/30/2024 01:16 PM
Form Started By: Johnny Grimaldo		Started On: 10/28/2024 10:12 AM
Final Approval Date: 10/30/2024		



AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: Justice Center South Attic IT Fire Suppression Design ("Project")

**ARCHITECT/
ENGINEER:** Cleary Zimmermann Engineers, LLC. ("A/E")
Aaron Lovelock, PE, Principal
3218 Manor Road, Ste. 200
Austin, TX 78723

**COUNTY'S DESIGNATED
REPRESENTATIVE:** Williamson County Facilities Department
Director of Facilities
3101 SE Inner Loop
Georgetown, Texas 78626

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

RECITALS

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

WHEREAS, County intends to have A/E provide fire suppression system design for the Justice Center South Attic IT Fire Suppression Design ("Project"); and

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

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

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

ARTICLE 1 SCOPE OF AGREEMENT

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

ARTICLE 2 CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

2.1 Contract Documents.

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

2.2 Existing Information.

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

2.3 Project Documents.

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

2.3.1

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

2.3.2

Americans with Disabilities Act (ADA)

2.3.3

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

2.3.4

Williamson County Consultant Design Submittal Guidelines, 2020 edition as updated

ARTICLE 3 NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

3.1 Non-collusion.

A/E warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for A/E, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or subconsultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, County reserves and shall have the right to annul this Agreement without liability or, in its discretion and at its sole election, to deduct from the Agreement price or compensation, or to otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.2 Debarment Certification.

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

3.3 Financial Interest Prohibited.

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

ARTICLE 4 CHARACTER AND SCOPE OF SERVICES

4.1

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

4.2

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

4.2.1

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

4.2.2

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

4.2.3

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

ARTICLE 5 TIME FOR PERFORMANCE

5.1 Commencement.

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

5.2 Duration.

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

ARTICLE 6 COMPENSATION AND EXPENSES

6.1 Basic Fee.

For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Thirty Thousand Dollars (\$30,000.)** hereinafter called the "Basic Fee".

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

6.2 Expenses.

A/E shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit D**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and **must strictly comply with the Williamson County Vendor Reimbursement Policy**. The copies of the provider's invoice must evidence the actual costs billed to A/E without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **Three Hundred Dollars (\$ 300)**.

ARTICLE 7 ADDITIONAL SERVICES AND CHARGES

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

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

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

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

8.1 Time of Payment.

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

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

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

County shall review the documentation and shall pay each statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by A/E to the point indicated by such statement or of receipt or acceptance by County of the services covered by such statement. Final payment does not relieve A/E of the responsibility of correcting any errors or omissions resulting from A/E's negligence.

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

8.2 Prompt Payment Policy.

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

8.2.1

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

8.2.2

There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or

equipment delivered or the Basic Services performed which causes the payment to be late; or

8.2.3

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

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

ARTICLE 9 PROJECT TEAM

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

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

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

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

**Cleary Zimmermann Engineers, LLC.
Aaron Lovelock PE
3218 Manor Road, Ste. 200
Austin, TX 78723**

A/E shall have the right, from time to time, to change A/E's Designated Representative by giving County written notice thereof. With respect to any action, decision, or determination which is to be taken or made by A/E under this Agreement, A/E's Designated Representative may take such action or make such decision or determination, or shall notify County in writing of an

individual responsible for and capable of taking such action, decision, or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions, or determinations by A/E's Designated Representative on behalf of A/E shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Agreement, in which case, actions taken by A/E's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by A/E's Designated Representative shall be binding on A/E. A/E's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of A/E.

ARTICLE 10 NOTICE

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

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

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

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

A/E: Cleary Zimmermann Engineers, LLC.
3218 Manor Road, Ste. 200
Austin, TX 78723

Attention: Aaron Lovelock, PE
Principal

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

ARTICLE 11 PROGRESS EVALUATION

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

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

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

11.1

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

11.2

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

ARTICLE 12 CHANGES IN COMPLETED BASIC SERVICES

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

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

13.1 Review Process.

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

13.1.1 Submittal.

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

13.1.2 Completion.

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

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

13.1.3 Acceptance.

County will review the completed Basic Services in each design phase for compliance with this Agreement and general conformance with the Design Deliverable Guidelines. "Acceptance" or "Accepted" shall mean that in County's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.

If a lack of coordination between subconsultant documents is discovered in the A/E work product, which is not specifically called-out by A/E as a pending coordination item, the work product will be returned to A/E along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. A/E shall perform any required corrections to Basic Services and resubmit to County.

Should this process need to be repeated for the same or subsequent deficiencies related to the initial deficiencies, County will issue a marked-up work product to A/E indicating specific deficiencies for correction. County will also issue a notice for A/E to deduct **One Thousand Dollars (\$ 1,000)** from the A/E 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.

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

13.2 Revision to A/E Work Product.

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

13.3 Days.

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

13.4 County's Reliance on A/E.

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

ARTICLE 14 SUSPENSION

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

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

ARTICLE 15 VIOLATION OF CONTRACT TERMS/ BREACH OF CONTRACT

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

ARTICLE 16 TERMINATION

This Agreement may be terminated as set forth below.

16.1

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

16.2

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

16.3

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

16.4

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

16.5

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

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

If A/E defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of A/E, then County shall give consideration to the actual costs incurred by A/E in performing the Basic Services to the date of default, the amount of Basic Services required which was satisfactorily completed to date of default, the value of the Basic Services which are usable to County, the cost to County of employing another firm to complete the Basic Services required and the time required to do so, and other factors which affect the value to County of the Basic Services performed at the time of default.

The termination of this Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of County under this Agreement. If the termination of this Agreement is due to the failure of A/E to fulfill its contractual obligations, then

County may take over the Project and prosecute the Basic Services to completion. In such case, A/E shall be liable to County for any additional and reasonable costs incurred by County.

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

ARTICLE 17 USE OF DOCUMENTS

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

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

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

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

Prior to A/E providing to County any A/E Work Products in electronic form or County providing to A/E any electronic data for incorporation into A/E Work Products, County and A/E shall, by

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

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

ARTICLE 18 PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19 SUBCONTRACTING

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

ARTICLE 20 MODIFICATIONS

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

ARTICLE 21 COMPLIANCE WITH LAWS

21.1 Compliance.

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

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

21.2 Taxes.

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

ARTICLE 22 INDEMNIFICATION

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

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

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

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS

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

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST COUNTY IN WHICH CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY ACTS, ERRORS OR OMISSIONS OF A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY A/E OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY A/E, AND/OR INADEQUATE SERVICES PURSUANT TO THE CONSTRUCTION PHASE-ADMINISTRATION OF THE CONSTRUCTION CONTRACT AS DEFINED AND REQUIRED BY THIS AGREEMENT, AGREEMENT EXHIBITS AND THE CONSTRUCTION CONTRACT DOCUMENTS, THEN COUNTY SHALL HAVE THE RIGHT TO JOIN A/E AT COUNTY'S COST. A/E SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT A/E, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND ATTORNEYS' FEES INCURRED BY COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE A/E, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH A/E EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23 PROFESSIONAL'S RESPONSIBILITIES

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

ARTICLE 24 PROFESSIONAL'S SEAL

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

ARTICLE 25 INSURANCE

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

25.1 Coverage Limits.

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

25.1.1

Worker's Compensation in accordance with statutory requirements.

25.1.2

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

25.1.3

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

25.1.4

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

25.2 Additional Insureds; Waiver of Subrogation.

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

25.3 Premiums and Deductible.

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

25.4 Commencement of Work.

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

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.**

25.7 No Arbitration.

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

25.8 Subcontractor/ Subconsultant's Insurance.

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

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

25.9 Insurance Policy Endorsements.

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

25.9.1

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

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

25.9.2

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

25.10 Cost of Insurance.

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

ARTICLE 26 SUCCESSORS AND ASSIGNS

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

ARTICLE 27 SEVERABILITY

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

ARTICLE 28 PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29 A/E'S ACCOUNTING RECORDS

A/E agrees to maintain, for a period of **three (3) years** after final payment under this Agreement, detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for the purposes of making audits, examinations, excerpts and transcriptions. A/E agrees that County or its duly authorized representatives shall, until the expiration of **three (3) years** after final payment under this Agreement, have access to and the right to examine and photocopy any and all detailed records, books, documents, and papers which are directly pertinent to the services to be performed under this Agreement and records of reimbursable costs and expenses of other providers for the purposes of making audits, examinations, excerpts, and transcriptions. A/E further agrees that County shall have access during normal working hours to all necessary A/E facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this **Article 29**. County shall give A/E reasonable advance notice of intended audits.

ARTICLE 30 GENERAL PROVISIONS

30.1 Time is of the Essence.

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

30.2 Force Majeure.

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

30.3 Enforcement and Venue.

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

30.4 Standard of Performance.

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

30.5 Opinion of Probable Cost.

Any opinions of probable Project cost or probable construction cost provided by A/E are made on the basis of information available to A/E and on the basis of A/E's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since A/E has no control over the cost of labor, materials, equipment, or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, A/E does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost A/E prepares.

30.6 Opinions and Determinations.

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

30.7 Reports of Accidents.

Within **twenty-four (24) hours** after A/E becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of A/E), whether or not it results from, or involves, any action or failure

to act by A/E or any employee or agent of A/E and which arises in any manner from the performance of this Agreement, A/E shall send a written report of such accident or other event to County, setting forth a full and concise statement of the facts pertaining thereto. A/E shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon A/E, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from A/E's performance of work under this Agreement.

30.8 Gender, Number, and Headings.

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

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

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

30.13 Governing Terms and Conditions.

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

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

ARTICLE 31 DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and A/E shall work together in good faith to resolve any controversy, dispute, or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, claim for benefits, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within **thirty (30) days** following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation. A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Agreement shall be conducted in Williamson County, Texas. The mediator's fees shall be borne equally between the parties. Such non-binding mediation is a condition precedent to seeking redress in a court of competent jurisdiction, but this provision shall not preclude either party from filing a lawsuit in a court of competent jurisdiction prior to completing a mediation, if necessary to preserve the statute of limitations, in which case such lawsuit shall be stayed pending completion of the mediation process contemplated herein. This provision shall survive the termination of this Agreement.

ARTICLE 32 EQUAL OPPORTUNITY IN EMPLOYMENT

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

ARTICLE 33 MERGER

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

ARTICLE 34 PUBLIC CONTACT

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

ARTICLE 35 A/E's REPRESENTATIONS

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

ARTICLE 36 SIGNATORY WARRANTY

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

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

A/E:
Cleary Zimmermann Engineers, LLC.

By: *Aaron T Lovelock*
Signature

AARON T LOVELOCK
Printed Name

PRINCIPAL | BUILDING MEP
Title

Date Signed: 10/24/2024

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

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

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

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

GENERAL REQUIREMENTS

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

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

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

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

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

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

project Construction Administration Phase through the Close-out Phase.

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

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

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

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

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

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

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

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

Organization of Plan Sheets. The PS&E package shall be complete and organized in a manner that is suitable for the bidding and awarding of a construction contract.

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

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

<https://www.wilcotx.gov/376/Facilities-Management>

SCOPE OF WORK:

Justice Center South Attic
405 MLK, Georgetown, TX 78626
4100.1009

The Project scope consists of the addition of a clean agent fire suppression system to the Williamson County Justice Center South. The scope will also include ensuring the room is correctly rated and sealed for this application. Modifications to the existing HVAC system to support the new clean agent will be provided, as well as any incidental modifications to the electrical system. It is understood that the building's MEP infrastructure is sufficiently sized to accommodate the new clean agent fire suppression system.

A/E shall perform load analyses, calculations, equipment selections, and system design in accordance with applicable building codes, appropriate national standards, and commonly accepted engineering practice. These services shall be rendered for the following building systems in the project:

Mechanical: Air conditioning, outside air ventilation, common exhaust, and controls **Electrical:** Power distribution

Plumbing: Fire Suppression

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

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

Upon receipt of written Notice to Proceed, A/E shall accomplish the following:

- A. Investigate site/facility and verify known existing or available utility locations.
- B. Review International Building Code (IBC), ASHRAE 90.1, ASHRAE 62.1, International Mechanical Code (IMC), National Electric Code (NEC), International Energy Conservation Code (IECC), and any other applicable codes and ordinances.
- C. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.
- D. Provide deliverables in accordance with County's Design Submittal Guidelines.

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

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

- A. Consult freely with County concerning the principal phases of the work and immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design Phase.
- B. Develop plans and specifications, which indicate materials, construction methods and buildings systems. These building systems may include (but are not limited to) structural, mechanical, plumbing, and electrical.
- C. Provide preliminary materials selection board to County for review with internal departments.
- D. Prepare a Design Development level cost estimate in a form acceptable to County.
- E. Submit Plans, Specifications, and all other required documentation for Site Development Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- F. Provide deliverables in accordance with County's Design Submittal Guidelines.

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

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

- A. Prepare complete plans, specifications and engineering calculations (without professional seals) setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.
- B. Consult freely with County concerning the principal phases of the work immediately advise County of any unusual requirements or features not apparent during execution of the Schematic Design and Design Development Phases.
- C. Prepare a detailed cost estimate of the project on a form acceptable to County.
- D. Prepare a construction schedule with a Gantt chart or other County approved format which lists the anticipated major activities required to complete the project.
- E. Complete the PS&E for the entire Project and its component parts. The Project detailed cost estimate shall not exceed the project construction budget as approved in writing by County.
- F. Update preliminary materials selection board or provide new for County project records.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

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

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

- A. When applicable, register the project with the Texas Department of Licensing and Regulation (TDLR) and obtain an EABPRJ number for inclusion on the project coversheet prior to Permit application submittal to the local jurisdiction having review authority. Register as the Owner's Designated Agent for further correspondence with TDLR and Registered Accessibility Specialist (RAS).
- B. Participate in any Pre-submittal Meetings required by local jurisdiction prior to Permit application submittal.
- C. Submit Plans, Specifications, and all other required documentation for construction Permit application for the project with the local jurisdiction having review authority. Notify County's PM of any required submittal fees to be paid by County.
- D. Submit Construction Documents and Specifications to the Registered Accessibility Specialist (RAS) approved by County for Architectural Barriers plan review.
- E. Receive and respond to permitting comments by the local jurisdiction having review authority.
- F. Revise plans and specifications as necessary to conform to permitting, accessibility, and budget requirements without additional charge to County.
- G. Provide deliverables in accordance with County's Design Submittal Guidelines.

Phase V – CONSTRUCTION CONTRACT BIDDING, AWARD, AND EXECUTION

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

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

Phase VI - CONSTRUCTION ADMINISTRATION - Project Observation

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

- A. Provide general administration and be County's representative during the construction of the project. Advise, consult, and issue County's instructions to Contractor in writing with copies furnished to all parties. Prepare change orders and supplementary drawings.
- B. Provide conformed construction drawing and specification sets for each issuance of Architect's Supplemental Instructions.
- C. Conduct and oversee pre-construction meeting.
- D. Process/ respond to Requests for Information, Change Proposals, Change Orders, Change Directives.
- E. Review/ approve shop drawings, submittals, samples and mock-ups. Submit

- copies of each shop drawing and submittal of materials and equipment to County.
- F. Conduct and oversee bi-weekly progress meetings.
 - G. Conduct site visits with personnel technically qualified by education and experience to competently observe relevant aspects of construction. Make necessary observations to determine if workmanship and quality of materials generally conform to the plans and specifications, and that provisions of the contract are complied with.
 - H. Reject work performed by Contractor which does not meet the requirements of the Construction Documents; and, order removal and replacement of such work.
 - I. Review progress estimates of work performed and invoiced by Contractor. Within **three (3) business days** of receipt, submit written reviews to County.
 - J. Coordinate Texas Accessibility Standards (TAS) Inspection to be concurrent with Substantial Completion Inspection.
 - K. Accompany County on Substantial Completion Inspection with appropriate staff and affiliates. Prepare a punch list of items needing correction. After Contractor has performed the required corrections, notify County in writing that the contract has been performed in general conformance with the plans and specifications and is ready for Final Inspection.
 - L. Provide deliverables in accordance with County's Design Submittal Guidelines.

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

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

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

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee: **\$ 30,000** 100%

100%	Cleary Zimmermann Engineers, LLC.	\$ 30,000
0%	N/A	\$ -

Phase I - SCHEMATIC DESIGN **\$ 4,500** 15%

	Cleary Zimmermann Engineers, LLC.	\$ 4,500
	N/A	\$ -

Phase II - DESIGN DEVELOPMENT **\$ 7,500** 25%

	Cleary Zimmermann Engineers, LLC.	\$ 7,500
	N/A	\$ -

Phase III - CONSTRUCTION DOCUMENTS **\$ 10,500** 35%

	Cleary Zimmermann Engineers, LLC.	\$ 10,500
	N/A	\$ -

Phase IV - REGULATORY REVIEW AND PERMITS **\$ 750** 3%

	Cleary Zimmermann Engineers, LLC.	\$ 750
	N/A	\$ -

Phase V - BIDDING, AWARD, AND EXECUTION **\$ 750** 3%

	Cleary Zimmermann Engineers, LLC.	\$ 750
	N/A	\$ -

Phase VI - CONSTRUCTION ADMINISTRATION **\$ 4,500** 15%

	Cleary Zimmermann Engineers, LLC.	\$ 4,500
	N/A	\$ -

Phase VII - PROJECT CLOSE-OUT	\$ 1,500	5%
Cleary Zimmermann Engineers, LLC.	\$ 1,500	
N/A	\$ -	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Six Hundred Thirty-One (631) calendar days** from the date of this Agreement.

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

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

Agreement Execution Date

11/05/24

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	11/29/24
30% Plans, Specifications and Estimate deliverables	12/03/24
County written authorization to proceed to next phase	12/06/24

Phase II - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	12/20/24
County written authorization to proceed to next phase	12/23/24

Phase III - CONSTRUCTION DOCUMENTS

Site Development Plans application submittal to City	01/22/25
Complete Plans, Specifications and Estimate deliverables	01/02/25
County written authorization to proceed to next phase	01/06/25

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	02/13/25
Plans submittal to TDLR and Permit application submittal to City	02/24/25
Construction Permits received from City	03/26/25

Phase V - BIDDING, AWARD, AND EXECUTION

Permitted Plans and Specifications and Estimate deliverables to County	04/02/25
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County advertises project for Bid	04/23/25
Contract Award	05/23/25

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	05/30/25
Construction Substantial Completion	05/30/26

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	06/29/26
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All services shall be complete on, or before: **07/29/26**

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

Cleary Zimmermann Engineers, LLC.

Aaron Lovelock
Signature of Certifying Official

AARON T LOVELOCK
Printed Name of Certifying Official

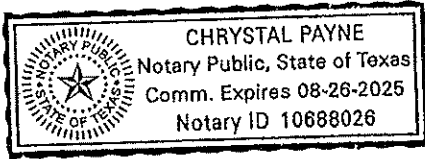
PRINCIPAL | BUILDING MEP
Title of Certifying Official

10/24/2024
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 Aaron Lovelock Signatory Name
the Principal of Cleary Zimmermann Engineers Entity Name, on behalf of said firm.
Signatory Title



Chrystal Payne
Notary Public in and for the
State of Texas

My commission expires: 8/26/2025

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 plumbing 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.
Cleary Zimmermann Engineers
SAN ANTONIO, TX United States

Certificate Number:
2024-1230948

Date Filed:
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

Date Acknowledged:
10/28/2024

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.
4100.1009
Addition of a clean agent fire suppression system to the Williamson County Justice Center Server Room.

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

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.

Cleary Zimmermann Engineers
 SAN ANTONIO, TX United States

Certificate Number:
 2024-1230948

Date Filed:
 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

Date Acknowledged:

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.

4100.1009
 Addition of a clean agent fire suppression system to the Williamson County Justice Center Server Room.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Cleary, Wade	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Wade Cleary, and my date of birth is [REDACTED].

My address is [REDACTED] TX, 78204, 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)

Wade Cleary
 Signature of authorized agent of contracting business entity
 (Declarant)

Commissioners Court - Regular Session

17.

Meeting Date: 11/05/2024

Authorize Issuing RFSQ #25RFSQ7 for MEP, Fire Systems and Commissioning Pool for Facilities Management

Submitted For: Joy Simonton

Submitted By: Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for MEP, Fire Systems and Commissioning Pool, under RFSQ #25RFSQ7.

Background

Pursuant to Chapter 2254, Subchapter A of the Texas Government Code, Williamson County is seeking written responses from qualified architects and engineers to provide as-needed Indefinite Delivery, Indefinite Quantity (IDIQ) design services for a MEPFC Pool. The funding will be from various project sources, the Origination ID No. is 1470 and the point of contact is Dale Butler.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/30/2024 12:06 PM
County Judge Exec Asst.	Becky Pruitt	10/30/2024 01:19 PM
Form Started By: Vickie Johnson		Started On: 10/30/2024 08:52 AM
Final Approval Date: 10/30/2024		

Commissioners Court - Regular Session

18.

Meeting Date: 11/05/2024

Department of Energy Grant

Submitted For: Dale Butler

Submitted By: Gina Wrehsnig, Facilities Management

Department: Facilities Management

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action on ratifying a Department of Energy grant application through the Energy Efficiency and Conservation Block Grant Program.

Background

About the EECBG Program

The Energy Efficiency and Conservation Block Grant (EECBG) Program is a \$550 million grant program funded through the Bipartisan Infrastructure Law. It is designed to assist states, local governments, and Tribes in implementing strategies to reduce energy use, to reduce fossil fuel emissions, and to improve energy efficiency.

Williamson County was first notified of the grant award of \$235,100 on October 17, 2024. The application deadline was October 31, 2024.

The Williamson County Facilities Management Department has reviewed and submitted the application. Facilities Management anticipates utilizing the funds for replacing inefficient HVAC equipment that is at the end of useful life.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Equipment Rebate

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Gina Wrehsnig

Final Approval Date: 10/31/2024

Reviewed By

Becky Pruitt

Date

10/31/2024 10:02 AM

Started On: 10/31/2024 09:40 AM

Equipment Rebate Voucher Applicants

3-Statement of Work for Non-tribal Energy Efficiency and Conservation Block Grant (EECBG) Equipment Rebate Voucher Applicants withOUT a Historic Preservation Programmatic Agreement¹ (PA) Requesting Expedited Reviews for Projects with Possible Ground Disturbing Activities

Check applicable boxes. Note-All boxes must be checked to use this statement of work.

<input checked="" type="checkbox"/>	I represent a <u>non-tribal</u> organization.
<input checked="" type="checkbox"/>	If my organization funds any activities on tribal lands or tribal properties, I understand those activities would be restricted to homes/buildings less than forty-five (45) years old and not located within a historic district, and without ground disturbance. My organization would contact the DOE Project Officer for a <i>Historic Preservation Worksheet</i> to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. I understand the DOE NEPA team must review the <i>Historic Preservation Worksheet</i> and notify my DOE Project Officer before I may begin initiating activities reviewed on the <i>Historic Preservation Worksheet</i> .
<input checked="" type="checkbox"/>	My organization is proposing to complete potentially <u>ground disturbing activities</u> .
<input checked="" type="checkbox"/>	I understand I am required to review the NEPA and Historic Preservation training website: www.energy.gov/node/4816816 and contact my DOE Project Officer with any questions before initiating project activities.
<input checked="" type="checkbox"/>	I understand I am required to review my <i>NEPA determination</i> (the DOE form that documents DOE’s environmental review of project activities) once I have an approved award from the DOE Contracting Officer. I will contact my DOE Project Officer with questions on my award documents.
<input checked="" type="checkbox"/>	I understand this <i>Statement of Work (SOW)</i> requires quarterly submission of NEPA documentation, in the form of a <i>NEPA Log</i> . Sample <i>NEPA Logs</i> can be found at: www.energy.gov/node/4816816 . <i>NEPA Logs</i> must be submitted to EECBG.NEPA@ee.doe.gov and your DOE Project Officer.
<input checked="" type="checkbox"/>	I understand I am required to submit an annual <i>Historic Preservation Report</i> at https://forms.office.com/g/kAFs0N7CZH .
<input checked="" type="checkbox"/>	I understand if I propose activities not listed below, I must contact my DOE Project Officer who will review the proposal for program eligibility. Additional NEPA review will be required including the possible submission of an <i>Environmental Questionnaire 1</i> form (EQ1). I will not initiate any activities without approval from the DOE Contracting Officer.

By signing below, Williamson County (enter Applicant organization) provides assurance that it shall only fund projects (including subgrants) that fall within the Blueprints and Additional Activities listed below and will follow all restrictions defined below.

¹ Determine if your project is located in a jurisdiction with a *Historic Preservation Programmatic Agreement* by checking this website: <https://www.energy.gov/node/812599>.

Blueprints and Additional Activities:

All proposed project activities and equipment funded from *Administrative and Legal Requirements Documents* (ALRD), and all proposed project activities and equipment funded under *Financial Incentive Programs*, must be listed below. Activities and equipment not listed below would require submission of an *Environmental Questionnaire 1* form (EQ1).

This Statement of Work is organized around [EECBG Program Blueprints](#). Applicants that plan to use a Blueprint should identify their selected Blueprint number and ensure that their proposed activities align with this Statement of Work. Applicants that do not plan to use a Blueprint may find that their proposed activities are covered under one of the Blueprint headers or the “Additional Activities” section. Please review each item carefully to determine if proposed activities are included in this Statement of Work.

Blueprints:

1. **Blueprint #2A:** Funding commercially available, energy efficient, grid-interactivity, electrification and renewable energy upgrades; provided that projects are installed in or on existing buildings less than 45 years old (or within the boundaries of a facility less than 45 years old, defined as an already disturbed area due to regular ground maintenance), are not within a historic district, do not require tree removal or tree trimming, do not require structural reinforcement, and are limited to:
 - a. Installation of insulation.
 - b. Installation of energy efficient lighting and light poles (may be installed within a maintained utility easement if no trees are removed).
 - c. HVAC upgrades to existing systems.
 - d. Weather sealing and duct sealing.
 - e. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
 - f. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
 - g. Retrofit and replacement of windows and doors.
 - h. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
 - i. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
 - j. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.

2. **Blueprint #2B:** Energy Savings Performance Contracts for Efficiency and Electrification in Buildings, activities limited to:
 - a. Funding commercially available energy efficiency or renewable energy upgrades; provided that are installed in or on existing buildings less than 45 years old (or within the boundaries of a facility less than 45 years old, defined as an already disturbed area due to

regular ground maintenance), are not within a historic district, do not require tree removal or tree trimming, do not require structural reinforcement, and are limited to:

- i. Installation of insulation.
- ii. Installation of energy efficient lighting and light poles (may be installed within a maintained utility easement if no trees are removed).
- iii. HVAC upgrades (to existing systems).
- iv. Weather sealing and duct sealing.
- v. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
- vi. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
- vii. Retrofit and replacement of windows and doors.
- viii. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
- ix. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
- x. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.

- b. Post-implementation measurement & verification limited to data analysis (e.g.: metering/usage/temperature), which may include monitoring devices installed on equipment, but not on buildings.

3. **Blueprint #2C: Building Efficiency & Electrification Campaign**, activities limited to:

- a. Building Energy Efficiency: Funding commercially available energy efficiency or renewable energy upgrades; provided that projects are installed in or on existing buildings less than 45 years old (or within the boundaries of a facility less than 45 years old, defined as an already disturbed area due to regular ground maintenance), are not within a historic district, do not require tree removal or tree trimming, do not require structural reinforcement, and are limited to:
 - i. Installation of insulation.
 - ii. Installation of energy efficient lighting and light poles (may be installed within a maintained utility easement if no trees are removed).
 - iii. HVAC upgrades to existing systems.
 - iv. Weather sealing and duct sealing.
 - v. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
 - vi. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
 - vii. Retrofit and replacement of windows and doors.

- viii. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
 - ix. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
 - x. Electrical system upgrades limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.
4. **Blueprint #3A: Solar and Battery Storage - Power Purchase Agreements and Direct Ownership, activities limited to:**
- a. Installation of renewable energy technology, provided that projects are installed in or on existing buildings less than 45 years old (or within the boundaries of a facility less than 45 years old, defined as an already disturbed area due to regular ground maintenance), are not within a historic district, does not require tree removal or tree trimming, does not require structural reinforcement, and are limited to Solar Electricity/Photovoltaic systems not to exceed 60 kW DC.
 - b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects are installed in or on existing buildings less than 45 years old, are not within a historic district (or within the boundaries of a facility less than 45 years old, defined as an already disturbed area due to regular ground maintenance), does not require tree removal or tree trimming, does not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.
5. **Blueprint #3B: Community Solar, activities limited to:**
- a. Installation of solar electricity/photovoltaic (PV) systems , provided that projects are installed in or on existing buildings less than 45 years old (or within the boundaries of a facility less than 45 years old, defined as an already disturbed area due to regular ground maintenance), are not within a historic district, does not require tree removal or tree trimming, does not require structural reinforcement, and are not to exceed 60 kW DC.
 - b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects are installed in or on existing buildings less than 45 years old (or within the boundaries of a facility less than 45 years old, defined as an already disturbed area due to regular ground maintenance), are not within a historic district, do not require tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.
6. **Blueprint #3C: Solarize Campaign, activities limited to:**
- a. Installation of solar electricity/photovoltaic (PV) systems , provided that projects are installed in or on existing buildings less than 45 years old (or within the boundaries of a facility less than 45 years old, defined as an already disturbed area due to regular ground maintenance), are not within a historic district, do not require tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
 - b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects are installed in or on existing buildings less than 45 years old (or within the boundaries of a facility less than 45 years old, defined as an already disturbed area due to regular ground maintenance), are not within a historic district, do

not require tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

7. **Blueprint #3D: Renewable Resource Planning**, activities limited to:
 - a. Installation of solar electricity/photovoltaic (PV) systems, provided that technologies are installed in or on existing buildings less than 45 years old (or within the boundaries of a facility less than 45 years old, defined as an already disturbed area due to regular ground maintenance), are not within a historic district, do not require tree removal or tree trimming, do not require structural reinforcement, and are not to exceed 60 kW DC.
 - b. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that systems are installed in or on existing buildings less than 45 years old (or within the boundaries of a facility less than 45 years old, defined as an already disturbed area due to regular ground maintenance), are not within a historic district, do not require tree removal or tree trimming, do not require structural reinforcement, and are appropriately sized not to exceed 1,000 kWh.

8. **Blueprint #4A: Electric Vehicles for Fleets and Fleet Electrification**, activities limited to:
 - a. Purchase of alternative fuel vehicles, including electric vehicles and plug-in hybrid vehicles.
 - b. Installation of electric vehicle supply equipment (EVSE), including testing measurements to assess the safety and functionality of the EVSE (restricted to existing footprints and areas of previous ground disturbance within an existing parking facility, defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles). All activities must use reversible, non-permanent techniques for installation, and where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity. EVSE shall be placed in minimally visibly-intrusive area; use colors complementary to surrounding environment, where possible, and be limited to the current electrical capacity. This applies to Level 1, Level 2, and Level 3 (also known as Direct Current (DC) Fast Charging) EVSE for community and municipal fleets.

9. **Blueprint #4B: Electric Vehicle Charging Infrastructure**, activities limited to:
 - a. Installation of electric vehicle supply equipment (EVSE), including testing measurements to assess the safety and functionality of the EVSE (restricted to existing footprints and areas of previous ground disturbance within an existing parking facility, defined as any building, structure, land, right-of-way, facility, or area used for parking of motor vehicles). All activities must use reversible, non-permanent techniques for installation, and where appropriate, use the lowest profile EVSE reasonably available that provides the necessary charging capacity. EVSE shall be placed in minimally visibly intrusive area; use colors complementary to surrounding environment, where possible, and be limited to the current electrical capacity. This applies to Level 1, Level 2, and Level 3 (also known as Direct Current (DC) Fast Charging) EVSE for community and municipal fleets.

Additional Activities:

10. Building Energy Efficiency: Funding commercially available energy efficiency or renewable energy upgrades, provided that are installed in or on existing buildings less than 45 years old (or within the boundaries of a facility less than 45 years old, defined as an already disturbed area due to regular ground maintenance), are not within a historic district, do not require tree removal or tree trimming, do not require structural reinforcement, are appropriately sized, and are limited to:
 - a. Installation of insulation.
 - b. Installation of energy efficient lighting and light poles (may be installed within a maintained utility easement if no trees are removed).
 - c. HVAC upgrades to existing systems.
 - d. Weather sealing and duct sealing.
 - e. Purchase and installation of energy/water-efficient residential and commercial appliances and equipment (including, but not limited to, grid-interactive building technologies, energy or water monitoring and control systems, thermostats, heat pumps, air conditioners, and related software).
 - f. Retrofit of energy efficient pumps and motors (for such uses as, but not limited to, wastewater treatment plants) where it would not alter the capacity, use, mission, or operation of an existing facility.
 - g. Retrofit and replacement of windows and doors.
 - h. Installation of electric appliances (including replacement of appliances that utilize fossil fuels with electric appliances) such as heat pumps for water heating, air heating/cooling, electric dryers, and stoves.
 - i. Retrofit and installation of energy-efficient commercial kitchen equipment, such as efficient refrigerators, freezers, dishwashers.
 - j. Electrical system upgrades required to enable energy efficient/clean energy. Measures limited to electric panel upgrades, updated wiring and conduit, grounding, and arc-fault circuit interrupter (AFCI) and ground-fault circuit interrupter (GFCI) breakers.

11. Installation of renewable energy technology, provided that projects are installed in or on existing buildings less than 45 years old (or within the boundaries of a facility less than 45 years old, defined as an already disturbed area due to regular ground maintenance), are not within a historic district, do not require tree removal or tree trimming, do not require structural reinforcement, are appropriately sized, and are limited to:
 - a. Solar Electricity/Photovoltaic—appropriately sized systems not to exceed 60kW (including community solar projects)
 - b. Wind Turbines 20 kW or smaller
 - c. Solar thermal systems (including solar thermal hot water) limited to 200,000 BTU per hour or smaller.
 - d. Ground source heat pumps limited to horizontal/vertical, ground, closed-loop systems with a capacity of 5.5 tons or smaller installed in buildings less than 45 years old.

12. Biomass thermal systems, provided that are installed in existing buildings less than 45 years old, are not within a historic district do not require structural reinforcement, are appropriately sized, and limited to 3 MMBTUs per hour or smaller, with appropriate regulatory permits obtained and Best Available Control Technologies (BACT) installed and operated.

13. Purchase of alternative fuel vehicles, hybrids, and electric vehicles.
14. Installation of fueling pumps and systems (but not storage tanks) for fuels such as compressed natural gas, hydrogen, ethanol, and other commercially available biofuels, provided that projects are installed on a current fueling station site, do not impact structures 45 years old or older, are not located within a historic district, do not require tree removal or tree trimming, are appropriately sized, and obtain the appropriate permits, and comply with regulatory requirements.
15. Installation of energy storage systems, including electrochemical and thermal storage systems, provided that projects are installed in or on existing buildings less than 45 years old (or within the boundaries of a facility less than 45 years old, defined as an already disturbed area due to regular ground maintenance), are not within a historic district, do not require tree removal or tree trimming, do not require structural reinforcement, are appropriately sized not to exceed 1,000 kWh, obtain the appropriate permits, and comply with regulatory requirements.

The Applicant is responsible for informing DOE of any extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant impacts on the environment or any inconsistency with the “integral elements” from a particular project. See 10 C.F.R. Part 1021 Appendix B, and the DOE’s online NEPA and historic preservation training at www.energy.gov/node/4816816 to reviews these concepts.

Expedited NEPA review based on this NEPA Statement of Work and supporting documents does not preclude DOE from conducting stewardship activities, including audits, and site visits, or from exercising any other rights under the EECBG program.

By signing below, the Applicant, agrees to follow all the statements and restrictions in this document; review and comply with the *NEPA Determination* (included in their Applicant award documents); review the DOE’s NEPA and Historic Preservation training website, and submit quarterly *NEPA Logs*. DOE has developed a NEPA and Historic Preservation training website which contains PowerPoint presentations, sample template documents (including a *NEPA Log*, project *scope of work*, and a project *layout*), a Word template of the *Environmental Questionnaire I (EQI)*, and an *EQI Submission Guide* at www.energy.gov/node/4816816. Applicants are responsible for reviewing these trainings and reviewing the sample documents prior to initiating projects. Recipients must contact their DOE Project Officer with any questions. Subgrantees should also review the NEPA and Historic Preservation training website prior to initiating projects. Zucchini

Brandon Kent 10/29/2024
 Authorized Signature Date

Name (Printed or typed): Brandon Kent

Title (Printed or typed): Planner

Organization (Printed or typed): Williamson County

Commissioners Court - Regular Session

19.

Meeting Date: 11/05/2024

LRE 23RFSQ79 R&B WA2 SA1 Groundwater Svcs Trinity Aquifer

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 2 under Williamson County Contract between LRE Water, LLC and Williamson County dated December 20, 2023 for Groundwater Services Relating to the Trinity Aquifer Within Williamson County East of I-35. Funding source: 445P.

Background

This supplemental is to extend the expiration date to December 31, 2025. The current Work Authorization dollar amount will remain the same.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LRE 23RFSQ79 R&B WA2 SA1 Groundwater Svcs Trinity Aquifer

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 10/28/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

10/28/2024 09:28 AM

10/28/2024 04:00 PM

Started On: 10/25/2024 04:14 PM

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

**WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Groundwater Services Relating to the Trinity Aquifer Within Williamson County East of I-35**

This Supplemental Work Authorization No. 1 to Work Authorization No. 2 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated December 20, 2023 (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **LRE Water, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 2 dated effective August 6, 2024 (the “Work Authorization”);

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

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

AGREEMENT

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


- I. The above referenced Work Authorization termination date shall be modified to **December 31, 2025**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).

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

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

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

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

FIRM: 
By: _____

Signature

Jordan Furnans

Printed Name

Vice President - TX Operations

Title

10/25/2024

Date

COUNTY:
By: _____

Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

Date

Attachment C - Work Schedule

LRE Water, LLC. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session

20.

Meeting Date: 11/05/2024

LRE 23RFSQ79 R&B WA3 SA1 Groundwater Svcs Trinity Aquifer

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 3 under Williamson County Contract between LRE Water, LLC and Williamson County dated December 20, 2023 for Groundwater Services Relating to the Trinity Aquifer Within Williamson County East of I-35. Funding source: 445P.

Background

This supplemental is to extend the expiration date to December 31, 2025. The current Work Authorization dollar amount will remain the same.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

LRE 23RFSQ79 R&B WA3 SA1 Groundwater Svcs Trinity Aquifer

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 10/28/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

10/28/2024 09:28 AM

10/28/2024 03:59 PM

Started On: 10/25/2024 04:15 PM

SUPPLEMENTAL WORK AUTHORIZATION NO. 1
TO
WORK AUTHORIZATION NO. 3

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Groundwater Services Relating to the Trinity Aquifer Within Williamson County East of I-35

This Supplemental Work Authorization No. 1 to Work Authorization No. 3 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated December 20, 2023 (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **LRE Water, LLC** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 3 dated effective August 20, 2024 (the “Work Authorization”);

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

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

AGREEMENT

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

- I. The above referenced Work Authorization termination date shall be modified to **December 31, 2025**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).

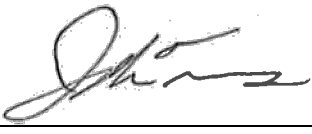
County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Supplemental Work Authorization. Firm understands and agrees that County’s payment of amounts under this Supplemental Work Authorization is contingent on the County receiving appropriations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

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

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

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

FIRM:

By:  _____

Signature

Jordan Furnans

Printed Name

Vice President - TX Operations

Title

10/25/2024

Date

COUNTY:

By: _____

Signature

Bill Gravell, Jr.

Printed Name

Williamson County Judge

Title

Date

Attachment C - Work Schedule

LRE Water, LLC. will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session

21.

Meeting Date: 11/05/2024

Williamson County MUD No 52

Submitted For: Adam Boatright

Submitted By: Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Williamson County MUD No. 52.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

TCEQ Comment Letter - Wm Co MUD 52

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Adam Boatright

Final Approval Date: 10/31/2024

Reviewed By

Becky Pruitt

Date

10/31/2024 12:32 PM

Started On: 10/31/2024 11:47 AM



Williamson County Courthouse

710 Main Street, Georgetown, TX 78626

512.943.1100

wilcotx.gov

NOVEMBER 5, 2024

OFFICE OF THE CHIEF CLERK
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
MC-105, TCEQ
P.O. BOX 13087
AUSTIN, TX 78711-3087

RE: WILLIAMSON COUNTY MUD NO. 52
TCEQ INTERNAL CONTROL NO. D-05232024-057
CN: 606267359 RN: 111979654

To Whom It May Concern:

Williamson County writes in response to your notice dated August 16, 2024, copy attached, regarding the submission of a petition for the creation of the above-referenced Williamson County MUD No. 52 of Williamson County ("District"). The County opposes the creation of the proposed District unless certain conditions are met.

The County is requesting a contested case hearing.

The County understands that this is a formal protest proceeding and tenders its opinion, findings, conclusions, and any other information that would assist the TCEQ.

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



Williamson County Courthouse

710 Main Street, Georgetown, TX 78626

512.943.1100

wilcotx.gov

For example, the County notes that, in your notice item (4), the District seeks traditional road powers including:

“(4) to purchase, construct, acquire, improve, or extend inside or outside or its boundaries such additional facilities, systems, plants and enterprises, road facilities, and park and recreational facilities, as shall be consonant with the purposes for which the District is created.”

However, the District does not state that it will not convey the road, particularly the maintenance, to the County without limitation. Considering the recent legislative changes outlined below, the County no longer accepts roads from newly created MUDs into the County’s maintenance system.

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

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

ROADS

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

Furthermore, the Owner will dedicate to the County, in fee simple and free and clear of all liens and encumbrances, at no cost to the County, through plat or otherwise, as determined by the County, 100% of the right-of-way required for any roads which are



Williamson County Courthouse

710 Main Street, Georgetown, TX 78626

512.943.1100

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shown within the boundaries of the Land as arterial roadways (“Arterial(s)”) in the LRTP. The County agrees that it or another governmental entity will be responsible for the design and construction of any Corridor Project and paying the cost for same. The District shall be solely responsible for any maintenance, repair or reconstruction or both of any Subdivision Road, including paying the cost for same, and, except for traffic operations, the County shall not be responsible those items.

Additionally, MUDs will place an even greater burden on law enforcement, emergency medical, fire and animal control services that are already very strained in the county and that, not only will the health and safety of the residents of the developer’s MUD be affected, all other residents for which the county provides such services will also be affected. The first MUD in Williamson County came in 1974 and in the last 10 years the number of MUDs has almost doubled versus the previous 38 years, growing from 41 MUDs to 80 and acreage has increased by 15,620 acres (72% increase) in the last 10 years. In the last 20 years the numbers of MUDs have grown by 627% (from 11 to 80 MUDs) and acreage has grown by 319% (8,926 to 37,373 acres). The burden is too great on the County without the long- term commitment of the MUDS to also bear the burden of growth on the services normally provided by cities and now attempting to be shifted to the County.

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

As referenced above, the County opposes the creation of this MUD and requests a contested case hearing.

Sincerely,

Bill Gravell, Jr.
Williamson County Judge

Enc.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



NOTICE OF DISTRICT PETITION
TCEQ Internal Control No. D-05232024-057

PETITION. VORWERK FARMS, LLC, a Texas limited liability company (Petitioner) filed a petition for the creation of Williamson County Municipal Utility District No. 52 (District) with the Texas Commission on Environmental Quality (TCEQ). The petition was filed pursuant to Article XVI, § 59 and Article III, § 52 of the Constitution of the State of Texas; Chapters 49 and 54 of the Texas Water Code; 30 Texas Administrative Code Chapter 293; and the procedural rules of the TCEQ.

The petition states that: (1) the Petitioner holds title to a majority in value of the land to be included in the proposed District; (2) there is no lienholder on the property other than Texas Farm Credit Services, FLCA; (3) the proposed District will contain approximately 152.29 acres of land, more or less, located entirely within Williamson County, Texas; (4) no portion of land within the proposed District is within the corporate limits or extraterritorial jurisdiction of any city, town or village in Texas.

The territory to be included in the proposed District is depicted in the vicinity map designated as Exhibit "A," which is attached to this document.

The petition further states that the proposed District will (1) purchase, construct, acquire, improve, or extend inside or outside of its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary or helpful to supply and distribute water for municipal, domestic, and commercial purposes; (2) to collect, transport, process, dispose of and control domestic, and commercial wastes; (3) to gather, conduct, divert, abate, amend and control local stormwater or other local harmful excesses of water in the District; and (4) to purchase, construct, acquire, improve, or extend inside or outside of its boundaries such additional facilities, systems, plants and enterprises, road facilities, and park and recreational facilities, as shall be consonant with the purposes for which the District is created.

According to the petition, a preliminary investigation has been made to determine the cost of the project, and it is estimated by the Petitioners, from the information available at this time, that the cost of said project will be approximately \$43,255,000 (\$35,200,000 for water, wastewater, and drainage facilities, \$1,955,000 for recreational and \$6,100,000 for road facilities).

CONTESTED CASE HEARING. The TCEQ may grant a contested case hearing on this petition if a written hearing request is filed within 30 days after the newspaper publication of this notice.

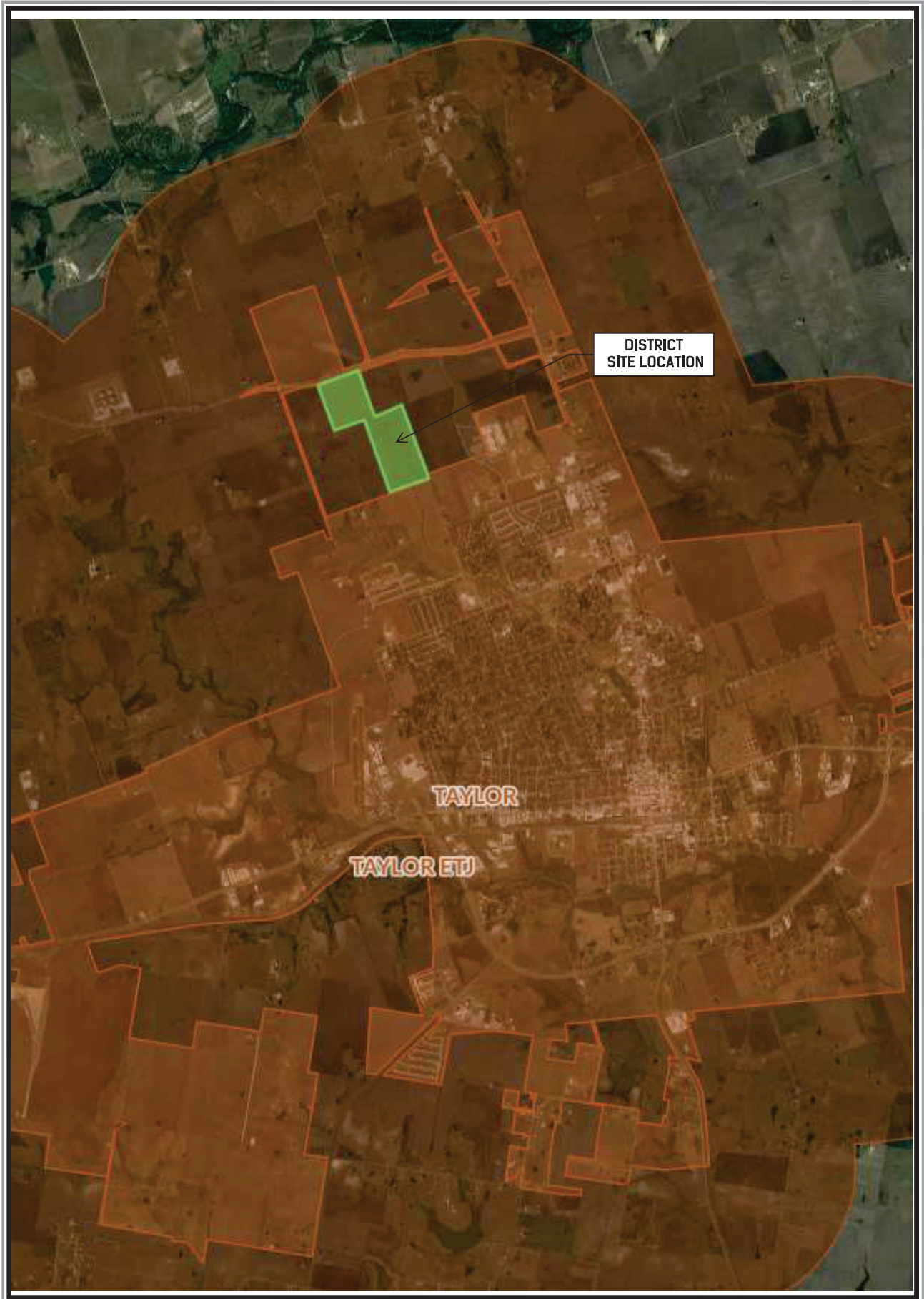
To request a contested case hearing, you must submit the following: (1) your name (or for a group or association, an official representative), mailing address, daytime phone number, and fax number, if any; (2) the name of the Petitioners and the TCEQ Internal Control Number; (3) the statement "I/we request a contested case hearing"; (4) a brief description of how you would be affected by the petition in a way not common to the general public; and (5) the location of your property relative to the proposed District's boundaries. You may also submit your proposed adjustments to the petition which would satisfy your concerns. Requests for a

contested case hearing must be submitted in writing to the Office of the Chief Clerk at the address provided in the information section below.

The Executive Director may approve the petition unless a written request for a contested case hearing is filed within 30 days after the newspaper publication of this notice. If a hearing request is filed, the Executive Director will not approve the petition and will forward the petition and hearing request to the TCEQ Commissioners for their consideration at a scheduled Commission meeting. If a contested case hearing is held, it will be a legal proceeding similar to a civil trial in state district court.

INFORMATION. Written hearing requests should be submitted to the Office of the Chief Clerk, MC-105, TCEQ, P.O. Box 13087, Austin, TX 78711-3087. For information concerning the hearing process, please contact the Public Interest Counsel, MC-103, at the same address. General information regarding TCEQ can be found at our web site <http://www.tceq.texas.gov/>.

Issued: August 16, 2024



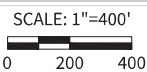
© 0411510002-201675-Design_Cuaps_Drawing.dwg, 2022/06/14 2:23pm, rthoefl

WILLIAMSON COUNTY MUD #52

(OR NEXT AVAILABLE NUMERICAL DESIGNATION)



SITE LOCATION MAP



CUDE ENGINEERS
12301 RESEARCH BLVD.,
BUILDING V, #160,
AUSTIN, TX 78759
P:(512) 260.9100

Commissioners Court - Regular Session

22.

Meeting Date: 11/05/2024

Ballot WCAD

Submitted By: Becky Pruitt, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on casting votes for the Williamson Central Appraisal District Board of Directors.

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Ballot

Form Review

Inbox

County Judge Exec Asst. (Originator)

Form Started By: Becky Pruitt

Final Approval Date: 10/31/2024

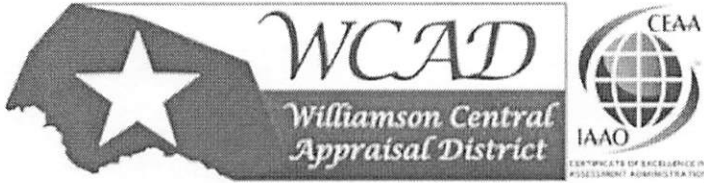
Reviewed By

Becky Pruitt

Date

10/31/2024 03:22 PM

Started On: 10/31/2024 03:18 PM



"Our mission is to provide an accurate, fair and cost-effective appraisal roll while maintaining high levels of transparency and giving industry leading customer service to the consumers of our data and services."

October 28, 2024

Bill Gravell, Judge
Williamson County/RFM
710 S. Main St Suite 101
Georgetown, TX 78626-5701

Dear Judge Bill Gravell:

Attached is the official ballot listing the nominees submitted for the Board of Directors for the Williamson Central Appraisal District in accordance with Section 6.03 of the Texas Property Tax Code. You will also find attached a short biography for each nominee.

The ballot lists the total number of votes available for your unit to cast. Please note, you may distribute these votes amongst the listed candidates at your discretion.

We are required to have two members serve a one-year term. To ensure we have two members serving a one-year term, those two members with the most votes for a one-year term will be elected and should those same members also receive votes for a three-year term, those three-year votes will be added to their one-year term votes. We are required to have three members serve a three-year term. All other nominees' votes (either for one- or three-year term) will be counted and those with the three highest vote totals will be elected to a three-year term.

According to Section 6.03 of the Texas Property Tax Code each taxing unit must determine their vote by resolution and submit it to the Chief Appraiser **before December 15, 2024.**

Please note legislation from HB988 affecting Georgetown ISD, Hutto ISD, Leander ISD, Round Rock ISD and Williamson County.

Section 6.03 (k-1) of the Texas Property Tax Code:

*The governing body of each taxing unit entitled to cast at least five percent of the total votes must determine its vote by resolution adopted at the **first or second open meeting** of the governing body that is held **after the date the chief appraiser delivers the ballot** to the presiding officer of the governing body. The governing body **must submit its vote to the chief appraiser not later than the third day following the date the resolution is adopted.***

If you have any questions, please feel free to call.

With Kindest Regards,

Alvin Lankford
Chief Appraiser

BOARD OF DIRECTORS ~ ENTITY APPOINTED
JON LUX, CHAIRMAN
LORA H. WEBER, VICE-CHAIRMAN
HARRY GIBBS
MICHAEL WEI
LISA BIRKMAN
LARRY GADDES

BOARD OF DIRECTORS ~ PUBLICLY ELECTED
HOPE HISLE-PIPER, SECRETARY
MIKE SANDERS
MASON MOSES

CHIEF APPRAISER Alvin Lankford
alvinl@wcad.org

Williamson Central Appraisal District Board of Directors Nominees Official Ballot 2024

INSTRUCTION NOTE:

Indicate your vote for the candidate or candidates of your choice by placing the number of votes in the blank beside the candidate or candidates' name.

ENTITY Williamson County/RFM **NUMBER OF VOTES** 1145

NOMINEES	1 YEAR TERM	3 YEAR TERM
BIRKMAN, LISA		
GIBBS, HARRY		
LUX, JON		
WEBER, LORA		
WEI, MICHAEL		

NOMINEES	3 YEAR TERM
FOX, SUNNIE	
UFOMATA, ANJALICIA "ANGIE"	

ATTEST:

Signature

Date

Commissioners Court - Regular Session

23.

Meeting Date: 11/05/2024

EPCOR

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and deliberate matters relating to the non-profit status of EPCOR/130 Regional Water Supply Corporation.

Background

Missing Custom Expenditures Program, please contact Destiny Software

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: Hal Hawes

Final Approval Date: 10/28/2024

Reviewed By

Becky Pruitt

Date

10/28/2024 03:58 PM

Started On: 10/28/2024 03:25 PM

Commissioners Court - Regular Session

24.

Meeting Date: 11/05/2024

Bickerstaff engagement agreement-hernandez

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in relation to the matter of 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; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

engagement letter - bickerstaff

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Shannon Francis

Final Approval Date: 10/31/2024

Reviewed By

Becky Pruitt

Date

10/31/2024 12:29 PM

Started On: 10/31/2024 10:25 AM

Bickerstaff Heath Delgado Acosta LLP

Two Barton Skyway, 1601 S. Mopac Expressway, Suite C400, Austin, TX 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of **Williamson County**.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Gunnar P. Seaquist, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B. In order to begin our representation of you in this matter, we require a retainer in the amount of \$5000.00 which will not be billed against. This retainer is held in our trust account as a good faith deposit until the matter is concluded, when it shall be returned to you. However, if your account becomes delinquent, we may apply the retainer to satisfy outstanding invoices and require additional retainer deposits prior to continuing representation. This retainer is not an estimate or limit of fees.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. If any invoice is not paid within 30 days after its stated date, interest at the rate of 1 ½ percent per month (18 percent per annum) will accrue on the balance due. However, if at any time 18 percent per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law. We will include all information reasonably requested by

you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to you and Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

Williamson County

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By: _____



By: _____
Gunnar P. Seaquist

[Printed name]

Title: _____

Date: _____

cc: Billing Department

Exhibit A – Scope of Services
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Representation in auto liability case - 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

- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B – Billing Rates
Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2024 Billing Rate
Albright, Stefanie	\$385
Arnold, Philip	\$385
Caputo, Cobby	\$435
Gonzalez, Vanessa	\$400
Heath, Bob	\$510
Katz, Joshua	\$385
Kimbrough, Chuck	\$355
Maxwell, Susan	\$400
Miller, Gregory	\$385
Rogers, Emily	\$400
Russell, Claudia	\$395
Seaquist, Gunnar	\$385
Than, Catherine	\$400
Weller, Steven	\$395
Kelley, Kimberly	\$310
Labashosky, Sara	\$320
Robinson, Lori	\$335
Caroom, Doug	\$470
Delgado, Hector	\$455
Dugat, Bill	\$405
Falk, Syd	\$470
Pagan, Kevin	\$420
Legal Assistants/Specialists	\$210
McCall, Sherry	\$260

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

Copies and Prints

Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Exhibit D—Verification Required by Texas Government Code Chapter 2271
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.



SIGNED BY:

Gunnar P. Seaquist

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and Williamson County.

Commissioners Court - Regular Session

25.

Meeting Date: 11/05/2024

bickerstaff engagement agreement (turcios)

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the engagement of the law firm of Bickerstaff Heath Delgado Acosta LLP to represent Williamson County in relation to the matter of Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al.; In the 425th Judicial District Court of Williamson County, Texas; and exemption of these services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Texas Local Government Code § 262.024(a)(4).

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

engagement letter - bickerstaff

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Shannon Francis

Final Approval Date: 10/31/2024

Reviewed By

Becky Pruitt

Date

10/31/2024 12:30 PM

Started On: 10/31/2024 10:33 AM

Bickerstaff Heath Delgado Acosta LLP

Two Barton Skyway, 1601 S. Mopac Expressway, Suite C400, Austin, TX 78746

ENGAGEMENT AGREEMENT

This agreement sets forth the standard terms of our engagement as your attorneys. Unless modified in writing by mutual agreement, these terms will be an integral part of our agreement with you. Therefore, we ask that you review this agreement carefully and contact us promptly if you have any questions. Please retain this agreement in your file.

Identity of Client. We will be representing the interests of **Williamson County**.

Attorneys. Bickerstaff Heath Delgado Acosta LLP is engaged by you as your attorneys, and I, Gunnar P. Seaquist, will be the partner who will coordinate and supervise the services we perform on your behalf. We routinely delegate selected responsibilities to other persons in our Firm when, because of special expertise, time availability or other reasons, they are in a better position to carry them out. In addition, we will try, where feasible and appropriate, to delegate tasks to persons who can properly perform them at the least cost to you.

The Scope of Our Work. You should have a clear understanding of the legal services we will provide. We will provide services related only to matters as to which we have been specifically engaged. Although in the future we may from time to time be employed on other matters, our present relationship is limited to representing the above-named client in the matters described in Exhibit A. We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of your legal matters are expressions of our best professional judgment, but are not guarantees. Such opinions are necessarily limited by our knowledge of the facts and are based on the state of the law at the time they are expressed. We cannot guarantee the success of any given matter, but we will strive to represent your interests professionally and efficiently.

Fees for Legal Services. Our charges for professional services are customarily based on the time devoted to the matter, the novelty and difficulty of the questions presented, the requisite experience, reputation and skill required to deal with those questions, time limitations imposed by the circumstances, and the amount involved and the results obtained. Unless otherwise indicated in writing, our fees for legal services are determined on the basis of the hourly rates of the respective lawyers and other timekeepers who perform the services. These rates vary depending on the expertise and experience of the individual. We adjust these rates annually, increasing them to reflect experience, expertise, and current economic conditions. We will notify you in writing if this fee structure is modified. The initial agreed billing rates for attorneys and other timekeepers engaged on your work are attached as Exhibit B. In order to begin our representation of you in this matter, we require a retainer in the amount of \$5000.00 which will not be billed against. This retainer is held in our trust account as a good faith deposit until the matter is concluded, when it shall be returned to you. However, if your account becomes delinquent, we may apply the retainer to satisfy outstanding invoices and require additional retainer deposits prior to continuing representation. This retainer is not an estimate or limit of fees.

Other Charges. All out-of-pocket expenses (such as copying charges, travel expenses, messenger expenses, filing and other court costs, and the like) incurred by us in connection with our representation of you will be billed to you as a separate item on your statement. A description of the most common expenses is included as Exhibit C and agreed to as part of this agreement.

Billing Procedures and Terms of Payment. Our billing period begins on the 16th of the month and ends on the 15th of the following month. We will render periodic invoices to you for legal services and expenses. We usually mail these periodic invoices on or before the last day of the month following the latest date covered in the statement. Each invoice is due upon receipt, must be paid in U.S. Dollars, and is considered delinquent if not paid in full within 30 days of its stated date. Payment must be made to the Firm at 3711 S. MoPac Expressway, Building One, Suite 300, Austin, Texas, 78746. If any invoice is not paid within 30 days after its stated date, interest at the rate of 1 ½ percent per month (18 percent per annum) will accrue on the balance due. However, if at any time 18 percent per annum exceeds the highest interest rate permitted by applicable law, then the interest rate that will be applied to any overdue amounts will be reduced to the maximum rate permitted under applicable law. We will include all information reasonably requested by

you on all invoices and will reference any purchase order number provided by you. Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices. If you have any question or disagreement about any invoice that we submit to you for payment, please contact me at your earliest convenience so that we can resolve any problems without delay. Typically, such questions or disagreements can be resolved to the satisfaction of both sides with little inconvenience or formality.

Termination of Services. You have the right at any time to terminate our employment upon written notice to us, and if you do we will immediately cease to render additional services. We reserve the right to discontinue work on pending matters or terminate our attorney-client relationship with you at any time that payment of your account becomes delinquent, subject to Court approval if necessary. In the event that you fail to follow our advice and counsel, or otherwise fail to cooperate reasonably with us, we reserve the right to withdraw from representing you upon short notice, regardless of the status of your matter. No termination, whether by you or by us, will relieve you of the obligation to pay fees and expenses incurred prior to such termination.

Retention of Documents. Although we generally attempt to retain for a reasonable time copies of most documents in the possession of this Firm related to the matter(s) described in Exhibit A, we are not obligated to do so indefinitely, and we hereby expressly disclaim any responsibility or liability for failure to do so. We generally attempt to furnish copies of all documents and significant correspondence to you at the time they are created or received, and you agree to retain all originals and copies of documents you desire among your own files for future reference. This document serves as notice to you that we will destroy such materials in accordance with the Firm's record retention policy, which may be amended from time to time and a copy of which will be provided at your request. It is our Firm's policy to destroy all copies, whether in paper or electronic form, of materials in connection with the representation seven (7) years after the completion of our work relating to this engagement or the completion of a particular project under this engagement, unless and to the extent an exception recognized in our document retention policy or other legal requirement applies to some or all of the subject materials and requires retention for a longer period of time. The Firm also reserves the discretion to retain its records of pertinent documents relating to its ongoing representation of a client, e.g. in a general counsel capacity. If you would like to obtain copies of materials in the Firm's possession related to this matter prior to the scheduled destruction of the materials, please notify the Firm. Because you will have been furnished with copies of all relevant materials contained in our files during the course of the active phase of our representation, if you later ask us to retrieve and deliver materials contained in a file that has been closed, you agree that we will be entitled to be paid a reasonable charge for the cost of retrieving the file, and identifying, reproducing, and delivering the requested materials to you.

Fee Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Our attorneys do their best to estimate fees and expenses for particular matters when asked to do so. However, an estimate is just that, and the fees and expenses required are ultimately a function of many conditions over which we have little or no control, especially in litigation or negotiation situations where the extent of necessary legal services may depend to a significant degree upon the tactics of the opposition. Unless otherwise agreed in writing with respect to a specific matter, all estimates made by us will be subject to your agreement and understanding that such estimates do not constitute maximum or fixed-fee quotations and that the ultimate cost is frequently more or less than the amount estimated.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, United States of America, without giving effect to its choice of laws provisions. Venue of any case or controversy arising under or pursuant to this Agreement will be exclusively in Travis County, Texas, United States of America.

Standards of Professionalism and Attorney Complaint Information. Pursuant to rules promulgated by the Texas Supreme Court and the State Bar of Texas, we hereby advise you that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. Information on the grievance procedures is available from the State Bar of Texas, and any questions you have about the disciplinary process should be addressed to the Office of the General Counsel of the State Bar of Texas, which you may call toll free at 1-800-932-1900.

Questions. If you have any questions from time to time about any aspect of our arrangements, please feel free to raise those questions. We want to proceed in our work for you with your clear and satisfactory understanding about every aspect of our billing and payment policies; and we encourage an open and frank discussion of any or all of the matters addressed in this agreement.

Acceptance of Terms. If this arrangement is acceptable to you and Williamson County, please sign the enclosed duplicate original of this agreement and return it and the required retainer to us at your earliest convenience. We truly appreciate the opportunity to be of service to you and look forward to working with you in a mutually beneficial relationship.

AGREED TO AND ACCEPTED

Williamson County

BICKERSTAFF HEATH DELGADO ACOSTA LLP

By: _____



By: _____
Gunnar P. Seaquist

[Printed name]

Title: _____

Date: _____

cc: Billing Department

Exhibit A – Scope of Services
Bickerstaff Heath Delgado Acosta LLP

While we agree that in the future we may from time to time be employed on other matters, this agreement provides that our relationship is limited to representing and counseling you in connection with the following:

- Representation in auto liability case - Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas

- Other legal services assigned or requested, only if the scope of which is confirmed by you in writing at the time of assignment

Other legal services not assigned or requested, and confirmed in writing, are specifically not within the scope of our representation.

Exhibit B – Billing Rates
Bickerstaff Heath Delgado Acosta LLP

TIMEKEEPER	2024 Billing Rate
Albright, Stefanie	\$385
Arnold, Philip	\$385
Caputo, Cobby	\$435
Gonzalez, Vanessa	\$400
Heath, Bob	\$510
Katz, Joshua	\$385
Kimbrough, Chuck	\$355
Maxwell, Susan	\$400
Miller, Gregory	\$385
Rogers, Emily	\$400
Russell, Claudia	\$395
Seaquist, Gunnar	\$385
Than, Catherine	\$400
Weller, Steven	\$395
Kelley, Kimberly	\$310
Labashosky, Sara	\$320
Robinson, Lori	\$335
Caroom, Doug	\$470
Delgado, Hector	\$455
Dugat, Bill	\$405
Falk, Syd	\$470
Pagan, Kevin	\$420
Legal Assistants/Specialists	\$210
McCall, Sherry	\$260

Exhibit C—Client Costs Advanced

Bickerstaff Heath Delgado Acosta LLP

The firm incurs expenses on behalf of clients only when required by the legal needs of the clients. Some cases or matters require extensive use of outside copy facilities, and other cases may not be so paper-intensive. Standard services handled within the firm are not charged, and client specific expenses are billed to the client needing those services. An explanation of the billing structure is as follows:

Not Charged

Secretarial and word processing time, routine postage, file setup, file storage, local or ordinary long distance charges, fax charges, and computerized legal research data charges.

Delivery Services

Outside delivery services are used for pickup and delivery of documents to the client as well as to courts, agencies, and opposing parties. Outside delivery fees are charged to the client at the rate charged to the firm. Overnight delivery services are also charged at the rate charged to the firm. Firm Office Services Department personnel may provide delivery service in urgent situations and charges for such in-house service will not exceed the charge that would be made by an outside service in a similar situation.

Postage

Our postal equipment calculates exact U.S. postage for all sizes and weights of posted material. The rate charged for postage is the same as the amount affixed to the material that is mailed. We will not charge clients for postage on routine correspondence; however, the cost of large-volume mail, certified mail, or other additional mail services will be charged to the client.

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Our standard rate for black and white copies and prints made by firm personnel is \$0.15 per page. Color copies and prints are charged at a standard rate of \$0.55 per page. These charges cover paper, equipment costs, and other supplies. If savings can be realized within the required time frame by sending copy jobs to subcontractors, the firm uses only qualified legal services copiers and the cost charged to the client is the same as the amount billed to the firm.

Phone Charges

Only charges for conference calls or international calls are charged, and charges are billed at the same amount billed to the firm by the outside provider.

Travel

Attorney and other timekeeper time spent traveling on behalf of a client is billed to the client. Hotel, meals, local transportation, and similar expenses are charged based on receipts and travel expense forms submitted by the attorney. Documentation is available to the client if requested.

Maps

Maps produced in conjunction with a project will be billed at \$50 for each 34 x 44 inch map and \$20 for each smaller map, plus cost (time fees) for preparation.

Other Expenses

Expenses incurred with outside providers in connection with the client's legal services will be paid by the client directly to the outside provider unless specifically arranged in advance. If the firm agrees to pay outside providers, the cost charged to the client is the same as the amount billed to the firm. Examples of such charges include: court reporter fees, filing fees, newspaper charges for publication notices, expert witness fees, consultants and other similar expenses.

Exhibit D—Verification Required by Texas Government Code Chapter 2271
Bickerstaff Heath Delgado Acosta LLP

By signing below, Bickerstaff Heath Delgado Acosta LLP hereby verifies the following:

1. The Firm does not boycott Israel; and
2. The Firm will not boycott Israel during the term of this Engagement Agreement.



SIGNED BY:

Gunnar P. Seaquist

This Verification is incorporated and made a part of the Engagement Agreement between the Bickerstaff Heath Delgado Acosta LLP and Williamson County.

Commissioners Court - Regular Session

26.

Meeting Date: 11/05/2024

claim settlement

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the approval of claims settlement related to Claim No. 09272023-560-151 - auto liability claim from Pablo Paguaia for incident occurring on or about September 27, 2023 at or near 8713 W Parmer Lane, Austin, Texas 78729.

Background

Missing Custom Expenditures Program, please contact Destiny Software

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: Shannon Francis

Final Approval Date: 10/31/2024

Reviewed By

Becky Pruitt

Date

10/31/2024 12:31 PM

Started On: 10/31/2024 11:40 AM

Commissioners Court - Regular Session

27.

Meeting Date: 11/05/2024

Approval of Amendment No. 3 for Web Based Enrollment System with Benefitfocus for Human Resources/Benefits

Submitted For: Joy Simonton

Submitted By: Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action approving Amendment No. 3 for Benefitfocus.com. LLC Web Based Enrollment System, terminating part of the services under the current contract, due to those services being no longer required, effective September 30, 2024, and authorizing the execution of the amendment.

Background

Wilco Benefits requires termination of part of the services provided by Benefitfocus from the current contract. The current Benefitfocus contract will remove their call center service from current Wilco benefits contract. The Benefit Service Center services portion of the contract is no longer required effective September 30, 2024. The Original contract was approved on April 7, 2021. Funding source 01.0885.0886.004208 – Internet Cloud Solutions; 01.0885.0885.004911 – Compliance (ACA Reporting); and 01- 0100.0402.004208 – Internet Cloud Solutions. Point of contact is Shelley Loughrey, Benefits. Wilco Benefits received confirmation from Benefitfocus that they are publicly traded, therefore no Form 1295 required.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- Amendment #3
- Amendment #2
- Amendment #1
- Order Form
- Data Sharing Agreement
- Agreement

Form Review

Inbox

Purchasing (Originator)
 County Judge Exec Asst.
 Form Started By: Theresa Gross
 Final Approval Date: 10/30/2024

Reviewed By

Joy Simonton
 Becky Pruitt

Date

10/30/2024 01:02 PM
 10/30/2024 01:17 PM
 Started On: 10/28/2024 02:30 PM



Amendment No. 3 to the Order Form

This Amendment No. 3 (“Amendment”) to the Order Form dated April 7, 2021 (“Order Form”), as amended is between Benefitfocus.com, Inc. (“Benefitfocus”) and Williamson County (“Client”) individually each a “party” and collectively the “parties” and is made on September 30, 2024.

WHEREAS, the parties entered into the Order Form in order for Benefitfocus to provide Client with Software and Professional services; and

WHEREAS, the parties agree that Benefit Service Center services is no longer required; and

WHEREAS, the parties agree to modify the Order Form under the terms and conditions of this Amendment and include said modifications.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound Benefitfocus and Client hereby agree as follows:

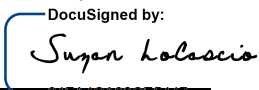
- Article IV. Ongoing Software Services table, A. Services Description**, specifically the row in the table titled “Benefits Service Center” is hereby deleted in its entirety.
- Appendix B: Professional Services Description, Article X. Benefits Service Center (“BCS”) Implementation Services** is hereby deleted in its entirety.
- Appendix C: Software Services and Software Support Description, Article III. Summary of Benefit Service Center (“BSC”)** is hereby deleted in its entirety.
- Prior Agreement.** Except as expressly amended herein, all other terms and conditions as set forth in the Order Form shall remain in full force and effect. The Order Form shall remain and continue in full force and effect and shall continue to be binding on the parties hereto. This Amendment is hereby incorporated into the Order Form and by reference. To the extent that there is any inconsistency between the Order Form and this Amendment, this Amendment shall prevail. Capitalized terms used herein shall have the same meanings as are set forth in the Order Form, as applicable, unless stated otherwise.
- Authority to Enter into an Agreement.** Each party represents and warrants that (i) it has all requisite corporate power and authority to enter and perform pursuant to this Amendment; (ii) the execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; (iii) this Amendment has been duly executed and delivered by such party; and (iv) no other person or entity other than those set forth in this Amendment has any interest in the subject matter referred to in this Amendment.

All terms and conditions of the Order Form which are not hereby amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto by their duly authorized representatives executed this Amendment.

BENEFITFOCUS.COM, INC.

WILLIAMSON COUNTY

By: 
64FA4CA92CE5447...
 Suzan LoCascio

By: _____

Print: _____

Print: _____

Title: Suzan LoCascio - AVP BU Controller

Title: _____

Date: October 22, 2024

Date: _____



Amendment No. 2 to the Order Form

This Amendment No. 2 (“Amendment”) to the Order Form dated April 7, 2021 (“Order Form”), is between Benefitfocus.com, Inc. (“Benefitfocus”) and Williamson County (“Client”) and is made on June 15, 2022.

WHEREAS, the parties entered into the Order Form in order for Benefitfocus to provide Client with software services; and

WHEREAS, the parties wish to terminate the existing Benefitfocus ACA Management & Reporting Services and replace it with Benefitfocus’ ACA Compliance Solution, Powered by Tango Health, effective for the 2022 Reporting Period; and

WHEREAS, the parties agree to amend the Order Form under the terms and conditions of this Amendment and include said modifications.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound Benefitfocus and Client hereby agree as follows:

1. **ACA Compliance Solution.** Section II of the Order Form is amended to delete the following:

- Benefitfocus ACA Management & Reporting**
 - Optional Data Support Services
 - Paper Fulfillment Services (ACA Management & Reporting)

and replace it with the following:

- ACA Compliance Solution**
 - Pro Services

2. **Target Go-Live Date.** The Target Go-Live Date for the ACA Compliance Solution, Powered by Tango Health, will be 120 days after second signature of this Amendment.

3. **ACA Compliance Solution Fees.** The Benefitfocus ACA Management & Reporting Services line item in Section IV. A. of the Order Form shall be deleted in its entirety and replaced with the following, effective for the 2022 Reporting Period:

ACA Compliance Solution Up to 2,499 Included Individuals	\$15,000 Annual Minimum Fee
--	------------------------------------

4. **Ongoing Software Services Terms and Conditions.** Section IV. B. of the Order Form shall be amended to add the following new Subsection 8:

8. **ACA Compliance Solution Services:**

- a. Benefitfocus will invoice the minimum fees defined in Section IV of the Order Form upon execution of Amendment No. 2, for the applicable reporting period, which includes reporting on the applicable reporting period data to employees / Included Individuals and the IRS, based on an estimated 2,499 Included Individuals, and annually thereafter for subsequent reporting periods for as long as the Order Form is in effect. If the actual number of Included Individuals from January 1 – December 31 of the reporting year exceeds the estimate above by more than 5%, Benefitfocus will send a balance due invoice reflecting any amounts that remain due.
- b. “Included Individual” is defined as the number of W2s, and former employees that receive benefits either through self-insured retirement plans or COBRA.
- c. Included Individuals above 2,499 will be invoiced at \$7.50 per Included Individual per year
- d. Postage and Shipping Costs: On or before October 31 each year, Client must make a refundable deposit to cover the estimated postage and shipping fees. This deposit equals Client’s estimated number of Tax Forms multiplied by the estimated cost of mailing or shipping those Tax Forms. This deposit will be applied towards the postage and shipping fees incurred in performing the Tax Form Services. The postage and shipping costs will be determined each year based on the first-class rate provided by the carrier chosen. Once the Tax Forms have been sent, Benefitfocus will send a balance due invoice or a credit memo for the difference in actual postage costs versus the estimated postage costs.
- e. Reissue and corrections: Each year Benefitfocus will provide Client with an allotment of reissue and corrections equal to 5% of the number of Tax Forms issued. If Client exceeds its annual allotment of reissue and corrections, a charge of \$7.50 for each reissue or correction generated in excess of the allotment will be issued.




- 5. **Appendix D:** The Appendix D attached to the Order Form, shall be deleted in its entirety and replaced with the attached Amended & Restated Appendix D attached hereto and incorporated by reference, effective for the 2022 Reporting Period.
- 6. **Invoices.** Prior to this Amendment, Benefitfocus issued invoice #80027 in the amount of \$6,179.25 for the Benefitfocus ACA Management & Reporting services, which Client paid in full. Upon execution of this Amendment, Benefitfocus will apply \$6,179.25 towards the new invoice of \$15,000 for the ACA Compliance Solution services, leaving a balance due of \$8,820.75 for the Client to pay.
- 7. **Prior Agreement.** Except as expressly amended herein, all other terms and conditions as set forth in the Order Form shall remain in full force and effect. The Order Form shall remain and continue in full force and effect and shall continue to be binding on the parties hereto. This Amendment is hereby incorporated into the Order Form and by reference. To the extent that there is any inconsistency between the Order Form and this Amendment, this Amendment shall prevail. Capitalized terms used herein shall have the same meanings as are set forth in the Order Form, as applicable, unless stated otherwise.
- 8. **Authority to Enter into an Agreement.** Each party represents and warrants that (i) it has all requisite corporate power and authority to enter and perform pursuant to this Amendment; (ii) the execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; (iii) this Amendment has been duly executed and delivered by such party; and (iv) no other person or entity other than those set forth in this Amendment has any interest in the subject matter referred to in this Amendment.

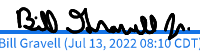
All terms and conditions of the Order Form which are not hereby amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto by their duly authorized representatives executed this Amendment.

BENEFITFOCUS.COM, INC.

DocuSigned by:

 C2FCD423700D422...
 By: Nancy Nunn
 Print: Nancy Nunn
 Title: Corporate Controller
 Date: June 21, 2022

WILLIAMSON COUNTY


 By: Bill Gravell (Jul 13, 2022 08:10 CDT)
 Print: Bill Gravell
 Title: County Judge
 Date: Jul 13, 2022

APPENDIX D

ACA Compliance Solution, Powered by Tango Health

ACA Compliance Solution Services:

The following items are included with the ACA Compliance Solution:

ACA Client Services Manager

An assigned ACA Client Services Manager with the following roles and responsibilities:

- Participates in relevant portions of the implementation process to support the ACA Implementation Project Manager throughout the project.
- Provides education on ACA core topics: Variable hour tracking, Affordability requirements, Data exception reporting, managing changes ongoing, IRS requirements through 1095-C and 1094-C regulations, and utilizing Benefitfocus' ACA Services.
- Monthly report review webinar to discuss latest reports and findings, ensure accuracy and understanding, and advise on how to address long-term challenges or policy changes required.
- On-demand support via phone or e-mail to core client IT, HR, and Payroll team through the life of the relationship.
- Delivers ad hoc news, information, blog posts, articles, regulation updates, or software enhancement notices to core client team.
- Reviews organizational profile decisions made between client and ACA Implementation Project Manager and familiarizes with the risks and long-term challenges identified during the implementation phase.

ACA Reporting Package

Comprehensive, easy-to-understand dashboard:

- Data Quality Reports:
 - Data anomaly analysis to ensure data is cleaned and monitored
- Measurement Period Reports:
 - Accessibility of benefits for eligible employees
 - Monthly tracking for offering or terminating benefits coverage
- Organizational View:
 - Forecasting for resource trends and needs
 - Maintaining 95% MEC offer
 - Health exchange verification management
 - IRS audit protection
 - IRS 6055 and 6056 reporting preparation and submittal
- Affordability Reports:
 - Calculated affordability for benefits-eligible employee

Data quality is key to accurate ACA Reporting. After the first data feed, the ACA Client Manager reviews the Data Quality Report and will alert Client of any potential issues such as inaccurate or missing data and poor processes in time and attendance systems.

After Benefitfocus determines which 'look-back' period best fits a client, monthly Measurement Period Reports are generated. These reports include a collection of New Hire, Mid-Measurement Period, and Final Measurement Period reporting. Each view shows how employees within the specific period are trending, the current threshold of influence on whether variable hour employees become ACA benefits eligible at the end of the period, and the results of concluded measurement periods. The reports will also track projected results as well.

The Affordability view shows currently calculated affordability using appropriate safe harbors. Additionally, the maximum monthly allowable premium is reported along with the lowest hourly rate allowed for benefits-eligible employees, allowing for 'what-if' analysis. Benefitfocus also alerts clients on possible future incidents of unaffordability due to benefits-ineligible employees trending eligible.

The Organizational View provides a detailed view of actionable compliance risks based on Data Quality, Affordability, and Measurement Period results. This summary type view allows for a range of visibility across the Client, including the ability to drill-down into designated subsidiaries and their employees. Clients can utilize the information in this section to respond to HHS or IRS inquiries, view their monthly MEC offer status, and validate employee 1095-Cs and 1094-Cs.

Secure audit trail

Should the client receive a penalty notice for an issue not indicated by the ACA Compliance Solution, Benefitfocus will deliver a full audit trail to support the client in contesting the penalty notice. Information on whether benefits were affordable for each month the employee was eligible will also be provided, as well as dates of offered and waived coverage.

Preparation and transmission to IRS for 1095-C and 1094-C reporting

Generate the data to populate 1094-C and 1095-C forms for employees, retirees, or COBRA recipients over the tax year in question. Electronic and secure transmission of 1094-C and 1095-C to the IRS.

Calculation of potential penalty risk from ineligible employees receiving subsidies at public exchanges

On a monthly basis the ACA Client Services Manager provides an outlook on the potential penalty risk for offering unaffordable coverage.

Analysis and response of Employee Subsidy Appeal Requests

If the employee requests a subsidy from the exchange and the Client receives a notice, Benefitfocus will provide the eligibility and affordability data for the employee in question. The employee dossier will include:

- Full time or part time status
- Health benefits eligibility
- Enrollment status
- Affordability determination based on applicable Safe Harbors

The ACA Client Services Manager will review the Employee Subsidy Appeal Requests, and provide the research necessary for an appeal, including:

- Maintain library of up-to-date appeal forms for each Exchange
- Receipt and storage of all Exchange documents and notices, including any supplementary documents provided by the client
- Provide preliminary analysis based on the client's data
- Provide data to complete as much of the form as possible and once forms are finalized will pre-fill using our data
- If allowed (either through exchange process or if no signature or supplemental data required) will submit to exchange electronically on client's behalf

SaaS Add-ons:

The following outlines services that can be included beyond the base implementation for more complex entities.

Additional ACA system configurations

If client has more complex ACA parameters, additional system configurations may be required. While possible to determine this prior to contract execution, decisions during implementation may require additional system configurations. Some examples are: benefits plan year, fully-vs-self-insured status, standard measurement and stability period elections, initial measurement and stability period elections, administration period lengths, waiting period lengths, and Client policy for offering benefits. A single system configuration will have up to 10 User logins and operates independently of other system configurations.

Additional consulting hours

If client has ongoing changes or customizations beyond standard file specifications, they may need additional hours beyond the standard servicing package.

Each additional data feed

More complex arrangements will be considered and priced according to complexity.

Each additional SFTP set up

This work includes interpreting secure FTP submission form, communications between Benefitfocus and Client to establish credentials, lock down to Client-requested IP addresses, exchanging of encryption keys, testing, and ongoing maintenance and receipt of files. This does not include ongoing monitoring or reminders of file schedules.

Complex measurement / stability groups

Measurement/stability groups that are unanticipated will need to be scoped and priced accordingly (3 month measuring periods, unorthodox interpretation of law).

Health Insurance Marketplace Notification

For an employee notice about the existence of public marketplaces, Benefitfocus can advise and provide formatted documentation to the Client upon request.

IRS audit assistance

If Client is audited and needs support beyond what the Benefitfocus ACA Compliance Solution provides, Benefitfocus can provide audit assistance at a consulting rate of \$250/hour. This will need to be scoped and priced accordingly.

ACA Compliance Solution Implementation

The following outlines what is included in the base implementation fee for the Benefitfocus[®] ACA Compliance Solution, Powered by Tango Health[®]. The base Implementation includes 12-month look-back period length with appropriate historical data gathering.

Single ACA compliance system configuration

Benefitfocus' compliance system is configurable to allow and accommodate for complex divisions or employers to operate independently based on their ACA parameters: benefits plan year, fully-vs-self-insured status, standard measurement and stability period elections, initial measurement and stability period elections, administration period lengths, waiting period lengths, and Client policy for offering benefits. A single system configuration will have up to 10 user logins and operates independently of other system configurations.

One data feed

One set of data feeds (up to 6 file types) through one "pipe". A single data feed is considered to be the Client using Benefitfocus' data specifications (format and logistics), up to 6 file types, to communicate information from the systems to Benefitfocus.

File specification

Benefitfocus requests that data be provided in a standard CSV format. (Refer to Comma Separated Values, RFC 4180 for details). The UTF-8-character encoding is used for all files. Benefitfocus can provide a Data Specification document to describe the standard file formats used by Benefitfocus for file-based integration with our client employers' HR/payroll systems with the execution of a signed NDA. (Note: If clients require that Benefitfocus work with a file format that does not match the Benefitfocus file specification, Benefitfocus will scope the requirements and provide consulting at an additional charge; \$250/hour.)

Initial implementation

- Up to 30 consulting hours (for full description, refer to sample implementation timeline), to include:
 - Lead kickoff call and follow-up data specification call
 - Manage implementation timeline, document action items
 - Facilitate weekly meetings, including preparation and off-line work
 - Facilitate education session on data specifications, ACA employer and individual mandate education
 - Create organizational profile for ACA compliance strategy, including a review of measurement and stability periods
 - Review of initial prospective 1095-C codes
- One (1) SFTP secure data transfer setup
 - Set up SFTP (Secure File Transfer Protocol) between customer and Benefitfocus Health, includes IP addresses for whitelisting, encryption keys, credentials, etc.
- System configuration creation
 - Transferring data collected during on organization profile to test and production site
 - Setup of authorized users
 - Introduction to ACA Client Services Manager for user training
- Up to 15 consulting hours for End-to-end Data quality process –
 - Analysis of file format adherence
 - Client sends data to check format
 - Benefitfocus provides File Formatting Error Report
 - Client fixes all formatting errors & sends corrected files
 - Benefitfocus confirms all formatting errors are fixed
 - Analysis of look-back historical data quality prior to moving to production
 - Benefitfocus loads historical data into test environment, providing First Data Quality Report
 - Client provides all corrected data
 - Benefitfocus reloads historical data and provides Lookback Period Report
 - Data loading iterations
 - Migrate data to production environment
 - Analysis of IRS Codes generated

- Benefitfocus provides Summary of 1095-C Code Results
- Data iterations on correcting any 1095-C data
- Benefitfocus tests 1095-C data feed to fulfillment service
- Benefitfocus provides feedback on critical and material IRS changes

Gather of look-back period data

In order to provide measurement and affordability reporting, historical data gathering is included in the initial implementation fee.

Customer responsibilities

- Customer is responsible for the source system(s), payroll, HRIS, COBRA, timekeeping, LOA, etc.
- The purpose of the initial implementation is to get the needed feeds and data formats working to the Benefitfocus specification for ACA compliance.
- All data correction changes worked for ACA compliance into the Benefitfocus system need to be correspondingly updated in the Customer source system(s).
- Post implementation - if the customer did (or does) not make changes to the source systems and continues to provide data that needs to be corrected and modified for ACA compliance then Benefitfocus reserves the right to charge custom modification fees or re-implementation fees for the re-doing of this work.

Completion of implementation (“Move to Production”)

The completion of implementation is the date that the Client’s site is created, the customer has provided data files to be imported and the first import of data has been completed into the production environment.

Implementation complexities – add-ons

The following outlines services that can be included beyond the base implementation for more complex entities

Additional consulting hours

If additional hours are needed beyond the basic 30-hour implementation period for items such as:

- Additional kickoff meetings for multiple sites or audiences
- Customizations to standard file specifications

Additional data feeds

More complex arrangements will be considered and priced according to complexity. Receipt of data from third parties can be accepted but may require additional scoping.

Additional ACA system configurations

If client has more complex ACA parameters, additional system configurations may be required. While possible to determine this prior to contract execution, decisions during implementation may require additional system configurations. Some examples include: benefits plan year, fully-vs-self-insured status, standard measurement and stability period elections, initial measurement and stability period elections, administration period lengths, waiting period lengths, and Client policy for offering benefits. A single system configuration will have up to 10 User logins and operate independently of other system configurations.

Additional SFTP set up

This work includes interpreting Secure FTP submission form, communications between Benefitfocus and Client to establish credentials, lock down to Client-requested IP addresses, exchanging of encryption keys, testing, and ongoing maintenance and receipt of files. This does not include ongoing monitoring or reminders of file schedules.

Direct data feeds (also referred to as “maximum exports of information from the customer systems”)

The client can contract with Benefitfocus for Benefitfocus to receive direct data feeds from the Client’s various systems so that Benefitfocus is responsible for pulling the Customers data into Benefitfocus’ specifications.

Up to 280 consulting hours to map data fields from up to five (“5”) Client source feeds into Benefitfocus’ File Specification formats in order to load data into the Suite:

- Includes: Connor Strong, ADP, Benefits Connect, MetLife, PayFlex with a frequency of monthly updates.

The consulting hours will include discussions, both verbal and written, between Benefitfocus and Client to gather requirements, discuss

Client preferences and specifics, development of functional requirements, programming, setup, testing, and installation of the data mapper. In addition, the consulting hours include interpretation of data (e.g., generating derived information, required data for compliance or adjustments from source data), or collection/holding of data to match frequency differences between multiple feeds.

1095-C Fulfillment via Electronic and Print / Mail

The following outlines 1095-C fulfillment of services

Electronic or Paper delivery of the form, online access for client administrators or employees to access original or request reissue of 1095-C tax forms ("Tax Form").

To fulfill the original printing, original electronic distribution, reissue, correcting and data warehousing ("Tax Form Services")

Benefitfocus will provide, or upon request, may provide Client with:

- Web-based system that Client's employees can use to access the Tax Form Services
- Benefitfocus will utilize the same ACA Client Services Manager who is responsible for communications with Client regarding its ACA Services
- Benefitfocus will provide and maintain a single, non-customizable URL that Client can use in connection with the Tax Form Services. (By default, the URL will be in the form, www.paperlessemployee.com/Client-Name)
- Print and distribute, or electronically distribute original Tax Forms by January 31 of each year that the Order Form is in effect. Online access to Client's employees' Tax Forms during the term of the Order Form.
- Maintain Client's Tax Forms during the term of the Order Form.
- An allotment of reissue and corrections is included as follows:
 - Each year the Order Form is in effect, Benefitfocus will provide Client with an allotment of reissue and corrections. The number of reissues and corrections allotted to Client is calculated by multiplying the estimated Tax Form volume by 5%.
 - A reissue or correction can be initiated by an employee or by the Client
- All original production mail will be sent via the carrier chosen.
- To complete Tax Form Services on time, Benefitfocus will produce the Final Data File utilizing client data passed no later than December 31st of each year. The term "Final Data File" means that:
 - Client has reviewed the data file and the data it contains confirming that all data it contains is accurate and complete.
 - Client has reviewed the totals stated in the Benefitfocus' Total Reports and agrees that the totals in the Totals Reports are accurate and match Client's internal system totals.
 - The data file does not require any type of change, modification, or amendment whatsoever, and Benefitfocus may immediately begin printing or distributing the Tax Forms associated with the data file.

Client responsibilities

The following are the responsibilities of Client during the term of the Order Form.

- The Client will provide a primary contact to coordinate their responsibilities.
- All relevant Data Quality issues must be resolved on or before November 1st of each year.
- Client must provide a written confirmation validating that the data file produced by Benefitfocus is the Final Data File before Benefitfocus will print or electronically distribute any of the Tax Forms relating to that file. The Final Data File must be approved by January 20th of each year the Order Form is in effect. If Client misses the deadline for the Final Data File and still

wants to meet the reporting deadline, a \$1,000 per day late fee would apply. Client understands and agrees that Benefitfocus will use the Final Data File to generate original, reissue, and corrected Tax Forms.

- Within three business days of receiving the Final Data File from Benefitfocus, Client must approve the Final Data Files that contains the information that will be used to create the Tax Forms that will be shipped or mailed.
- For any Final Data Files approved after the deadline above, Benefitfocus will not be liable for any damages arising out of the failure to mail or electronically distribute the Tax Forms by the regulatory deadline, including any fines or penalties arising therefrom.
- Title to and risk of loss for completed Tax Forms passes to Client at the time the Tax Forms are delivered either to the USPS, a commercial mail receiving agency, or a nationally recognized courier (e.g., UPS, etc.).

Add-on 1095-C Fulfillment Services

At Client's request, Benefitfocus can provide the following additional services as described below:

- Additional URL's
- Single Sign-on
- Original PDF copies delivered to Client address(es) (vs employee addresses)
- Benefitfocus can create copies of Tax Forms in PDF format - Tax Forms will be marked, "Reissued Statement"
- Reissues and Corrections in excess of allotment










Agenda Item #14, CC 7.21.22, Amendment No 2, BenefitFocus, Johnny

Final Audit Report

2022-07-13

Created:	2022-07-12
By:	Andy Portillo (andy.portillo@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAARup6BcTa44DInhIFmcPsHIDXO_Qw8QYy

"Agenda Item #14, CC 7.21.22, Amendment No 2, BenefitFocus, Johnny" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
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-  Document created by Andy Portillo (andy.portillo@wilco.org)
2022-07-12 - 4:38:45 PM GMT- IP address: 66.76.4.65
-  Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2022-07-12 - 4:40:00 PM GMT
-  Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2022-07-12 - 5:32:29 PM GMT- IP address: 104.47.64.254
-  Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2022-07-12 - 5:32:39 PM GMT- IP address: 66.76.4.65
-  Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2022-07-12 - 5:32:40 PM GMT
-  Email viewed by Bill Gravell (bgravell@wilco.org)
2022-07-12 - 5:32:43 PM GMT- IP address: 40.94.28.254
-  Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2022-07-13 - 1:10:26 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Agreement completed.
2022-07-13 - 1:10:26 PM GMT





Amendment No. 1 to the Order Form

This Amendment No. 1 ("Amendment") to the Order Form dated April 7, 2021 ("Order Form"), is between Benefitfocus.com, Inc. ("Benefitfocus") and Williamson County ("Client") and is made on May 13, 2021.

WHEREAS, the parties entered into the Order Form in order for Benefitfocus to provide Client with software services; and

WHEREAS, the parties wish to clarify the invoicing terms for the One-Time Fees; and

WHEREAS, the parties agree to amend the Order Form under the terms and conditions of this Amendment and include said modifications.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound Benefitfocus and Client hereby agree as follows:

- 1. **Professional Services Fees.** The first sentence of Section III.B.3 of the Order Form is deleted in its entirety and replaced with the following:

Except as otherwise stated herein, the Professional Services fee defined in Section III will be invoiced as follows: 50% upon Client's execution of this Order Form and 50% on October 1, 2021.

- 2. **Prior Agreement.** Except as expressly amended herein, all other terms and conditions as set forth in the Order Form shall remain in full force and effect. The Order Form shall remain and continue in full force and effect and shall continue to be binding on the parties hereto. This Amendment is hereby incorporated into the Order Form and by reference. To the extent that there is any inconsistency between the Order Form and this Amendment, this Amendment shall prevail. Capitalized terms used herein shall have the same meanings as are set forth in the Order Form, as applicable, unless stated otherwise.

- 3. **Authority to Enter into an Agreement.** Each party represents and warrants that (i) it has all requisite corporate power and authority to enter and perform pursuant to this Amendment; (ii) the execution, delivery and performance of this Amendment and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; (iii) this Amendment has been duly executed and delivered by such party; and (iv) no other person or entity other than those set forth in this Amendment has any interest in the subject matter referred to in this Amendment.

All terms and conditions of the Order Form which are not hereby amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereto by their duly authorized representatives executed this Amendment.

BENEFITFOCUS.COM, INC.

DocuSigned by:
 By: Nancy Munz
 Print: NANCY MUNZ
 Title: Corporate Controller
 Date: May 18, 2021

WILLIAMSON COUNTY

By: Bill Gravell
 Print: Bill Gravell
 Title: County Judge
 Date: May 25, 2021









Agenda item #18, 05.25.2021, Addendum Web-Based Enrollment, Benefitfocus

Final Audit Report

2021-05-25

Created:	2021-05-25
By:	Kerstin Hancock (khancock@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA88yfsrHo28xL_XziK-DyXo6Vj_YdX1kS

"Agenda item #18, 05.25.2021, Addendum Web-Based Enrollment, Benefitfocus" History

-  Document created by Kerstin Hancock (khancock@wilco.org)
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-  Document emailed to Andrea Schiele (aschiele@wilco.org) for delegation
2021-05-25 - 3:01:55 PM GMT
-  Email viewed by Andrea Schiele (aschiele@wilco.org)
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-  Agreement completed.
2021-05-25 - 9:24:34 PM GMT





Data Integration Order Form for Integrated Links

This Data Integration Order Form ("Order Form") is valid only for modifying Data Links for Williamson County, Texas ("Client"). This Order Form is subject to all the terms and conditions of the Client Services Agreement and any applicable Order Form or Agreement to Purchase by and between Client and Benefitfocus.com, Inc. ("Benefitfocus").

Date of Order Form (Effective Date):	4.27.22	Account Executive:	Laura Ashley
Target Go-Live Date:	90 days from the date Benefitfocus receives this executed Data Integration Order Form		

Section I. Client or Authorized User Contact for Implementation*

*This person should be able to speak about benefit plan, design, transmission, and eligibility rules.

Name:	Shelley Loughrey
Title:	Director of Benefits Administration
Email Address:	sloughrey@wilco.org
Telephone Number:	512-943-1604

Section II. Data Links

1. Benefitfocus shall provide the data links and types as described in Section III.

Section III. Carrier Information

Data Link (1)	
New, Replace or Remove Data Integration	New
Insurance Carrier	Virgin Pulse
Type of Benefit	Wellness
Carrier Contact (name, phone email)	Kristen Hudman - Kristen.Hudman@virginpulse.com
Transmission or Data Capture	Transmission
If Replacing, provide Carrier being replaced	n/a

Describe any additional Client or carrier requirements. If none, so state:

n/a

Certain services under this Data Integration Order Form may be performed by Benefitfocus or Benefitfocus' subcontractors and vendors located abroad. Notwithstanding any such services performed by third parties, Benefitfocus shall remain liable for all services performed hereunder.

Section IV. Fees and Invoicing*

Component	Fee per Data Link (Transmission)	Total One Time Fee
Data Link(s) (Transmission)	\$3,500.00	\$3,500.00

*To the extent applicable, the One Time Fes will be invoiced upon execution of this Order Form and is due and payable in accordance with the terms of the Agreement.

Client Acceptance of Data Links

Client agrees that links to carriers and benefit providers require the cooperation and consent of Client's carriers, and such carriers may grant or withhold consent in their sole discretion, and which are further subject to the Benefitfocus integration schedule. Benefitfocus shall utilize commercially reasonable efforts to make such connections, but shall not be liable for any failure by the carrier or benefit provider to permit such connection, and unless specifically stated herein Benefitfocus does not warrant any date or availability for such connections.



Data Integration Order Form for Integrated Links

BENEFITFOCUS.COM, INC.

DocuSigned by:
Nancy Nunn
C2FCD423700D422...
Nancy Nunn

By: _____
Print: _____
Title: Corporate Controller
Date: June 21, 2022

Williamson County, Texas

Bill Gravell
Bill Gravell (Jul 13, 2022 08:10 CDT)

By: _____
Print: Bill Gravell
Title: County Judge
Date: Jul 13, 2022










Agenda Item #13, CC 7.12.22, Order Form, BenefitFocus, Johnny

Final Audit Report

2022-07-13

Created:	2022-07-12
By:	Andy Portillo (andy.portillo@wilco.org)
Status:	Signed
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"Agenda Item #13, CC 7.12.22, Order Form, BenefitFocus, Johnny" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2022-06-22 - 2:10:11 AM GMT- IP address: 66.76.4.65
-  Document created by Andy Portillo (andy.portillo@wilco.org)
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-  Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
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-  Document emailed to Bill Gravell (bgravell@wilco.org) for signature
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-  Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2022-07-13 - 1:10:11 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Agreement completed.
2022-07-13 - 1:10:11 PM GMT



DATA SHARING AGREEMENT

This Data Sharing Agreement (the “**Agreement**”), is entered into by and between Virgin Pulse, Inc., a Delaware corporation having its principal place of business located at 75 Fountain Street, Suite 310, Providence, Rhode Island 02902 (“**Virgin Pulse**”) and Benefitfocus.com, Inc., a South Carolina corporation having its principal place of business located at 100 Benefitfocus Way, Charleston, SC 29492 (“**Vendor**”), (individually, a “**Party**” and collectively the “**Parties**”) as of the date this Agreement is fully executed (“**Effective Date**”), for the purpose of enabling Virgin Pulse to administer the Virgin Pulse Program as designed by County of Williamson (“**Client**”) for the benefit of its participating members (“**Purpose**”).

WHEREAS, for purposes of this Agreement, each Party will be considered a "Discloser" with respect to information that it discloses and a "Recipient" with respect to information that it receives;

WHEREAS, Discloser possesses certain information and data lawfully obtained from one or more individuals with whom Discloser has an established relationship (each such individual being referred to herein as a “**Member**”, and such Members’ information, data and any derivatives or analyses thereof being collectively referred to herein as the “**Covered Data**”) and desires to disclose such Covered Data to the Recipient to effectuate the Purpose set forth above;

WHEREAS, Neither Party is willing to disclose any of the Covered Data to the other without the restrictions on use and disclosure contained in this Agreement;

WHEREAS, Discloser has solicited and obtained all necessary authorizations and consents authorizing the disclosure of the applicable Covered Data to Recipient to effectuate the Purpose;

WHEREAS, Recipient agrees to accept the Covered Data from Discloser in accordance with the terms of this Agreement to effectuate the Purpose; and

WHEREAS, Client has requested the sharing of the Covered Data between the Parties and is in receipt of this Agreement as a signatory for acknowledgement purposes only.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the following Terms and Conditions:

TERMS AND CONDITIONS

1. Covered Data. Subject to the terms and conditions of this Agreement, Discloser hereby agrees to disclose to Recipient the Covered Data, solely to effectuate the Purpose set forth herein. Recipient hereby acknowledges and agrees that Discloser and those individual Members that are the subject of the Covered Data, retain all right, title and interest in and to the Covered Data in its identifiable form. Recipient will not use, process, or disclose any Covered Data except as expressly permitted by this Agreement. Nothing in this Agreement shall prevent the Recipient from completely de-identifying the data in the normal course of business and use such anonymous data for internal service improvement purposes. This Agreement shall not supersede, modify or negate any Business Associate Agreement, services agreement or any other agreement between the Parties and Client. Any such Business Associate Agreement, services agreement or any other agreement with Client shall continue in full force and effect.

2. Term and Termination. The term of this Agreement shall commence as of the Effective Date and shall expire upon the termination of either Party’s relationship with Client of which the other Party shall be duly notified of. Either Party may terminate this Agreement if the other Party breaches a material provision and does not cure such breach within thirty (30) days after receipt of written notice of such breach. Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. Upon termination or expiration of this Agreement Recipient shall destroy or return the Covered Data in its possession or control to Discloser. The provisions of Sections 3, 4, 5 and 6 of this Agreement shall survive any termination or expiration of this Agreement.

3. Recipient Obligations. Recipient shall use the Covered Data solely to effectuate the Purpose as expressly stated in Section 1 and will not disclose or provide the Covered Data to any third party or to Recipient’s employees who do

not have a reasonable need to access the Covered Data in order to perform their responsibilities as contemplated by this Agreement. Without limiting the generality of the foregoing, except as expressly required in furtherance of the Purpose, (a) Recipient will not disclose or provide the Covered Data to any employer, health plan, consultant, contractor or subcontractor, unless required to do so by its obligations to Client, without Discloser's express prior written consent; (b) Recipient will not create any derivative of Covered Data; (c) if the Covered Data is de-identified, Recipient shall not attempt to re-identify the Covered Data (i.e., to return the Covered Data to personally identifiable form) or enable any third party to do so and shall take all precautions reasonably necessary to prevent any re-identification of the Covered Data; and (d) in no event will Recipient publicly disclose any Covered Data. Recipient will make only the minimum number of copies of the Covered Data necessary to effectuate the Purposes. Recipient will not use the Covered Data to create a list or otherwise use the Covered Data to mail, telemarket, or otherwise develop or apply a marketing model to Covered Data. Recipient shall not use the Covered Data for commercial purposes, including, but not limited to, making the Covered Data available for sale, rental or lease. Recipient shall issue appropriate instruction to each employee given access to the Covered Data regarding the restrictions set forth in this Agreement and shall provide physical security of the Covered Data to the same or greater degree that Recipient protects its own most sensitive data, but no less than reasonable care. Recipient shall not process any Covered Data for the purpose of determining credit worthiness or insurability. Recipient will not use, disclose, or process any Covered Data in a way or for a purpose that violates applicable law or any person's rights. If at any time Discloser reasonably requests that any Covered Data be returned or destroyed, and such request does not conflict with Recipient's obligations to Client, Recipient will return or destroy the designated Covered Data. Should a request conflict with Recipient's obligations to Client, Recipient shall notify Client of the request and the Parties and Client shall cooperate to resolve the issue. If Recipient reasonably believes that any Covered Data was provided to Recipient in error, Recipient will promptly inform Discloser or such potential error. Recipient will require any third party to which it discloses any Covered Data, to agree to equally restrictive covenants related to Covered Data as those in present in this Agreement.

4. Breach of Covered Data. As soon as practicable, and in no event later than five (5) business days, unless otherwise required by applicable law, upon becoming aware of any compromise of Covered Data Recipient shall notify Discloser in writing of such compromise. Recipient shall investigate such compromise and remediate the effects of such compromise, including providing notice to impacted individuals and/or governmental authorities. If Discloser incurs any direct or indirect costs and expenses as a result of such compromise, including to investigate, remediate, and mitigate the impact of such compromise, Recipient agrees to reimburse Discloser for such costs and expenses. Upon satisfactory redress of any compromise, Recipient agrees to undertake such actions as reasonably necessary to prevent the recurrence of such incident and provide written assurances to Discloser that appropriate measures have been taken to protect Recipient against the threat of a similar compromise occurring.

5. Warranties; Disclaimer.

- (a) Discloser hereby represents and warrants to Recipient that Discloser has the right and authority to execute this Agreement, disclose the Covered Data to Recipient and that the provision of such Covered Data to Recipient hereunder is not in violation or in breach of any law, regulation, contract, agreement or commitment binding upon Discloser.
- (b) DISCLOSER DOES NOT WARRANT THAT THE COVERED DATA WILL MEET RECIPIENT'S REQUIREMENTS. RECIPIENT AGREES AND ACKNOWLEDGES THE COVERED DATA IS PROVIDED "AS IS". RECIPIENT BEARS ALL RESPONSIBILITY ARISING FROM ANY RELIANCE UPON INFORMATION PROVIDED OR OBTAINED BY USE OF THE COVERED DATA. EXCEPT AS OTHERWISE PROVIDED HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DISCLOSER DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT.

6. Business Associate Status and Obligations. The Parties acknowledge and agree that: (a) the Covered Data may include protected health information ("PHI"), as that term is defined and used in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder at 45 C.F.R. §§ 160-164 (collectively, "HIPAA"); (b) each Party may be the Client's (or Client's health plan's) Business Associate as defined and governed

by HIPAA; (c) to the extent required by HIPAA, Client's health plan has required or will require such Party separately to enter into a Business Associate Agreement with the Client (or the Client's health plan), setting forth its obligations pursuant to 45 C.F.R 164.502(e); and (d) Recipient's use and disclosure of the Covered Data shall be governed by this Agreement; however, Discloser's disclosure of PHI contained in the Covered Data to Recipient and Recipient's subsequent use and disclosure of the PHI separate and apart from the Agreement shall be governed by HIPAA and the Client's health plan's applicable Business Associate Agreements with each Party.

7. Indemnity. Discloser shall indemnify Recipient from and against any and all liability, damages, loss, fines, penalties or expense awarded or levied against Recipient (including reasonable fees of attorneys incurred by Recipient in connection with such award or settlement) arising from any claim, demand, action or proceeding initiated by any third party based upon Discloser's breach of Section 5(a).

8. Special Clause. In compliance with Section 201 of the Consolidated Appropriations Act of 2021 (CAA), nothing in this Agreement shall be interpreted as restricting the disclosure of any cost of care or quality of care information from, by or to any group health plan, plan sponsor, or Member associated with the care provided or claims data processed subject to this Agreement.

9. Miscellaneous. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Except in the case of merger, acquisition or change in control, neither Party may assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of the other Party, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect. In the event of a merger, acquisition or change in control, the assigning Party must provide notice to the other Party of such assignment within twenty (20) business days of such occurrence. This Agreement shall be binding upon the Parties' successors and permitted assignees. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Virgin Pulse and Vendor shall maintain at their own expense during the term of this Agreement professional liability coverage written on a claims-made basis for one (1) year thereafter, written by insurance companies licensed to issue in the state(s) and jurisdictions where they operate and that have an A.M. Best rating of no less than "A".

10. Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THIS AGREEMENT. .

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date last given below.

[Signatures to Follow]

VIRGIN PULSE, INC.

DocuSigned by:

By (Signature): *Gina Simonelli Baxter*

7093A0F155EE445...

Name (Printed): Gina Simonelli Baxter

Title: VP, Deputy Head of Legal

Date: 3/1/2023

BENEFITFOCUS.COM, INC.

DocuSigned by:

By (Signature): *Nancy Nunn*

C2FCD423700D422...

Name (Printed): Nancy Nunn

Title: Corporate Controller

Date: January 25, 2023

CLIENT (Signing for acknowledgement)

By (Signature): *Bill Gravell*

Bill Gravell (Mar 22, 2023 11:11 CDT)

Name (Printed): Bill Gravell

Title: County Judge

Date: Mar 22, 2023

Agenda Item #20, CC 3.21.23 Approval of Data Sharing Agreement with Benefitfocus and Virgin Pulse (Kim)

Final Audit Report


2023-03-22

Created:	2023-03-20
By:	Kim Chappius (kim.chappius@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOu6O-u7g6WUDG2JTS34n0ItYrWODQYjD

"Agenda Item #20, CC 3.21.23 Approval of Data Sharing Agreement with Benefitfocus and Virgin Pulse (Kim)" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)

2023-03-01 - 9:59:00 PM GMT- IP address: 66.76.4.65

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 Agreement completed.

2023-03-22 - 4:11:03 PM GMT



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HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum (“Addendum”) is made as of April 7, 2021 (the “Addendum Effective Date”) by Benefitfocus.com, Inc. (“Benefitfocus”), with a principal place of business at 100 Benefitfocus Way, Charleston, SC 29492 and Williamson County (“Client”), with a principal place of business at 100 Wilco Way, Georgetown, TX 78626 (each individually a “Party” and collectively the “Parties”). This Addendum, supplements, is made a part of, and is incorporated by reference into any Agreement (individually & collectively, the “Agreement”) between Benefitfocus and Client.

I. DEFINITIONS

Capitalized terms used in this Addendum and not otherwise defined herein shall have the meanings set forth in the then-current Privacy and Security Rules.

- A. Access shall have the limited meaning set forth within 45 CFR § 164.304.
- B. Breach shall have the meaning set forth within 45 CFR § 164.402.
- C. Business Associate shall have the meaning set forth within 45 CFR § 160.103.
- D. Designated Record Set shall have the same meaning as the term “designated record set” in 45 CFR § 164.501.
- E. Electronic Health Record shall have the meaning set forth in Section 13400(5) of the HITECH Act.
- F. Electronic PHI shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 CFR § 160.103, as applied to the information that a Party creates, receives, maintains or transmits from or on behalf of Covered Entity.
- G. Individual shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- H. HIPAA means the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- I. HIPAA Regulations means those regulations promulgated under HIPAA by the U.S. Department of Health and Human Services.
- J. HITECH Act means Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5, 42 USC 17921 *et seq.*) (“ARRA”), also known as the Health Information Technology for Economic and Clinical Health Act, which becomes effective as of February 18, 2010, or such other date or dates as finally specified.
- K. Law Enforcement Official shall have the meaning set forth in 45 CFR § 164.103.
- L. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 162 and Part 164, Subparts A and E.
- M. PHI shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, as applied to the information created or received by a Party from or on behalf of Covered Entity.
- N. Required by Law shall have the same meaning as the term “required by law” in 45 CFR § 164.103.
- O. Secretary shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- P. Security Incident shall have the meaning given to such term under the Security Rule, including, but not limited to, 45 CFR § 164.304.
- Q. Security Rule shall mean the Security Standards at 45 CFR Parts 160 and 162 and Parts 164, Subparts A and C.
- R. Unsecured Protected Health Information shall have the meaning set forth within 45 CFR § 164.402.

II. PERMITTED USES AND DISCLOSURES OF PHI

- A. **Uses and Disclosures of PHI:** Except as otherwise limited in this Addendum, each Party may use or disclose PHI to perform functions, activities or services for, or on behalf of, the other Party as specified in the Agreement, provided that such use or disclosure would not violate the Privacy Rule or Security Rule if done by the other Party.
- B. **Permitted Uses of PHI:** Except as otherwise limited in this Addendum, each Party may use PHI for its proper management and administration or to carry out its legal responsibilities. A Party may also use PHI to provide Data Aggregation subject to the provisions of II.D herein.
- C. **Permitted Disclosures of PHI:** Except as otherwise limited in this Addendum, each Party may disclose PHI for the proper management and administration of the Party, provided that the disclosures are required by law or the disclosing Party obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person (which purpose must be consistent with the limitations imposed pursuant to this Addendum), and that the person agrees to notify the disclosing Party of any instances of which it is aware in which the confidentiality of the information has been breached. A Party may use PHI to report violations of law to appropriate federal and state authorities, consistent with 45 CFR Section 164.502(j)(1).
- D. **De-Identification of PHI:** Except as otherwise limited in this Addendum, a Party may de-identify PHI provided that the de-identification conforms to the requirements of the Privacy Rule and further provided that a Party provides to the other Party the documentation required by the Privacy Rule. Data so de-identified does not constitute “PHI” and is not subject to the terms of this Addendum.

III. OBLIGATIONS

- A. **Appropriate Safeguards:** Each Party shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the Agreement and this Addendum. Each Party shall implement administrative, physical and technical safeguards that reasonably and



HIPAA Business Associate Addendum

appropriately protect the confidentiality, integrity and availability of Electronic PHI, as defined by the Security Rule. Each Party shall comply with the provisions of 45 CFR Sections 164.308, 164.310, 164.312 and 164.316 relating to implementation of administrative, physical and technical safeguards with respect to Electronic PHI in the same manner that such provisions apply to a HIPAA Covered Entity.

- B. **Reporting of Improper Use or Disclosure, Breach or Security Incident:** Each Party shall report to the other Party any use or disclosure of PHI not provided for by the Agreement and this Addendum, including a Breach, within five (5) calendar days of becoming aware of such incident. Such notification shall include the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed during the Breach. Each Party shall cooperate with the other Party in investigating the Breach so that each Party may meet its respective obligations under the HITECH Act., any other security breach notification law, or as required by contracts with other parties, including Covered Entities. Each Party shall report any Security Incident upon becoming aware of such incident; provided, however, that neither Party shall be required to report an immaterial incident consisting solely of trivial incidents that occur on a daily basis, such as scans, "pings," or an unsuccessful attempt to improperly access Electronic PHI that is stored in an information system under its control.
- C. **Mitigation:** Each Party agrees to mitigate, to the extent practicable, any harmful effect that is known to it as a result of a use or disclosure of PHI in violation of this Addendum's requirements or that would otherwise cause a Breach of Unsecured PHI.
- D. **Agents:** Each Party shall ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by the other Party, or on behalf of Covered Entity, agrees to restrictions and conditions no less stringent than those that apply through this Addendum to the Parties with respect to such PHI. Each Party shall ensure that any agent, including a subcontractor, to whom it provides Electronic PHI, agrees to implement reasonable and appropriate safeguards to protect such information.
- E. **Access to PHI:** Each Party shall provide access, at the request of a Covered Entity, and in the time and manner designated by a Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Section 164.524 and, if and when applicable, Section 13405(e)(1) of the HITECH Act.
- F. **Amendment of PHI:** Each Party shall make any amendment(s) to PHI in a Designated Record Set that a Covered Entity directs or agrees to pursuant to 45 CFR Section 164.526 at the request of Covered Entity or an Individual, and in the reasonable time and manner designated by the Covered Entity. Any denial of amendment of PHI by a Party or its agents or subcontractors shall be the responsibility of Covered Entity.
- G. **Documentation and Accounting of Disclosures:** Each Party agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528 and, if and when applicable, Section 13405(c) of the HITECH Act. Each Party agrees to provide to Covered Entity, in the time and manner reasonably designated by Covered Entity, information collected in accordance with the first sentence of this Section, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528 and, if and when applicable, Section 13405(c) of the HITECH Act. In the event that the request for an accounting is delivered directly to a Party or its agents or subcontractors, a Party shall forward such request to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested.
- H. **Governmental Access to Records:** Each Party shall make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by a Party on behalf of a Covered Entity available to the Secretary and, at the request of Covered Entity, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and the Security Rule.
- I. **Additional HITECH Act Requirements:** To the extent applicable, each Party shall comply with the provisions of the HITECH Act set forth below, and any additional obligations imposed upon Business Associates by the HITECH Act, commencing on the date that compliance with each such provision is required by the HITECH Act:
1. A Party shall take reasonable steps to cure a breach of this Addendum if it knows of a pattern of activity or practice by the other Party, or a subcontractor or agent thereof that violates this Addendum, in accordance with Section 13404(b) of the HITECH Act.
 2. Each Party (or its agents or subcontractors) shall only request, use and disclose the minimum necessary amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with Section 13405(b) of the HITECH Act.
 3. Each Party shall comply with the prohibition on the sale of Electronic Health Records and PHI set forth in Section 13405(d) of the HITECH Act.
 4. Each Party's notification of a Breach of Unsecured Protected Health Information shall comply in all respects with each applicable provision of Section 13402 of HITECH, 42 U.S.C. 17932.

IV. TERM AND TERMINATION

- A. **Term:** The term of this Addendum shall commence as of the Addendum Effective Date, and shall terminate when all of the PHI provided by one Party to the other Party, or created or received by a Party on behalf of Covered Entity, is returned to Covered Entity or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the Effect of Termination Section.
- B. **Termination:** Upon knowledge of a material breach by a Party of this Addendum, the non-Breaching Party shall either (i) provide an opportunity for the breaching Party to cure the breach or end the violation within the time reasonably specified by the non-breaching Party, or (ii) immediately terminate this Addendum and the Agreement if cure is not possible; or (iii) if termination is not feasible, file a report with the Secretary and the Covered Entity providing the PHI, and provide copies of such reports to the breaching Party.

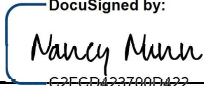


HIPAA Business Associate Addendum


- C. **Effect of Termination:** The respective rights and obligations of the Parties under this Section shall survive the termination of the Addendum and the Agreement.
1. Except as provided in paragraph 2 of this Section, upon termination of the Agreement or this Addendum for any reason, each Party shall return or destroy all PHI received from the other Party, or created or received by a Party on behalf of Covered Entity pursuant to the Agreement, and shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of a Party.
 2. In the event that a Party determines that returning or destroying the PHI is not feasible, that Party shall provide to the other Party notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of PHI is not feasible, a Party shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as that Party maintains such PHI.
- D. **Indemnification:** The parties agree and acknowledge that, the indemnification obligations contained under the Agreement shall govern each party's performance under this Addendum.
- E. **Amendment and Interpretation:** The parties acknowledge that this Addendum is intended to reflect the requirements of the Privacy Rule and Security Rule, as amended by the HITECH Act, upon the date they become finally effective. The Parties agree to take such action to amend this Addendum from time to time as necessary for the Parties to comply with the requirements of the Privacy Rule and the Security Rule, or any contractual requirements imposed by such Privacy or Security Rule or any reasonable amendment thereof. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits the parties to comply with the Privacy Rule and the Security Rule as applicable to such party.
- F. **Mandatory Change Process:** To the extent that a Party is required to materially alter its services, processes or procedures as specified in the Agreement in order to comply with the provisions of the Privacy Rule and/or Security Rule as they may be amended after the Addendum Effective Date, the Parties agree to mutually negotiate any required adjustment in fees or services.
- G. **No Third Party Beneficiaries:** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- H. **Prior Agreement:** Except as expressly amended herein, all other terms and conditions as set forth in the Agreement shall remain in full force and effect. The Agreement, as amended by this and other Amendments, and Addenda shall remain and continue in full force and effect, and shall continue to be binding on the parties hereto. To the extent that there is any inconsistency between this Addendum and any Agreement, this Addendum shall control.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their respective authorized representatives, in multiple counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

BENEFITFOCUS.COM, INC.

DocuSigned by:

 By: _____
C2FGD423700D422...
 Print: Nancy Nunn
 Title: VP, Corporate Controller
 Date: March 29, 2021

WILLIAMSON COUNTY


 By: _____
Judge Bill Gravell Jr. (Apr 6, 2021 14:08 CDT)
 Print: Judge Bill Gravell Jr.
 Title: County Judge
 Date: Apr 6, 2021



Client Services Agreement

This CLIENT SERVICES AGREEMENT and the exhibits attached hereto (collectively, the “Agreement”) are entered into on April 7, 2021 (the “Effective Date”), by and between Benefitfocus.com, Inc., on behalf of itself and its’ affiliates (collectively “Benefitfocus”), with a principal place of business at 100 Benefitfocus Way, Charleston, SC 29492, and Williamson County with a principal place of business at 100 Wilco Way, Georgetown, TX 78626 (hereinafter the “Client”) individually each a “Party” and collectively the “Parties”.

RECITALS

- A. Benefitfocus provides certain services for employee benefit administration through Benefitfocus proprietary software, databases, business rules, connectivity to third parties, and data transmission, developed and hosted by Benefitfocus, accessed over the Internet (the “Software Services”), and certain professional services (the “Professional Services”) related to the Software Services (collectively, the “Services”); and
- B. Client desires to receive the Services, as described in the applicable Order Form and corresponding appendices (the “Order Form”) and the Software Services documentation, including the current versions of the any software guides, as updated with each new release (collectively the “Documentation”), for itself, its affiliates and subsidiaries, and for individuals who are authorized by Client to use the Services, and who have been supplied user identifications and passwords by Client or by Benefitfocus at Client’s request (the “Authorized Users”), under the terms and conditions of this Agreement; and
- C. In consideration of the mutual covenants contained herein, the payment of the fees as required hereunder, and other good and valuable consideration, the sufficiency of which is acknowledged, and intended to be legally bound the Parties agree as follows.

I. SCOPE OF SERVICES

- A. **Software and Support Services:** Subject to Client’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, Benefitfocus shall make the Services available to Client for use by Authorized Users pursuant to this Agreement and the applicable Order Form during the term of the applicable Order Form(s).
- B. **Professional Services:** From time to time, Benefitfocus may make certain Professional Services available to the Client. Professional Services shall be described within the applicable Order Form.
- C. **Client Responsibilities:** Client shall, (i) be responsible for Authorized Users compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and of the means by which it acquired Client Data (as Client Data is defined in Section 2.1), (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Benefitfocus promptly of any such unauthorized access or use, (iv) use the Services only in accordance with the Documentation and applicable laws and government regulations; (v) cooperate with Benefitfocus, as reasonably requested in order for Benefitfocus to provide or Client to receive the Services or in resolving any issues associated with Client’s vendors and service providers. Client shall not, (i) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (ii) use the Services to store or transmit malicious code, (iii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (iv) attempt to gain unauthorized access to the Services or their related systems or networks. It is the sole responsibility of the Client to maintain all Client benefit plan documents and to exercise all discretionary authority with respect to such Client benefit plans.
- D. **Client Instructions:** Client is responsible for the consequences of any instructions Client may give to Benefitfocus in the course of performing the Services. Benefitfocus shall have the right to rely and act upon such instructions provided by Client, and Authorized Users, and their respective data entry systems, or any other instructions provided by Client to Benefitfocus. Benefitfocus shall be under no obligation to offset fees for Client’s failure to communicate accurate instructions.
- E. **Source Documents:** Benefitfocus will, to the extent it deems necessary to perform the Services, keep copies of all source documents provided by Client or on behalf of Client into the Benefitfocus system. Benefitfocus shall not perform as Client’s designated record keeper, or official document repository or system of record.

II. PROPRIETARY RIGHTS AND OWNERSHIP

- A. **Client Ownership of Client Data:** Any data provided by Client or Authorized Users including personally identifiable information and benefit plan data (collectively, the “Client Data”) to Benefitfocus in the use of the Software Services, in any format, is and shall remain Client’s property.
- B. **Reservation of Rights in Services:** Except for, and subject to the limited rights expressly granted hereunder for Client and Authorized User to utilize the Services, Benefitfocus reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No other rights are granted to Client hereunder other than as may be expressly set forth in this Agreement or the applicable Order Form.
- C. **Restrictions:** Client shall not, (i) create derivative works based on the Services, (ii) copy, frame or mirror any part or content of the Services, other than copying or framing on Client’s own intranets or otherwise for its own internal business purposes, (iii) reverse engineer the Services, (iv) lease, rent, resell, transfer, assign, lend or sublicense, or permit the unauthorized use of the Software Services to any other third party, (v) use the Software Services to provide service bureau, time sharing, rental, application services providing,

hosting, or other computer services to unauthorized third parties without Benefitfocus' prior written consent, (vi) access the Services in order to, (i) build a competitive product or service, or (ii) copy any features, functions or graphics of the Services.

- D. **Suggestions:** Benefitfocus shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by anyone, including but not limited to Client and Authorized Users, relating to the operation of the Services.

III. PAYMENT

- A. **Payment:** Client shall pay to Benefitfocus the fees and expenses specified within an applicable Order Form. Except as otherwise set forth within an applicable Order Form, amounts payable by Client are due thirty (30) days from receipt of itemized (Client name, services billed, time period covered, any assessed taxes) invoice and are not subject to set-off. Past due amounts shall accrue interest at 1.5% per month, or the maximum rate permitted by law, whichever is lower. Client's or Authorized User's failure to utilize the Services shall in no way relieve the Client of any obligation to pay applicable fees.
- B. **Taxes:** All fees and other amounts payable by Client under this Agreement are exclusive of taxes and duties. Client shall be responsible for, and promptly pay all taxes and duties (including but not limited to sales, use, and withholding taxes) associated with the Agreement, or any Order Form, except for taxes based on Benefitfocus income. Client shall be liable for all taxes until such time as Client provides a tax exemption certificate to Benefitfocus.
- C. **Disputed Amounts:** Client shall pay all amounts when due. If Client disputes in good faith any invoiced amount, Client shall provide notice to Benefitfocus setting forth the reasonable basis for such disputed amount prior to the due date of the invoice. The Parties shall meet as soon as possible in order to resolve the dispute.
- D. **Suspension for Delinquent Account:** Benefitfocus reserves the right to suspend Client's and any Authorized Users' access to and/or use of the Service if any undisputed payment is due but unpaid 60 days past the due date, but only after Benefitfocus has provided Client two (2) notices, and at least ten (10) days have passed since the transmission of the second notice. Client agrees that Benefitfocus shall not be liable to Client or to any Authorized User or other third party for any suspension of the Service pursuant to this Section.

IV. CONFIDENTIALITY

- A. **Definition of Confidential Information:** As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), in any format whether oral, written, electronic, or other, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Client shall include any personally identifiable information or protected health information of Client's employees, Client Data and benefit plans. Confidential Information of Benefitfocus shall include the Services and Documentation. Confidential Information of each Party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, trade secrets, and business processes disclosed by such Party. However, Confidential Information (other than Client Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- B. **Protection of Confidential Information:** The Receiving Party shall (i) protect and safeguard the confidentiality of all Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care, (ii) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement or otherwise in any manner to the Disclosing Party's detriment, and (iii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement. Neither Party shall disclose the terms of this Agreement, any Order Form or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other Party's prior written consent.
- C. **Compelled Disclosure:** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.
- D. **Protection of Client Data:** Benefitfocus shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Client Data in accordance with the Business Associate Addendum attached hereto. Benefitfocus shall not (i) modify Client Data, (ii) disclose Client Data except as compelled by law or as expressly permitted herein or in writing by Client, or (iii) access Client Data except to provide the Services and prevent or address service or technical problems, or at Client's request in connection with support matters. Upon written request by Client no more than once annually, Benefitfocus will provide Client with Benefitfocus' most recent AICPA Service Organizational Control Type 2 (or the equivalent successor thereto) ("SOC")

Reports, which may be redacted as applicable, but shall include at a minimum the controls that Benefitfocus may audit from time to time in the ordinary course of its business.

- E. **Return or Destruction of Confidential Information:** Upon request, each Party agrees to promptly return the other Party's Confidential Information in its possession, custody or control, or to certify the deletion or destruction of Confidential Information; provided, however, that the Receiving Party may retain a copy of any Confidential Information to the extent (i) required by applicable law or (ii) it would be unreasonably burdensome to destroy (such as archived computer records). In the event that return or destruction of Confidential Information is unduly burdensome, or not feasible, the Parties shall extend the protections of this Article to the retained Confidential Information, and which protections and provisions shall survive the termination of this Agreement.

V. TERM AND TERMINATION

- A. **Term:** The term of this Agreement shall begin on the Effective Date and shall continue thereafter until: (i) the expiration or termination of all Order Forms hereunder; or (ii) terminated by a non-breaching Party due to a material breach or default under this Agreement, which breach continues for thirty (30) days after a written notice to cure such breach, or if cure is not possible within said thirty (30) day period, the breaching Party has not commenced reasonable steps to cure such breach.
- B. **Termination by Insolvency:** Either Party may terminate this Agreement by providing written notice to the other Party if the other Party becomes insolvent, makes an assignment for the benefit of creditors, files a petition in bankruptcy, permits a petition in bankruptcy to be filed against it, or admits in writing its inability to pay its debts as they mature, or if a receiver is appointed for a substantial part of its assets. In the event that this Agreement is terminated or rejected by a Party or its receiver or trustee under applicable bankruptcy laws due to such Party's bankruptcy, the Parties agree that this is a services agreement, and that there are no rights and licenses granted under or pursuant to this Agreement by such Party to the other Party which shall be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code and any similar laws in any other country, licenses of rights to "intellectual property" as defined under Section 101(35A) of the U.S. Bankruptcy Code.
- C. **Termination for Non-Appropriation of Funds.** Notwithstanding any other provision of this Agreement, it is understood and agreed to by the Parties hereto that Client shall be bound and obligated hereunder only to the extent that the funds have been appropriated and budgeted for the purpose of this Agreement. In the event funds are not appropriated and budgeted by or to Client in any fiscal year for payment due under this Agreement, Client shall immediately, but in no event less than thirty (30) days prior to end of fiscal year, notify Benefitfocus of such occurrence and this Agreement may terminate on the last day of the fiscal year for which an appropriation(s) was (were) received without penalty or expense to Client.
- D. **Effect of Termination:** Upon termination or expiration of this Agreement, except as permitted under this Article V, Client shall have no rights to continue to use or access the Services. If this Agreement is terminated by Client for any reason other than a termination expressly permitted by this Agreement, then all of the fees due under this Agreement for the remainder of the then current term shall be deemed earned and payable.
- E. **Retrieval and Deletion of Client Data:** Upon the expiration or termination of this Agreement or Order Form(s), as applicable, Benefitfocus shall immediately deactivate the applicable Client account(s). For a term of 30 days following the termination or expiration of this Agreement or the applicable Order Form(s), and upon Client request, Benefitfocus will grant to Client, at no charge, limited access to the Services, solely to Client's Administrator, for the sole purpose of permitting Client to retrieve or download any Client Data stored within the Software Services, provided that Client has paid in full all undisputed amounts owed to Benefitfocus, and Client is not otherwise in breach of any other provision of this Agreement. Thereafter, Benefitfocus shall have the right and be entitled to delete or securely archive any Client Data from Benefitfocus' production or test environments. After such 30-day period, unless otherwise required by applicable law, Benefitfocus shall have no obligation to maintain or provide any Client Data. Client further agrees that Benefitfocus shall not be liable to Client, nor to any Authorized User or third party, for any termination of Client access to the Service or deletion of Client Data, provided that Benefitfocus is in compliance with the terms of this Section.
- F. **Transition Services:** In the event that this Agreement or applicable Order Form expires, or is not renewed, then upon notice reasonably received prior to the date of expiration, in addition to the periodic and limited access provided pursuant to Section 5.4, Client may elect to request that Benefitfocus continue to provide the Software Services to a limited number of Authorized Users, for the period of time requested by Client (but in no event to exceed six (6) months). Such Transition Services shall be subject to Benefitfocus then current fees and will be available only if Client is current on all undisputed invoices (and to the extent there are disputed invoices pursuant to Section 3.3, Client and Benefitfocus have resolved such invoices within 30 days of termination of the applicable Order Form), Client continues to pay all fees when due, and is not otherwise in breach of this Agreement or Order Form.

VI. INDEMNIFICATION

- A. **Mutual Indemnification:** Each Party (the "Indemnifying Party") shall, at its own expense, defend the other party (the "Indemnitee") from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") arising out of or relating to the Indemnifying Party's breach of Section IV (Confidentiality) and indemnify the Indemnitee from and against liability, damages, and costs finally awarded or entered into in settlement (including, without limitation, reasonable attorneys' fees)

(collectively "Losses") to the extent based upon such a Claim. For the avoidance of doubt, each Party shall be responsible for its own acts and omissions.

- B. **Infringement Indemnification:** If during the term of this Agreement or any Order Form, the Benefitfocus proprietary software or any aspect of the Software Services is, or in Benefitfocus' opinion is likely to be, enjoined due to infringement of a third party's intellectual property rights, Benefitfocus will notify Client and at its own expense and option do any one or more of the following: (i) procure the right for Client to continue using the infringing item; (ii) replace at no charge to Client the infringing item with a non-infringing item that is reasonably equivalent in functionality; (iii) modify the infringing item to be non-infringing and reasonably equivalent in functionality; or (iv) terminate Client's rights to access or use the infringing item and equitably adjust the fees for any Software Services impacted by such termination. For the avoidance of doubt, Benefitfocus will indemnify, defend and hold harmless Client for any Claims that allege the Services infringe on the intellectual property rights of a third-party.
- C. **Indemnification by Client:** Client shall defend Benefitfocus against any Claim by a third party that arises out of or relates to Client's or Authorized User's acts or omissions with regard to Client Data or that alleges that Client's use of the Services infringes or misappropriates the intellectual property rights of a third party or violates applicable law and shall indemnify and hold harmless Benefitfocus for any Losses.
- D. **Conditions:** The obligations of indemnification are subject to the condition that the Party seeking indemnification give the other: (i) prompt written notice of any Claim or action for which indemnity is sought; (ii) complete control of the defense and settlement thereof by the Indemnifying Party, provided all settlements adverse to the interests of the indemnified Party shall be approved by that Party; and (iii) cooperation in the defense of the indemnified matter. This Section 6 states the Indemnifying Party's sole liability, and the Indemnitee's exclusive remedy for any type of third-party claim described in this section.
- E. **Texas Law Applicable to Indemnification:** All indemnifications or limitations of liability or statutes of limitations shall be to the extent authorized under Texas law and shall follow Texas law without modifying the Client's rights.
- F. **No Waiver of Sovereign Immunity or Powers:** Nothing in this agreement will be deemed to constitute a waiver of sovereign immunity or powers of Client, the Williamson County Commissioners Court, or the Williamson County Judge.

VII. WARRANTIES & REPRESENTATIONS

- A. **Warranties and Representations of Benefitfocus:** Benefitfocus warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) the Software Services shall perform materially in accordance with the Documentation, (iii) the functionality of the Services will not be materially decreased during the term of the applicable Order Form, (iv) that the Professional Services hereunder shall be performed in a good and workmanlike manner consistent with generally accepted industry standards; (v) Benefitfocus has the required authority and right to provide the Services; (vi) Benefitfocus has not received notice of, and has no reasonable basis to believe that the Services infringe upon any intellectual property rights of any other party; and (vii) upon request from the Client, Benefitfocus will correct any error or omission attributable to Benefitfocus in connection with the Services at no additional charge to Client.
- B. **Remedy:** For any breach of a warranty stated, above Client's exclusive remedy shall be to terminate the Agreement and applicable Order Form as provided in Section 5.1.
- C. **Representations and Warranties of Client:** Client represents and warrants that (i) it has validly entered into this Agreement and has the legal power to do so, (ii) Client will possess all necessary and required authority and permissions to permit Benefitfocus to perform all the obligations under this Agreement; and (iii) the Services provided by Benefitfocus shall not include or imply any discretionary authority by Benefitfocus over the operation of the Client benefit plan in any manner that would cause Benefitfocus to be deemed a "fiduciary", trustee, plan administrator or named fiduciary of the Client benefit plan pursuant to ERISA or any applicable law; and (iv) Client will make all necessary arrangements with its third party vendors to cause such vendors to send and receive Client Data from Benefitfocus as required for Benefitfocus to perform the Services.

VIII. DISCLAIMERS & LIMITATION OF LIABILITY

- A. **DISCLAIMER OF WARRANTIES: EXCEPT AS SPECIFICALLY REPRESENTED OR WARRANTED WITHIN THIS AGREEMENT, BENEFITFOCUS SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ALL WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE, OR THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION. ALL THIRD-PARTY CONTENT AND/OR SERVICES SELECTED BY CLIENT ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY CONTENT OR SERVICES IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY CONTENT OR THIRD PARTY SERVICE PROVIDER. CLIENT ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATIONS OR WARRANTIES MADE BY BENEFITFOCUS OTHER THAN AS SPECIFICALLY SET FORTH HEREIN.**
- B. **Limitation of Liability:** Except for Claims for indemnification under Article VI, or breach of a Party's obligations under Article IV, or Client's infringement of Benefitfocus intellectual property rights, in no event shall either Party's aggregate liability arising out of or related to this Agreement, whether in contract, tort or under any other theory of liability, exceed the amounts actually paid by or due from Client

for the services during the term of the applicable Order Form under the which cause of action arose. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, COVER, OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, REVENUES OR OTHER FINANCIAL LOSSES,) ARISING UNDER OR RELATING IN ANY WAY TO THE SERVICES OR THIS AGREEMENT. The foregoing shall apply regardless of the negligence or other fault of the Party and regardless of whether such liability arises from contract, negligence, tort, strict liability or any other theory of legal liability. THE FOREGOING LIMITATIONS REPRESENT A BARGAINED FOR ALLOCATION OF RISK, WHICH ALLOCATION IS A MATERIAL ELEMENT OF THIS AGREEMENT, TO THE MAXIMUM EXTENT POSSIBLE UNDER APPLICABLE LAW.

IX. GENERAL PROVISIONS

- A. **Publicity:** Client agrees that Benefitfocus may: (i) use Client's name solely to name Client as a new Benefitfocus customer in its quarterly earnings release; and (ii) use Client's approved logo to identify Client as a Benefitfocus customer on the Benefitfocus website. The Parties further agree to jointly develop a mutually agreeable Press Release regarding the Parties' relationship prior to or within a reasonable time after Client commences use of the Software Services. Except as provided herein, or as required by law, neither Party will use the other's name, customers or trademarks in any advertisement, news release or other public communication.
- B. **Relationship of the Parties:** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- C. **Non Solicitation:** Neither Party will directly or indirectly solicit for employment any employee of the other Party, during the term of this Agreement and for a period of twelve (12) months thereafter. For the avoidance of doubt, neither Party is prohibited from employing an individual who approaches it about employment opportunities or who applies for a position in response to a posting, employment advertisement or other general solicitation of employment, or whose resume is posted by the individual to an employment web site that is searchable by a Party, whether during the Term or thereafter.
- D. **Assignment of Agreement:** Except as otherwise provided for in this Section, neither Party shall assign (whether by operation of law or otherwise) this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign this Agreement without the written consent of the other Party to a successor entity or purchaser acquiring all or substantially all of its assets, provided, (i) such successor entity or purchaser is not a competitor of the non-assigning Party; and (ii), that such successor entity or purchaser agrees to assume in writing all of the rights, duties and obligations of the assigning Party under this Agreement for the term hereof. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.
- E. **Entire Agreement; Precedence:** This Agreement contains the entire understanding between the Parties and supersedes and replaces any prior or contemporaneous agreement or understanding between the Parties with respect to the subject matter hereof. No amendment or modification of the Agreement shall be valid, unless made in writing and signed by both Parties hereto. Each of the Recitals, Order Forms, Amendments and Addenda, which may be attached hereto are incorporated by reference into this Agreement as if fully stated herein. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any term or condition of any exhibit hereto or any transactional or other document issued in connection herewith, any such conflict will be resolved by giving precedence in the following order, most recently dated document first: (i) the Order Forms, as may be amended from time to time, and any exhibits or attachments thereto; (ii) this Agreement, as may be amended; and (iii) Addenda to this Agreement.
- F. **Mediation:** The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this Contract.
- G. **Venue and Governing Law:** Venue of this contract shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- H. **Right to Audit:** Upon request, Benefitfocus will provide supporting documentation to validate the fees charged on the invoice for the Services provided under this Agreement. Additionally, no more than once per year, and only to the extent the controls being audited are not addressed in an independent audit or independent assessment report that Benefitfocus previously provided to Client, upon at least thirty days' written notice, Client may, at its own expense, conduct an assessment of Benefitfocus' physical and/or technical environments related to the use and disclosure of PHI received from, or created or received by Benefitfocus on behalf of Provider or the safeguarding of such PHI to monitor compliance with this Agreement. Benefitfocus will reasonably cooperate with such assessment by providing access to knowledgeable personnel, physical premises, and documentation reasonably necessary to assess the controls applicable to the infrastructure and application software that process, store or transport data for Client pursuant to this Agreement. For the avoidance of doubt, this does not grant any additional system or network access not already granted under the Agreement.
- I. **Proprietary Information and Texas Public Information Act:** The Parties acknowledge and agree that certain information may be subject to disclosure under the Texas Public Information Act. Benefitfocus shall mark confidential and proprietary information and Client will, to the maximum extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary.
- J. Furthermore, it is expressly understood and agreed that Williamson 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 Williamson County as to whether or not the same are available to the public. It is further understood that Client's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Client, its officers and



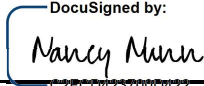
Client Services Agreement

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 Client by a party hereto, provided Client acted in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.


- K. **Notices:** Any notices required or permitted hereunder shall be in writing and shall be delivered in person, by nationally recognized overnight courier service, by certified U.S. mail, postage prepaid, return receipt requested, or if provided herein or in an Order Form – email, addressed to the Party to be notified and in the case of Benefitfocus, to General Counsel, email Legal1@benefitfocus.com; and in the case of Client, to President/Owner at the address for such Party first set forth above or such address as either Party may hereafter specify in accordance herewith.
- L. **Attorney’s Fees:** If any action is brought by either Party against the other Party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party all reasonable attorneys’ fees, costs and expenses incurred in connection with the prosecution or defense of such action.
- M. **Force Majeure:** Neither Party hereto shall be in breach or default of any provision of this Agreement by reason of its delay or failure to meet any of its obligations hereunder due to any event, circumstance, or cause beyond its control such as, but not limited to, circumstances beyond Benefitfocus’ reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Benefitfocus employees), Internet service provider failures or delays, failures of telecommunication, or denial of service attacks. The performance of this Agreement shall then be suspended for as long as any such event shall prevent the affected Party from performing its obligations under this Agreement.
- N. **No Third Party Beneficiaries:** Nothing herein shall confer, upon any person other than Benefitfocus, Client and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- O. **Invalidity; Waivers:** If any provision or portion of this Agreement is held invalid, illegal, void or unenforceable as it appears in this Agreement by reason of any rule of law, then such provision shall be construed as being enforceable to the extent allowed thereunder. All other provisions of this Agreement shall nevertheless remain in full force and effect. Neither of the Parties shall be deemed to have waived any of its rights, powers or remedies hereunder except in writing by the waiving Party.
- P. **Survival of Terms:** Notwithstanding the expiration or earlier termination of this Agreement for any reason, the provisions of Articles II, III, IV, VI, and IX of this Agreement shall remain in full force and effect.
- Q. **Subcontractors:** Benefitfocus may engage third parties to perform Services under this Agreement (each, a “Subcontractor”). Benefitfocus shall remain responsible and liable for Subcontractor’s performance of the Services.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective authorized representatives, in multiple counterparts, each of which when executed will be deemed to be an original but all of which taken together will constitute one and the same agreement.

BENEFITFOCUS.COM, INC.

DocuSigned by:

 By: _____
 Print: Nancy Nunn
 Title: VP, Corporate Controller
 Date: March 29, 2021

WILLIAMSON COUNTY


 By: _____
 Print: Judge Bill Gravell Jr.
 Title: County Judge
 Date: Apr 6, 2021



Order Form

Pursuant to the terms and conditions set forth in the Client Services Agreement (“Agreement”) between Benefitfocus.com, Inc. (“Benefitfocus”) and Williamson County (“Client”) (collectively the “Parties”) and this Order Form, the Parties agree that Benefitfocus will provide to Client those Software Services identified and marked with an “X” in Section II for the fees indicated. The Professional Services and/or Software functionality (as applicable) are defined in the attached appendices.

I. Client Information		<input checked="" type="checkbox"/> New Client	<input type="checkbox"/> Existing Client	<input type="checkbox"/> System Integrator Implementation	<input type="checkbox"/> Reseller
1. Client Name:	Williamson County				
2. Address:	100 Wilco Way Georgetown, TX 78626				
3. Effective Date:	April 7, 2021				
4. Target Go-Live Date:	October 1, 2021				
5. End of Initial Term:	3 years from the date of <i>Benefitplace</i> Deployment as defined in Section IV				
6. Account Executive:	Amy Walker				
7. Solutions Engineer:	Sarah Collins				
8. Client Contact (name, phone number and email):	Shelley Loughrey 512-943-1533 sloughrey@wilco.org				
9. Invoice Contact (name, email, address and county):	Shelley Loughrey sloughrey@wilco.org Williamson County Benefits Dept. 100 Wilco Way HR-101 Georgetown, TX 78626 Williamson County				
10. Duplicate Invoice: (Yes/No):	No				
11. Duplicate Invoice Contact Information (name, email, address):	Not applicable				
II. Services:					
PROFESSIONAL & SOFTWARE SERVICES					
<input checked="" type="checkbox"/> Benefitplace® <input checked="" type="checkbox"/> Health Insights <input type="checkbox"/> HCM API <input checked="" type="checkbox"/> Benefits Service Center <input type="checkbox"/> Benefitplace Health Insights (Stand Alone) <input type="checkbox"/> Additional Insights Data Sources (In Excess of Three) Benefitplace Product Upgrades <input checked="" type="checkbox"/> Single Sign-On (SAML 2.0) <input type="checkbox"/> Additional HCM/payroll deduction files <input type="checkbox"/> Additional Data Load (Two (2) or More) <input type="checkbox"/> Total Compensation App (Self-Service) <input type="checkbox"/> acaMax Benefitplace Administrative Services <input type="checkbox"/> Verification Services <input type="checkbox"/> One Time Dependent Audit <input type="checkbox"/> Ongoing Verification <input type="checkbox"/> Fulfillment Services <input type="checkbox"/> Open Enrollment Confirmation Statements <input type="checkbox"/> Color <input type="checkbox"/> Black & White <input type="checkbox"/> Post Cards (Color) <input type="checkbox"/> Custom Fulfillment Services <input type="checkbox"/> QMCSO Services <input type="checkbox"/> COBRA Administration <input checked="" type="checkbox"/> Benefitfocus ACA Management & Reporting <input type="checkbox"/> Optional Data Support Services <input type="checkbox"/> ACA Paper Fulfillment Services			<input type="checkbox"/> Benefits Service Center Upgrade Options <input type="checkbox"/> Extended Hours <input type="checkbox"/> Extended Hours (Open Enrollment Only) Benefitplace Professional Services <input type="checkbox"/> Content Management Services: <input type="checkbox"/> One-Time <input type="checkbox"/> Refresh <input type="checkbox"/> Migration <input type="checkbox"/> Additional hours <input type="checkbox"/> Ongoing Subscription <input type="checkbox"/> Custom Report <input type="checkbox"/> Transmission Project <input type="checkbox"/> Business Restructuring Services <input type="checkbox"/> Annual <input type="checkbox"/> One-Time <input type="checkbox"/> Equifax Essentials Solution <input type="checkbox"/> Standard Support <input type="checkbox"/> Premium Support Benefitplace Additional Services: <input type="checkbox"/> One Place Registration Services <input type="checkbox"/> Open Enrollment Reservation Benefitplace Billing Services: <input type="checkbox"/> Direct Billing <input type="checkbox"/> Billing & Payment		



Order Form

WageWorks, Inc. Services						
WageWorks, Inc.						
<input type="checkbox"/> COBRA <input type="checkbox"/> Complink 1 <input type="checkbox"/> Complink 2	<input type="checkbox"/> Direct Billing <input type="checkbox"/> Full Open Enrollment Services <input type="checkbox"/> Partial Open Enrollment Services	<input type="checkbox"/> HRA <input type="checkbox"/> Form 5500 (HRA)	<input type="checkbox"/> Commuter <input type="checkbox"/> FSA <input type="checkbox"/> Form 5500 (FSA)			
Benefitplace Consumer Directed Healthcare Accounts						
<input type="checkbox"/> FSA <input type="checkbox"/> HRA <input type="checkbox"/> HSA						
III. Professional Services:						
A. Service:						One-Time Fee
Benefitplace with Health Insights for Enrollment Eligible (Full) Employees						\$46,194.50
Single Sign-On (Requires SAML 2.0) (1 link)						\$2,500
Benefits Service Center						\$0 (waived)
HCM/API Integration Suite Payroll Integration Data Interfaces (Number: 1)						\$0 (waived)
TOTAL ONE-TIME FEES						\$48,694.50
B. Professional Services Terms and Conditions:						
1. Professional Services shall commence upon the Effective Date, and continue until Acceptance, as defined in Section III.B.2.						
2. Acceptance procedures are as follows:						
a. Each deliverable identified by Benefitfocus during implementation as Professional Services deliverables will be Accepted upon the earlier of; (i) Client uses the applicable Software Services or deliverable(s) under essentially normal operating conditions, or (ii) Client fails to reject the applicable Software Services within ten (10) business days of Benefitfocus' notice that the applicable Professional Services have been completed.						
b. Should Client reject a deliverable, such rejection must be accompanied by an explanation of the reasons for the rejection, including specific references to those portions of any relevant schedule, deliverable, acceptance criteria, or product Documentation, which is the basis for the rejection, including identifying those deficiencies that must be corrected in order for the deliverable to be Accepted. Client shall not offer as the basis for any rejection, and Benefitfocus shall not be required to correct, (i) any minor imperfections or defects that do not materially impair the operation or utility of any deliverable or the Software Services; or (ii) lack of data transmission to any non-integrated carriers; or (iii) any delays caused by Client or Client's carriers or vendors.						
3. Except as otherwise stated herein, the Professional Services fees defined in Section III will be invoiced upon Client's execution of this Order Form. Benefitfocus will invoice Client for any increases in the number of units (e.g., Enrollment Eligible Employees, Non-Enrollment Eligible Employees, Transmission Projects, Vendor Data Interfaces, Single Sign-On links, etc.) that occurs during the <i>Benefitplace</i> implementation upon Client's Acceptance.						
4. Client agrees that the Base <i>Benefitplace</i> Professional Services Fees include data exchange configuration enablement and testing services for the Vendor Data Interfaces listed in Appendix A. An additional one-time fee will apply for any changes or additions to such Vendor Data Interface list as defined hereunder.						
5. Support of an HCM Integration Suite solution beyond the scope defined in Appendices A and B, including, without limitation, a change in the described solution or an increase in the number of HCM Integration Suite Data Integration Interfaces to be supported, requires further scoping and fees. Except to the extent the delay is solely caused by Benefitfocus, and unless otherwise agreed upon in writing, there will be no extensions or refunds in the event Client fails to use the HCM Integration Suite Professional Services within twelve (12) months of the Effective Date.						
6. Client agrees to reimburse Benefitfocus for reasonable travel expenses approved in advance by Client for Professional Services for the implementation of the selected Software Services and understands that travel is not included within the fees presented herein and is an additional charge, which shall be invoiced at cost to the Client.						
IV. Ongoing Software Services:						
A. Services Description	Invoice Frequency	Rate	Employee Type	Minimum Quantity	Minimum Fee	Billing Terms
<i>Benefitplace with Health Insights</i>	Monthly	\$4.83	Enrollment Eligible Full	2,035	\$9,829.05	See Order Form, Section IV.B.2
<i>Benefitplace with Health Insights</i>	Monthly	N/A	Enrollment Eligible Voluntary Only	N/A	N/A	Not in Scope
<i>Benefitplace with Health Insights</i>	Monthly	N/A	Non-Enrollment Eligible	N/A	N/A	Not in Scope



Benefits Service Center	Monthly	\$1.71	Enrollment Eligible Employees	2,035	\$3,479.85	See Order Form, Section IV.B.3
Benefitfocus ACA Management & Reporting Services	Annual	\$3	All employees	1,925	\$5,775	See Order Form, Section IV.B.4

B. Ongoing Software Services Terms and Conditions

1. At the End of the Initial Term, and any renewal term thereof, the Ongoing Software Services shall automatically renew for additional one (1) year terms (each a "Renewal Term"), unless either party provides written notice of its intent to not renew not less than ninety (90) days prior to the end of the then current term. In the event Client wishes not to renew this Order Form, Client must give Benefitfocus written notice of intention to not renew according to the timeframes defined herein and prior to the expiration of the then-effective period. Any such notice must be sent to Benefitfocus by email to Legal1@Benefitfocus.com or as required by the Agreement. Notices sent to Benefitfocus via any other method are not effective and will not result in non-renewal of this Order Form.
2. **Base Benefitplace with Health Insights Software Services:**
 - a. Commencement of the *Base Benefitplace with Health Insights* Software Services invoicing shall begin upon: (i) the month in which the Software Services achieve *Base Benefitplace* Deployment. "*Base Benefitplace* Deployment" is defined as the date that, (a) the Communication Portal available for use by Client (or any Authorized Users), or (b) any benefit to be managed within the enrollment module is available for use by Client (or any Authorized Users) or, (ii) provided that the delay is not caused solely by Benefitfocus, the Target Go-Live Date. For each day of delay caused solely by Benefitfocus, Deployment shall be delayed by an equal number of days.
 - b. Upon *Base Benefitplace* Deployment, and monthly thereafter, Benefitfocus will invoice Client based upon the greater of: (i) the minimum number of Enrollment Eligible Employees (Full or Voluntary Only) and Non-Enrollment Eligible Employees multiplied by the respective PEPM rate; or (ii) the actual number of Enrollment Eligible Employees (Full or Voluntary Only) and Non-Enrollment Eligible Employees loaded within the *Benefitplace* multiplied by the respective PEPM rate.
 - c. Client agrees that the *Base Benefitplace* Professional Services Fees include data exchange configuration enablement and testing services for the Vendor Data Interfaces defined in Appendix A. For any change or addition to the list defined in Appendix A, a \$3,500 fee per change shall apply for Transmission Data Vendor Interfaces and a \$8,000 fee per change for Transmission Project Data Vendor Interfaces and will be invoiced to Client as incurred. For the avoidance of doubt, an addition of a BenefitsPlace Benefit Catalog product or a replacement of a BenefitsPlace Benefit Catalog product with another BenefitsPlace Benefit Catalog product will not incur a fee.
3. **Benefits Service Center Services:**
 - a. Commencement of the Benefits Service Center Services invoicing shall begin upon: (i) the month in which the Benefits Service Center Services are made available to Client (or any Authorized Users), or (ii) provided that the delay is not caused solely by Benefitfocus, the Target Go-Live Date. For each day of delay caused solely by Benefitfocus, invoicing shall be delayed by an equal number of days.
 - b. Upon Commencement of the Benefits Service Center Services, and monthly thereafter, Benefitfocus will invoice Client based upon the greater of: (i) the minimum number of Enrollment Eligible Employees (Full or Voluntary Only) and Non-Enrollment Eligible Employees multiplied by the respective PEPM rate; or (ii) the actual number of Enrollment Eligible Employees (Full or Voluntary Only) and Non-Enrollment Eligible Employees loaded within *Benefitplace* multiplied by the respective PEPM rate.
4. **Benefitfocus ACA Management & Reporting Services:**
 - a. Standard IRS Reporting Services. Benefitfocus will invoice Client for the PEPY fee for the IRS Reporting Period selected above on April 1 of the IRS Reporting Period year or upon contract execution and, provided Client renews, each April 1 thereafter for the remainder of the Order Form term at the above PEPY rate. For the selected IRS Reporting Period and each additional Reporting Period thereafter, Benefitfocus will also determine the difference between the number of employees invoiced by Benefitfocus as of April 1 of the applicable Reporting Period and the actual number of employees electronically submitted to the IRS following such Reporting Period, and, to the extent the number of employees electronically submitted to the IRS is higher, then Benefitfocus will also invoice Client for the additional number of employees electronically submitted to the IRS multiplied by the above PEPY.
5. **Definitions:**
 - a. An "Additional *Benefitplace* Data Source for Initial Load" means that term defined in Appendix A to this Order Form.
 - b. A "Data Capture" means that term defined in Appendix A to this Order Form.
 - c. A "Vendor Data Interface" means that term defined in Appendix A to this Order Form.
 - d. An "Enrollment Eligible Employee" term used without reference to "Full" or "Voluntary Only" means both Enrollment Eligible Employee (Full) and Enrollment Eligible Employee (Voluntary Only).
 - e. An "Enrollment Eligible Employee (Full)" means an employee that is eligible for at least one (1) medical, dental, vision, or other IRC Section 125 benefit type within the *Benefitplace*.



- f. An "Enrollment Eligible Employee (Voluntary Only)" means an employee that is only eligible for enrolling in one (1) or more non-IRC Section 125 benefit types configured within the *Benefitplace*.
 - g. A "Non-Enrollment Eligible Employee" means an employee that is not eligible for enrollment in a benefit configured within the *Benefitplace* and is either, (i) provided access to the Employee Communication Portal component of the *Benefitplace*, or (ii) not provided access to the *Benefitplace* and, if applicable, is loaded within the *Benefitplace* solely for the purpose of performing data transmission and/or reporting functions.
 - h. An "Enrolled Employee with Dependent(s)" means a Client employee loaded within the *Benefitplace* that is enrolled in one or more configured benefit plans with a coverage level that includes at least one enrolled dependent.
 - i. A "HCM Integration Suite Data Integration Interface" means one data transmission link that includes up to one (1) inbound employee demographic file from Client's HR indicative or payroll system for importing within the *Benefitplace* and one (1) outbound deduction file exported to Client's HR indicative or payroll system from the *Benefitplace*.
 - j. A "Transmission Vendor Data Interface" means that term defined in Appendix A to this Order Form.
 - k. A "Transmission Project Vendor Data Interface" means that term defined in Appendix A to this Order Form.
6. The fees set forth in the Order Form will remain fixed for the first twelve (12) months following Deployment. Annually, thereafter, Benefitfocus will increase the Ongoing Software Services fees on an annual basis by the greater of 3% or CPI-U.
7. Certain services under this Order Form may be performed by Benefitfocus or Benefitfocus' subcontractors and vendors located abroad. Notwithstanding any such services performed by third parties, Benefitfocus shall remain liable for all services performed hereunder.

This Order Form is accepted and agreed to by:

BENEFITFOCUS.COM, INC.

DocuSigned by:
 By: Nancy Nunn
C2FCD423700D422...
 Print: Nancy Nunn
 Title: VP, Corporate Controller
 Date: March 29, 2021

WILLIAMSON COUNTY

By: Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Apr 6, 2021 14:08 CDT)
 Print: Judge Bill Gravell Jr.
 Title: County Judge
 Date: Apr 6, 2021



Appendix A: Implementation Order Form

Section I: HCM/API Integration Provider(s):

Total Number of HCM/API Integration Data Interfaces: 1

Vendor System/Version	File Type	Inbound or Outbound Exchange	System Administered by Vendor, Client, or Broker	Standard or Custom
Oracle E-Business	Employee Demographic File	Inbound	Client	Standard
Oracle E-Business	HCM Deduction File	Outbound	Client	Standard

Section II: Direct Vendor Interfaces (Non-Benefit Catalog)

Total Number of Transmission Projects: 0

Total Number of Vendor Interfaces in Excess of Six (6): 0

Vendor Interface	Benefit Type	Data Capture, Transmission, Transmission Project, or Transmission (API)	PEPY (Y/N)?
UHC	Medical	Transmission	No
UHC	Dental	Transmission	No
UHC	Vision	Transmission	No
UHC	FSA	Transmission	No
UHC	DCFSA	Transmission	No
Symetra	Basic Life	Data Capture	No
Symetra	Basic AD&D	Data Capture	No
Symetra	Supplemental Life	Data Capture	No
Symetra	Supplemental AD&D	Data Capture	No
Symetra	Spouse Life / AD&D	Data Capture	No
Symetra	Dependent Life / AD&D	Data Capture	No
Symetra	Voluntary STD	Data Capture	No
Symetra	Voluntary LTD	Data Capture	No
MetLife	Accident	Transmission	Yes
MetLife	Critical Illness	Transmission	Yes
Hyatt / MetLife	Legal	Transmission	No
InfoArmor	Identity Theft	Transmission	Yes
Nationwide	Pet Insurance	Transmission	No

Section III: Benefit Catalog Vendor Interfaces: N/A

Section IV: Single Sign-On:

Total Number of SSO Link(s): 1

Single Sign-On Vendor	Direction (relative to Benefitfocus) Inbound or Outbound
Williamson County Sharepoint	Inbound

Section V: *Benefitplace* Vendor Data Sources:

Total Number of *Benefitplace* Data Sources for Initial Load in Excess of one (1): 0



Appendix A: Implementation Order Form

Section VI. *Benefitplace* Health Insights Data Sources

<i>Benefitplace</i> Health Insights Data Source Support Services			
Ongoing Data File Sources	Historical Data File Sources	Data File Type	Frequency
UHC	UHC	Medical Claim	Historical - one time; Ongoing - monthly
UHC	UHC	Medical Carrier Eligibility	Historical - one time; Ongoing - monthly
UHC	UHC	Prescription Claim	Historical - one time; Ongoing - monthly

Section VII. Definitions:

1. “*Benefitplace* Data Source for Initial Load” means a third-party data source that is used to complete the initial data load of Client’s employee data within *Benefitplace* during the initial *Benefitplace* implementation.
2. “*Benefitplace* Health Insights Data Source” means a third party or Client-supplied data file source, which may include new, historical or replacement medical claim, prescription claim, eligibility and/or ancillary data file(s).
3. “Data Capture” link means that the applicable benefit type will be enabled and the associated benefit elections will be stored within the Enrollment Portal; provided, however, the transmission of such benefit elections data from Benefitfocus to the applicable carrier or third party provider system is not commercially available or in scope, and shall be the responsibility of Client (or its Authorized User) utilizing Benefitfocus’ standard or ad-hoc reports through self-service.
4. “HCM Integration Data Interface” means one data transmission link that includes up to one (1) inbound employee demographic file from Client’s HRIS system for importing within *Benefitplace* and one (1) outbound HRIS or HCM integration file exported to Client’s HR indicative or payroll system from *Benefitplace*.
5. “SSO Link” means a single sign-on link defined if designated as in scope per the Order Form.
6. “Transmission Vendor Data Interface” means that an interface to transmit the applicable employee benefits data from Benefitfocus to the applicable vendor system is commercially available for enablement within *Benefitplace* and will be enabled, tested, and deployed within Client’s production environment by Benefitfocus. This link also includes an API link made commercially available by Benefitfocus.
7. “Transmission Project Vendor Data Interface” means that the applicable vendor benefit type will be enabled as a Data Capture link; provided, however, that Benefitfocus will add such request to its EDI development queue in order to convert to a Transmission Vendor Data Interface.
8. “Vendor Interface” means a file containing Client Data for one or more vendor benefit products or other vendor indicative data that is transmitted from the *Benefitplace* Client’s third-party vendor or received from Client’s third-party vendor for importing within the *Benefitplace*.

This Appendix defines a high-level overview of the Professional Services to implement the Software Services specified in the Order Form between Client and Benefitfocus. Detail regarding specific tasks, resources, and deliverables are defined within the project plan created as part of project coordination and discovery.

I. Benefitfocus Benefitplace (“Benefitplace”) Professional Services:
A. Benefitfocus shall:

1. Conduct pre-implementation coordination and scheduling
2. Hold a discovery kick-off call to initiate implementation project, no later than ten (10) business days after second signature of this Order Form.
3. Create, review, and finalize project plan for *Benefitplace* implementation
4. Review and finalize system configuration and Documentation
5. Provide access to on-demand online standard training videos, assessments, and product documentation designed to provide users with foundational skills.
6. Provide quarterly content updates to ensure training information is aligned with system functionality.
7. Conduct internal quality assurance and Client acceptance testing
8. Complete Client Acceptance signoff and deploy to a production environment
9. For this implementation, Benefitfocus will configure one (1) benefit plan year, open enrollment. Should the Client request to change the scope of the implementation, Benefitfocus reserves the right to reassess the resource allocation strategy and timeline for the project, initiate contracting for a change request order form, and to charge fees for additional effort.
10. Client shall:
 - a. Provide all plan documentation, rates, employee demographic data, eligibility rules, and any additional information reasonably necessary for the completion of discovery and configuration of the *Benefitplace*. All benefit documentation and benefit and census data must be provided prior to the implementation kickoff date. Delays in providing this information may result in the delay of the Target Go-Live Date.
 - b. Provide resources to attend status meetings, participate in the completion of discovery and the testing of the *Benefitplace*, including, but not limited to Human Resources, payroll and other data subject matter experts, and IT resources.
 - c. Complete online trainings as required by the implementation project plan
 - d. Complete testing and provide signoff at key milestones defined in the implementation project plan
 - e. Complete the testing and validation efforts required by the implementation project before the Target Go Live Date. This effort includes, but is not limited to, platform testing, payroll and HCM integration testing, and end-to-end process testing. Signoff for these activities must be provided by Client before the Target Go-Live Date.

B. The Professional Services defined under this Appendix are subject to the following implementation conditions:

1. All benefit plans and carriers must be finalized ninety (90) days prior to the Target Go-Live Date. If this information is delayed, the target go live date will be pushed by an equal number of days, without penalty to Benefitfocus. Benefitfocus must receive current state benefits information and data for census and benefit data before the project kickoff date. Any delay in receiving the initially requested information may delay the Target Go-Live Date.
2. Should the Client provide new requirements after the signoff for system testing and validation, Benefitfocus reserves the right to delay the Target Go-Live Date of the platform to allow for necessary rediscovery, configuration, and testing.
3. Benefitfocus will be implementing the active population benefits administration onto the *Benefitplace* platform. Retiree benefits will be managed on the platform.
4. Benefitfocus will not be managing the enrollments or deductions for policies that are individually underwritten. These will be managed outside the system, as the *Benefitplace* platform requires a group-based and rule-based strategy to premium calculation.
5. Should it be determined during the implementation that an additional Vendor Data Interface is required, Benefitfocus will work with the Client and the applicable vendor to set up the Vendor Data Interface after a change request Order Form has been signed. This change request Order Form will have an implementation timeline independent from the timeline established in this Order Form.
6. Additional services beyond the scope of this Section may require further scoping and pricing, including, without limitation, implementation of a new Vendor Data Interface, implementation of a new payroll interface, changes to an existing payroll interface, or configuration services associated with a merger, acquisition, divestiture or other business change which requires *Benefitplace* Restructuring Services

II. Benefitplace Implementation Services (Enrollment Portal):
A. Project coordination and discovery:

1. Hold a discovery kick-off call to initiate the implementation project, including providing Client with templates for gathering benefits, plan, and rule information
2. Review and finalize enrollment configuration documentation, including implementation profile, change reason profile, and client-specific rules

3. Limited to those benefits and benefit providers specified as “EDI Transmission” within the Implementation Order Form, Benefitfocus shall provide HIPAA 834 and iMax[®] format specifications and participate in discovery calls with Client and Client’s benefit provider to plan EDI protocols, including schedules, file naming conventions, transmission details (*e.g.*, URLs for Secure FTP), exception handling procedures, and data maps

B. Configuration of enrollment application and standard and advanced reporting functionality:

1. Configure enrollment application with Client’s plans, offerings, and designated carrier contract rules
2. Configure open enrollment dates and enablements
3. Enable standard and advanced *Benefitplace* reporting functionality
4. Benefitfocus offers standard reporting options that can be utilized through the self-service tool *Benefitplace*. Any manipulation or modification of these reports that is requested by Client is the responsibility of the Client, unless the building of custom reporting options has been purchased.
5. Each of the items listed above may require that the Client and Benefitfocus agree to certain standard parameters and rules, including, but not limited to, benefit eligibility, deduction calendar setup, qualified life event processing, and other applicable business rules that will be used by the Client. In other cases, the *Benefitplace* platform may provide alternative parameters and rules that may be used by the Client. However, in all cases, the functionality of the *Benefitplace* platform will be limited by the parameters, rules, alternatives and options that the *Benefitplace* platform currently uses and is designed to permit as of a given time to address the issues listed above.

C. Initial Data Load (Enrollment Portal):

1. Client will provide Benefitfocus with the appropriate data sets from either its current system of record or its carriers.
2. Once the applicable data files are received from Client and Client’s benefit providers (as applicable), Benefitfocus will load the applicable employee benefits data, dependent information, and current benefit elections that include EOI in the enrollment portal (excluding all benefit elections that do not include EOI beneficiary information) and perform internal quality assurance of loaded data. Benefitfocus will not load Beneficiary data.
3. Client understands the accuracy and completeness of the data loaded into the *Benefitplace* is directly impacted by the accuracy and completeness of the data provided by or on behalf of the Client.
4. Client will validate all data extracts prior to delivery from Client to Benefitfocus
5. Client will provide data files in the format defined in the *Benefitplace* file specification.
6. Benefitfocus may require that the Client shifts to an active open enrollment strategy where members must actively elect their benefits to retain them for the next plan year if the health of the data is in a poor state.

D. Conduct Client Acceptance testing:

1. Provide Client access to test system configured with Client-specific settings
2. Schedule and conduct a walkthrough of enrollment system with Client to review business rules and plan configurations
3. Verify data load, review exceptions with Client, and determine strategy for resolving data exceptions
4. Client will complete testing and validation of the *Benefitplace* platform prior to the Target Go-Live Date.
5. Provide templates for Client signoff on acceptance of employer and rate information

III. *Benefitplace* Implementation Services (Content Manager):

A. Project coordination and discovery:

1. Provide online training video and user guide
2. Hold a 1-hour discovery session to review Client corporate style, URL, and content library configuration

B. Configuration of the Content Manager:

1. Activate the Content Manager with Client-specific URL (20-character limit with no special characters or dashes)
2. Upload Client’s logo
3. Provide up to 5 hours of support to configure Content Manager navigation, pages, upload content, and audience filtering
4. Display pre-authored *Benefitplace* content per Client’s specifications

C. Client shall:

1. Provide Benefitfocus with URL and logo (.png, .gif or .jpg) image
2. Provide all written content
3. Complete configuration of the Content Manager in preparation for use by Client and its Authorized Users

IV. Advanced Branding

- A. Design advanced theme and branding provided by Benefitfocus Design Consultants, based upon branding guide provided by Client for the setup of a branding style tile. No additional branding updates will be made after the implemented deployment, unless assessed with additional charges. Includes:

1. Private label configuration
2. Configurable colors, fonts and styles throughout the Member Role™
3. Configurable design of small and large icons
4. Configurable colors and fonts of buttons

5. Configurable tab names, as applicable

V. Platform Usage Stats

- A. Enable Platform Usage Stats monitoring tool used to analyze member engagement and utilization of provided features. This includes the ability for Client HR Administrators to track member activity in the *Benefitplace*. Platform Usage Stats will be made available to the Client HR Administrator within the Benefits Administrator role.

VI. Data exchange (eLinks) Implementation Services:

- A. Implement and test the facilities for EDI data transmission (Transmission eLinks) and Data Capture (Transmission Projects) of benefit elections from *Benefitplace* to Client's benefit providers, who are integrated with Benefitfocus and identified within the Implementation Order Form as "Transmission" or "Data Capture (Transmission Project)", and utilizing HIPAA 834 or iMax® and benefit provider transmission schedules
- B. If it is determined throughout the implementation that the Client's membership system within the applicable vendor system uses a legacy format is not supported by the standard integration established between Benefitfocus and that vendor, or the vendor refuses to integrate with Benefitfocus for the Client, Benefitfocus may change the transmission status to "Data Capture."
- C. Should it be determined during the implementation that an additional vendor interface is required, Benefitfocus will work with the Client and the applicable vendor to set up an interface after a change request Order Form has been signed. This change request Order Form will have an implementation timeline independent from the timeline established in this Order Form and may be subject to additional fees.

EDI development for a Transmission eLink or a Data Capture (Transmission Project) requires the cooperation and consent of the applicable carriers or benefit providers, which may grant or withhold such cooperation and consent in their sole discretion, and which is further subject to the Benefitfocus integration schedule and software release process. Benefitfocus shall utilize commercially reasonable efforts to make such connections available by the Target Go-Live Date, but shall not be liable for any delay or failure by the carrier or benefit provider to grant such connection, and unless specifically stated herein, Benefitfocus does not warrant any date or availability for such connections. Client further acknowledges that additional scoping and pricing may be required to the extent a standard Benefitfocus file format and specifications are not utilized to convert a Data Capture (Transmission Project) into a Transmission eLink. Client shall provide Benefitfocus with the contact information for each carrier, along with authorization to contact each carrier to gather the necessary information to configure, test and deploy these connections.

D. Data exchange configuration and testing services:

1. Configure outbound data extraction jobs for each of Client's data transmission links
2. Create at least one (1) test file for each data transmission link and provide to the respective carrier/vendor via the documented transmission method.
3. Client shall require carrier/vendor to validate transmission within two (2) days of receipt.
4. Participate with Client on carrier/vendor testing calls to review and validate file extract
5. Any other transmission of Client's benefit election data shall be the responsibility of Client utilizing Benefitfocus' standard or ad-hoc reports (Client Self Service)

VII. HCM Integration Suite Implementation Services:

Due to the custom nature of HCM systems integrations, HCM Integration Suite Connect implementation is scheduled according to the Benefitfocus release schedule

- A. HCM Integration Suite Implementation Services requires technical discovery and configuration
- B. **Inbound and outbound files:** Implement one (1) file-based data exchange (inbound demographic file and outbound deduction file) interface to and from Client system using a Benefitfocus file format. Benefitfocus will:
 1. Hold a discovery call with Client's payroll or HRIS system subject matter expert
 2. Provide specifications to Client on the Benefitfocus file format and required data elements
 3. Document schedule and connections specifications for regular inbound and outbound file exchange
 4. Review Benefitfocus job and exception reports and define error resolution procedures
 5. Determine and document a schedule for payroll implementation, testing, and deployment
 6. Conduct payroll integration file or HRIS integration file testing
 7. Conduct up to three (3) successful test cycles in which a test employee demographic file is received from Client and processed into *Benefitplace*
 8. Conduct up to three (3) successful test cycles in which test payroll integration file or HRIS integration file is extracted from *Benefitplace* and imported into the Client system

VIII. Cost Estimator Implementation Services:
A. Project coordination and discovery:

1. Hold a discovery kick-off call to initiate implementation project, including providing Client with templates for gathering medical plan attribute and rule information
2. Create, review, and finalize project plan for Client implementation
3. Review and finalize enrollment configuration documentation, including implementation profile and Client-specific rules
4. Configuration of Cost Estimator within online enrollment

B. Carrier enablements:

1. Plan attributes for the medical plans defined during discovery
2. Cost estimator
3. Client plan dependency rules (as applicable)
4. Healthcare utilization data:
 - a. Generic: Storage and enablement of healthcare utilization data (the "Utilization Data") based upon healthcare cost, utilization, and expected values for a particular age and gender based upon national averages provided by the Medical Expenditure Panel Survey of the US Dept. of Health and Human Services for a consumer selecting private coverage in the United States (the "MEPS national averages")

C. Conduct Client acceptance testing:

1. Provide Client access to test system configured with Client-specific settings
2. Schedule and conduct walkthrough of Cost Estimator with Client to review configurations
3. Test the facilities for data integration from *Benefitplace* and Client's data warehouse to the Cost Estimator to validate the estimated medical plan costs based upon the configured plan attributes and selected Utilization Data

IX. Benefitplace Health Insights Professional Services:
A. Initial Implementation Services

1. Project coordination and discovery services:
 - a. Conduct pre-implementation coordination and scheduling
 - b. Hold a discovery kick-off call to initiate implementation project
 - c. Create, review, and finalize project plan for implementation
 - d. Hold a discovery session
 - e. Provide an overview of functionality

B. Data Source Integration Services:

1. Implement and test the facilities for data transmission from Client's data file source(s), as defined herein, and utilizing Benefitfocus standard file formats, data processing logic, and schedules:
 - a. Medical eligibility/claim data transmission - inbound transmission of the medical historical eligibility and claim extract files from Client's applicable data file source(s) defined in the attached Appendix A or as defined in a subsequent Order Form, and implementation of the file layout into the standard Benefitfocus data set and standard data validation and translation process for loading
 - b. Prescription data transmission – inbound transmission of Client's pharmacy data file sources defined in the attached Appendix A or as defined in a subsequent Order Form, as applicable, and implementation of the file layout into the standard Benefitfocus data set and standard data validation and translation process for loading
 - c. Ancillary data transmission – inbound transmission of Client's ancillary data file sources defined in the attached Appendix A or as defined in a subsequent Order Form, as applicable, and implementation of the file layout into the standard Benefitfocus data set and standard data validation and translation process for loading
 - d. Client has been advised and understands that data transmission from unique data file sources requires the cooperation and consent of those data file sources, which those data file sources may grant or withhold in their sole discretion, and which are further subject to the Benefitfocus integration schedule. Data file sources may also charge a fee for providing data extracts. Benefitfocus shall utilize commercially reasonable efforts to make such connections but shall not be liable for any failure by the data file source to grant such connection, and unless specifically stated herein, Benefitfocus does not warrant any date or availability for such connections.
 - e. *Benefitplace* Health Insights integration of new data file source(s) is dependent on the applicable carrier or provider of data file source(s). Implementation of data file source(s) will begin after the second signature of the applicable Order Form and confirmation from the customer that applicable data file source(s) have agreed to release of data. Data files must be received from the applicable carrier or provider of data file source(s) no later than sixty (60) days from the second signature of the applicable Order Form to meet the data source integration target date of approximately one hundred twenty (120) days. In addition, if questions arise about the data and responses are not received from the applicable carrier or provider within five (5) business days, Client will be notified, and the target date may not be attainable. Benefitfocus will work with Client to resolve all issues that arise.

C. Benefitplace Health Insights Training Services

1. Benefitfocus will provide the following *Benefitplace* Health Insights overview to Client:
 - a. An overview of *Benefitplace* Health Insights for HR Administrators, which shall include:
 - i. Review of Cost Estimator with integrated healthcare usage navigation and functionality
 - ii. Navigating to the *Benefitplace* Health Insights dashboard and overview of metrics, interactive click-thru and details
 - iii. Utilizing *Benefitplace* Health Insights dashboard filtering and printing functionality
 - b. Benefitfocus shall provide the following training to Client:
 - i. System operations training:
 - (a) Designed for users who will not only need to operate the basics of the *Benefitplace* Health Insights portal, and may also be called upon to operate the *Benefitplace* Health Insights Software Services functions in the course of business operations
 - (b) This session provides in-depth training and includes problem solving scenarios for attendees
2. System configuration and maintenance training:
 - a. Designed for users tasked with managing the content of the *Benefitplace* Health Insights portal. While training is more technical in nature, attendees should have participated in system operations training to ensure a basic knowledge of system navigation and familiarity with the user audience
 - b. Primary training topics include user management, technical system configuration, and per-group implementation
3. Additional computer-based training sessions or onsite training at the Benefitfocus Charleston office are available at then-current Benefitfocus rates.

X. Benefit Service Center (“BSC”) Implementation Services:

- A. Project coordination and discovery shall include:
 1. Schedule and conduct a discovery kick-off meeting to:
 - a. Establish roles and responsibilities
 - b. Review Implementation process
 - c. Establish project plan and timeline
 - d. Set expectations for discovery
 2. Review discovery call agenda, and make adjustments as required
 3. Define BSC business processes, procedures and protocols with Client and collect:
 - a. Organizational overview training; purpose, values
 - b. New hire orientation training
 - c. Benefit - Summary Plan Description
 - d. Benefit - Summary of Benefits
 - e. Benefit Plan rules, processes and procedures
 - f. Frequently asked question responses
 - g. Contact information
 - h. Determine requirements for carrier system access permissions
 4. Additional Services:
 - a. Capacity and resource forecasting
 - b. Establish access permissions
 - c. Enable Interactive Voice Response (IVR)

XI. Single Sign-On Professional Services:

- A. Single sign-on setup and configuration consists of discovery, user mapping, transport technology, PingFederate configuration, testing support, operational monitoring, and maintenance and includes:
 1. Technical discovery to identify technical and functional requirements and limitations
 2. Setup and configuration of one single sign-on link from Client’s Sharepoint portal to *Benefitfocus Benefitplace*
 3. Single sign-on implementation using standard SAML 2.0 technology, or the current version thereof
 4. Single sign-on deployment to allow *Benefitfocus Benefitplace* to open in a new window when launched from Client’s Sharepoint portal
 5. Configuration of links/URLs for single sign-on credential exchange
 6. Configuration and support of keep-alive and logout URLs
- B. Client shall be responsible for coordinating with Benefitfocus to create user accounts and update account information to permit the single sign-on to operate as configured and implemented.



Appendix C: Software Services and Software Support Description

This Appendix defines a high-level overview of the functionality of the Software Services selected in the Order Form between Client and Benefitfocus. To the extent applicable, detailed functionality for the Software Services, subject to warranty claims, is defined within the current versions of the User Guide, Admin Guide and Report Guide, as provided to Client, and as updated with each new release.

I. Summary of *Benefitplace* Functionality:

A. Content Manager:

1. An online, Client-branded internet portal utilizing a unique URL providing:
 - a. A content management system, including on-line tools for Client management
 - b. Content libraries and tools (including Frequently Asked Questions, RSS feeds, to-do lists, and training libraries)

B. Online Benefit Enrollment:

1. Online enrollment for Client's benefits (listed in Appendix A to the Order Form - Implementation Order Form), or as may be amended via an eLink Order Form and consisting of:
 - a. Employee tasks:
 - i. Enter or change personal and demographic information
 - ii. Benefit elections and life event changes
 - iii. Printing of enrollment confirmation
 - b. HR Administrator tasks (in addition to employee tasks):
 - i. Add/terminate/rehire employees
 - ii. Add, change, or cancel COBRA elections
 - c. Defined contribution functionality:
 - i. Shopping cart feature within the Benefitfocus Employee Role™, including:
 1. Display of applicable defined contribution amounts based upon the configured business rules and benefit enablements
 2. Progressive allocation of the defined contribution amounts based upon the plans selected during the enrollment user workflow
 - d. Cost Estimator to compare plan attributes and out-of-pocket expenses for selected medical plans
2. Enablement and display of third-party service provider products from the Benefitsplace Benefit Catalog to Authorized Users utilizing Benefitfocus standards.
3. Client acknowledges agrees that:
 - a. Benefitfocus and/or its wholly-owned subsidiary, Benefitstore, Inc., may receive compensation for placement of certain Benefitsplace products
 - b. Notwithstanding anything to the contrary stated within the Agreement, Benefitfocus may use Client Data, including, but not limited to contact, demographic, beneficiary and dependent information and information regarding previously enrolled benefits to market and provide other Services to Client's current and terminated Authorized Users.

C. Reporting Library:

1. A tool that offers options to generate and view reports by HR Administrators access to employee benefit-related data. HR Administrators are able to:
 - a. Apply various filters to capture the critical data points
 - b. Download reports via Excel, CSV, and PDF

D. Event driven notifications:

1. *Benefitplace* provides eMail and SMS text messaging capabilities through the use of the Benefitfocus event driven messaging framework, which allows HR Administrators the option to:
 - a. Send scheduled messages, confirmation messages and event-based messages to their Authorized Users
 - b. Create edit and manage message content and details
 - c. Establish event driven rules for when a specific message can be sent (*e.g.*, when an Authorized User reaches a specific age, based on the individual employee's start and end date of enrollment, etc.)
 - d. Select messages to be delivered via eMail or SMS Text Message

Note: *eMail messages and SMS text notifications are available to the Client at no additional fee as part of the Benefitplace offering.*

E. eLinks:

1. Infrastructure for submission of benefit elections to Client's benefit providers, utilizing HIPAA 834 and iMax® file formats with Benefitfocus integrated carriers (utilizing Benefitfocus eLinks) or Client submission of enrollment reports to Client's benefit providers (Client Self Service), as applicable

F. HCM Integration Suite Connect:

1. Infrastructure for import and export of data to and from Client's payroll system utilizing a file format developed by Benefitfocus
2. Import data into *Benefitplace* containing eligibility updates such as new hires, terminations and category changes

3. Export data to Client's payroll system from *Benefitplace* containing outbound deduction amounts or codes

G. Cost Estimator:

1. An online, interactive decision aid tool made available within *Benefitplace*, which provides the following functionality when launched from the Medical Plan Selection Page of Online Enrollment:
 - a. Comparison of up to four (4) medical plans [up to three (3) side-by-side on screen comparisons] based upon plan attributes configured within *Benefitplace*, by way of example, out-of-pocket maximums, deductibles, co-insurance percentages, plan rates (the "Plan Attributes"), and typical healthcare usage (the "Utilization Data"), and cost information
 - b. Cost estimator to calculate the estimated cost for each medical plan selected, based upon the selected Plan Attributes and Authorized User's Utilization Data:
 - i. The Cost Estimator estimates the Authorized User's costs based upon benchmark healthcare cost and utilization data provided by the Medical Expenditure Panel Survey of the US Dept. of Health and Human Services (the "MEPS national averages"). Authorized Users can apply to their own expected utilization as they compare plans. The default Utilization Data is based upon expected values for a particular age and gender based upon national averages for consumer selecting private coverage in the United States.
 - ii. The Cost Estimator defaults the Authorized User's Utilization Data based upon healthcare utilization data as available within the *Benefitplace* Health Insights Software Services.
 - iii. Authorized Users may adjust the default Utilization Data within the Cost Estimator to personalize their Utilization Data based upon their expected future healthcare utilization, such as frequency of doctor's visits or number of prescriptions filled
 - c. Display of estimated annual costs based upon the premium value for each medical plan, estimated out-of-pocket costs calculated by the cost estimator, Client contribution, and tax advantage accounts
 - d. Printable version of the medical plan comparison performed by the Authorized User to include plan details and out-of-pocket cost estimates for each of medical plans being compared
 - e. The Cost Estimator will be made available within *Benefitplace* during Client's open enrollment and throughout the Client plan year to support new hires and qualified life event transactions
 - f. Configuration changes (such as changes in variables) to Client's plan attribute groups, for Client's initial and subsequent open enrollment period(s) configured within *Benefitplace* are included at no additional cost for the term of the Order Form. Additional services not included within the scope of this Appendix C are subject to further discovery and scoping and may require additional fees.

H. Summary of *Benefitplace* Health Insights Software Services:

1. A web-based portal, which provides the following *Benefitplace* Health Insights Software Services:
 - a. Data analysis and reporting of health data with the ability to benchmark and organize information on demand while comparing diagnoses, procedure costs and utilization patterns:
 - i. Provide key functionality to analyze historical utilization trends, review claim payment details and compare benchmark data
 - ii. Allow the user to create ad hoc management reporting and customized data exports
 - iii. Allow the user to utilize applications to analyze and report: health plan utilization and cost analysis by provider, procedure or diagnosis, health expenditures for specified time period, by company or department, perform a comparison to benchmark data and report prescription drug utilization
 - iv. Clinical analysis and prediction provided through sublicense the Johns Hopkins ACG[®] System which provides the ability to Identify chronic conditions and care compliance within the member population and produce member and population risk scoring and projected costs
 - v. Plan modeling using historical health plan data and multiple plan scenarios to predict the financial impact of plan design changes and develop a comprehensive view of future plan costs. A feature which provides the capability to create multiple "what-if" scenarios to evaluate variations in plan designs and provide ability to evaluate cost shifting alternatives, including co-pay, coinsurance, and out of pocket maximums
 - a. A dashboard within the *Benefitplace* for Employers that provides a set of metrics to measure applicable member health plan cost, enrollment and utilization data and other applicable health data for the most recent twelve-month period.
 - i. The HR Administrator may view applicable metrics within the dashboard or print applicable report results in PDF format
 - a. Display of medical and prescription claim utilization data within the Cost Estimator application and based upon the utilization received from Client's applicable data sources defined herein



Appendix C: Software Services and Software Support Description

II. Summary of *Benefitplace* Support Services:

A. *Benefitplace* technical services:

1. Monitoring of technical services, including system connectivity to the Internet, server capacity and configuration, application performance, power, failover and disaster recovery systems
2. Administration and maintenance of database configurations, disk space, and required hardware components
3. Staffing for 24/7 response to critical alerts. A "critical alert" is an error or other issue which materially degrades Client's use of the Software Services or causes serious disruption of Client's business function supported by the Software Services.
4. Liaison services with Client information technology departments, as required to provide the Software Services

B. eLinks and HCM Integration Suite Connect, and software configuration support:

1. Manage and monitor eLinks and HCM Integration Suite Connect data transmission, data transmission in support of certain look back services provided to Client by Client's third-party vendor as implemented
2. Research and resolve data conflicts and errors, as applicable
3. Implement updates to Client's business rules, benefits configurations, and eLinks implemented within the software upon instruction by Client
4. Manage and monitor Cost Estimator, as implemented
5. Manage and monitor SSO Links, as implemented

C. Application support:

1. Application support shall be provided by a Benefitfocus Account Manager from 8:00 a.m. to 8:00 p.m. EST subject to Daylight Savings Time rules, Monday through Friday (excluding Benefitfocus holidays). Application support includes:
 - a. Navigational application support
 - b. Password reset and access assistance
 - c. Application issue reporting

D. Ongoing software maintenance:

1. Design and development of features, enhancements, and other updates for inclusion in software releases, patches, test environments, and Documentation
2. Ongoing updates to standard product Documentation, user guides, training materials, and online help

E. *Benefitplace* Health Insights Managed Services:

1. Data Source Support:
 - a. Regularly load and verify the applicable data supplied to Benefitfocus from Client's data file source(s) as defined herein
 - b. Provide technical and process support for data loading and management during regular Benefitfocus business hours through email, fax and telephone
2. Technical support to maintain the technical infrastructure for the Benefitfocus Health Insights Software Service
 - a. Navigational and password reset assistance during regular business hours through email and telephone for the Benefitfocus Health Insights Services

III. Summary of Benefit Service Center ("BSC"):

A. BSC services - Benefitfocus will provide the following BSC services:

1. Technology:
 - a. One (1) dedicated toll-free number for the purposes of receiving inbound calls from Authorized Users and to include live personalized service from 8:00 a.m. to 8:00 p.m. EST, Monday through Friday and subject to Daylight Savings Time rules (excluding Benefitfocus holidays)
 - b. Benefitfocus will record Authorized User inbound calls for quality assurance and training purposes.
 - c. Call recordings will be stored for one year following the call.
 - d. Monthly performance reports to include average speed to answer, abandonment rate, email response time and category of call received
2. Benefits Service Center Services:
 - a. Dedicated email address for Authorized User inbound emails with personalized answers
 - b. Live chat support through the *Benefitfocus Benefitplace* portal during the BSC hours of operation
 - c. Documentation of Authorized User inquiries within client relationship manager software
 - d. Benefit support to address benefit inquiries received from Authorized Users utilizing Client's applicable business rules and processes ("Client's Program Criteria") and call transfer protocols
 - e. Application support to address application inquiries received from Authorized Users including:
 - i. Navigational application support
 - ii. Password reset and access assistance
 - iii. Application issue reporting
3. Manage and monitor Interactive Voice Response (IVR), as implemented



Appendix C: Software Services and Software Support Description

4. Foreign language services. Support from over the phone interpretive services. Benefitfocus associate speaks to the caller through the Benefitfocus provided interpreter, who interprets the conversation meaning-for-meaning.
4. Telephonic enrollment. Benefitfocus benefit administrators will enter elections on behalf of Authorized Users directly within the enrollment application based on the specific requests of the Authorized User, consistent with Client's program criteria:
 - a. Benefitfocus benefit administrators will verify and/or update Authorized User information as provided by the Authorized User
 - b. Benefitfocus benefit administrators will inform Authorized Users that they have access to the online enrollment portal and train them on how to use it if they are interested
5. Evidence of insurability ("EOI") application support, including:
 - a. Update of Authorized User EOI information within the Benefitfocus Benefitplace according to Client's Program Criteria
 - b. EOI services are subject to the following assumptions:
 - i. Client will coordinate with applicable carrier(s) and the BSC to grant access to the Carrier's EOI online portal. If access to the Carrier's EOI online portal is unavailable, Client will coordinate with Carrier(s) and BSC to ensure BSC has access to EOI approval and denial statuses.
 - ii. Carrier is responsible for providing the effective date for the approved coverage amount.
 - iii. Subject to the agreed upon business requirements with the Client or Carrier, if an Authorized User has exceeded ninety (90) days from the date of election, and has not been approved by the Carrier, Benefitfocus will removing the pending EOI election within the Benefitfocus Benefitplace.
6. Appeal support, including:
 - a. Benefitfocus will accept eligibility and enrollment appeals submitted by Authorized Users and process those appeals utilizing Client's applicable business rules and processes ("Client's Program Criteria").
 - b. Assumptions:
 - i. Does not include claims appeals
 - ii. No paper fulfillment accepted or mailed

This Appendix defines a high-level overview of the functionality of the ACA Management and Reporting Services specified in the Order Form between Client and Benefitfocus provided to Client. The services defined herein include 1094-C/1095-C reporting to the Internal Revenue Service (IRS).

I. ACA Management and Reporting Implementation Services:

Anticipated dates for implementation and deployment will be determined during technical discovery. The below services require technical discovery and configuration and will occur sometime after configuration of the Benefitfocus Benefitplace and may require coordination with the Benefitfocus software release schedule.

- A. **Standard IRS Reporting Services:** For the applicable Reporting Periods, Benefitfocus will provide Client with the ability to load the applicable data required for the current Reporting Period within a self-service file upload tool in order to populate the 1095-C Forms, and utilizing the standard Benefitfocus file format and specifications (the "Standard IRS Reporting Services").
- B. **Optional Data Support Services:** For the applicable Reporting Periods, Client has the option, at the rates and deadlines set forth herein, to request that Benefitfocus provide support for the applicable Reporting Period to help Client format the required data provided by Client into the standard Benefitfocus file format and specifications required for self-service file uploading and/or assist Client with resolving applicable data exceptions resulting from such file upload (the "Optional Data Support Services").
- C. **For the above services, Benefitfocus will:**
 1. Conduct a discovery call with Client
 2. Provide specifications to Client on a required file format(s) and data fields
 3. Review process workflow and define error resolution procedures
 4. Determine and document schedule for implementation, testing, and deployment
 5. Conduct testing in a test environment

II. ACA Management and Reporting Software Services

- A. **1095-C Forms:** For the applicable Reporting Periods, Benefitfocus will provide:
 1. An electronic version of the 1095-C Form, populated with Client-specific employee data, in PDF format and made available for Client download/printing, and a report made available for generation by Client, in xml file format, for Client's submission to the IRS or other third party designated by Client.
- B. **1094-C Forms:** For the applicable Reporting Periods, Benefitfocus will provide an electronic version of Client's 1094-C Form, populated with Client-specific employee data, within the *Benefitfocus Benefitplace* in PDF format and a report made available for generation by Client, in xml file format, for Client's submission to the IRS or other third party designated by Client.
- C. **IRS Submission:** To the extent that Benefitfocus is authorized and permitted to do so by the IRS, upon Client's request and authorization, Benefitfocus shall submit the 1095-C and 1094-C Forms to the IRS on behalf of Client for the applicable Reporting Periods.

Client acknowledges that, as of the Effective Date of this Order Form, the regulations for implementing the requirements for electronic submission of the 1094-C/1095-C forms to the IRS are still subject to interpretation from administrative agencies and courts of competent jurisdiction, which may result in changes in the way the requirements are to be implemented. In the event that regulations (or the interpretation thereof) change in a manner that (1) requires Benefitfocus to materially alter its corporate structure or obtain other professional or business licenses (including without limitation designation as a tax preparer or other professional organization by the IRS); or (2) revokes the appropriate qualifications and authorizations to permit Benefitfocus to perform the data submission to the IRS; or (3) does not provide Benefitfocus with reasonable advance notice to permit Benefitfocus to make changes or obtain additional qualifications or authorizations to perform the data submission to the IRS (including any applicable changes to technology related to submission of the data to the IRS or other applicable Federal agency), then Client will be responsible for Self Service submission of the 1094-C/1095-C data to the IRS as further defined hereunder.

III. Terms and Conditions:

- A. For the applicable Reporting Periods, there is a minimum sixty (60) day testing period for the Standard IRS Reporting Services and Optional Data Support Services. All required data for the IRS 1095-C Forms must be provided, loaded, signed-off on and finalized by Client not later than January 7 of the calendar year following the applicable Reporting Period in order for Benefitfocus to make the electronic version of the 1095-C IRS Forms available within the *Benefitfocus Benefitplace* and print and mail the 1095-C Forms, post-marked on or before the applicable due date required by the IRS. By way of example, for the 2021 IRS Reporting Period, Client must upload the final version of the required data within *Benefitfocus Benefitplace* by January 7, 2022 in order for Benefitfocus to make the electronic versions available by the required IRS deadline and print and postmark the hard copies by the required IRS deadline.
- B. The data format Client will utilize to review the loaded data during testing will be provided in .csv file format only.
- C. Client shall be responsible for providing and uploading the required data, utilizing the standard Benefitfocus file format and specifications, and validating the accuracy of the uploaded data. Upon Client uploading the required data via the self-service file upload tool, Client may make corrections to the loaded data by manually correcting such data within the *Benefitfocus Benefitplace*



Appendix D: ACA Management and Reporting Services

user interface or uploading additional employee demographic data files via Client's payroll interface or the self-service file upload tool.

- D. Client acknowledges that the above ACA Management and Forms will only contain data for Client's medical benefit(s) as configured within the *Benefitfocus Benefitplace* (i.e., excludes all other benefit types).
- E. Access to electronic versions of the 1095-C Forms will only be provided to Client's actively-employed employees ("Active Employees"), which shall exclude employees designated with a "COBRA", "Terminated", or "Leave of Absence" status within or are otherwise not provided access to the *Benefitfocus Benefitplace* ("Inactive Employees"). Access to electronic versions of the 1095-C Forms will not be provided to Inactive Employees, or in the event Client terminates the *Benefitfocus Benefitplace* services prior to the applicable Reporting Period deadline. If Client does not purchase the Paper Fulfillment Services, then Client is responsible for printing and mailing such 1095-C Forms to its Inactive Employees, or in the event it terminates the *Benefitfocus Benefitplace* services prior to the applicable reporting deadline, at its own cost and expense. If Client purchases the Paper Fulfillment Services, then Benefitfocus will mail the 1095-C Forms to all Active Employees and Inactive Employees loaded within the *Benefitfocus Benefitplace* as a part of the Paper Fulfillment Services.
- F. To the extent Client has purchased the Benefits Service Center ("BSC") call center support, Benefitfocus will respond to member inquiries related to the 1095-C/1094-C Forms pursuant to the mutually agreed upon member support call script. In the event Client has not purchased BSC call center support, Benefitfocus will advise members to contact the Client-designated representative for inquiries related to the 1095-C/1094-C Forms.
- G. Notwithstanding anything to the contrary stated herein, in the event that the reporting requirements associated with the Affordable Care Act (ACA) are abolished by Federal Regulation as published within the CFR, Client shall have the right to terminate the ACA Management and Reporting Services for the applicable Reporting Period, and Benefitfocus will provide Client a pro-rata refund of fees pre-paid for such Reporting Period, measured as of the effective date abolishing the ACA reporting requirement.









Agenda item #36, 04.06.2021, Web Based Enrollment System, Benefitfocus

Final Audit Report

2021-04-06

Created:	2021-04-06
By:	Kerstin Hancock (khancock@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAABcKSxXG2UyOGjQ5c56x84wclCwBYaQO3

"Agenda item #36, 04.06.2021, Web Based Enrollment System, Benefitfocus" History

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Signature Date: 2021-04-06 - 7:08:32 PM GMT - Time Source: server- IP address: 66.76.4.65
-  Agreement completed.
2021-04-06 - 7:08:32 PM GMT



Commissioners Court - Regular Session

28.

Meeting Date: 11/05/2024

Approval of Purchase for the Annual Software Maintenance for Orion Collections from Tyler Technologies, Inc. for the Tax 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 annual purchase #202557 from Tyler Technologies for Orion Software Maintenance and Support in the amount of \$111,140.00 and exempting Tyler Technologies, Inc. from the competitive bidding requirements per Texas Local Government Code, Section 262.024 (a)(7)(D) captive replacement parts or components for equipment.

Background

Approval of this item will support the operations of the Williamson County Tax Office. Tyler Technologies is the current and only provider of their Orion software that the Tax Office utilizes, and can therefore be the only provider of the annual software maintenance and support. Invoice is attached that covers the period from October 1st, 2024 to September 30th, 2025. Funding source is 01.0100.0499.004208 as per FY25 budget. Budget, Contract Audit and General Council have approved. Origination #1380. Department contact is Larry Gaddes. Tyler Technologies is publicly traded, no 1295 form is required.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

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

Attachments

Tyler Quote

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Barbi Hageman
Final Approval Date: 10/30/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/30/2024 11:57 AM
10/30/2024 01:13 PM
Started On: 10/28/2024 09:25 AM



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
[REDACTED]	09/01/2024	1 of 1

Questions:
 Tyler Technologies -
 Phone: 1-800-772-2260 Press 2, then 4
 Email: ar@tylertech.com

Bill To: WILLIAMSON COUNTY TAX OFFICE
 904 SOUTH MAIN
 GEORGETOWN, TX 78626

Ship To: WILLIAMSON COUNTY TAX OFFICE
 904 SOUTH MAIN
 GEORGETOWN, TX 78626

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
[REDACTED]	[REDACTED]		USD	NET30	10/01/2024

Date	Description	Units	Rate	Extended Price
Orion: Collections Online		1	111,140.00	111,140.00
Cycle Start: 01/Oct/2024, End: 30/Sep/2025				

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	111,140.00
Sales Tax	0.00
Invoice Total	111,140.00

4208

Commissioners Court - Regular Session

29.

Meeting Date: 11/05/2024

Award of RFP #24RFP71 Ice Shields for Risk Mitigation for Towers to Alpha Omega Wireless, Inc. for RCS

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 awarding RFP #24RFP71 Ice Shields for Risk Mitigation for Towers to Alpha Omega Wireless, Inc. in the amount of \$134,906.82 and authorizing the execution of the agreement.

Background

The Purchasing Department solicited sealed bids under RFP #24RFP71 Ice Shields for Risk Mitigation for Towers. There were five hundred thirty-four (534) invitations sent out, twenty-two (22) document takers and five (5) submissions were received. The evaluation team recommends awarding #24RFP71 to Alpha Omega Wireless, Inc. due to their public sector references submitted, extensive ice shield installation experience, familiarity with public safety radio communication tower sites and project management capabilities. Alpha Omega Wireless, Inc. completed the response in its entirety, meets the requested scope of work and has the most relevant experience aligned with the scope of this project. The not-to-exceed amount is \$134,906.82. Funding is from Federal Award ID #4705DRTXP000001. Department point of contact is Rick Akins and Thomas Piche.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- Scoring Summary
- Award Letter
- Alpha Omega Wireless
- Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/30/2024 11:42 AM
County Judge Exec Asst.	Becky Pruitt	10/30/2024 01:11 PM
Form Started By: Barbi Hageman		Started On: 10/10/2024 03:49 PM
Final Approval Date: 10/30/2024		



Scoring Summary

Active Submissions

	Total	Qualifications and like type scope of work performed	Proposal meets county's needs	Price Proposal	Experience with like projects
Supplier	/ 100 pts	/ 20 pts	/ 30 pts	/ 20 pts	/ 30 pts
Alpha Omega Wireless, Inc.	87.33 pts	17.33 pts	24 pts	20 pts	26 pts
JTS	43.66 pts	8 pts	10 pts	17.66 pts	8 pts
ET Tower	42.04 pts	8 pts	10 pts	15.04 pts	9 pts
Lost Pines Inc	35.3 pts	6.667 pts	9 pts	12.63 pts	7 pts
KGI Wireless, Inc.	32.26 pts	3.333 pts	9 pts	13.93 pts	6 pts



Williamson County Wireless Communications

3171 SE Inner Loop Georgetown, TX 78626

512.943.3886

wilcotx.gov

DATE: October 8, 2024

SUBJECT: Vendor Selection #24RFP71

The Request for Proposal, RFP#24RFP71, for Ice Shields for Risk Mitigation for Towers received (5) submissions during the open procurement process. The vendor receiving the highest scored submission was selected by the evaluation team.

The evaluation team recommends selecting Alpha Omega Wireless, Inc. as the vendor for RFP#24RFP71. The team recommends Alpha Omega Wireless, Inc. due to their public sector references submitted, extensive ice shield installation experience, familiarity with public safety radio communication tower sites, and project management capabilities.

Alpha Omega Wireless, Inc. completed the response in its entirety, meets the requested scope of work, and has the most relevant experience aligned with the scope of this project.

The proposal made by Alpha Omega Wireless, Inc. was for \$134,906.82, and includes equipment installation and project management services.

Submitted,

RFP Evaluation Team

COUNTY ADDENDUM FOR ALPHA OMEGA WIRELESS

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 ALPHA OMEGA WIRELESS (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 **Alpha Omega Wireless, Inc.** (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 Agreement (“Agreement”), and the following changes shall be incorporated as if part of the Agreement:

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. Service Provider Agreement (“Exhibit A”);
- B. County Solicitation Documents (24RFP71 Ice Shields for Risk Mitigation for Towers);
- C. Insurance certificates evidencing coverage required herein; and
- D. This Addendum.

The County reserves the right and sole discretion to determine the controlling provisions where there is any conflict between the terms of this Addendum 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 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.

Tax Exemption: The Parties acknowledge that 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 Addendum 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 <i>(including premises, completed operations and contractual)</i>	\$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
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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 Addendum, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract. Service Provider shall send the required certificates of insurance to Risk Management Department: coi.submission@wilco.org.

V.

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.

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.

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 Addendum that are required by changes in federal, state, or local law or regulations are automatically incorporated into the Addendum without written amendment hereto and shall become effective on the date designed by such law or by regulation.

VIII.

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.

IX.

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.

X.

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.

XI.

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

XII.

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

XIII.

No Assignment: Service Provider may not assign this Addendum.

XIV.

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.

XV.

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.

XVI.

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.

XVII.

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 Addendum. 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 Addendum, 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 Addendum

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.

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

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

WILLIAMSON COUNTY:

ALPHA OMEGA WIRELESS, INC:

Authorized Signature



Authorized Signature

County Judge/Presiding Officer

Joe Wargo

Printed Name

Date: _____, 20____

Date: October 22, 2024

Exhibit A

Agreement for
Williamson County
WILLIAMSON2024A - Ice Shield Bid

9/20/2024

Presented by:



Alpha Omega Wireless, Inc.
8708 S. Congress Ave, Suite B-260
Austin, TX 78745
800-997-9250 main
512-298-1646 fax
www.aowireless.com
info@aowireless.com



This document contains strict, proprietary, and confidential information that has been developed and/or obtained by **Alpha Omega Wireless™**. The enclosed information in this document is an asset of **Alpha Omega Wireless™** which provides a significant competitive advantage, and requires protection from improper disclosure. No part of this document in any manner, either directly or indirectly, shall be disclosed, divulged, duplicated, or used, in whole or in part for any purpose outside of the Client mentioned with in this document, its employees, agents, and representatives other than for client evaluation.

CONFIDENTIAL



Product & Services Agreement

Williamson County
Attention:

Date
9/20/2024

Valid To
12/18/2024

Quote Number
WILLIAMSON2024A - Ice
Shield Bid

Alpha Omega Wireless, Inc.
8708 S Congress Ave
Suite B260
Austin, TX 78745
800-997-9250

Alpha Omega Wireless is providing the following prices for product and/or services listed below as a budgetary statement. For a complete Statement of Work and complete build of materials list, a site survey must be performed.

Costs	Quantity	Rate	Amount
Cougar Country Tower	1.00	0.00	0.00
Installation - AO - Full Tower Crew Day Rate (3 to 4 Certified Climbers)	1.00	4,275.00	4,275.00
Ice Shield - 6ft	2.00	4,823.99	9,647.98
Project Management	1.00	1,200.00	1,200.00
Fire Lane Tower	1.00	0.00	0.00
Installation - AO - Full Tower Crew Day Rate (3 to 4 Certified Climbers)	1.00	4,275.00	4,275.00
Ice Shield - 6ft	2.00	4,823.99	9,647.98
Project Management	1.00	1,200.00	1,200.00
Granger Tower	1.00	0.00	0.00
Installation - AO - Full Tower Crew Day Rate (3 to 4 Certified Climbers)	1.00	4,275.00	4,275.00
Ice Shield - 6ft	2.00	4,823.99	9,647.98
Project Management	1.00	1,200.00	1,200.00
Liberty Hill	1.00	0.00	0.00
Installation - AO - Full Tower Crew Day Rate (3 to 4 Certified Climbers)	1.00	4,275.00	4,275.00
Ice Shield - 6ft	2.00	4,823.99	9,647.98
Project Management	1.00	1,200.00	1,200.00
Rabbit Hill	1.00	0.00	0.00
Installation - AO - Full Tower Crew Day Rate (3 to 4 Certified Climbers)	2.00	4,275.00	8,550.00
Ice Shield - 6ft	4.00	4,823.99	19,295.96
Project Management	1.00	1,200.00	1,200.00
Taylor	1.00	0.00	0.00

Costs	Quantity	Rate	Amount
Installation - AO - Full Tower Crew Day Rate (3 to 4 Certified Climbers)	1.00	4,275.00	4,275.00
Ice Shield - 6ft	2.00	4,823.99	9,647.98
Project Management	1.00	1,200.00	1,200.00
Thrall	1.00	0.00	0.00
Installation - AO - Full Tower Crew Day Rate (3 to 4 Certified Climbers)	1.00	4,275.00	4,275.00
Ice Shield - 6ft	2.00	4,823.99	9,647.98
Project Management	1.00	1,200.00	1,200.00
Tower Road	1.00	0.00	0.00
Installation - AO - Full Tower Crew Day Rate (3 to 4 Certified Climbers)	1.00	4,275.00	4,275.00
Ice Shield - 6ft	2.00	4,823.99	9,647.98
Project Management	1.00	1,200.00	1,200.00
		Subtotal	134,906.82
		Auto Look Up	0.00
		Total	134,906.82

Options	Quantity	Rate	Amount
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CONFIDENTIAL

Annual Maintenance and Support

Alpha Omega Wireless offers to its clients an annual maintenance and support program at various levels to suit our clients' needs. This service is in addition to any Extended Warranty plans by the manufacture for equipment failure. This service includes on call support and annual recertification of each link.

Annual Support and Preventative Maintenance Plans



	Silver Support	Gold Support	Platinum Support
What is Included:			
Support Services			
8 Hours of on-call annual support	X		
16 Hours of on-call annual support		X	
Unlimited Hours of on-call annual support			X
Technical Phone Support- 8AM to 5PM / Monday - Friday	X		
Technical Phone Support- 7AM to 7PM (7 days a week)		X	
Technical Phone Support 24/7			X
Respond within 1 hour by phone	X	X	X
Onsite visits for troubleshooting or repair*	X	X	X
Onsite visit by next business day AM	X		
Onsite within 6 hours (if call received by 2 PM / Mon – Fri)		X	
Onsite within 6 hours (if call received by 2 PM / 7 days a week)			X
Onsite next day if call received after 2:00 PM (excluding Sundays)		X	X
Perform Site Visit			
Test the stability of the wireless link	X	X	X
Test RSL's against bench marked standard	X	X	X
Test antenna alignment & performance	X	X	X
Test cabling for functionality and damage	X	X	X
Inspect weather proofing	X	X	X
Inspect power and connections	X	X	X
Inspect grounding and lightning protection	X	X	X
Update radio firmware	X	X	X
Verify throughput and system settings	X	X	X
Perform Spectrum Analysis	X	X	X
Serviceable Equipment Exchange			
Will handle RMA process	X	X	X
Will perform all services to de-install the failed system	X	X	X
Will re-install the replacement system	X	X	X
*Support and maintenance does not cover replacement of a failed radio or power supply hardware. Optional manufacture warranty should be purchased for hardware replacement.			
Note: Any physical work on rooftops or towers can only occur during daylight hours and weather permitting due to safety requirements. Physical work on rooftops and/or towers in winds greater than 20mph, rain, or snow/ice may be called off by technicians until work can safely be performed.			
Note: Preventative Maintenance must be performed within the first 6 months of the current term			

Wireless Network Monitoring Services (WNMS)



	Bronze Support	Silver Support	Gold Support	Platinum Support
What is Included:				
Support Services (per node)				
Cloud Portal		X	X	X
Ping (reports availability, round trip, lost packets, etc.)	X	X	X	X
Radio bandwidth (interface statistics, packet loss, error packets)		X	X	X
RSL/RSSI, SNR, Frequency, Modulation		X	X	X
Alarms	X	X	X	X
Uptime		X	X	X
Ethernet Data (Packet loss, CRC, etc)			X	X
Utilization			X	X
Monitoring				X
Analysis				X
Optimization				X
*WNMS requires a one time set up fee of \$500 for provisioning a Smart Node Device which will be placed on the clients network and must have internet connectivity.				

1. AO Wireless will provide a 100% money back guarantee that the solution provided (*must be full turnkey by AO Wireless for design, engineering, product and installation*) will perform at the stated throughput and at >99.9% predictable reliability for a period of one year (*does not include an Act of God*). AO Wireless provides a 1-year guarantee for the installation and workmanship of all work performed for the services outlined in this agreement. AO Wireless is not responsible for the quality or functionality of any products not purchased by AO Wireless. AO Wireless is also not responsible for changes made to any work performed by AO Wireless by the client or any other party at any time. Any corrections that have to be made by AO Wireless will be considered billable.
2. AO Wireless does not guarantee the structural worthiness or against any damages caused by the failure of any such structure whether installed by AO Wireless, its subcontractor, or the use of any structure provided by the client. The Client is responsible for providing a proper dedicated earth ground that AO Wireless will use to ground the systems installed by AO Wireless.
3. The client is responsible for all costs for any local government permitting required and must notify AO Wireless if a permit is required.
4. The actual data rates and aggregate throughput of any devices installed or provided by AO Wireless can vary depending on each individual environmental condition. AO Wireless does not guaranty any specific data rate or throughput will be achieved.
5. AO Wireless does not guarantee against any future potential interference that can be encountered by the client from other competing RF signals. The use of any RF frequencies is governed under FCC rules and regulations. If interference occurs the client can request AO Wireless to work with the client to best of its ability to restore any wireless network system to the original engineered specifications. Any such work or troubleshooting will be considered billable.
6. A wireless link is considered to be successfully completed once the link has been tested for data transfer from one radio to the other radio on each end of the link as a standalone network (disconnected from Client's network) and the network is handed over to the Client. Once completed any additional work or technical issues will be considered warranty work. AO Wireless is only responsible for the wireless link from the point of wireless demarcation point on both sides of the link. The Client is responsible for the integrity, security, and configuration of their data/voice (LAN/WAN) network. AO Wireless will not make any alterations or changes to the Client's network outside of the requirements of the project listed in this document.
7. Prices are based on the client's current environment. Prices and times will be adjusted with any increase of variables in the client's environment that pertain to the scope of the services outlined in this document. Any such changes can be agreed upon in a change order document. All sales are final. Any items returned will incur a 25% restocking fee. AO Wireless will not except returned items past 30days from date of receipt. The client will be billed at the hourly rate of \$325.00, for any necessary calls or site visits that occur for services above and beyond the services outlined as part of this document. A minimum of four (4) hours will be billed. AO Wireless will not provide technical support for any product sold if not installed by AO Wireless. The client must call the product manufacture for support on any product purchased without services. For AO Support Agreements all Preventative Maintenance must be performed in the first 6 months of the term of the agreement. Otherwise any remaining PM's will be performed once the renewal is in place.
8. ~~AO Wireless will invoice the client with progress billing for materials at time of order or invoice 50% of the project total costs up front for the services as outlined in this document due upon receipt. A final invoice will be issued the same day the project is completed. A penalty of 10% and a late fee of 1% monthly will be charged on the full invoiced amount for invoices that are past due more than seven (7) days. In the event legal action is instituted by AO Wireless for enforcement of claim or any terms of this agreement, Client agrees to pay all collection agency and/or attorneys' fees and costs. (Note: payment of invoices related to the services as stated in this document signifies all services performed were completed satisfactory).~~
9. The client must provide AO Wireless with any Purchase Orders and/or any specific billing requirements prior to services being performed, otherwise this signed document is considered all that is necessary for invoicing and payment to AO Wireless. ~~A Purchase Order provided by the Client signifies the Client's agreement to these terms and conditions.~~ AO Wireless' expenses, if incurred, will be billed to the client at reasonable and actual rates.
10. ~~Client will indemnify, defend and hold AO Wireless, its partners, agents and employees, and their respective successors and assigns, harmless from and against any and all costs, claims, expenses, or damages for any claims arising from (a) any wrongful or negligent act, error, or omission committed by Client or its employees, (b) the failure of Client to observe and comply with any state or federal law or regulation applicable to the business conducted by Client pursuant to this document, and (c) the material breach by client of any of the terms of this document. AO Wireless makes no guarantee and does not warrant that any of AO Wireless' employees will produce any particular result or solution to the Client's particular needs. AO Wireless will not be responsible for any disaster recovery after a natural disaster, fire, lightning, etc., modifications made by anyone other than AO Wireless, or other circumstance outside of AO Wireless' control.~~
11. AO Wireless reserves the right to extend the terms and conditions of this contract and/or agreement to any and all other agencies within the United States that require these commodities and/or services. A copy of the contract pricing and the bid requirements incorporated in this contract will be supplied to requesting agencies. This shall include all schools, colleges, cities, counties, state agencies, and/or utilities (both public and private). Each participating organization or agency shall enter into its own contract with AO Wireless and this contract shall be binding only upon the principals signing such an agreement. AO Wireless does not assume any responsibility other than to obtain pricing for the specifications provided.
12. Price valid for 90 days

By signing below, the Client and Alpha Omega Wireless agree upon the terms and the information, services, and/or deliverables as outlined in this document.

ACCEPTED BY:
Williamson County

ACCEPTED BY:
Alpha Omega Wireless

Name: _____
(Please Print)

Name: Joe Wargo


(Please Print)

Title: _____
(Please Print)

Title: President

(Please Print)

Signature



Signature

Date: _____

Date: 9/20/2024

If you have any questions concerning this agreement, please contact:

Joe Wargo
512-966-8770 (direct)
512-298-1646 (fax)
wargo@aowireless.com



THANK YOU FOR YOUR BUSINESS!

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:
2024-1226393

Date Filed:
10/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Alpha Omega Wireless Inc.
Austin, 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.
Wilco Texas

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.
202539
24RPF71 Ice Shields for Mitigation for Towers

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 Travis County, State of Texas, on the 14 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.
Alpha Omega Wireless Inc.
Austin, TX United States

Certificate Number:
2024-1226393

Date Filed:
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.
Wilco Texas

Date Acknowledged:
10/14/2024

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.
202539
24RPF71 Ice Shields for Mitigation for Towers

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

30.

Meeting Date: 11/05/2024

Approval of Purchase of Panasonic Toughbooks and Accessories from GTS Technology Solutions 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 bulk order purchase #202559 for Toughbooks and accessories for Williamson County Departments from GTS Technology Solutions for a total of \$477,439.58 pursuant to DIR Contract #DIR-TSO-4025.

Background

The approval of this bulk order will benefit various Williamson County Departments with Toughbooks, SmartCard Readers, AC adapters, vehicle docks, batteries, keyboards, desktop docks, warranties and public safety service bundle. Departments include: Constables 1,2, and 3, Emergency Medical Services, Wireless Communications and the Sheriff's Office. The attached quote has the details of the order and the contents being purchased. Multiple departmental funding sources are utilized as per the FY 25 budget. Budget, Contract Audit and General Council have approved. Origination #1482. The department point of contact is Richard Semple.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

- GTS Bulk order by Department
- GTS Quote
- Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	10/30/2024 01:05 PM
County Judge Exec Asst.	Becky Pruitt	10/30/2024 01:18 PM
Form Started By: Barbi Hageman		Started On: 10/29/2024 09:04 AM
Final Approval Date: 10/30/2024		

FY25 - PANASONIC Bulk Order

#1

CON1 - Patrick Youngren

Dept								
Dept #	Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost Notes
551	CON1	Toughbook	Panasonic	FZ-55	Toughbook Contactless SmartCard	2	\$ 2,997.99	\$ 5,995.98
551	CON1	TB Other	Panasonic for	FZ-55	Reader	2	\$ 126.82	\$ 253.64
551	CON1	TB Warranty	Panasonic for	FZ-55	4th Year Extended Warranty	2	\$ 323.33	\$ 646.66
551	CON1	TB Dock	Panasonic for	FZ-55	Desktop Dock	2	\$ 381.11	\$ 762.22
551 CON1					TOTAL:		\$ 7,658.50	01-0100-0551-003010

CON2 - James (Kevin) Thomas

Dept								
Dept #	Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost Notes
552	CON2	Toughbook	Panasonic	FZ-55	Toughbook Contactless SmartCard	8	\$ 2,997.99	\$ 23,983.92
552	CON2	TB Other	Panasonic for	FZ-55	Reader	8	\$ 126.82	\$ 1,014.56
552	CON2	TB Warranty	Panasonic for	FZ-55	4th Year Extended Warranty	8	\$ 323.33	\$ 2,586.64
552	CON2	TB Dock	Panasonic for	FZ-55	Desktop Dock	4	\$ 381.11	\$ 1,524.44
552	CON2	Veh Dock	Havis	for FZ-55	Vehicle Dock	8	\$ 795.89	\$ 6,367.12
552 CON2					TOTAL:		\$ 35,476.68	01-0100-0552-003010

CON3 - Patrick Hurley

Dept								
Dept #	Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost Notes
553	CON3	Toughbook	Panasonic	FZ-55	Toughbook Contactless SmartCard	1	\$ 2,997.99	\$ 2,997.99
553	CON3	TB Other	Panasonic for	FZ-55	Reader	1	\$ 126.82	\$ 126.82
553	CON3	TB Warranty	Panasonic for	FZ-55	4th Year Extended Warranty	1	\$ 323.33	\$ 323.33
553	CON3	Veh Dock	Havis	for FZ-55	Vehicle Dock	1	\$ 795.89	\$ 795.89
553 CON3					TOTAL:		\$ 4,244.03	01-0100-0553-003010

EMS - Jessica Toothman

Dept								
Dept #	Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost Notes
540 EMS	Toughbook	Panasonic	FZ-55		Toughbook Contactless SmartCard	2	\$ 2,997.99	\$ 5,995.98
540 EMS	TB Other	Panasonic for	FZ-55		Reader	2	\$ 126.82	\$ 253.64
540 EMS	TB Warranty	Panasonic for	FZ-55		4th Year Extended Warranty	2	\$ 323.33	\$ 646.66
540 EMS	Toughbook	Panasonic	FZ-G2		Toughbook Contactless SmartCard	3	\$ 3,293.15	\$ 9,879.45
540 EMS	TB Other	Panasonic for	FZ-G2		Reader	3	\$ 161.09	\$ 483.27
540 EMS	TB Keyboard	Panasonic for	FZ-G2		Keyboard	3	\$ 600.16	\$ 1,800.48
540 EMS	TB Warranty	Panasonic for	FZ-G2		4th Year Extended Warranty	3	\$ 323.33	\$ 969.99
540 EMS					TOTAL:		\$ 20,029.47	01-0100-0540-003010

EMS - Jessica Toothman

Dept								
Dept #	Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost Notes
540 EMS	Toughbook	Panasonic	CF-33		Toughbook Contactless SmartCard	2	\$ 4,525.92	\$ 9,051.84
540 EMS	TB Other	Panasonic for	CF-33		Reader	DUO		
540 EMS	TB Warranty	Panasonic for	CF-33		4th Year Extended Warranty	2	\$ 323.33	\$ 646.66
540 EMS	TB Dock	Panasonic for	CF-33		Desktop Dock	2	\$ 339.15	\$ 678.30
540 EMS	Veh Dock	Havis	for	CF-33	Vehicle Dock	1	\$ 965.00	\$ 965.00
540 EMS	TB Keyboard	Panasonic for	CF-33		Keyboard	2	\$ 569.50	\$ 1,139.00
540 EMS					TOTAL:		\$ 12,480.80	01-0340-0540-003010

HZMT - Hank Jones/Adrienne Seal

Dept								
Dept #	Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost Notes
542 HZMT	Veh Dock	Havis	for	FZ-55	Vehicle Dock	1	\$ 795.89	\$ 795.89
542 HZMT					TOTAL:		\$ 795.89	01-0100-0542-003010

RADIO - Thomas Piche

Dept								
Dept #	Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost Notes
587 RADIO	Toughbook	Panasonic	FZ-55		Toughbook Contactless SmartCard	1	\$ 2,997.99	\$ 2,997.99
587 RADIO	TB Other	Panasonic for	FZ-55		Reader	1	\$ 126.82	\$ 126.82
587 RADIO	TB Warranty	Panasonic for	FZ-55		4th Year Extended Warranty	1	\$ 323.33	\$ 323.33
587 RADIO	TB Dock	Panasonic for	FZ-55		Desktop Dock	1	\$ 381.11	\$ 381.11
587 RADIO	Veh Dock	Havis	for	FZ-55	Vehicle Dock	0	\$ 795.89	\$ -
587 RADIO					TOTAL:		\$ 3,829.25	01-0100-0587-003010

SO - Amanda Hisbrook

Dept								
Dept #	Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost Notes
560 SO	Toughbook	Panasonic	FZ-40	Toughbook	Contactless SmartCard	35	\$ 4,313.10	\$ 150,958.50
560 SO	TB Other	Panasonic	for FZ-40	Reader		35	\$ 128.10	\$ 4,483.50
560 SO	TB Warranty	Panasonic	for FZ-40	4th Year Extended Warranty		35	\$ 323.33	\$ 11,316.55
560 SO	TB Dock	Panasonic	for FZ-40	Desktop Dock		4	\$ 375.41	\$ 1,501.64
560 SO	Veh Dock	Havis	for FZ-40	Vehicle Dock		35	\$ 1,060.51	\$ 37,117.85
560 SO	Toughbook	Panasonic	FZ-G2	Toughbook	Contactless SmartCard	2	\$ 3,293.15	\$ 6,586.30
560 SO	TB Other	Panasonic	for FZ-G2	Reader		2	\$ 161.09	\$ 322.18
560 SO	TB Keyboard	Panasonic	for FZ-G2	Keyboard		2	\$ 600.16	\$ 1,200.32
560 SO	TB Warranty	Panasonic	for FZ-G2	4th Year Extended Warranty		2	\$ 323.33	\$ 646.66
560 SO	Veh Dock	Havis	for FZ-G2	Vehicle Dock		1	\$ 875.94	\$ 875.94
560 SO					TOTAL:		\$ 215,009.44	01-0100-0560-005740

SO - Mary Johnson

Dept								
Dept #	Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost Notes
560 SO	Toughbook	Panasonic	FZ-40	Toughbook	Contactless SmartCard	18	\$ 4,313.10	\$ 77,635.80
560 SO	TB Other	Panasonic	for FZ-40	Reader		18	\$ 128.10	\$ 2,305.80
560 SO	TB Warranty	Panasonic	for FZ-40	4th Year Extended Warranty		18	\$ 323.33	\$ 5,819.94
560 SO	TB Dock	Panasonic	for FZ-40	Desktop Dock		18	\$ 375.41	\$ 6,757.38
560 SO	TB Adapter	Panasonic	for FZ-40	AC Adapter		18	\$ 67.67	\$ 1,218.06
560 SO					TOTAL:		\$ 93,736.98	01-0100-0560-005740

SO - Starla Hall

Dept								
Dept #	Name	Category	Brand	Make	Model	Quantity	Unit Cost	Extended Cost Notes
560 SO	Toughbook	Panasonic	FZ-40	Toughbook	Contactless SmartCard	17	\$ 4,313.10	\$ 73,322.70
560 SO	TB Other	Panasonic	for FZ-40	Reader		17	\$ 128.10	\$ 2,177.70
560 SO	TB Warranty	Panasonic	for FZ-40	4th Year Extended Warranty		17	\$ 323.33	\$ 5,496.61
560 SO	Veh Dock	Havis	for FZ-40	Vehicle Dock		3	\$ 1,060.51	\$ 3,181.53
560 SO					TOTAL:		\$ 84,178.54	01-0100-0560-005740

PANASONIC

TOTAL:							\$ 477,439.58	
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TECHNOLOGY SOLUTIONS

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd Suite 275
Austin, Texas 78758
Phone: 512.452.0651

QUOTE

Quote Number: [Redacted]
Quoted Date: 10/24/2024
Expiration Date: 11/29/2024
Account Exec: Ashley Ambroso
Inside Sales Rep: Jed Rhodes
jed.rhodes@gts-ts.com
(512) 681-6219
Terms: NET 30

QUOTE FOR:

Williamson County

FZ-40 Build

Table with 8 columns: LINE, ITEM, DESCRIPTION, SPECIFICATIONS, CONTRACT, QTY, PRICE, EXTENDED PRICE. Contains 3 rows of item details including Panasonic TOUGHBOOK 14" FZ-40, Smartcard xPAK, and Desktop Dock.

Quote Number: XXXXXXXXXX

C),Rear Usb-C Are 10Gbps And 1.5A.

4	HA-40LVDA0L	Panasonic Havis Premium Vehicle Dock (no pass) for Panasonic TOUGHBOOK 40.	Includes LIND power supply. USB-A (3), USB-C (3), HDMI, Serial, Ethernet (2). Includes diagnostic LED, one front USB-C, two video out (HDMI + one USB-C)COM	DIR-CPO-5225	38	\$ 1,060.51	\$ 40,299.38
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FZ-55 Build

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
5	FZ-55J2-00BM	Panasonic FZ-55 Toughbook	Specs: Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G EM7511, Dual Pass (Ch1:WWAN-GPS/Ch2:WWAN), Mic and Infrared 2MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat	DIR-CPO-5225	14	\$ 2,997.99	\$ 41,971.86
6	FZ-VNF551WIS	Pre-installed Contactless Smart Card xPAK for FZ-55 Mk1, Mk2, Mk3 Right Expansion Area		DIR-CPO-5225	14	\$ 126.82	\$ 1,775.48
7	HA-55LVD0L	PANASONIC : HAVIS DOCKING STATION WITH LIND POWER SUPPLY FOR PANASONICS TOUGHBOOK 54 AND 55 RUGGED LAPTOP		DIR-CPO-5225	10	\$ 795.89	\$ 7,958.90
8	FZ-VEB551U			DIR-CPO-5225	7	\$ 381.11	\$ 2,667.77

Quote Number: XXXXXXXXXX

PANASONIC : DESKTOP DOCK
FOR FZ-55

USB-A (4), HDMI (2), VGA, SERIAL,
LAN, KENSINGTON LOCK, POWER
BUTTON. NO AC ADAPTER
INCLUDED

FZ-G2 Build

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
9	FZ-G2EZ-0BAM	Panasonic FZ-G2 Rugged Tablet	Win11 Pro, Intel Core i5-1245U vPro (up to 4.4GHz), AMT, 10.1" WUXGA Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD (quick-release), Intel Wi-Fi 6E, Bluetooth, 4G EM7511, GPS, Dual Pass (Ch1:WWAN/Ch2:GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Standard Battery, TPM 2.0	DIR-CPO-5225	5	\$ 3,293.15	\$ 16,465.75
10	FZ-VRFG211MIS	Panasonic - PRE-INSTALLED CONTACTLESS SMART CARD READER XPAK FOR FZ-G2 REAR EXPANSION AREA		DIR-CPO-5225	5	\$ 161.09	\$ 805.45
11	FZ-VEKG21LM	Panasonic Keyboard For Fz-G2	Emissive Color-Selectable Backlit (4 Levels). Handle/Kickstand. Usb-A, Usb-C, Kensington Lock.	DIR-CPO-5225	5	\$ 600.16	\$ 3,000.80
12	DS-PAN-1012	Docking Station For Panasonic TOUGHBOOK G2 2-In-1 With Advanced Port Replication &		NO CONTRACT	1	\$ 875.94	\$ 875.94

Quote Number: XXXXXXXXXX

External Power Supply

CF-33 Build							
LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
13	CF-33TZ-OLAM	Panasonic CF-33 Toughbook	Win11 Pro, Intel Core i5-1245U vPro (up to 4.4GHz), AMT, 12.0" QHD Gloved Multi Touch+Digitizer, 16GB, Intel Iris Xe, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G MLP31-W, Dual Pass (Ch1:WWAN/Ch2:WWAN-GPS), Mic and Infrared 2MP Webcam, 8MP Rear Camera, Contactless SmartCard, Barcode, Standard Batteries (2), TPM 2.0, Flat	DIR-CPO-5225	2	\$ 4,525.92	\$ 9,051.84
14	CF-VEK335LMP	Premium Emissive Keyboard for CF-33 Mk3	(not compatible with mk1/mk2 tablets). Red Backlight (4 levels). USB-A 5 Gbps, USB-A 0.5 Gbps, HDMI, VGA, LAN, SDXC (full-size), Serial (USB), Power, Docking Connector, Kensington Lock. Includes Handle/Kickstand.	DIR-CPO-5225	2	\$ 569.50	\$ 1,139.00
15	CF-VEB331U	Panasonic Desktop Dock For Cf-33	Requires Premium Keyboard (Sold Separately).Ethernet (2), Hdmi, Vga, Usb 2.0 (4), Usb 3.0 (2), Serial, Power, Docking Connector, Kensington Lock, Release Lever And Power Button. No Ac Adapter Included	DIR-CPO-5225	2	\$ 339.15	\$ 678.30

QUOTE

Quote Number: XXXXXXXXXX

16	DS-PAN-1112	Havis: Docking Station For Panasonic TOUGHBOOK 33 2-In-1 Laptop With Advanced Port Replication & LIND Power Supply	DIR-CPO-4751	1	\$ 965.00	\$ 965.00
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Service Bundle

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
17	CF-SVCPSY4	Panasonic 4Th Year Public Safety Service Bundle Add On (Year 4 Only) Must Be Purchased In Conjunction With Ps Bundle Base Unit Includes Premier Protection Plus Customer Portal Disk Image Management Hdd No Return		DIR-CPO-5225	91	\$ 323.33	\$ 29,423.03
18	CF-AA5713A2M	Panasonic Ac Adapter (100W) For Fz-55, Cf-33		DIR-CPO-5225	18	\$ 67.67	\$ 1,218.06

<p><i>Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability. Dell maintains a strict zero-return policy. Therefore, purchases of incorrect quantity, specifications, items, or configurations are non-refundable and non-returnable. Please ensure that you have reviewed your quote thoroughly.</i></p> <p>**This quote does not include the applicable sales tax for our commercial customers**</p>	Sales Total:	\$ 477,439.58
	Freight & Misc:	\$ 0.00
	Tax Total:	\$ 0.00
	Total (USD):	\$ 477,439.58

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: 2024-1232043

Date Filed: 10/28/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business. GTS Technology Solutions Austin, 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 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. 202559 GTS Q-08686; FY25 Panasonic Bulk order #1

Table with 4 columns: Name of Interested Party, City, State, Country (place of business), Nature of interest (Controlling, Intermediary)

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is [redacted], and my date of birth is [redacted].

My address is [redacted], [redacted], [redacted], 78758, 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 28th day of October, 2024. (month) (year)

Eilene Melvin

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.
GTS Technology Solutions
Austin, TX United States

Certificate Number:
2024-1232043

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

Date Filed:
10/28/2024

Date Acknowledged:
10/29/2024

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.
202559
GTS Q-08686; FY25 Panasonic Bulk order #1

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: 11/05/2024

Approval of Consent to Contract Assignment from ADT Commercial LLC to Everon, LLC for Facilities Management and Parks Departments

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 Consent to Contract Assignment for ADT Commercial, LLC (the Assignor) to Everon, LLC (the Assignee), relating to Services Contract #202321 between Williamson County and ADT Commercial LLC to provide Security Alarm Monitoring Services to multiple buildings, awarded on October 11, 2022. (CC Agenda Item #17) Services Contract between Williamson County and ADT Commercial LLC to provide Monthly Monitoring Service to Williamson County Parks Buildings, awarded on June 2, 2020. (CC Agenda Item #18), and authorizing the execution of the Consent to Assignment.

Background

Everon LLC has acquired ADT Commercial LLC. The Consent to Contract Assignment will complete the transition process by transferring the Williamson County services contract to Everon LLC. The Funding Sources are 01.0100.0510.004500 and 01.0100.0509.004500. Christi Stromberg is the department's point of contact for Facilities Management and Benita Bonner for the Parks Department.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Consent to Contract Assignment
1295 form

Form Review

Inbox

Purchasing (Originator)
County Judge Exec Asst.
Form Started By: Cheryl Johnson
Final Approval Date: 10/31/2024

Reviewed By

Joy Simonton
Becky Pruitt

Date

10/31/2024 10:55 AM
10/31/2024 12:24 PM
Started On: 10/14/2024 01:05 PM

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **ADT Commercial LLC. PO BOX 219044 Kansa City MO. 64121-9044** (hereinafter "Assignor") hereby requests consent from Williamson County, Texas (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights, and obligations to **Everon, LLC. P.O. Box 219044, Kansas City, MO, 64121-9044** (hereinafter "Assignee") in the contract(s) described as follows:

Services Contract #202321 between Williamson County and ADT Commercial LLC to provide Security Alarm Monitoring Services to multiple buildings, being effective October 11, 2022. (CC Agenda Item #17 10/11/22)

Services Contract between Williamson County and ADT Commercial LLC to provide Monthly Monitoring Service to Williamson County Parks Buildings, being effective June 2, 2020. (CC Agenda Item #18 6/2/20)

In consideration of the mutual promises and covenants contained herein, the County, Assignor, and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.
2. Following the execution of this Consent to Contract Assignment, the Assignee shall fully perform all services and/or provide all goods in accordance with the terms and conditions of the Contract as if the Assignee was an original party to the Contract.
3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees, and legal representatives.
4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR

ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements, and covenants set forth herein, the County agrees and does hereby consent to the Assignor's assignment of the Contract to the Assignee.
6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.
7. Each party to this Consent to Contract Assignment acknowledges that it and its counsel have reviewed this Consent to Contract Assignment 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 Consent to Contract Assignment.
8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment 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 Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by a written instrument signed by each party.

AGREED, signed, and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By:

Bill Gravell, Jr., County Judge

Date: _____, 20

ASSIGNOR:

ADT Commercial LLC.

By: 

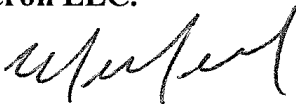
Printed Name: Mike Schobel

Title: GENERAL MANAGER

Date: 10/30, 20 24

ASSIGNEE:

Everon LLC.

By: 

Printed Name: MIKE SCHOBEL

Title: GENERAL MANAGER

Date: 10/30, 20 24

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.
 Everon
 Austin, TX United States

Certificate Number:
 2024-1233154

Date Filed:
 10/30/2024

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

Date Acknowledged:
 10/31/2024

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.
 202321
 Consent to Contract Assignment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Schobel, Michael	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.
Everon
Austin, TX United States

Certificate Number:
2024-1233154

Date Filed:
10/30/2024

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

Date Acknowledged:

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.
202321
Consent to Contract Assignment

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Schobel, Michael	Austin, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

Michael Schobel *Michael Schobel*



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

Executed in Travis County, State of Texas, on the 30 day of October, 2024.
(month) (year)

[Handwritten Signature]

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session

32.

Meeting Date: 11/05/2024

Exposition Center - Water Storage Tank (P636)

Submitted For: Dale Butler

Submitted By: Christy Matoska, Facilities Management

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 04 from Aggield Construction for the Expo Water Storage Tank Project in the amount of \$2,780.00, which was approved by Williamson County Facilities Senior Project Manager, Angel Gomez pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This change order is for wrapping exposed, above ground piping with aluminum clad insulation from new water pump to the water storage tank as requested by Williamson County. Williamson County Facilities Senior Project Manager, Angel Gomez was delegated change order approval authority for this project on March 21st, 2023 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Expo Gattis Pavilion - Water Tank Aggield - CO#4

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Christy Matoska

Final Approval Date: 10/31/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

10/31/2024 10:02 AM

10/31/2024 12:27 PM

Started On: 10/31/2024 08:09 AM



CHANGE ORDER
Expo Water Storage Tank

CHANGE ORDER NO: 04

NTP Date: 08.21.24

DATE OF ISSUANCE: October 29, 2024

Contractor: Aggieland Construction

Architect/ Engineer: Williamson County

EXPLANATION:

1. Add for additional costs associated for wrapping exposed, above ground piping with aluminum clad insulation from new water pump to the water storage tank as requested by Angel Gomez. Aluminum Clad Insulation was not part of our original scope of work to furnish and install. Change Order includes additional mobilization, labor, equipment & materials as required to complete the additional scope.

CONTRACT CHANGE:

1. Add \$2,780 to current contract amount for changes included above.

Original Contract Amount..... \$ 153,392.00

Net change by previously submitted Change Orders..... \$ 19,433.00

Contract sum prior to this Change Order was..... \$ 172,825.00

Contract Sum be increased / (decreased) by this Change Order in the amount of..... \$ 2,780.00

The new Contract Sum including this Change Order will be..... \$ 175,605.00

Percentage Increase of Change Orders over Original Contract Amount
(Not to Exceed 25% per state law)..... 14.48 %

The Contract Time will be changed by..... 0 days

The date of Substantial Completion as of the date of this Change Order..... December 13, 2024

RECOMMENDED BY:

Kyle Maas
Contractor's Printed Name

Signature

October 29, 2024
Date



REVIEWED BY:

N/A

Architect/ Engineer Name

Signature

Date

ACCEPTED BY:

Angel Gomez

Owner's Representative



Angel Gomez (Oct 31, 2024 07:55 CDT)

Signature

Oct 31, 2024

Date

Commissioners Court - Regular Session

33.

Meeting Date: 11/05/2024

Approval of the Purchase of New John Deere Motor Grader 672G heavy equipment from RDO Equipment Co. 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 John Deere Motor Grader 672G, replacing UMG 1005 heavy equipment from RDO Equipment for the total amount of \$414,185.33 pursuant to Co-Op Sourcewell contract 011723-JDC.

Background

This purchase will support the operations of the Road and Bridge Department throughout the County. County Audit and General Counsel have both reviewed. Funding Source is 01.0200.0210.005711 for FY25 and Origination ID# is 1476. Point of Contact is Jenifer Favreau.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Quote

Form 1295 - RDO Equipment

Form Review

Inbox

Purchasing (Originator)

County Judge Exec Asst.

Form Started By: Fernando Ramirez

Final Approval Date: 10/30/2024

Reviewed By

Joy Simonton

Becky Pruitt

Date

10/30/2024 12:09 PM

10/30/2024 01:19 PM

Started On: 10/29/2024 04:21 PM



Investment Proposal (Quote)

RDO Equipment Co.
16415 N Interstate 35
Pflugerville TX, 78660
Phone: (512) 272-4141 - Fax: (512) 272-9365

Proposal for:
WILLIAMSON COUNTY FLEET SERVICES
3151 SE INNER LOOP STE B
GEORGETOWN, TX, 786266343
WILLIAMSON

Investment Proposal Date: 10/28/2024
Pricing Valid Until: 11/30/2024
Deal Number: [REDACTED]
Customer Account#: [REDACTED]
Sales Professional: Shannon Brooks Fitzgerald
Phone: (512) [REDACTED]
Fax: [REDACTED]
Email: SBrooks@rdoequipment.com

Comments

Nov. 1st Price Increase added

Sourcewell Contract 011723-JDC
Williamson County Sourcewell Member ID [REDACTED]

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2024 JOHN DEERE 672G	\$676,792.00
			Freight in FACTORY FREIGHT	\$6,000.00
			Prep / Reconditioning PDI	\$2,600.00
			Customer Discount SOURCEWELL-42% OFF LIST	(\$279,185.76)
			Freight Out Delivery	\$550.00
			Warranty -John Deere Comprehensive-36 Months, 4000 Hours,Deductible: 200, Exp Date: 7/31/2027	\$6,912.00
			Equipment Subtotal:	\$413,668.24

Purchase Order Totals

Balance:	\$413,668.24
Total Taxable Amount:	\$0.00
TX STATE TAX:	\$0.00
TX SPECIAL TAX:	\$0.00
Sales Tax Total:	\$0.00
HEI:	\$517.09
Sub Total:	\$414,185.33
Cash with Order:	\$0.00
Balance Due:	\$414,185.33

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2024 JOHN DEERE 672G	8450T 672G MOTOR GRADER with 6WD 1140 John Deere PowerTech PSS 9.0L meets EPA FT4 Emissions 1830 Engine Exhaust W/ Flat Black Stack (FT4 or Stage V only) 1410 Standard Fuel & Water Filtration 1320 No Quick Service Group 1020 Armrest Fingertip Controls 5070 Grade Pro Low Cab w/ Fixed Lower Front and Side Opening Windows, Laminated Glass 8830 Rear Camera (R4) 8210 Exterior Mounted Rearview Mirrors 8410 AM/FM Radio with Aux and Weather Band (WB) 8310 Lower Front Intermittent Wiper & Washer 6030 No Powered Cab Air Precleaner 6140 Grade Pro Premium Heated, Leather/Fabric, High-Wide Back Air Suspension Seat 8720 No Sound Absorption Package 6555 Grade Pro Controls for Rear Ripper or 1 Rear Auxiliary Function 6650 Grade Pro Controls - Left Side 8510 Air Conditioner Refrigerant Charged 9130 Rear Retractable Sun Shade 9210 Decelerator 2575 No Grade Control Base Kit Installed 2775 No Topcon 3D GPS Grade Control System installed 5815 Hydrau 1610 Hydraulic Pump Disconnect 170K JDLINK™ 1910 Blade Impact Absorption System 2050 14 Ft. x 24 In. x 7/8 In. (4.27M x 610mm x 22mm) w/ 6 In. x 5/8 In. (152 x 16mm) Cutting Edge & 5/8 in. (16mm) Hardware 2850 Premium Circle 1235 130 amp Alternator 7110 Transporting Lights (6 Halogen Lights) 8120 24-to-12 Volt Converter (30 amps peak / 25 amps continuous) 9298 Beacon with Flip Down Cab Beacon Bracket (RH) 9299 Beacon with Flip Down Cab Beacon Bracket (LH) 6710 Front Push Block 6810 Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin 9430 (9) Extra Scarifier Shanks w/Teeth For Rear Ripper/Scarifier 9440 (2) Extra Ripper Shanks w/Teeth For Rear Ripper/Scarifier 9220 5.0 lbs. multi purpose (ABC) Dry Chemical Fire Extinguisher 9280 Slow Moving Vehicle (SMV) Sign 5520 Manual Shift Transmission (no Autoshift) 5710 Transmission Solenoid Valve Guard 4924 No Brand Preference 7820 No Front Fenders 9724 17.5R25 L2 1 STAR NO BRAND PREFERRED WITH 3PC RIM 2605 English Manual W/ English Labels & Decals

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:
2024-1231681

Date Filed:
10/28/2024

Date Acknowledged:
10/28/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
RDO EQUIPMENT
FARGO, ND 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.
136413
NEW 2024 JOHN DEERE MOTOR GRADER 6WD

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	OFFUTT, CHRISTI	FARGO, ND United States	X	
	OFFUTT, RON	FARGO, ND United States	X	
	MCGOVERN, RONDI	FARGO, ND United States	X	
	OFFUTT, RYAN	FARGO, ND United States	X	
	NEAL, SHELLY	FARGO, ND 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:
2024-1231681

Date Filed:
10/28/2024

Date Acknowledged:

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

RDO EQUIPMENT
FARGO, ND 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.

136413
NEW 2024 JOHN DEERE MOTOR GRADER 6WD

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	OFFUTT, CHRISTI	FARGO, ND United States	X	
	OFFUTT, RON	FARGO, ND United States	X	
	MCGOVERN, RONDI	FARGO, ND United States	X	
	OFFUTT, RYAN	FARGO, ND United States	X	
	NEAL, SHELLY	FARGO, ND 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

34.

Meeting Date: 11/05/2024

Cobb Fendley 1811-273 Contract Amendment No 6 Utility Coordination and Relocation

Submitted For: Robert Daigh

Submitted By: Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 6 under Williamson County Contract for Engineering Services between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities. Funding source: 01.0200.0210.004100.

Background

This Contract Amendment No 6 is to increase the compensation cap from \$2,000,000.00 to \$2,500,000.00.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cobb Fendley 1811-273 Contract Amendment No 6 Utility Coordination and Relocation

Form Review

Inbox

Hal Hawes

County Judge Exec Asst.

Form Started By: Vicky Edwards

Final Approval Date: 10/24/2024

Reviewed By

Hal Hawes

Becky Pruitt

Date

10/24/2024 12:04 PM

10/24/2024 03:21 PM

Started On: 10/23/2024 03:02 PM

CONTRACT AMENDMENT NO. 6
TO
WILLIAMSON COUNTY CONTRACT FOR
ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: Utility Coordination for All Williamson County Activities Not Related to Road Bond Activities RFQ 1811-273 (“Project”)

THIS CONTRACT AMENDMENT NO. 6 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Cobb, Fendley & Associates, Inc. (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective July 16, 2019 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to \$2,000,000.00;

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

- I. The Compensation Cap under Article 5 of the Contract is hereby increased from \$2,000,000.00 to \$2,500,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:

By: *Sandra G. Khoury*

Sandra G. Khoury, P.E.

Printed Name

Executive Vice President

Title

10/23/2024

Date

COUNTY:

By: _____
Signature

Bill Gravell, Jr.

Printed Name

County Judge

Title

Date

Commissioners Court - Regular Session

35.

Meeting Date: 11/05/2024

Cobb Fendley 1811-273 WA6 SA3 Utility Coordination for CR 201

Submitted For: Robert Daigh

Submitted By: Rachel Vrabel, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 3 to Work Authorization No 6 under Williamson County Contract between Cobb, Fendley & Associates, Inc. and Williamson County dated July 16, 2019 for Utility Coordination for CR 201 from Umbrella Sky to CR 200. Funding source: P499.

Background

This supplemental is to extend the expiration date to September 30, 2026 and increase the maximum amount payable to \$156,701.50.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Cobb Fendley 1811-273 WA6 SA3 Utility Coordination for CR 201

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Rachel Vrabel

Final Approval Date: 10/24/2024

Reviewed By

Becky Pruitt

Date

10/24/2024 03:22 PM

Started On: 10/24/2024 07:38 AM

SUPPLEMENTAL WORK AUTHORIZATION NO. 3
TO
WORK AUTHORIZATION NO. 6

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Utility Coordination for CR 201 from Umbrella Sky to CR 200

This Supplemental Work Authorization No. 3 to Work Authorization No. 6 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **July, 16, 2019** (“Contract”) and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Cobb, Fendley & Associates, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. 6 dated effective **November 3, 2021** (the “Work Authorization”);

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

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

AGREEMENT

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

- I. The above referenced Work Authorization termination date shall be modified to **September 30, 2026**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment “C” (must be attached).

- II. The maximum amount payable for services under the Work Authorization is hereby increased from \$ **81,701.50** to \$ **156,701.50** . The revised Work Schedule is attached hereto as Attachment “C” (must be attached).

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

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

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

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

FIRM:

By: _____  _____

Sandra G. Khoury, P.E.
Printed Name

Executive Vice President
Title

10/23/2024
Date

WILLIAMSON COUNTY:

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

Date

Attachment C

Cobb, Fendley & Associates will provide a work schedule for the assigned tasks.

Commissioners Court - Regular Session

36.

Meeting Date: 11/05/2024

22IFB57 CR 401 Reconstruction - Change Order #10 (Final Balancing)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 10 in the amount of (\$1,842.48) for Project 22IFB57 CR 401 (James Construction Group) P: 390 Funding Source: Road Bond.

Background

This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net decrease of \$1,842.48 to the Contract amount, for an adjusted Contract total of \$13,961,272.18. The original Contract amount was \$12,673,200.94. As a result of this and all Change Orders to-date, \$1,288,071.24 has been added to the Contract, resulting in a 10.16% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

22IFB57 CR 401 CO#10

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Julissa Vasquez

Final Approval Date: 10/31/2024

Reviewed By

Becky Pruitt

Date

10/31/2024 08:50 AM

Started On: 10/28/2024 06:58 AM

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 10

Contractor: James Construction Group NTP Required: [] Yes [x] No

Project Name: CR 401

Change Order Work Limits: Sta. 139+10.75 to Sta. 205+27.24

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 2E (3 Max. - In order of importance - Primary first)

Table with contract details: Contract Award Date: 3/22/2022, Project Number: 22IFB57, Funding Source: P390, Roadway: CR 401, CSJ Number: N/A

Describe the work being revised:

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

Work to be performed in accordance with Items: See attached.

New or revised plan sheet(s) are attached and numbered: N/A

New Special Provisions/Specifications to the contract are attached: [] Yes [x] No

New Special Provisions to Item N/A No. N/A. Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

Contractor signature block and summary table. Includes signature of Joey Williams, Division Manager, and summary of contract amounts and change order details.

RECOMMENDED FOR EXECUTION: [Signature] 10/25/2024 Senior Construction Engineer Date

RECOMMENDED FOR EXECUTION: [Signature] 10/25/2024 Department of Infrastructure Williamson County Date

[Signature] 10/25/2024 Program Manager Date

APPROVED: [Signature] Date Presiding Officer of the Williamson County Commissioners Court

N/A 3rd Party Signature Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 10

Project # 22IFB57

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/UNDERRUN
				QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	
WC 40 05 19	Pipe, 16-IN Diameter Ductile Iron or PVC Pipe, (All Depths), Including Excavation and Backfill	LF	\$170.61	54.00	\$9,212.94	(54.00)	0.00	\$0.00	(\$9,212.94)
WC 40 05 19	Pipe, 16-IN Diameter Ductile Iron or PVC Pipe, (All Depths), Including Excavation and Backfill	LF	\$136.49	-54.00	(\$7,370.46)	54.00	0.00	\$0.00	\$7,370.46
TOTALS					\$1,842.48			\$0.00	(\$1,842.48)

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

**CR 401 Reconstruction
Williamson County Project No. 22IFB57**

Change Order No. 10

Reason for Change

This Change Order provides the final balancing for the overruns/underruns of contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans.

This Change Order results in a net decrease of \$1,842.48 to the Contract amount, for an adjusted Contract total of \$13,961,272.18. The original Contract amount was \$12,673,200.94. As a result of this and all Change Orders to-date, \$1,288,071.24 has been added to the Contract, resulting in a 10.16% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

HNTB Corporation

Oscar Salazar-Bueno, P.E.

Change Order Worksheet

Contract Name CR 401 Reconstruction **Solicitation #:** 22IFB57

Date awarded 3/22/2022

Awarded Contract Amount \$12,673,200.94

Percentage Change

Change order #1	\$13,315.52	0.11%
Change order #2	\$414,400.00	3.27%
Change order #3	\$214,351.37	1.69%
Change order #4	\$188,826.95	1.49%
Change order #5	\$0.00	0.00%
Change order #6	\$399,968.56	3.16%
Change order #7	\$137,831.49	1.09%
Change order #8R	\$71,380.34	0.56%
Change order #9R	-\$150,160.51	-1.18%
Change order #10	-\$1,842.48	-0.01%

Total changes to date

\$1,288,071.24 10.16%

Adjusted contract amount

\$13,961,272.18

(Running totals here)

Commissioners Court - Regular Session

37.

Meeting Date: 11/05/2024

Inner Loop AFA with TXDOT

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Advanced Funding Agreement with TxDOT regarding the reconstruction of the IH-35 main lane bridge at SE Inner Loop. Bonds P688

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution
Agreement

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/31/2024

Reviewed By

Becky Pruitt

Date

10/31/2024 08:49 AM

Started On: 10/23/2024 04:05 PM

CSJ #	0015-08-434		
AFA CSJ's	0015-08-434		
District #	14	AFA ID	Z00010366
Code Chart 64 #	50246		
Project Name	IH 35 from N to S Inner Loop		

STATE OF TEXAS * *THE COMMISSIONERS COURT OF*

COUNTY OF WILLIAMSON * *WILLIAMSON COUNTY, TEXAS*

KNOW ALL MEN BY THESE PRESENT that on this, the mm/dd/yyyy, the Commissioners Court of Williamson County, Texas, met in duly called session at the Courthouse in Georgetown, Texas and at said meeting, among other business, the Court considered the following.

RESOLUTION:

WHEREAS an Advance Funding Agreement with TXDOT for an On-System Locally Funded Roadway Improvement Project, generally described as **preliminary engineering (preliminary design, environmental, utilities, right of way), plans, specifications, and estimates (PS&E) for reconstructing the IH-35 main lane bridge at SE Inner Loop** in Williamson County, Texas.

WHEREAS, the Williamson County Commissioners Court desires to affirm its support of the Project, which has been funded through the Williamson County 2023 Road Bond Program

Now therefore, the Williamson County Commissioners Court does hereby approve the agreement and enters into this agreement with the Texas Department of Transportation for the Project referenced above by the CSJ. The County Judge is authorized to execute all documents necessary to complete this transaction.

RESOLVED this ___ day of _____, 2024.

Bill Gravell, County Judge

Attest:

Nancy E. Rister, County Clerk

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STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Locally Funded Roadway Improvement Project
On-System**

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

WITNESSETH

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

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **reconstructing the IH-35 main lane bridge**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order.

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A map showing the Project location appears in Attachment A, Location Map Showing Project, (Attachment A) which is attached to and made a part of this Agreement.

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

AGREEMENT

1. Responsible Parties:

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

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

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

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

3. Scope of Work

The scope of work for this Project consists of preliminary engineering (preliminary design, environmental, utilities, right of way), plans, specifications, and estimates (PS&E) for reconstructing the IH-35 main lane bridge to 2 managed lanes, 5 GP lanes and an auxiliary lane in each direction, reconstruct the South Bound Frontage Road to 3 lanes, to realign and the partially reconstruct SE Inner Loop to 5 lanes, and realign Austin Ave to tie into SE Inner Loop in Williamson County as shown on Attachment A.

4. Project Sources and Uses of Funds

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

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who

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receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

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

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- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred the State may refuse to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government or the State for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of this Agreement

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

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

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6. Amendments

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

7. Remedies

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

8. Utilities

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

9. Environmental Assessment and Mitigation

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

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

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

10. Compliance with Accessibility Standards

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

11. Procurement Standards

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

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12. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

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

13. Construction Responsibilities

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

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

14. Project Maintenance

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

15. Right of Way and Real Property

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

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

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assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

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

16. Insurance

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

17. Notices

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

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

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

18. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

19. Responsibilities of the Parties

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

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20. Ownership of Documents

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

21. Compliance with Laws

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

22. Sole Agreement

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

23. Procurement and Property Management Standards

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

24. Inspection of Books and Records

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

25. Audit

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

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

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

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AFA CSJs	0015-08-434		
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Project Name	IH 35 from N to S Inner Loop		

HUB/SBE (as appropriate) participation and report final accomplishments to TxDOT for credit to overall program goals.

For projects with no state or federal funds that are not on the state or federal highway systems, the Local Government should follow its own local or specific ordinances and procedures. Local Governments are encouraged to use HUBs and SBEs from TxDOT-approved or maintained sources. The Local Government must also report final HUB accomplishments to TxDOT for credit to overall program goals.

27. Debarment Certifications

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

28. Pertinent Non-Discrimination Authorities

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

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

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because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

29. Signatory Warranty

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

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

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Signature

Typed or Printed Name

Bill Gravell Jr.

Typed or Printed Name

Typed or Printed Title

County Judge

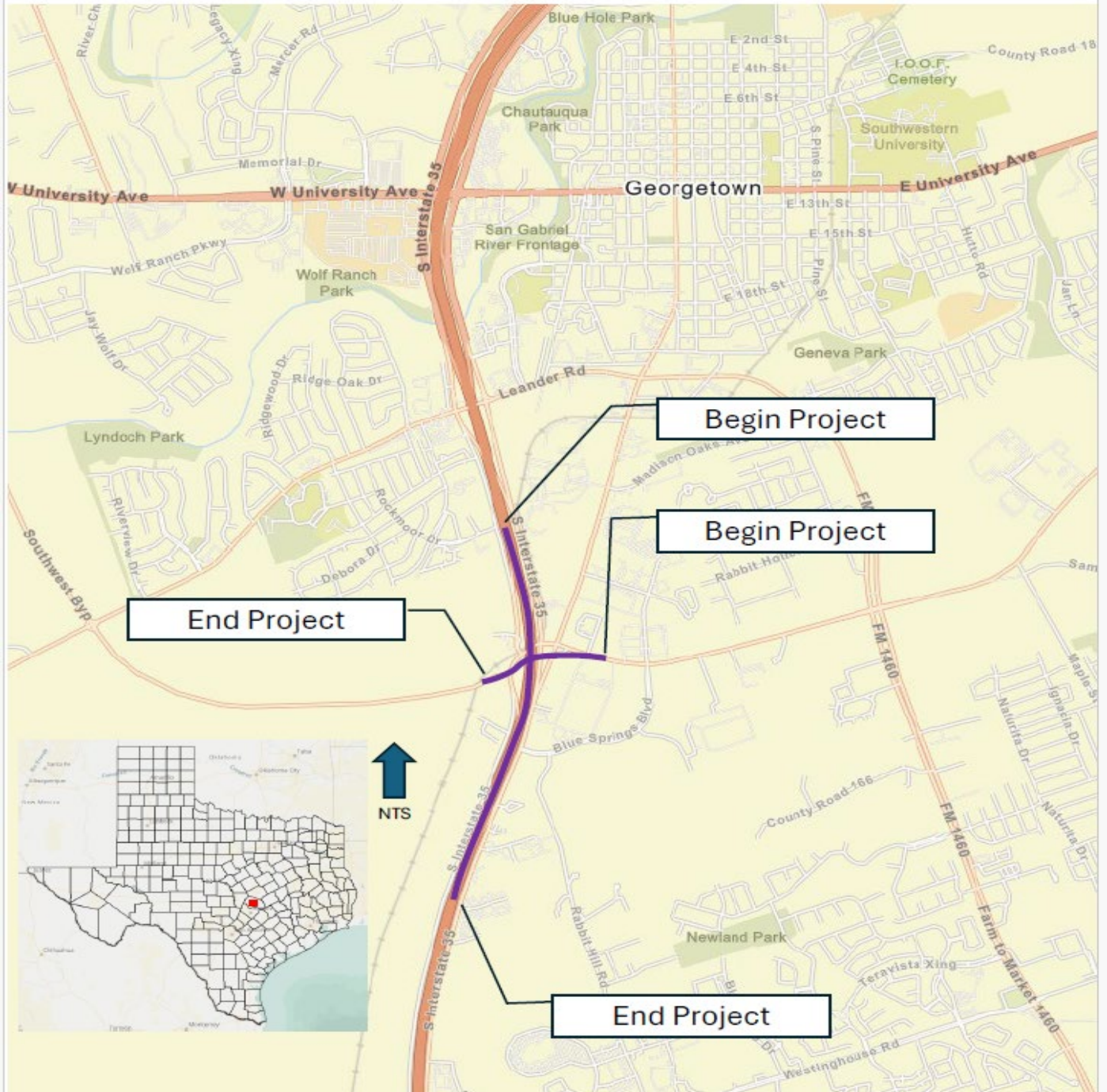
Typed or Printed Title

Date

Date

CCSJ #	0015-08-434		
AFA CSJs	0015-08-434		
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Code Chart 64 #	50246		
Project Name	IH 35 from N to S Inner Loop		

ATTACHMENT A LOCATION MAP SHOWING PROJECT **I-35 at Inner Loop**



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AFA CSJs	0015-08-434		
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Code Chart 64 #	50246		
Project Name	IH 35 from N to S Inner Loop		

**ATTACHMENT B
PROJECT BUDGET**

The State is responsible for only for Direct and Indirect State Costs. Local Government is responsible for 100% of all other costs including any overruns.

Description	Total Estimated Cost	State Participation		Local Participation	
		%	Cost	%	Cost
Engineering (by Local Government)	\$12,479,038	0%	\$0	100%	\$12,479,038
Subtotal	\$12,479,038		\$0		\$12,479,038
Environmental Direct State Costs	\$124,790	100%	\$124,790	0%	\$0
Right of Way Direct State Costs	\$93,593	100%	\$93,593	0%	\$0
Engineering Direct State Costs	\$311,976	100%	\$311,976	0%	\$0
Utility Direct State Costs	\$93,593	100%	\$93,593	0%	\$0
Construction Direct State Costs	\$0	0%	\$0	0%	\$0
Indirect State Costs (5.29%)	\$660,141	100%	\$660,141	0%	\$0
TOTAL	\$13,763,131		\$1,284,093		\$12,479,038

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$0

This is an estimate. The final amount of Local Government participation will be based on actual costs

Commissioners Court - Regular Session

38.

Meeting Date: 11/05/2024

ILA wit City of Taylor regarding Corridor A2

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Interlocal Agreement with the City of Taylor, Texas in the design and construction costs related to the Corridor A2 project. Funding Source: Bonds P680

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

ILA

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/31/2024

Reviewed By

Becky Pruitt

Date

10/31/2024 08:51 AM

Started On: 10/30/2024 04:21 PM

**INTERLOCAL AGREEMENT
REGARDING THE PARTICIPATION OF THE CITY OF TAYLOR, TEXAS AND
WILLIAMSON COUNTY, TEXAS IN THE DESIGN AND CONSTRUCTION COSTS
RELATED TO THE CORRIDOR A2 PROJECT**

THE STATE OF TEXAS §
 § KNOW ALL BY THESE PRESENTS:
COUNTY OF WILLIAMSON §

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the City of Taylor, Texas (“City”), a Texas home-rule municipality, and Williamson County, a political subdivision of the State of Texas (“County”). In this Agreement, City and the County are sometimes individually referred to as a “Party” and collectively referred to as the “Parties.”

WHEREAS, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties;

WHEREAS, the County is and has been in the process of designing and constructing a roadway from FM 973 to State Highway 95, as shown in Exhibit “A” attached hereto (“County Project”);

WHEREAS, the City desires to cooperate with the County to facilitate the construction of the County Project; and

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the County and City agree as follows:

**I.
PURPOSE**

1.01 General. The purpose of this Agreement is to provide for the City’s participation in the design, right-of-way acquisition, utility relocation, and construction of the County Project.

**II.
DESIGN AND CONSTRUCTION OF COUNTY PROJECT**

2.01 Design of County Project. The County shall be responsible for contracting with a firm (“Design Firm”) regarding the engineering and design for the County Project and shall ensure that the design includes the following:

A new location three-lane road between FM 973 and SH 95.

2.02 Design and Construction Costs. The County shall be responsible for all costs associated with the preliminary and final design, right-of-way acquisition, relocation of utilities not owned by the City, construction bidding, project management, and all other costs related to the County Project (“Project Cost”). The estimated Project Cost is \$29,500,000.00 which includes all costs related to the County Project; except that the City shall be solely responsible for the relocation of any City utilities.

2.03 Permits. The County shall be responsible for obtaining permits, if any, required for the construction of the County Project.

III. CITY OBLIGATIONS

3.01 City Payment. The City shall reimburse the County for the County Project in an amount not to exceed THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) for the design, right-of-way acquisition, and construction, including utility relocation costs for utilities not owned by the City (together “City Participation Amount”). The County will submit an invoice for the City Participation Amount upon award of the construction contract. City payment shall be due on June 15, 2025.

3.02 NO LIABILITY OR WARRANTY OF SERVICES. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY DOES NOT ASSUME ANY LIABILITY FOR, OR WARRANT, THE SERVICES THAT A THIRD PARTY PROVIDES PURSUANT TO THIS AGREEMENT OR CONSTRUCTION AGREEMENT. CITY AGREES AND ACKNOWLEDGES THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY CLAIM OR CAUSE OF ACTION THAT CITY MAY HAVE NOW OR IN THE FUTURE AGAINST AN ENGINEER OR THIRD PARTY FOR ANY DAMAGES OF ANY NATURE WHATSOEVER ALLEGEDLY SUSTAINED BY CITY, OR ANYONE HAVING A CLAIM BY, THROUGH OR UNDER CITY RELATED IN ANY WAY, DIRECTLY OR INDIRECTLY, WITH THE SERVICES PROVIDED BY A THIRD PARTY PURSUANT THIS AGREEMENT.

IV. DISPUTES

4.01 Material Breach; Notice and Opportunity to Cure.

(a) In the event that one Party believes that another Party has materially breached one of the provisions of this Agreement, the non-defaulting Party will make written demand to cure and give the defaulting Party up to 30 days to cure such material breach or, if the curative action cannot reasonably be completed within 30 days, the defaulting Party will commence the curative action within 30 days and thereafter diligently pursue the curative action to completion. Notwithstanding the foregoing, any matters specified in the default notice which may be cured solely by the payment of money must be cured within 10 days after receipt of the notice. This

applicable time period must pass before the non-defaulting Party may initiate any remedies available to the non-defaulting party due to such breach.

(b) Any non-defaulting Party will mitigate direct or consequential damages arising from any breach or default to the extent reasonably possible under the circumstances.

(c) The Parties agree that they will negotiate in good faith to resolve any disputes and may engage in non-binding mediation, arbitration, or other alternative dispute resolution methods as recommended by the laws of the State of Texas.

4.02 Equitable Relief. In recognition that failure in the performance of the Parties' respective obligations could not be adequately compensated in monetary damages alone, the Parties agree that after providing notice and an opportunity to cure in accordance with Section 4.01 above, the Parties shall have the right to request any court, agency or other governmental authority of appropriate jurisdiction to grant any and all remedies which are appropriate to assure conformance to the provisions of this Agreement. The defaulting Party shall be liable to the other for all costs actually incurred in pursuing such remedies, including reasonable attorney's fees, and for any penalties or fines as a result of the failure to comply with the terms including, without limitation, the right to obtain a writ of mandamus or an injunction requiring the governing body of the defaulting party to levy and collect rates and charges or other revenues sufficient to pay the amounts owed under this Agreement.

4.03 Agreement's Remedies Not Exclusive. The provisions of this Agreement providing remedies in the event of a Party's breach are not intended to be exclusive remedies. The Parties retain, except to the extent released or waived by the express terms of this Agreement, all rights at law and in equity to enforce the terms of this Agreement.

V. GENERAL PROVISIONS

5.01 Authority. This Agreement is made in part under the authority conferred in Chapter 791, *Texas Government Code*.

5.02 Term. This Agreement shall commence upon execution of this Agreement and shall end upon the completion of the County Project and acceptance of the public improvements by the City.

5.03 Severability. The provisions of this Agreement are severable and, if any provision of this Agreement is held to be invalid for any reason by a court or agency of competent jurisdiction, the remainder of this Agreement will not be affected and this Agreement will be construed as if the invalid portion had never been contained herein.

5.04 Payment from Current Revenues. Any payments required to be made by a Party under this Agreement will be paid from current revenues or other funds lawfully available to the Party for such purpose.

5.05 Cooperation. The Parties agree to cooperate at all times in good faith to effectuate the purposes and intent of this Agreement.

5.06 Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous understandings or representations, whether oral or written, regarding the subject matter and only relates to those portions of the County Project shown in Exhibit A.

5.07 Amendments. Any amendment of this Agreement must be in writing and will be effective if signed by the authorized representatives of the Parties.

5.08 Applicable Law; Venue. This Agreement will be construed in accordance with Texas law. The venue for any action arising hereunder will be in Williamson County, Texas.

5.09 Notices. Any notices given under this Agreement will be effective if (i) forwarded to a Party by hand-delivery; (ii) transmitted to a Party by confirmed telecopy; or (iii) deposited with the U.S. Postal Service, postage prepaid, certified, to the address of the Party indicated below:

TAYLOR: 400 Porter Street
Taylor, TX 76574
Attn: Brian Laborde
Telephone: (512) 352-6475
Facsimile: (512) 352-6037

COUNTY: 710 S. Main Street
Georgetown, Texas 78626
Attn: Bill Gravell, Jr.
Telephone: (512) 943-1550
Facsimile: (512) 943-1662

5.10 Counterparts; Effect of Partial Execution. This Agreement may be executed simultaneously in multiple counterparts, each of which will be deemed an original, but all of which will constitute the same instrument.

5.11 Authority. Each Party represents and warrants that it has the full right, power, and authority to execute this Agreement.

5.12 Effective Date. This Agreement is executed to be effective on the date the last Party signs this Agreement.

5.13 No Joint Venture. The County Project is a sole project of the County and is not a joint venture or other partnership with the City.

THE CITY OF TAYLOR, TEXAS

By: [Signature]
Dwayne Ariola, Mayor



ATTEST:

By: [Signature]
Lucy Aldrich, City Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this 25 day of October, 2024, by DWAYNE ARIOLA as MAYOR of the City of Taylor, Texas, on behalf of said City.



[Signature]
Notary Public, State of Texas

WILLIAMSON COUNTY, TEXAS

By: _____
Bill Gravell, Jr., County Judge

ATTEST:

By: _____
Nancy Rister, County Clerk

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

THIS INSTRUMENT was acknowledged before me on this
_____ by Bill Gravell, Jr., County Judge of Williamson
County, Texas, on behalf of said County.

Notary Public, State of Texas



EXHIBIT "A"



Commissioners Court - Regular Session

39.

Meeting Date: 11/05/2024

CR 110N Resolution for Condemnation

Submitted For: Charlie Crossfield

Submitted By: Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a resolution determining the necessity and authorizing the use of eminent domain to condemn (5.080 acres) required for the construction of CR 110 North. (R040062, L.P. a Texas limited partnership/ Parcel 1) Funding Source: Road Bonds P362

Background

Missing Custom Expenditures Program, please contact Destiny Software

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Resolution

Form Review

Inbox

County Judge Exec Asst.

Form Started By: Charlie Crossfield

Final Approval Date: 10/31/2024

Reviewed By

Becky Pruitt

Date

10/31/2024 12:29 PM

Started On: 10/31/2024 08:18 AM

**IN THE COMMISSIONERS' COURT
OF WILLIAMSON COUNTY, TEXAS**

RESOLUTION

WHEREAS, the Commissioners' Court of Williamson County, Texas, has found and determined that in order to promote the public safety, to facilitate the safety and movement of traffic, and to preserve the financial investment of the public in its roadways, public necessity requires acquisition of fee simple title to that certain tract of land being 5.08 acres (Parcel 1) described by metes and bounds in Exhibit "A" owned by **R040062, LP, a Texas limited partnership**, for the purpose of constructing, reconstructing, maintaining, and operating the County Road 110N roadway improvements ("Project"), excluding all the oil, gas, and sulphur which can be removed from beneath said real property, without any right whatever remaining to the owner of such oil, gas, and sulphur of ingress to or egress from the surface of said real property for the purpose of exploring, developing, or mining of the same, as a part of the improvements to the Project, at such locations as are necessary and that such constructing, reconstructing, maintaining, and operating shall extend across and upon, and will cross, run through, and be upon the hereinafter described real properties; and

WHEREAS, the Commissioners' Court of Williamson County, Texas, has, through agents employed by the said office, entered into bona fide good faith negotiations with the owners of the hereinafter described properties and has failed to agree with the owners on the compensation and damages, if any, due to said owners. Now, therefore, the Commissioners' Court of Williamson County, Texas is authorizing the use of its power of eminent domain to condemn property.

BE IT RESOLVED BY THE COMMISSIONERS' COURT OF THE COUNTY OF WILLIAMSON, that the County Attorney or his designated agent be and he is hereby authorized and directed to file or cause to be filed against the owners of any interest in, and the holders of any lien secured by, the following described tracts of land, described in Exhibit "A" attached hereto, a suit in eminent domain to acquire the property interests for the aforesaid purposes; and

It is the intent of the Commissioners' Court that this resolution authorizes the condemnation of all property interests required to complete the construction and maintenance of the Project and associated public purposes. If it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the County Attorney is authorized to have such errors corrected or revisions made without the necessity of obtaining a new resolution of the Commissioners' Court authorizing the condemnation of the corrected or revised Property.

BE IT FURTHER RESOLVED that the County Attorney or his designated agent be and he is hereby authorized and directed to incur such expenses and to employ such experts as he shall deem necessary to assist in the prosecution of such suit in eminent domain, including, but not limited to, appraisers, engineers, and land use planners or other required expert consultants.

Adopted this _____.

Bill Gravell, Jr.
Williamson County Judge

EXHIBIT A

County: Williamson
Parcel : 1 – R040062, LP
Highway: County Road 110

PROPERTY DESCRIPTION

DESCRIPTION OF A 5.080 ACRE (221,291 SQUARE FOOT) PARCEL OF LAND SITUATED IN THE JOHN McQUEEN SURVEY, ABSTRACT NO. 426 IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THAT CALLED 64.358 ACRE TRACT OF LAND (TRACT 1) DESCRIBED IN GENERAL WARRANTY DEED WITH VENDOR'S LIEN TO R040062, LP RECORDED IN DOCUMENT NO. 2021042165 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 5.080 ACRE (221,291 SQUARE FOOT) PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod with plastic cap stamped "RPLS 5784" found in the existing easterly Right-of-Way (ROW) line of County Road (C.R.) 104 (Right-of-way width varies), being the northwesterly corner of that called 3.885 acre ROW acquisition parcel (C.R. 105) described in Deed to Williamson County, Texas recorded in Document No. 2018082244 of the Official Public Records of Williamson County, Texas, same as being in the existing easterly Right-of-way line of County Road (C.R.) 105 (Right-of-way width varies), and same being the southwesterly corner of said 64.358 acre tract,

THENCE, with said existing easterly ROW line, same being the westerly boundary line of said 64.358 acre tract N 21°50'47" W, for a distance of 325.75 feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 95.45 feet right of proposed CR 110 Baseline Station 367+47.18 (Grid Coordinates determined as N=10,193,787.73, E=3,149,184.16 TxSPC Zone 4203), for the southerly corner and **POINT OF BEGINNING** of the herein described parcel;

- 1) **THENCE**, continuing with said common boundary/ROW line, **N 21°50'47" W**, for a distance of **792.57** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 22.29 feet right of proposed C.R. 104 connecting Baseline Station P.T. 13+81.05, for the southerly northwest corner of the herein described parcel, and from which, an iron rod with plastic cap stamped "FOREST 1847", being the northwesterly corner of said 64.358 acre tract in said existing easterly ROW line of C.R. 104, same being the southwesterly corner of that called 28.00 acre tract of land described in Warranty Deed With Vendor's Lien to Jimmy C. Webb and wife, Virginia M. Webb recorded in Volume 707, Page 182 of the Deed Records of Williamson County, Texas bears N 21°50'47" W, at a distance of 335.81 feet;

THENCE, departing said existing easterly ROW line, with the proposed westerly ROW line of County Road 110, through the interior of said 64.358 acre tract, the following six (6) courses:

- 2) **N 68°28'34" E**, for a distance of **7.71** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set, 30.00 feet right of proposed C.R. 104 connecting Baseline Station P.T. 13+81.05, for an angle point;
- 3) **S 35°46'55" E** for a distance of **214.30** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 30.00 feet right of proposed C.R. 104 connecting Baseline Station 11+49.59, for an angle point;
- 4) **N 74°51'49" E**, for a distance of **63.72** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 80.52 feet right of proposed C.R. 104 connecting Baseline Station P.T. 11+05.43, same being 83.00 feet left of proposed CR 110 Baseline Station 373+27.53, for an angle point;
- 5) **N 19°46'12" E**, for a distance of **724.20** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet left of proposed CR 110 Baseline Station 380+51.73, for an angle point;
- 6) **S 67°39'59" W**, for a distance of **97.04** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 155.00 feet left of proposed CR 110 Baseline Station 379+86.66, for an angle point;

County: Williamson
Parcel : 1 - R040062, LP
Highway: County Road 110

Page 2 of 4

- 7) **N 19°46'12" E**, for a distance of **20.22** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set in said northerly boundary line of said 64.358 acre tract, same being the southerly boundary line of said 28.00 acre tract, being 155.00 feet left of proposed CR 110 Baseline Station 380+06.88, for the most northerly northwest corner of the herein described parcel, and from which, said iron rod with plastic cap stamped "FOREST 1847", being the northwesterly corner of said 64.358 acre tract in said existing easterly ROW line of C.R. 104, same being the southwesterly corner of that called 28.00 acre tract bears with said common boundary line, **S 67°39'59" W** for a distance of 519.98 feet;

THENCE, departing said proposed westerly ROW line, with said common boundary line, being the northerly line of the herein described parcel, the following three (3) courses:

- 8) **N 67°39'59" E**, for a distance of **92.51** feet to a 1/2" iron rod found, for an angle point;
- 9) **N 50°55'51" E**, for a distance of **130.61** feet to an iron rod with plastic cap stamped "FOREST 1847" found, for an angle point;
- 10) **N 68°15'24" E**, for a distance of **135.92** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet right of proposed CR 110 Baseline Station 382+70.76 in the proposed easterly ROW line of C.R. 110, for the northeasterly corner of the herein described parcel;

THENCE, departing said common boundary line, with said proposed easterly ROW line, through the interior of said 64.358 acre tract, the following three (3) courses:

- 11) **S 19°46'12" W**, for a distance of **1018.03** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 83.00 feet right of proposed CR 110 Baseline Station 372+52.73, for an angle point;
- 12) **S 08°37'30" W**, for a distance of **200.18** feet to an iron rod with aluminum cap stamped "WILLIAMSON COUNTY" set 100.00 feet right of proposed CR 110 Baseline Station 370+32.73, for an angle point,
- 13) **S 00°00'42" E**, for a distance of **256.81** feet to the **POINT OF BEGINNING**, containing 5.080 acres (221,291 square feet) of land, more or less.


This property description is accompanied by a separate parcel plat.

All bearings recited herein are based on the Texas State Plane Coordinate System, Central Zone No. 4203, NAD 83.

I, Miguel A. Escobar, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying sketch is true and correct to the best of my knowledge and belief and the property described herein was determined by a survey made on the ground during the months of June 2022, and August 2023 under the direct supervision of M. Stephen Truesdale, L.S.L.S., R.P.L.S.

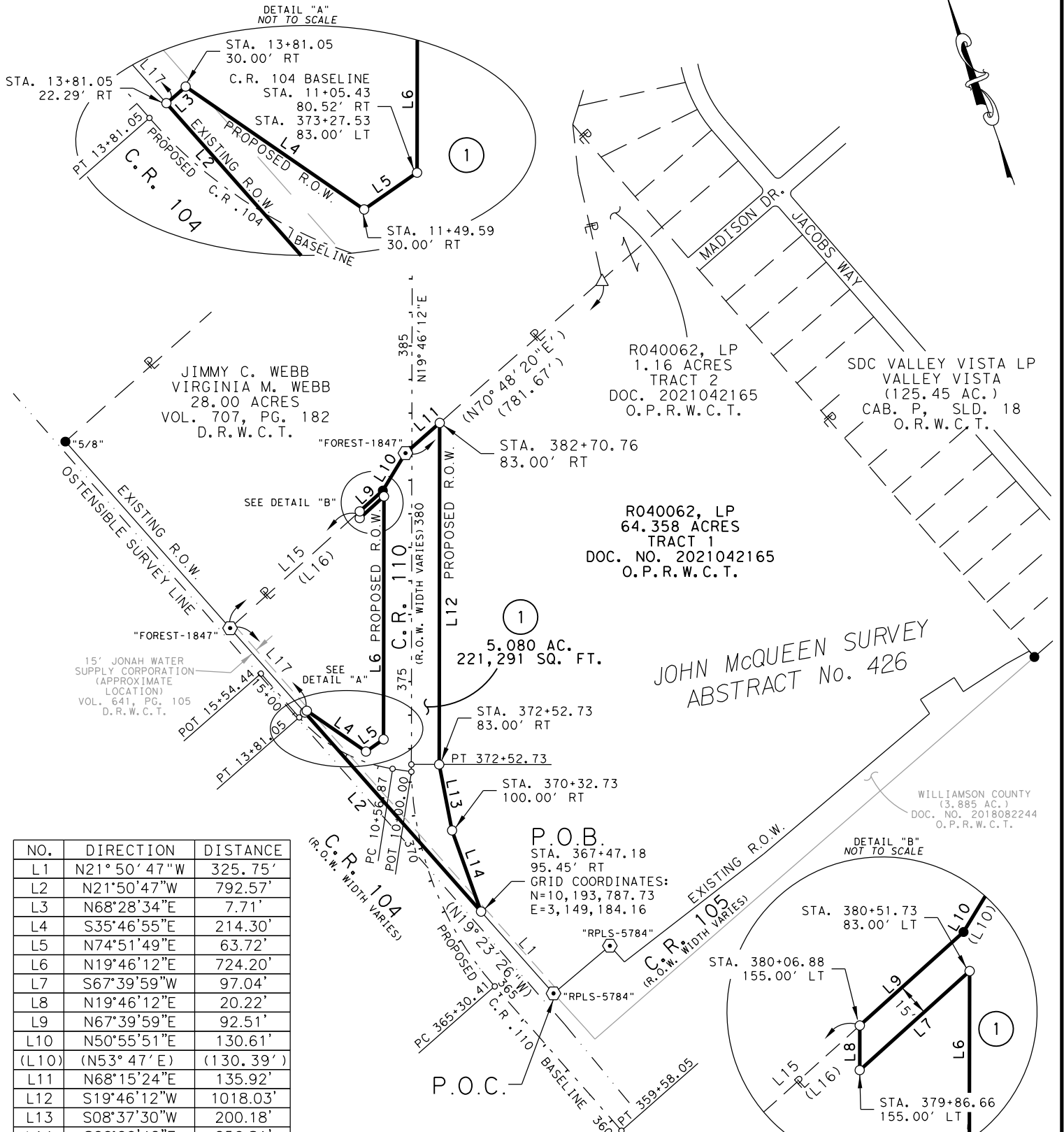
WITNESS MY HAND AND SEAL at Round Rock, Williamson County, Texas on this 7th of February, 2024, A.D.

INLAND GEODETICS


Miguel A. Escobar, L.S.L.S., R.P.L.S.
Texas Reg. No. 5630
1504 Chisholm Trail Rd #103
Round Rock, TX 78681
TBPELS Firm No. 10059100



PLAT TO ACCOMPANY PARCEL DESCRIPTION



NO.	DIRECTION	DISTANCE
L1	N21°50'47"W	325.75'
L2	N21°50'47"W	792.57'
L3	N68°28'34"E	7.71'
L4	S35°46'55"E	214.30'
L5	N74°51'49"E	63.72'
L6	N19°46'12"E	724.20'
L7	S67°39'59"W	97.04'
L8	N19°46'12"E	20.22'
L9	N67°39'59"E	92.51'
L10	N50°55'51"E	130.61'
(L10)	(N53°47'E)	(130.39')
L11	N68°15'24"E	135.92'
L12	S19°46'12"W	1018.03'
L13	S08°37'30"W	200.18'
L14	S00°00'42"E	256.81'
L15	S67°39'59"W	519.98'
(L16)	(N70°07'26"E)	(612.57')
L17	N21°50'47"W	335.81'

All bearings shown hereon are based on grid bearing. All distances are surface distances. Coordinates are surface values based on the Texas State Plane Coordinate System, NAD 83, Central Zone.

REVISED: 02/07/2024
01/20/2022

INLAND GEODETICS
 PROFESSIONAL LAND SURVEYORS
 1504 CHISHOLM TRAIL RD. STE. 103
 ROUND ROCK, TX. 78681
 PH. (512) 238-1200, FAX (512) 238-1251
 FIRM REGISTRATION NO. 100591-00

PARCEL PLAT SHOWING PROPERTY OF

R040062, LP



PARCEL 1
5.080 ACRES
221,291 Sq. Ft.

SCALE 1" = 400'	PROJECT COUNTY ROAD 110	COUNTY WILLIAMSON
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PLAT TO ACCOMPANY PARCEL DESCRIPTION

LEGEND

○	IRON ROD WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY" SET	P.O.B.	POINT OF BEGINNING
⊙	IRON ROD WITH PLASTIC OR ALUMINUM CAP FOUND - AS NOTED	P.O.C. ()	POINT OF COMMENCING RECORD INFORMATION
●	1/2" IRON ROD FOUND	P.R.W.C.T.	PLAT RECORDS WILLIAMSON COUNTY, TEXAS
△	CALCULATED POINT	D.R.W.C.T.	DEED RECORDS WILLIAMSON COUNTY, TEXAS
ℙ	PROPERTY LINE	O.R.W.C.T.	OFFICIAL RECORDS WILLIAMSON COUNTY, TEXAS
	DENOTES COMMON OWNERSHIP	O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY, TEXAS
	LINE BREAK		

THE SURVEY SHOWN HEREON WAS PREPARED IN CONJUNCTION WITH THAT COMMITMENT FOR TITLE INSURANCE GF NO. GT2200483, ISSUED BY TEXAN TITLE INSURANCE COMPANY, EFFECTIVE DATE JANUARY 7, 2022, ISSUE DATE JANUARY 15, 2022.

(10)A. EASEMENT GRANTED TO TEXAS POWER AND LIGHT COMPANY RECORDED IN VOL. 299, PG. 515, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

B. RIGHT OF WAY EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOL. 563, PG. 513, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO, FROM IT'S DESCRIPTION CAN NOT BE LOCATED.

C. RIGHT OF WAY EASEMENT GRANTED TO JONAH WATER SUPPLY CORPORATION RECORDED IN VOL. 641, PG. 105, OF THE DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AFFECTS AS SHOWN.

D. TERMS, PROVISIONS AND STIPULATIONS OF A BOUNDARY LINE AGREEMENT BY ERNEST KIMBRO ET AL AND SDC VALLEY VISTA RECORDED IN DOCUMENT NO. 9731931, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, DOES NOT AFFECT.

E. RIGHT OF WAY EASEMENT GRANTED TO JONAH WATER SPECIAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 9845595, OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, SUBJECT TO, FROM ITS DESCRIPTION CAN NOT BE LOCATED.

I CERTIFY THAT THIS MAP WAS PREPARED FROM A SURVEY MADE ON THE GROUND IN NOVEMBER AND DECEMBER 2021, AND JANUARY 2022 UNDER THE DIRECT SUPERVISION OF M. STEPHEN TRUESDALE, L.S.L.S., R.P.L.S.

INLAND GEODETICS



MIGUEL A. ESCOBAR, L.S.L.S., R.P.L.S.

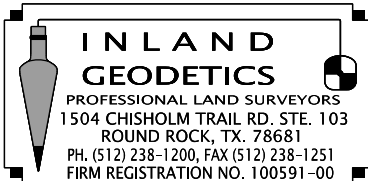


REVISED: 02/07/2024
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PARCEL PLAT SHOWING PROPERTY OF

R040062, LP

PARCEL 1
5.080 ACRES
221,291 Sq. Ft.



SCALE
1" = 400'

PROJECT
COUNTY ROAD 110

COUNTY
WILLIAMSON

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