NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
December 17, 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 – 30)

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

4. Discuss, consider, and take appropriate action on approving property tax collections for the month of November 2024 for the Williamson County Tax Assessor/Collector.

5. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County Municipal Utility District No 39 and the County of Williamson, Texas.

6. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, November 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

7. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, November 2024 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

8. Discuss, consider and take appropriate action on the reappointment of Michael Doss to the Central Texas Regional Mobility Authority (CTRMA) Board of Directors for a two-year term beginning February 1, 2025, and ending on January 31, 2027.

9. Discuss, consider and take appropriate action on reappointing Bobby Bunte to ESD #8 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

10. Discuss, consider and take appropriate action on reappointing Greg Eady to ESD #8 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

11. Discuss, consider and take appropriate action on reappointing Keith Couch to the ESD #7 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

12. Discuss, consider and take appropriate action on reappointing Laura Anderson to the ESD #7 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

13. Discuss, consider and take appropriate action on reappointing Darrel Warren to the ESD #7 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

14. Discuss, consider and take appropriate action on reappointing Mike Garcia to the ESD #9 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

15. Discuss, consider and take appropriate action on reappointing Jordan Baltazor to the ESD #2 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

16. Discuss, consider and take appropriate action on appointing Trish Weiner to the ESD #2 board to replace Thom Nanninga with the term to commence on January 1, 2025, and continue until December 31, 2026.

17. Discuss, consider and take appropriate action on reappointing David Glenn to the ESD #9 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

18. Discuss, consider and take appropriate action on reappointing Alan Forster to the ESD #9 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

19. Discuss, consider, and take appropriate action on reappointing Susie Fontenot, Michael Wright and Mike Keller as Board of Commissioners for ESD #6 on a two-year term through December 31, 2026.

20. Discuss, consider, and take appropriate action on reappointing Dan Hajl as a Board Commissioner for ESD #3 for a new term through December 31, 2026.

21. Discuss, consider, and take appropriate action concerning the appointment of Patrick Erickson as Deputy Constable for Precinct 1.

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

23. Discuss, consider and take appropriate action on an addendum to the Williamson County Exposition Center License & Use Agreement between Williamson County and Texas State Technical College relating to use of the Williamson County Exposition Center.

24. Discuss, consider, and take appropriate action on approving purchase #202546 between Williamson County and Motorola Solutions, Inc. for BDA/Jail DAS Service Agreement in the amount of $7,651.50, pursuant to HGAC RA 05-21 cooperative contract and authorize execution of the documents.

25. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Cleary Zimmermann Engineers, LLC, for Jail North Dishwasher Exhaust, in the amount of Thirteen Thousand Five Hundred Dollars ($13,500.00) and authorize execution of the agreement.

26. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Program Management Services for Justice Complex Relocation, under RFSQ #25RFSQ4. Funding source project TBD.

27. Discuss, consider and take appropriate action on approving Addendum agreement under contract #202528 with Bentley Systems Inc for OpenRoads Designer Select Subscription in the amount of $19,452.00 exempting this from the standard Williamson County Terms and Conditions, and authorizing execution of the agreement.

28. Discuss, consider and take appropriate action on Supplemental Work Authorization No. 4 to Work Authorization No. 4 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated March 19, 2020, for CR 255 Surveying Services. This supplemental is to increase the maximum amount payable to $204,070.00. Funding source: P546.

29. Discuss, consider, and take appropriate action on approval of the Municipal Separate Storm Sewer System (MS4) Annual Report.

30. Discuss, consider and take appropriate action on ratifying and approving the preliminary plat for the Cross Creek Commercial Park subdivision – Precinct 2.

REGULAR AGENDA

31. Discuss, consider and take appropriate action on receiving the results of the community-wide survey conducted by ETC Institute.

32. Discuss, consider and take appropriate action on the distribution of funds for the Hutto Education Foundation.

33. Discuss, consider and take appropriate action on accepting a BJA FY24 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program grant Award Number 15PBJA-24-GG-04486-COAP in the amount of $1,600,000 from the Office of Justice Programs, Bureau of Justice Assistance for the "Expanding Evidence-Based Substance Use Treatment and Aftercare Services" project and approve Bluebonnet Trails Community Services for data collection and grant reporting.

34. Discuss, consider, and take appropriate action on naming and referring to the new Williamson County building located at 9500 N. Lake Creek Blvd. as the Wilco Outpost.

35. Discuss, consider and take appropriate action on a policy exception to allow for the salary of the newly-hired Clerk II position with Constable Pct. 1 to exceed 15% above the minimum.

36. Discuss, consider, and take appropriate action on approving a 2019 Road Bond Transfer to move $600,000 from P399 (2019 Road Bond Non-Departmental) to P390 CR 401/CR 404 Improvements.

37. Discuss, consider and take appropriate action to approve the projects and budgets for the 2025 Capital Improvement Program, as well as the 2015 Certificate of Obligation, 2013 Park Bond, 2019 Park Bond, Long Range Transportation, and ARPA Interest.

38. Discuss, consider and take appropriate action on authorizing the execution of the Williamson County Flexible Benefits Formal Record of Action, the Williamson County Flexible Benefits Adoption Agreement and approve the Williamson County Flexible Benefits Plan Highlights, the Williamson County Flexible Benefits Plan Summary Plan Description.

39. Discuss, consider, and take appropriate action on changes to the Employee Policy Manual for FY25.

40. Discuss, consider, and take appropriate action authorizing the Williamson County Judge to execute a Settlement Participation and Release Form and any necessary Orders regarding settlement offers from Kroger in the matter of Texas opioid multi-district litigation for Williamson County in the matter of County of Williamson v. Purdue Pharma, Inc., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.

41. Discuss, consider, and take appropriate action on awarding RFP #23RFP55 Computer-Aided Dispatch (CAD), Mobile Data System (MDS) and Law Enforcement Records Management System (LERMS) software to Intergraph Corporation through its Hexagon Safety, Infrastructure & Geospatial for the project amount of $6,362,550.00 for implementation and first-year maintenance of OnCall Dispatch and Records Implementation, HxGN Connect Cloud Program and HxGN Connect Implementation Services with annual recurring maintenance as follows and authorize execution of the agreement. P604 Public Safety Software Suite.

Annual Recurring Fees
Annual Recurring Maintenance Fee – Year 2 $804,801
Annual Recurring Maintenance Fee – Year 3 $836,993
Annual Recurring Maintenance Fee – Year 4 $870,473
Annual Recurring Maintenance Fee – Year 5 $905,292

42. Discuss, consider and take appropriate action on approving the Addendum with Motorola Solutions for the annual maintenance service contract #202586, in the amount of $701,240.18 as per cooperative contract HCAC #RA05-21 and authorize execution of the document.

43. Discuss, consider and take appropriate action on approval of the Amendment which incorporates the FEMA Addendum for the contract #24RFP30 with 5F Mechanical Group Inc., approved on 4.9.2024.

44. Discuss, consider and take appropriate action on approval of the Amendment which incorporates the FEMA Addendum for the Services Contract #202308, approved on 6.15.2021, with Air Conditioning Innovative Services, Inc. dba Team Services under TIPS Cooperative contract #210205.

45. Receive the December 2024 Construction Summary Report and PowerPoint Presentation.

46. Discuss, consider, and take appropriate action regarding Change Order No. 21 in the amount of $5,462.50 for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: Road Bond.

47. Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $28,962.50 for Project 24IFB57 Ronald Reagan Blvd. Widening (Chaso Constructors) P: 336 Funding Source: Road Bond.

48. Discuss, consider, and take appropriate action on awarding #23RFSQ113 Engineering Services for the Planning of Corridor A3 from SH95 to US 79 to LJA Engineering, Inc., in the maximum amount payable of one-million Five Hundred Thousand Dollars ($1,500,000.00) and authorize execution of the agreement. The funding source is P630.

49. Hold a workshop and discussion related to adding an additional District Court and Statutory Probate Court.

50. Discuss, consider, and take appropriate action on authorizing the County Judge to issue a resolution on behalf of the Williamson County Commissioners Court supporting legislation for the creation of an additional District Court and/or Statutory Probate Court.

51. Discuss, consider and take appropriate action on a presentation and workshop regarding the Williamson County Jail and Justice Center.

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)."

52. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.)
A. Real Estate Owned by Third Parties
Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties.

a) Discuss the acquisition of real property: Bud Stockton Dr.
b) Discuss the acquisition of real property for CR 143.
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
f) Discuss the acquisition of real property for the future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A-2.
j) Discuss the acquisition of right-of-way for Corridor B.
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor H.
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Arterial K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop.
x) Discuss the acquisition of real property for CR 110N.
y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas.
z) Discuss the acquisition of real property for the Long Range Transportation Plan.
aa) Discuss property located at 9500 Lake Creek Parkway, Austin, TX 78717.
bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities.

B. Property or Real Estate owned by Williamson County.
Preliminary discussions relating to the proposed or potential sale or lease of property owned by the County.

a) Discuss country-owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located at 747 County Rd. 138 Hutto, Texas.
d) Discuss Blue Springs Blvd. property.

53. Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087:
Business prospect(s) that may locate or expand within Williamson County.

a) Project Skyfall
b) Project Garden
c) Project School Bus
d) Project Lunch Lady
e) Project Sequoia

54. Discuss pending or contemplated litigation, settlement matters and other confidential attorney-client legal matters (EXECUTIVE SESSION as per Section 551.071, Texas Government Code, "Consultation with Attorney"), including the following:

a. Litigation:

1. Lawsuits and administrative complaints filed, served and/or received following the Williamson County Commissioners Court agenda submittal deadline
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas
3. Civil Action No. 1:21-cv-00074-LY; Scott Phillip Lewis v. Williamson County, Texas; In the United States District Court for the Western District of Texas, Austin Division
4. Civil Action No. 1:22-cv-00254-RP; Rodney A. Hurdsman, #0217082 v. Mike Gleason, et al.; In the United States District Court for the Western District of Texas, Austin Division
5. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
6. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
7. Cause No. 23-1061-C368; Heather Lorenzen v. Williamson County; In the 368th Judicial District Court of Williamson County, Texas
8. Civil Action No. 1:23-cv-01120; Jeremy Story v. Williamson County, Texas, et al.; In the United States District Court for the Western District of Texas, Austin Division
9. Civil Action No. 1:24-cv-00318-DII; Laura Pressley et al. v. Jane Nelson et al.; In the United States District Court for the Western District of Texas, Austin Division
10. Civil Action No. 1:23-cv-00759-RP; Derrick Neal v. Williamson County and Cities Health District, et al.; In the United States District Court for the Western District of Texas, Austin Division
11. Cause No. 23-2566-C480; Williamson County, Texas v. DM Medical Billings, LLC and Dina Mueller; In the 480 th Judicial District Court; Williamson County, Texas
12. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
13. Civil Action No. 1:24-cv-01183; Johnny Joe Tijerina v. Andrew Rodriguez, et al.; in the United States District Court for the Western District of Texas, Austin Division
14. Case Number: 1:24-cv-01166 DII; Tettus J. Davis v. Billy Ray Stubblefield, et al; In the United States District Court, Western District of Texas
15. 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
16. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
17. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas

b. Administrative Complaints:

c. Claims:

1. Legal claim related to Bryan Ross.
2. Claim No. 09252024-560-347 - auto liability claim by Madisyn Grace Thomas for incident occurring on or about 09/25/2024.

d. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
3. Legal matters pertaining to the CJC North Roof Replacement Project and Contract for Construction Between Williamson County, Texas, and Texas Fifth Wall Roofing Systems, Inc.
4. Legal matters relating to James Construction's claims on the SE Loop (East Wilco Hwy) Segment 1 Project.
5. Legal discussions relating to social and political expressions in the workplace.
6. Legal matters and requirements relating to Texas Water Development Board (TWDB)

funding through the Economically Distressed Areas Program (EDAP) and the Clean Water State Revolving Fund (CWSRF).
7. Legal matters and potential litigation relating to non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
8. Legal matters and requirements relating to Purchasing and Contracting Authority of Counties under Texas Local Government Code Chapter 262.
9. Legal matters and statutory authority of Williamson County regarding budgetary amendments by the Board of Directors of the Williamson Central Appraisal District (Tax Code Sec. 6.06) for purposes of appraisal funding.
10. Legal matters pertaining to proposed rules, Chapter 56 in Title 1 of the Texas Administrative Code relating to reporting requirements of District and County Attorneys in counties with a population of 500,000 or more.

55. Discuss and deliberate the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

56. Discuss security assessments or deployments relating to information resources technology; network security information as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. (Executive Session as per Texas Gov't. Code § 551.089).

57. Discuss security assessments or deployments relating to information resources technology; network security information relating to the Williamson County Justice Center and Williamson County Jail, as described by Texas Gov't Code Section 2059.055(b); and/or (3) the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices for such facilities. (Executive Session as per Texas Gov't. Code § 551.089).

REGULAR AGENDA (continued)

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

a. Litigation:

1. Lawsuits and administrative complaints filed, served and/or received following the Williamson County Commissioners Court agenda submittal deadline
2. Cause No. 19-0850-C368; County of Williamson vs. Purdue Pharma, LP et al., In the District Court of Williamson County, Texas/County of Williamson v. Purdue Pharma, L.P., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas
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5. Cause No. 22-1213-C425; Williamson County, Texas v. Ritter Botkin Prime Construction Company, Inc. and Argonaut Insurance Company; In the 425th Judicial District Court of Williamson County, Texas
6. Cause No. 22-1359-C368; Williamson County, Texas v. Ritter, Botkin Prime Construction Company, Inc. and Great American Insurance Company of New York; In the 368th Judicial Court of Williamson County, Texas
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United States District Court for the Western District of Texas, Austin Division
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17. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas

b. Administrative Complaints:

c. Claims:

1. Legal claim related to Bryan Ross.
2. Claim No. 09252024-560-347 - auto liability claim by Madisyn Grace Thomas for incident occurring on or about 09/25/2024.

d. Other:

1. Legal matters relating to U.S. Fish and Wildlife Service's Final Rule Designating Critical Habitat for the Georgetown and Salado Salamanders.
2. Legal matters pertaining to tax exemptions for private apartment developers under 303.042(f) of the Texas Local Government Code.
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7. Legal matters and potential litigation relating to non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
8. Legal matters and requirements relating to Purchasing and Contracting Authority of Counties under Texas Local Government Code Chapter 262.
9. Legal matters and statutory authority of Williamson County regarding budgetary amendments by the Board of Directors of the Williamson Central Appraisal District (Tax Code Sec. 6.06) for purposes of appraisal funding.
10. Legal matters pertaining to proposed rules, Chapter 56 in Title 1 of the Texas Administrative Code relating to reporting requirements of District and County Attorneys in counties with a population of 500,000 or more.

59. Discuss, consider and take appropriate action regarding the employment and duties of the Williamson County Manager (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

60. Comments from Commissioners.

61. 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 13th day of December 2024, at 5:00 PM and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 12/17/2024

Compensation Items

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Consent

Information

Agenda Item

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

Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	12/12/2024 09:12 AM
County Judge Exec Asst.	Delia Colon	12/12/2024 09:21 AM
Form Started By: Kayla Marek		Started On: 12/12/2024 08:08 AM
Final Approval Date: 12/12/2024		

Department	Position	Emp Num	Current Annual Salary	Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Attorney	Legal Assistant II.0031.001100.	17193	$49,661.29	$1,489.84	3.00	$51,151.13	-	MERIT	20-Dec-24
County Clerk Judicial	Deputy County Clerk.0677.001100.	17188	$43,264.00	$1,297.92	3.00	$44,561.92	-	MERIT	20-Dec-24
Justice of the Peace 4	Court Clerk I.1015.001100.	16813	$43,255.06	$1,297.65	3.00	$44,552.71	-	MERIT	20-Dec-24
Purchasing	Sr Contracts Specialist.1701.001100.	17184	$66,119.56	$1,983.54	3.00	$68,103.10	-	MERIT	20-Dec-24
Tax Assessor/Collector	Tax Specialist II.1703.001100.	17172	$39,527.28	$150.20	0.38	$39,677.48	-	MERIT	20-Dec-24
Tax Assessor/Collector	Tax Specialist II.1463.001100.	17181	$39,527.28	$114.63	0.29	$39,641.91	-	MERIT	20-Dec-24

				(TO)	(FROM)	
entity	**fund**	**dept**	**object**	**dr**	**cr**	
01	0100	0475	001100	1,489.84		
01	0100	0475	001130		1,489.84	
01	0100	0404	001100	1,297.92		
01	0100	0404	002010	99.29		
01	0100	0404	002020	208.32		
01	0100	8002	001130		1,297.92	
01	0100	8002	002010		99.29	
01	0100	8002	002020		208.32	
01	0100	0454	001100	1,297.65		
01	0100	0454	001130		1,297.65	
01	0100	0494	001100	1,983.54		
01	0100	0494	001130		1,983.54	
01	0100	0499	001100	264.83		
01	0100	0499	001130		264.83	
01	0100	0570	001105	127,416.72		Approved CC 11/19/24: PCN 0411 & 0419 convert from B chart to C chart
01	0100	0570	001100		127,416.72	Approved CC 11/19/24: PCN 0411 & 0419 convert from B chart to C chart

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
450- District Clerk	0740	17128	$46,829.93	$46,829.93	$50,067.11	$48,658.36	$1,408.75	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 0746 and 0740 to PCN 1800	12/20/2024
450- District Clerk	0746	17103	$44,561.92	$44,561.92	$47,416.64	$44,561.92	$2,854.72	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 0746 and 0740 to PCN 1800	12/20/2024
450- District Clerk	1800	Vacant	N/A	N/A	$45,898.10	$50,161.57	N/A	$4,263.47	Reclass: Title & Grade change: from Deputy District Clerk (B.18) to Lead Issuance Specialist (B.21). Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 0746 and 0740 to PCN 1800	12/20/2024
542-Fire Marshal Spec Ops - Hazmat	1811	17202	$95,000.10	$95,000.10	$110,477.14	$109,043.47	$1,433.67	N/A	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1811 to PCN 2123, 0934	12/20/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
542-Fire Marshal Spec Ops - Fire Marshal Deputy	2123	Vacant	N/A	N/A	$74,531.57	$74,599.32	N/A	$67.75	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1811 to PCN 2123, 0934	12/20/2024
542-Fire Marshal Spec Ops - Deputy Hazmat Chief	0934	Vacant	N/A	N/A	104.028.78	105,394.70	N/A	1365.92	Reallocation of position budget to facilitate hire as allowed by policy. Surplus salary from PCN 1811 to PCN 2123, 0934	12/20/2024
475-County Attorney	0041	17166	$119,813.98	$119,813.98	$125,022.95	$122,962.63	$2,060.32	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0041 to PCN 0038	12/20/2024
475-County Attorney	0038	Vacant	N/A	N/A	$103,334.38	$105,394.70	N/A	$2,060.32	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0041 to PCN 0038	12/20/2024
475-County Attorney	0041	17166	$119,813.98	$119,813.98	$122,962.63	$119,813.98	$3,148.65	N/A	Reallocation of postion budget as allowed by policy. Surplus salary from PCN's 0041, 1971, 0033 to PCN 0040	12/20/2024

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
475-County Attorney	1971	14949	$51,151.15	$51,151.15	$51,651.41	$51,151.15	$500.26	N/A	Reallocation of postion budget as allowed by policy. Surplus salary from PCN's 0041, 1971, 0033 to PCN 0040	12/20/2024
475-County Attorney	0033	16784	$93,616.64	$93,616.64	$95,414.15	$93,647.34	$1,766.81	N/A	Reallocation of postion budget as allowed by policy. Surplus salary from PCN's 0041, 1971, 0033 to PCN 0040	12/20/2024
475-County Attorney	0040	17114	$99,979.10	$105,394.70	$99,978.98	$105,394.70	N/A	$5,415.72	Reallocation of postion budget as allowed by policy. Surplus salary from PCN's 0041, 1971, 0033 to PCN 0040	12/20/2024
475-County Attorney	0033	16784	$93,616.64	$93,616.64	$93,647.34	$93,616.64	$30.70	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN's 0033, 0018, 1908 to PCN 1191	1/3/2025
475-County Attorney	0018	16704	$50,161.57	$50,161.57	$51,151.08	$50,161.57	$989.51	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN's 0033, 0018, 1908 to PCN 1191	1/3/2025

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
475-County Attorney	1908	16939	$98,367.88	$98,367.88	$112,475.70	$111,728.56	$747.14	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN's 0033, 0018, 1908 to PCN 1191	1/3/2025
475-County Attorney	1191	16803	$89,122.54	$90,889.85	$89,122.50	$90,889.85	N/A	$1,767.35	Reallocation of position budget as allowed by policy. Surplus salary from PCN's 0033, 0018, 1908 to PCN 1191	1/3/2025
475-County Attorney	1908	16939	$98,367.88	$98,367.88	$111,728.56	$108,756.88	$2,971.68	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1908 to PCN 2106	1/3/2025
475-County Attorney	2106	17115	$87,918.22	$90,889.85	$87,918.17	$90,889.85	N/A	$2,971.68	Reallocation of position budget as allowed by policy. Surplus salary from PCN 1908 to PCN 2106	1/3/2025

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

Commissioners Court - Regular Session **4.**

Meeting Date: 12/17/2024

Property Tax Collections – November 2024

Submitted For: Larry Gaddes **Submitted By:** Renee Clark, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax collections for the month of November 2024 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

110124-113024 GWI-RFM

110124-113024 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/12/2024 02:12 PM
Form Started By: Renee Clark		Started On: 12/12/2024 10:42 AM
Final Approval Date: 12/12/2024		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
November 30, 2024

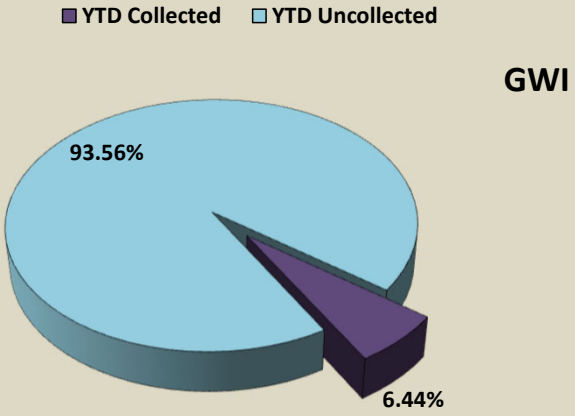
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2024	$459,890,613.70	($236,888.03)	$459,653,725.67	$19,080,593.94	$0.00	$1.03	$430,065,018.51	$29,588,707.16	6.44%	6.44%	6.51%
2023 & Prior	$4,214,726.82	($370,615.01)	$3,844,111.81	($163,003.10)	$29,501.80	$29,836.52	$3,768,860.58	$75,251.23	1.96%	4.20%	
Rollbacks	$811,847.39	$14,416.05	$826,263.44	$22,976.72	$0.00	$0.00	$665,839.59	$160,423.85	19.42%	19.44%	
Total All	$464,917,187.91	($593,086.99)	$464,324,100.92	$18,940,567.56	$29,501.80	$29,837.55	$434,499,718.68	$29,824,382.24	6.42%	6.44%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P & I	YTD Percent Collected w/P & I & Prior Years
2024	$58,537,185.60	($19,190.69)	$58,517,994.91	$2,400,528.73	$0.00	($0.40)	$54,801,055.95	$3,716,938.96	6.35%	6.35%	6.43%
2023 & Prior	$490,413.73	($39,133.12)	$451,280.61	($13,592.21)	$3,821.94	$2,664.59	$433,382.75	$17,897.86	3.97%	6.40%	
Rollbacks	$82,906.04	$1,535.93	$84,441.97	$2,375.12	$0.00	$0.00	$68,023.21	$16,418.76	19.44%	19.47%	
Total All	$59,110,505.37	($56,787.88)	$59,053,717.49	$2,389,311.64	$3,821.94	$2,664.19	$55,302,461.91	$3,751,255.58	6.35%	6.37%	

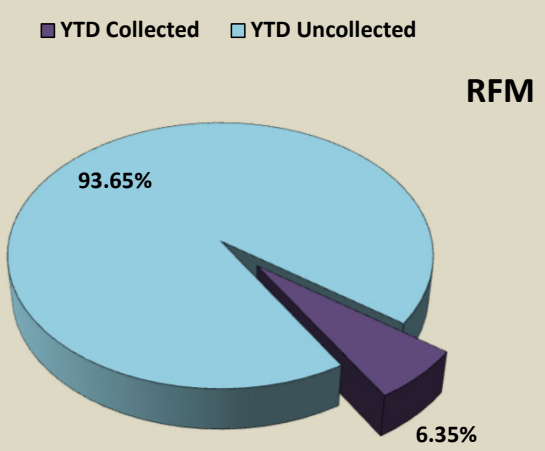
2024 COMBINED MONTHLY BREAKDOWN

Oct-24	$518,427,799.30	$379.67	$518,428,178.97	$11,522,952.32	$0.00	$94.78	$506,603,656.15	$11,824,522.82
Nov-24	$518,428,178.97	($256,458.39)	$518,171,720.58	$21,481,122.67	$0.00	$0.63	$484,866,074.46	$33,305,646.12

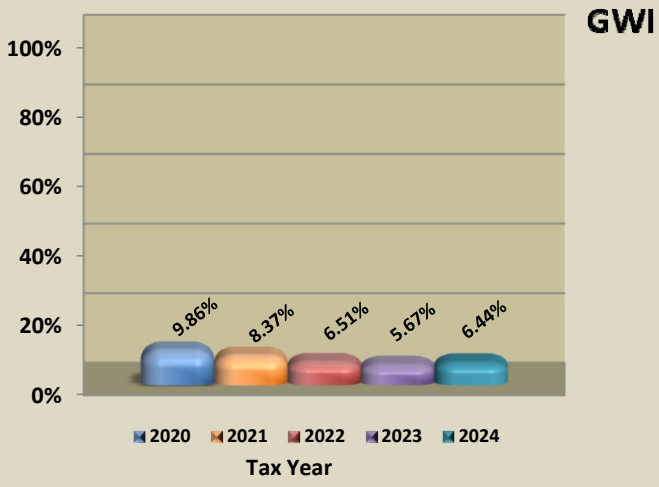
Year to Date Collection Report
Thru November 2024



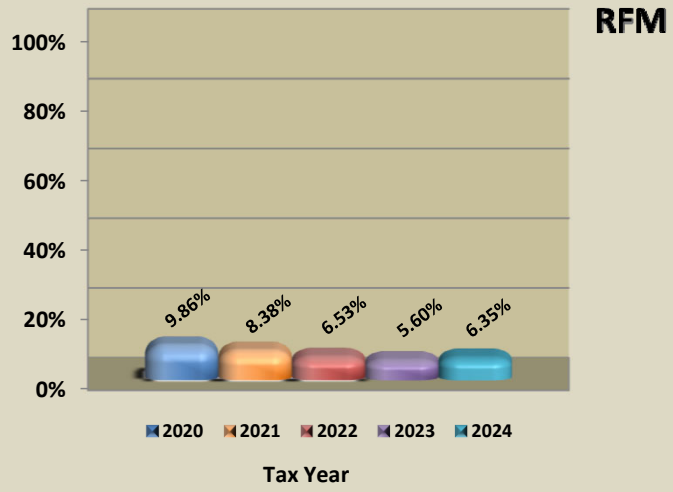
Year to Date Collection Report
Thru November 2024



Percent of Roll Collected Comparison
2020-2024



Percent of Roll Collected Comparison
2020-2024



Commissioners Court - Regular Session **5.**

Meeting Date: 12/17/2024

Tax Collection Agreement

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 the Tax Collection Agreement between Williamson County Municipal Utility District No 39 and the County of Williamson, Texas.

Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Williamson County Municipal Utility District No. 38 require the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tax Collection Agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/12/2024 12:45 PM
County Judge Exec Asst.	Delia Colon	12/13/2024 10:26 AM
Form Started By: Mary Greenway		Started On: 12/12/2024 10:45 AM
Final Approval Date: 12/13/2024		

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

TAX COLLECTION AGREEMENT

WHEREAS the Williamson County Municipal Utility District No. 39 and the County of Williamson, Texas, have the power and authority with reference to the terms of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, to authorize the County of Williamson, Texas, through its duly elected Tax Assessor/Collector to act as the Tax Collector for the above-named Jurisdiction for those properties within Williamson County.

NOW, THEREFORE, for the consideration hereinafter expressed and the mutual condition hereof, it is mutually agreed by and between the Williamson County Municipal Utility District No. 39, a political subdivision duly organized and existing under the laws of the State of Texas, hereinafter referred to as the Jurisdiction, and the County of Williamson, Texas, hereinafter referred to as the County, as follows:

1. A. Under the provisions of TEX. GOV'T. CODE ANN. §§ 791.001 et seq., and TEX. PROP. TAX CODE ANN. §§ 6.21 et seq., as amended, the County, through its Tax Assessor/Collector, shall serve as Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties in Williamson County only in the year this document is executed and subsequent years pursuant to the terms herein provided. The County agrees to perform for the Jurisdiction all necessary duties authorized, and the Jurisdiction does hereby expressly authorize the County, through its Tax Assessor/Collector, to do and perform all acts necessary and proper to collect property taxes which are levied by the Jurisdiction.

B. The Jurisdiction shall be responsible for complying with all the statutory requirements for the annual setting of a tax rate as specified in Chapter 26 of the Texas Property Tax Code and/or Section 49.236 of the Texas Water Code. The County assumes no responsibility for the performance of any of the statutory requirements for setting rates for the Jurisdiction.

C. Any information required to be posted on a website of the Jurisdiction per Chapter 26 of the Property Tax Code shall be the responsibility of the Jurisdiction. The Jurisdiction shall provide the County information as necessary to timely comply with the requirements specified by Chapters 26.16 and 26.17 of the Texas Property Tax Code.

2. A. The County agrees to prepare and mail all tax statements, provide monthly collection reports to the Jurisdiction, prepare tax certificates, develop and maintain both current and delinquent tax rolls for the Jurisdiction, meet the requirements of the Property Tax Code, as amended, and to develop and maintain such other records and forms as are necessary or required by law or state rules and regulations related to the collection of the taxes levied by the Jurisdiction.

The County undertakes and agrees to make available to the Jurisdiction full information about the tax collection operation of the County and to promptly furnish written reports reasonably necessary to keep the Jurisdiction advised of all financial information affecting the Jurisdiction.

B. The Jurisdiction authorizes the County to approve on behalf of the Jurisdiction all refunds pursuant to TEX. PROP. TAX CODE ANN. § 31.11. Refunds may be made from tax collections otherwise due to the Jurisdiction, or, if there are not sufficient current collections to make the refund, the Jurisdiction shall, at the request of the Tax Assessor/Collector, promptly return to the County

sufficient money to pay the refund. The County shall report to the Jurisdiction all refunds made on behalf of the Jurisdiction.

Likewise, in the event that a tax payment is made by check or other medium that is later dishonored, the County shall withhold the dishonored amount previously distributed to the Jurisdiction from tax collection otherwise due to be distributed to the Jurisdiction. If there is not sufficient current collection to amount to the revenue lost due to the dishonored instrument, the Jurisdiction shall promptly refund to the County sufficient sums upon request by the Tax Assessor/Collector.

C. To enable the County to effectively serve all the taxing units which contract with the County for the collection of taxes, **the Jurisdiction must set its annual tax rates not later than the 15th day of September of each year**. In the absence of this requirement being met, the Jurisdiction shall bear all expenses of the County and its agents of expenditures made by such for the purpose of sending the tax statements in a separate notice or billing. By executing this Agreement, the Jurisdiction does accept such provisions and expressly agrees to meet solely any and all expenses that might be incurred as a result of not timely communicating to the County its tax rate via a duly executed order or ordinance, failing to comply with statutory requirements regarding truth-in-taxation, or a successful rollback election and causing the County to not meet its required obligations and duties to all other parties on whose behalf it also collects tax funds.

3. The Jurisdiction hereby agrees and expressly authorizes the County to contract on the Jurisdiction's behalf with private legal counsel for the collection of delinquent property taxes. The Jurisdiction further agrees that such fee, as is allowed by law and provided in the contract with private legal counsel, will be paid from the delinquent taxes, penalty, and interest collected for Jurisdiction by such private legal counsel.

4. For each tax year, the Jurisdiction shall pay to the County for collection services an amount or amounts per each parcel of taxable property, or account, including accounts on personal property, taxable by the Jurisdiction. The number of accounts taxable by the Jurisdiction shall be determined as of the certification of the Jurisdiction's appraisal roll of the year for which payment is due. The amounts to be paid per account shall be as determined by the County's Tax Assessor/Collector annually. The Tax Assessor/Collector shall notify the Jurisdiction of the charge per parcel on or about May 1. If no notice of charges per parcel is given by the Tax Assessor/Collector, charges per parcel for the prior year shall remain effective. The fee shall be payable in a lump sum annually by December 31 and may be withheld by the Tax Assessor/Collector from the distribution otherwise due the Jurisdiction.

5. The County shall cooperate with, and respond to the inquiries of, any independent certified public accountants employed by the Jurisdiction to conduct an annual financial audit of the Jurisdiction as such inquiries are related to the collection of taxes as provided for by this contract.

6. The County agrees to obtain a surety bond for the County's Tax Assessor/Collector to assure proper performance of the tax-collecting function provided in this contract. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

7. The County agrees to make payments of taxes collected into such depositories as are selected by the Jurisdiction. Such payments shall be made every day on which both the County's tax office and Jurisdiction's depository are open for business.

8. This contract shall continue until terminated by the parties. Either party may terminate this contract by giving written notice of its intent to the other party on or before April 1, to be effective the following July 1 of the same calendar year. Upon such a termination, the Jurisdiction shall assume all its tax collection responsibilities for all tax years.

9. If this contract should terminate for any reason, including but not limited to termination because of agreement of both parties and termination by judicial decree, the tax records shall be returned to Jurisdiction.

10. This agreement supersedes any and all agreements and contracts by and between the Jurisdiction and Williamson County relative to the collection of taxes.

11. This contract is to be interpreted under the laws of the State of Texas. Venue for any litigation arising regarding this contract shall lie in Williamson County, Texas.

IN WITNESS WHEREFORE, these presents are executed by the authority of the governing bodies of the respective parties hereto.

Executed _____, 20____.

COUNTY OF WILLIAMSON

_____
Bill Gravell, County Judge
County of Williamson

_____
Larry Gaddes, Tax Assessor/Collector,
County of Williamson

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 39
WILLIAMSON COUNTY
TEXAS

_____
Murali Somarouthu , President
Williamson County Municipal Utility District No. 39

Commissioners Court - Regular Session **6.**

Meeting Date: 12/17/2024

JP1 EOM NOVEMBER 2024

Submitted For: KT Musselman **Submitted By:** Misty Lamb, J.P. Pct. #1

Department: J.P. Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 1, November 2024 Monthly Report in compliance with Code of Crim. Proc. § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JP1 EOM NOVEMBER 2024

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/07/2024 08:52 PM
Form Started By: Misty Lamb		Started On: 12/07/2024 12:30 PM
Final Approval Date: 12/07/2024		

IN COMPLIANCE WITH ARTICLE 103

CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS

COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared KT Musselman, Justice of the Peace, Precinct 1, Williamson County, who, on his oath, stated that the attached report of money collected is true and correct report for the month of November 2024

DETAILED REPORT IS AVAILABLE THROUGH THE AUDITOR'S OFFICE.

KT MUSSELMAN
JUSTICE OF THE PEACE
PRECINCT ONE

On this 6 day of December 2024 to certify which witness my hand and seal of office.

MISTY LAMB
My Notary ID # 126210087
Expires May 5, 2026

NOTARY PUBLIC
In and for the State of Texas

Payment Report - G/L and Fund Summary

Transaction Date: **11/01/2024 - 11/30/2024** Case Categories: **Criminal; Civil**
Locations: **JP1** Payment Type: **Cash Bond Deposit; Counter Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341801 - FEES OF OFFICE, JP PCT-1	L-004-1-01-0100-0000-341801: 01-0100-0000-341801 - FEES OF OFFICE, JP PCT #1	11,961.95
01-0100-0000-341901 - CIVIL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341901: 01-0100-0000-341901 - Fees of Office, Const. PCT #1	24,000.00
01-0100-0000-341911 - CRIMINAL FEES/OFFICE, CONST 1	L-004-1-01-0100-0000-341911: 01-0100-0000-341911 - Fees of Office, Crim. Const PCT #1	354.79
01-0100-0000-342860 -Time Payment Fee County 2.50	L-004-1-01-0100-0000-342860: 01-0100-0000-342860 - Time Payment Fee County 2.50	109.44
01-0100-0000-351301 - FINES, JP PCT-1	L-004-1-01-0100-0000-351301: 01-0100-0000-351301 - FINES, JP PCT #1	8,839.00
01-0100-0000-365103 Language Access Fund	L-004-1-01-0100-0000-365103: Language Access Fund	1,191.00
99-9999-9999-000003 - LOCAL Consolidated CC-Misd C	L-004-1-01-99-9999-9999-000003: 99-9999-9999-000003 - LOCAL Consolidated CC-MISD C	1,084.23
	0100 - General Fund Total:	**47,540.41**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-1-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	85.05
	0365 - Child Safety Fund Total:	**85.05**
0370 - Alternate Dispute Resolution Fund		
01-0370-0000-341170 - Alternate Dispute Resolution Fees	L-004-1-01-0370-0000-341170: 01-0370-0000-341170 - Alternate Dispute Resolution Fees	1,985.00
	0370 - Alternate Dispute Resolution Fund Total:	**1,985.00**
0373 - JP-1 Truancy Program Fund		
01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	L-004-1-01-0373-0000-341917: 01-0373-0000-341917 - JP1 Truant Conduct (HB 2398)	50.00
	0373 - JP-1 Truancy Program Fund Total:	**50.00**
0399 - State Agency Fund		
01-0399-0000-208165 - CCC 01.2020 Fee's Due to State	L-004-1-01-0399-0000-208165: 01-0399-0000-208165 - State Con Court Cost LGC 133.102(a)(3)	4,491.58
01-0399-0000-208181 - State Consolidated Fee	L-004-0399-0000-208181: State Consolidated Fee	798.00
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-1-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	58.51
01-0399-0000-208426 - State Traffic Fine Due To State	L-004-1-01-0399-0000-208426: 01-0399-0000-208426 - State Traffic Fine Due To State	1,999.70
	0399 - State Agency Fund Total:	**7,347.79**
JP BOND		
01-0100-0000-207019 - JP1 Bond Liability Account	L-004-1-02-00002: JP1 Registry Bond Account Liability	550.00
	JP BOND Total:	**550.00**
	Fee Totals for All Funds:	**57,558.25**

Payment Report - Fee Code Summary

Transaction Date: **11/01/2024 - 11/30/2024** Case Categories: **Criminal; Civil**
Locations: **JP1**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
2020AFC1	Arrest Fee - Constable 1 CCP 102.011(a)(1), 102.011(e)	17.01	4	0.00	0	0.00	0	17.01	4
2020AFDPS	Arrest Fee - DPS CCP 102.011.(a)(1), 102.011(e)	58.51	13	0.00	0	0.00	0	58.51	13
2020AFSO	Arrest Fee - Sheriff's Office 102.011(a)(1), 102.011(e)	306.70	66	0.00	0	0.00	0	306.70	66
2020CCC	State Cons Court Cost LGC 133.102(a)(3)	4,491.58	79	0.00	0	0.00	0	4,491.58	79
2020CDF	Compliance Dismissal Fine	200.00	20	0.00	0	0.00	0	200.00	20
2020DSCM	Driving Safety Course Mandatory CCP 45. 0511(f)(1)	150.00	15	0.00	0	0.00	0	150.00	15
2020LCCC-C	LOCAL Consolidated Court Cost LGC 134.103(a)	1,084.23	84	0.00	0	0.00	0	1,084.23	84
2020LTF	Local Traffic Fine (TC 542.403)	120.00	44	0.00	0	0.00	0	120.00	44
2020STF	State Traffic Fine (TC 542.4031)	1,999.70	44	0.00	0	0.00	0	1,999.70	44
2020TPF	Time Payment Fee CCP 102.030	109.44	11	0.00	0	0.00	0	109.44	11
2020WFC1	Warrant Fee - Const Pct 1 CCP 102.011(a)(2), 102.011(e)	337.78	8	0.00	0	0.00	0	337.78	8
AB	Abstract	10.00	1	0.00	0	0.00	0	10.00	1
AFACC	Arrest Fee - Austin Community College	5.00	1	0.00	0	0.00	0	5.00	1
CB	Cash Bond	550.00	2	0.00	0	0.00	0	550.00	2
CCOP	Civil Copies	7.00	7	0.00	0	0.00	0	7.00	7
CERT	Certified Copy	10.00	4	0.00	0	0.00	0	10.00	4
CFINE	County Fine	8,539.00	71	0.00	0	0.00	0	8,539.00	71
CONFINE	Contempt Of Court	300.00	3	0.00	0	0.00	0	300.00	3
CONT1	Constable Service Fee Pct #1	20,000.00	197	0.00	0	0.00	0	20,000.00	197
CSSF	Child Safety School Fee (CCP 102.014(c))	85.05	4	0.00	0	0.00	0	85.05	4
DDF	Deferred Disposition Fee	1,073.00	7	0.00	0	0.00	0	1,073.00	7
JURY	Jury Fee	44.00	2	0.00	0	0.00	0	44.00	2
MISCOP	Miscellaneous Copy Fees	6.25	3	0.00	0	0.00	0	6.25	3
SB41CDRF	County Dispute Resolution fund - LGC 135.157	1,985.00	397	0.00	0	0.00	0	1,985.00	397
SB41JCSF	Justice Court Support Fund	9,925.00	397	0.00	0	0.00	0	9,925.00	397
SB41LAF	Language Access Fund - LGC 135.155	1,191.00	397	0.00	0	0.00	0	1,191.00	397
SB41SCF	State Consolidated Fee	798.00	38	0.00	0	0.00	0	798.00	38
TCC	Truancy Court Cost (HB2398)	50.00	1	0.00	0	0.00	0	50.00	1
TURN	Turnover	5.00	1	0.00	0	0.00	0	5.00	1

Payment Report - Fee Code Summary

Transaction Date: **11/01/2024 - 11/30/2024** Case Categories: **Criminal; Civil**
Locations: **JP1**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	95.00	19	0.00	0	0.00	0	95.00	19
WSF1	Constable #1 - Writ Service Fee	4,000.00	20	0.00	0	0.00	0	4,000.00	20
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		57,558.25	1,961	0.00	0	0.00	0	57,558.25	1,961

Commissioners Court - Regular Session **7.**

Meeting Date: 12/17/2024

Justice of the Peace 3 NOVEMBER 2024 Monthly Report

Submitted For: Evelyn McLean **Submitted By:** Mary Alcala, J.P. Pct. #3

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, November 2024 Monthly Report in compliance with Code of Criminal Procedure § 103.005.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

November 2024 - CCP 103

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/09/2024 04:46 PM
Form Started By: Mary Alcala		Started On: 12/09/2024 09:23 AM
Final Approval Date: 12/09/2024		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of November 2024.

Evelyn McLean

JUSTICE OF THE PEACE PCT. 3 ★ WILLIAMSON COUNTY, TEXAS ★

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 3rd **day of December 2024, to certify which witness my hand and seal of office.**

Mary Alcala

NOTARY PUBLIC
in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
MARY ANN ALCALA
Notary Public, State of Texas
Comm. Expires 04-12-2025
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2024 - 11/30/2024** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	213.58
01-0100-0000-341902 - CIVIL FEES/OFFICE, CONST 2	L-004-3-01-0100-0000-341902: 01-0100-0000-341902 - Fees of Office, Const. PCT #2	200.00
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	11,840.00
	0100 - General Fund Total:	**12,253.58**
	Fee Totals for All Funds:	**12,253.58**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2024 - 11/30/2024** Case Categories: **Civil**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
AB	Abstract	5.00	1	0.00	0	0.00	0	5.00	1
CCOP	Civil Copies	32.50	13	0.00	0	0.00	0	32.50	13
CMAIL	Clerk Service Fee by Certified Mail or Posting	35.08	1	0.00	0	0.00	0	35.08	1
CONT3	Constable Service Fee Pct #3	9,040.00	87	0.00	0	0.00	0	9,040.00	87
JURY	Jury Fee	66.00	3	0.00	0	0.00	0	66.00	3
WEXEC	Writ of Execution	5.00	1	0.00	0	0.00	0	5.00	1
WPOSS	Writ of Possession	70.00	14	0.00	0	0.00	0	70.00	14
WSF2	Constable #2 - Writ Service Fee	200.00	1	0.00	0	0.00	0	200.00	1
WSF3	Constable #3 - Writ Service Fee	2,800.00	14	0.00	0	0.00	0	2,800.00	14
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		12,253.58	135	0.00	0	0.00	0	12,253.58	135

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2024 - 11/30/2024** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207013 - Due to City of Jarrell	L-004-3-01-0100-0000-207013: 01-0100-0000-207013 - Due to City of Jarrell	1.47
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	8,337.54
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	653.66
01-0100-0000-209700 - JP COURTS-REFUNDS	L-004-3-01-0100-0000-209700: 01-0100-0000-209700 - JP COURTS-REFUNDS	0.00
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	30.36
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	6,837.51
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	699.21
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	94,233.55
	0100 - General Fund Total:	**110,793.30**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	123.55
	0361 - JP Security Fund Total:	**123.55**
0365 - Child Safety Fund		
01-0365-0000-341161 - JP CHILD SAFETY FEE	L-004-3-01-0365-0000-341161: 01-0365-0000-341161 - JP CHILD SAFETY FEE	121.30
	0365 - Child Safety Fund Total:	**121.30**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	154.52
	0367 - JP-3 Truancy Program Fund Total:	**154.52**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	123.59
	0372 - Justice Court Technology Fund Total:	**123.59**

Payment Report - G/L and Fund Summary

Transaction Date: **11/01/2024 - 11/30/2024** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	56.54
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	1,184.27
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	118.42
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	177.70
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	235.32
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	1.68
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	311.35
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	59.22
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	199.00
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	460.23
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	3,028.30
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	41.48
	0399 - State Agency Fund Total:	**5,873.51**
JP BOND		
01-0100-0000-207020 - JP3 Bond Liability Account	L-004-3-02-00002: JP3 Registry Bond Account Liability	1,850.00
	JP BOND Total:	**1,850.00**
	Fee Totals for All Funds:	**119,039.77**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **11/01/2024 - 11/30/2024** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFDPS	Arrest Fee - DPS (CCP 102.011)	122.73	33	0.00	0	0.00	0	122.73	33
AFJP	Arrest Fee - Jarrell Police Department (CCP 102.011)	1.47	1	0.00	0	0.00	0	1.47	1
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	30.36	9	0.00	0	0.00	0	30.36	9
CB	Cash Bond	1,850.00	6	0.00	0	0.00	0	1,850.00	6
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	1,184.27	41	0.00	0	0.00	0	1,184.27	41
CFINE	County Fine	94,133.55	783	0.00	0	0.00	0	94,133.55	783
CHS	Courthouse Security Fee (CCP 102.017)	92.69	43	0.00	0	0.00	0	92.69	43
CHSJC	JP Security Fee (CCP 102.017)	30.86	43	0.00	0	0.00	0	30.86	43
COLLFEE	Collection Agency Fee	8,337.54	138	0.00	0	0.00	0	8,337.54	138
COPIES	Certified Copies	5.75	1	0.00	0	0.00	0	5.75	1
COPY	Copies	50.61	15	0.00	0	0.00	0	50.61	15
CRFEEOVER	Criminal Overpayment Fee	0.00	1	0.00	0	0.00	0	0.00	1
CSSF	Child Safety School Fee (CCP 102.014(c))	121.30	5	0.00	0	0.00	0	121.30	5
DDF	Deferred Disposition Fee	6,745.00	45	0.00	0	0.00	0	6,745.00	45
FNTC1	Child Safety Seat Fine Trauma Center	199.00	4	0.00	0	0.00	0	199.00	4
IDF	Indigent Defense Fee (LGC 133.107)	59.22	41	0.00	0	0.00	0	59.22	41
JCTF	Justice Court Technology Fee (CCP 102.0173)	123.59	43	0.00	0	0.00	0	123.59	43
JFR	Jury Reimbursement Fee (CCP 102.0045)	118.42	41	0.00	0	0.00	0	118.42	41
JTP	Juvenile Truancy Program (CCP 102.0174)	154.52	43	0.00	0	0.00	0	154.52	43
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	28.27	39	0.00	0	0.00	0	28.27	39
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	28.27	39	0.00	0	0.00	0	28.27	39
JUSFC	Judicial Support Fund - County (LGC 133.105)	17.79	41	0.00	0	0.00	0	17.79	41
JUSFS	Judicial Support Fund - State (LGC 133.105)	159.91	41	0.00	0	0.00	0	159.91	41
MVF	Moving Violation Fee (CCP 102.022)	1.68	24	0.00	0	0.00	0	1.68	24
OMNI	OMNI Fee	92.06	23	0.00	0	0.00	0	92.06	23
OMNIC	OMNI Fee - County	61.37	23	0.00	0	0.00	0	61.37	23
OMNIS	OMNI Fee - State	306.80	23	0.00	0	0.00	0	306.80	23
SFC3	Service/Arrest Fee - Const. 3	64.92	15	0.00	0	0.00	0	64.92	15
SFMCWV	State Fine - Motor Carrier Weight Violation	3,028.30	16	0.00	0	0.00	0	3,028.30	16

Payment Report - Fee Code Summary

Transaction Date: **11/01/2024 - 11/30/2024** Case Categories: **Criminal**
Locations: **JP3**

Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

Fee Code Summary									
Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
STF	State Traffic Fee (TC 542.4031)	311.35	17	0.00	0	0.00	0	311.35	17
TCCF	Truant Conduct Contempt Fine - Child	100.00	1	0.00	0	0.00	0	100.00	1
TPC	Time Payment Fee - County	15.21	2	0.00	0	0.00	0	15.21	2
TPS	Time Payment Fee - State	26.27	3	0.00	0	0.00	0	26.27	3
TPWF	Texas P&W Fine	653.66	6	0.00	0	0.00	0	653.66	6
UFA	Uniform Traffic Act (TC 542.403)	36.15	19	0.00	0	0.00	0	36.15	19
WARC3	Warrant Fee - Constable Pct. 3	634.29	13	0.00	0	0.00	0	634.29	13
WFDPS	Warrant Fee - DPS	112.59	3	0.00	0	0.00	0	112.59	3
Fee Code Summary Totals		Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
		119,039.77	1,684	0.00	0	0.00	0	119,039.77	1,684

Commissioners Court - Regular Session **8.**

Meeting Date: 12/17/2024

CTRMA Reappointment - Michael Doss

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 the reappointment of Michael Doss to the Central Texas Regional Mobility Authority (CTRMA) Board of Directors for a two-year term beginning February 1, 2025, and ending on January 31, 2027.

Background

Mike Doss is an EVP - Area President for Independent Bank where he has served since 2008, providing leadership and helping spearhead significant growth for the bank in the Austin area. He began his career in banking and finance in 1992. Doss currently serves on the board of the Round Rock Chamber, YMCA of Greater Williamson County board and strategic planning committee, advisory board of RBI Austin, Next Act Arts Foundation, and was a 2018 McBee Fellow for the Austin Area Research Organization (AARO). Further, he has been actively engaged in many community roles including Chairman of the Board of the Round Rock Chamber (2016), co-chair of Round Rock's Economic Development Advisory Committee, Round Rock Planning and Zoning commissioner from 2014-2016, board member Georgetown Chamber of Commerce, and provided leadership in Round Rock ISD Citizens Bond Committees multiple years. Doss is a graduate of both Leadership Round Rock and Leadership Georgetown, and was an executive committee member of the Rotary Club of Georgetown. Doss is a 1992 graduate of the University of Georgia (BBA – Finance) and earned an MBA from Georgia State University in 1998. He and his family have called Round Rock home since 2004.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Becky Pruitt	11/18/2024 03:35 PM
Form Started By: Pierce Kathy		Started On: 11/14/2024 04:10 PM
Final Approval Date: 11/18/2024		

Commissioners Court - Regular Session **9.**

Meeting Date: 12/17/2024

ESD #8 Reappointment of Bobby Bunte

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Bobby Bunte to ESD #8 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

Background

ESD #8 Reappointment of Bobby Bunte.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2024 11:30 AM
Form Started By: Mary Perez		Started On: 12/09/2024 11:07 AM
Final Approval Date: 12/11/2024		

Commissioners Court - Regular Session **10.**

Meeting Date: 12/17/2024

ESD #8 Reappointment of Greg Eady

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Greg Eady to ESD #8 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

Background

ESD #8 Reappointment of Greg Eady.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2024 11:34 AM
Form Started By: Mary Perez		Started On: 12/09/2024 11:13 AM
Final Approval Date: 12/11/2024		

Commissioners Court - Regular Session **11.**

Meeting Date: 12/17/2024

ESD #7 Reappointment of Keith Couch

Submitted By: Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Keith Couch to the ESD #7 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

Background

ESD #7 Reappointment of Keith Couch.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2024 11:44 AM
Form Started By: Mary Perez		Started On: 12/09/2024 11:17 AM
Final Approval Date: 12/11/2024		

Commissioners Court - Regular Session **12.**

Meeting Date: 12/17/2024

ESD #7 Reappointment of Laura Anderson

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Laura Anderson to the ESD #7 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

Background

ESD #7 Reappointment of Laura Anderson

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2024 11:45 AM
Form Started By: Mary Perez		Started On: 12/09/2024 11:20 AM
Final Approval Date: 12/11/2024		

Commissioners Court - Regular Session **13.**

Meeting Date: 12/17/2024

ESD #7 Reappointment of Darrel Warren

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Darrel Warren to the ESD #7 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

Background

ESD #7 Reappointment of Darrel Warren.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2024 11:48 AM
Form Started By: Mary Perez		Started On: 12/09/2024 11:23 AM
Final Approval Date: 12/11/2024		

Commissioners Court - Regular Session **14.**

Meeting Date: 12/17/2024

ESD #9 Reappointment of Mike Garcia

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Mike Garcia to the ESD #9 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

Background

ESD #9 Reappointment of Mike Garcia.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2024 01:46 PM
Form Started By: Mary Perez		Started On: 12/09/2024 11:30 AM
Final Approval Date: 12/11/2024		

Commissioners Court - Regular Session **15.**

Meeting Date: 12/17/2024

ESD #2 Reappointment of Jordan Baltazor

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Jordan Baltazor to the ESD #2 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

Background

ESD #2 Reappointment of Jordan Baltazor.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2024 02:16 PM
Form Started By: Mary Perez		Started On: 12/09/2024 11:33 AM
Final Approval Date: 12/11/2024		

Commissioners Court - Regular Session **16.**

Meeting Date: 12/17/2024

ESD #2 Appointment of Trish Weiner

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on appointing Trish Weiner to the ESD #2 board to replace Thom Nanninga with the term to commence on January 1, 2025, and continue until December 31, 2026.

Background

Trish retired from Apple Inc.after 26 years with responsibilities that included financial reporting & management. Has volunteered to help educate the community about the ESD #2 Ballot item in the Nov. 7th election. She uses her sewing skills to serve several organizations, which include Linus Connection, Meals on Wheels and Williamson County Animal Shelter.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2024 02:25 PM
Form Started By: Mary Perez		Started On: 12/09/2024 11:41 AM
Final Approval Date: 12/11/2024		

Commissioners Court - Regular Session **17.**

Meeting Date: 12/17/2024

ESD #9 Reappointment of David Glenn

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing David Glenn to the ESD #9 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

Background

ESD #9 Reappointment of David Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2024 02:08 PM
Form Started By: Mary Perez		Started On: 12/09/2024 11:32 AM
Final Approval Date: 12/11/2024		

Commissioners Court - Regular Session **18.**

Meeting Date: 12/17/2024

ESD #9 Reappointment of Alan Forster

Submitted For: Valerie Covey **Submitted By:** Mary Perez, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Alan Forster to the ESD #9 board with the term to commence on January 1, 2025, and continue until December 31, 2026.

Background

ESD #9 Reappointment of Alan Forster.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2024 12:05 PM
Form Started By: Mary Perez		Started On: 12/09/2024 11:26 AM
Final Approval Date: 12/11/2024		

Commissioners Court - Regular Session **19.**

Meeting Date: 12/17/2024

Reappoint Board Commissioners to ESD #6

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on reappointing Susie Fontenot, Michael Wright and Mike Keller as Board of Commissioners for ESD #6 on a two-year term through December 31, 2026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2024 03:04 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/11/2024 12:58 PM
Final Approval Date: 12/11/2024		

Commissioners Court - Regular Session **20.**

Meeting Date: 12/17/2024

Reappoint ESD #3 Commissioner Dan Hajl

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on reappointing Dan Hajl as a Board Commissioner for ESD #3 for a new term through December 31, 2026.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2024 03:02 PM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/11/2024 12:38 PM
Final Approval Date: 12/11/2024		

Commissioners Court - Regular Session **21.**

Meeting Date: 12/17/2024

Constable Pct. 1, Deputy Appointment

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action concerning the appointment of Patrick Erickson as Deputy Constable for Precinct 1.

Background

Patrick Erickson has been selected to fill the vacant Deputy (Sergeant) position at Constable Pct. 1 after having completed a background investigation and interview process. Erickson is a Master Peace officer with over 37 years of service, and over 23 years at the Williamson County Sheriff's office. Erickson is a resident of Williamson County.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2024 04:30 PM
Form Started By: Patrick Youngren		Started On: 11/27/2024 08:51 AM
Final Approval Date: 12/02/2024		

Commissioners Court - Regular Session **22.**

Meeting Date: 12/17/2024

ARPA Agreement City of Granger

Submitted By: Jalyn Morris, County Auditor

Department: County Auditor

Agenda Category: Consent

Information

Agenda Item

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

Background

The Commissioners Court approved funding Water and Wastewater related projects on May 24, 2022. These projects are being funded through The American Rescue Plan Act (ARPA) funds. This agreement is an amendment to the subrecipient grant agreement increasing the amount to $1,422,357.00.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

City of Granger ARPA Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/12/2024 08:36 AM
Form Started By: Jalyn Morris		Started On: 12/12/2024 08:00 AM
Final Approval Date: 12/12/2024		

AMENDMENT TO
SUBRECIPIENT AGREEMENT BETWEEN
WILLIANSON COUNTY
AND CITY OF GRANGER
FUNDING FROM:
THE AMERICAN RESCUE PLAN ACT (ARPA)
(A.L.N. 21.027)

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

RECITALS

WHEREAS, the Parties executed that certain agreement entitled Subrecipient Agreement Between Williamson County and City of Granger for Water and Wastewater Improvement Project [FUNDING FROM: The American Rescue Plan Act (ARPA) (A.L.N. 21.027)], which became effective as of October 31, 2023 ("Agreement");

WHEREAS, it has become necessary to amend the Agreement;

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

AGREEMENTS

1. **Article 2 – Payment** of the Agreement shall be amended and supplanted, in its entirety, by the following:

   The COUNTY shall make available an amount of up to **$1,422,357.00 (ONE MILLION FOUR HUNDRED THOUSAND TWENTY-TWO AND THREE HUNDRED FIFTY-SEVEN DOLLARS)** to SUBRECIPIENT from the COUNTY's SLFRF FUNDS to reimburse SUBRECIPIENT for expenses related to eligible uses of SLFRF FUNDS as outlined in the Treasury's Final Rule, reflected in Appendix B, and in accordance with the terms and conditions outlined below:

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

   i. Signed Request for Reimbursement (RFR) form;
   ii. General Ledger (monthly, generated from SUBRECIPIENT's accounting system) coinciding with RFR

iii. Timesheets and Payroll Reports (monthly, generated from SUBRECIPIENT's payroll system) if budget included personnel
iv. Invoices of all other expenditures
v. Proof of payment of all expenditures

2. **Appendix A – Scope of Services** of the Agreement shall be amended and supplanted, in their entirety, by the Appendix A attached hereto, which are being incorporated herein by reference.

3. **Appendix B – Project Budget** of the Agreement shall be amended and supplanted, in their entirety, by the Appendix B attached hereto, which are being incorporated herein by reference.

4. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

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

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

WILLIAMSON COUNTY, TEXAS
(County)

By: _____

Printed Name: _____

Title: As Presiding Officer,
Williamson County
Commissioners Court

Date: _____ ____, 20___

CITY OF GRANGER, TEXAS
(Subrecipient)

By: Monica Stojanik

Printed Name: Monica Stojanik

Title: Mayor

Date: December 12, 2024

APPENDIX A

Scope of Services

Water Line Improvements: A new 12-inch water line will be installed along Walnut Street, Granger, Texas from the elevated storage tank to the east side of SH95 and will connect to an existing 6-inch water line. The 12-inch water line will continue east along Walnut Road to Granger Street, then north on Granger Street to Oak Street, then east on Oak Street and tie into an existing 12-inch water line from the new Granger ISD High School campus. The water line installation will include all fittings, valves, steel encasement pipe, fire hydrants, service connections, and connections to existing water lines.

Wastewater: A new influent lift station will be installed at the Granger wastewater treatment plant site and a new influent wastewater lines will be installed to direct wastewater flows to the new lift station. The new influent lift station will allow future influent lines to be installed at a greater depth, which will eliminate aerial creek crossings. The existing influent line into the wastewater treatment plant is approximately 6-inches deep and requires additional soil to be added to keep the pipe covered. The new influent lift station will be designed to facilitate a proposed new wastewater treatment facility that will be constructed at the existing plant site and will be funded through the United States Department of Agriculture (USDA) Rural Development (RuD) fund and is expected to begin design in fall of 2025. The new lift station and collection lines will eliminate the existing shallow influent line and eliminate the aerial creek crossings.


CITY OF GRANGER
12-IN WATER LINE
Legend
Alternate 1
Alternate 2
Base Bid
Ex 12-in
Will-O Bell Assisted Living
Railroad Reservoir
E Plum St
E Oak St
N Gabriel St
N Colorado St
N Alligator St
N Wilson St
N Wilson
E Pecan
Judea Baptist Church
Granger St
Rio Grande St
N Walker
Granger Grocery
Lion Stadium
Granger High School
E Walnut
Walnut
Ash St
E Ash
Granger Farm Products
Granger Softball Field
N Walker
Granger St
Peachtree
E Broadway St
Colorado
N Alligator St
Google Earth
1000 ft
N


CITY OF GRANGER
WASTEWATER IMPROVEMENTS
Legend
Lift Station
School WWL
WWL
Softball Field
N Alligator St
971
E Davila St
Texas Fishing & Marine
Lift Station
Colorado
Bird St
Stark St
E Grand St
Wild Hair Salon
Google Earth
N
700 ft

APPENDIX B

Program or Project Budget/Allowable Expenses

5M Associates

CITY OF GRANGER

2024 12-INCH WATER LINE IMPROVEMENTS

OPINION OF PROBABLE CONSTRUCTION COSTS

Item Number	Description	Unit	Est. Qty	Unit Cost	Total Cost
	12-INCH WATER LINE - ALTERNTE 2 (N GRANGER / EAST OAK)*				
1	MOBILIZATION	LS	1	$ 41,000.00	$ 41,000.00
2	ROW PREP AND EROSION CONTROL	LS	1	$ 16,000.00	$ 16,000.00
3	2" PVC SCH 80	LF	65	$ 40.00	$ 2,600.00
4	3" PVC SCH 80	LF	15	$ 58.00	$ 870.00
5	12" PVC C900 DR 18	LF	2,350	$ 165.00	$ 387,750.00
6	12" MJ GATE VALVE	EA	13	$ 7,000.00	$ 91,000.00
7	12" MJ TEE	EA	8	$ 1,600.00	$ 12,800.00
8	12" MJ 45° BEND	EA	12	$ 988.00	$ 11,856.00
9	12" MJ 22.5° BEND	EA	2	$ 945.00	$ 1,890.00
10	12" MJ 11.25° BEND	EA	2	$ 900.00	$ 1,800.00
11	12" x4" MJ REDUCER	EA	2	$ 745.00	$ 1,490.00
12	12" x 6" MJ REDUCER	EA	1	$ 625.00	$ 625.00
13	12" x 8" MJ REDUCER	EA	5	$ 670.00	$ 3,350.00
14	12" MJ CAP	EA	1	$ 475.00	$ 475.00
15	CONNECT TO 2" WATER LINE	EA	5	$ 527.00	$ 2,635.00
16	CONNECT TO 3" WATER LINE	EA	1	$ 745.00	$ 745.00
17	CONNECT TO 6" WATER LINE	EA	1	$ 4,500.00	$ 4,500.00
18	CONNECT TO 8" WATER LINE	EA	1	$ 4,700.00	$ 4,700.00
19	ABANDON 1" WATER LINE	EA	2	$ 1,400.00	$ 2,800.00
20	ABANDON 2" WATER LINE	EA	3	$ 1,400.00	$ 4,200.00
21	ABANDON 3" WATER LINE	EA	1	$ 1,400.00	$ 1,400.00
22	ABANDON 6" WATER LINE	EA	3	$ 1,400.00	$ 4,200.00
23	ABANDON 8" WATER LINE	EA	1	$ 4,000.00	$ 4,000.00
24	CONCRETE ENCASEMENT	LF	100	$ 83.00	$ 8,300.00
25	RECONNECT WATER SERVICE	EA	3	$ 530.00	$ 1,590.00
26	EXTEND WATER SERVICE	EA	15	$ 1,650.00	$ 24,750.00
27	REPLACE ASPHALT ROADWAY	SY	2,450	$ 121.00	$ 296,450.00
28	REPLACE CONCRETE VALLEY	SY	25	$ 270.00	$ 6,750.00
29	REPLACE CONCRETE CURB	LF	70	$ 155.00	$ 10,850.00
30	DISINFECTION AND PRESSURE TESTING	LS	1	$ 6,200.00	$ 6,200.00
31	FINAL GRADING	SY	120	$ 21.00	$ 2,520.00
32	GRANGER ISD FIRE WATCH	LS	1	$ 75,000.00	$ 75,000.00
				ALTERNATE 2 BUDGET:	**$ 1,035,096.00**

* Base Bid and Alternate 1 are being constructed using 2023 CDBG funds and Williamson County ARPA Funds

BASE BID:	$ 584,738.00
ALTERNATE 1 BID:	$ 165,574.00
2023 CDBG WATER FUNDING:	$ 298,925.00
WILLIAMSON COUNTY ARPA FUNDING:	$ 500,000.00

5M Associates

CITY OF GRANGER

2024 WWTP LIFT STATION AND WASTEWATER LINE

OPINION OF PROBABLE CONSTRUCTION COSTS

Item Number	Description	Unit	Est. Qty	Unit Cost	Total Cost
	WASTEWATER LINE				
1	MOBILIZATION	L.S.	1	$ 16,000.00	$ 16,000.00
2	ROW PREP AND EROSION CONTROL	STA.	12	$ 4,000.00	$ 48,000.00
3	12" PVC SDR 26 GRAVITY LINE	L.F.	650	$ 110.00	$ 71,500.00
4	15" PVC SDR 26 GRAVITY LINE	L.F.	1,800	$ 140.00	$ 252,000.00
5	4-FT DIAMETER MANHOLES	EA.	10	$ 7,500.00	$ 75,000.00
6	WASTEWATER SERVICE CONNECTIONS	EA.	5	$ 6,500.00	$ 32,500.00
7	24" STEEL ENCASEMENT PIPE BY BORE	L.F.	130	$ 800.00	$ 104,000.00
8	REMOVE AND REPLACE ASPHALT	S.Y.	230	$ 55.00	$ 12,650.00
9	REMOVE AND REPLACE GRAVEL	S.Y.	350	$ 20.00	$ 7,000.00
10	MISC REPAIRS (MAILBOX, FENCE, ETC)	L.S.	1	$ 8,000.00	$ 8,000.00
11	TOP SOIL AND HYDROMULCH	S.Y.	1,200	$ 5.00	$ 6,000.00
12	SWPPP	L.S.	1	$ 5,000.00	$ 5,000.00
13	TRENCH SAFETY PLAN	L.S.	1	$ 3,500.00	$ 3,500.00
14	TESTING PER CITY OF GRANGER	L.S.	1	$ 3,500.00	$ 3,500.00
				BASE BUDGET:	$ 644,650.00
				ENGINEERING/SURVEYING:	$ 56,200.00
				2021 CDBG WASTEWATER FUNDING:	$ 344,050.00
				BALANCE REMAINING:	**$ 356,800.00**
	WWTP LIFT STATION				
1	MOBILIZATION	L.S.	1	$ 24,000.00	$ 24,000.00
2	ROW PREP AND EROSION CONTROL	LS	1	$ 25,000.00	$ 25,000.00
3	ACCESS DRIVE (GRAVEL)	SY	150	$ 25.00	$ 3,750.00
4	18" PVC SDR 26 GRAVITY LINE	L.F.	50	$ 140.00	$ 7,000.00
5	CONCRETE WET WELL (10-FT X 10-FT X 30-FT)	LS	1	$ 465,000.00	$ 465,000.00
6	WET WELL PUMP RAILS	EA.	6	$ 6,500.00	$ 39,000.00
7	PUMPS	EA.	2	$ 56,000.00	$ 112,000.00
8	PUMP CONTROLS	LS	1	$ 58,000.00	$ 58,000.00
9	ELECTRICAL SERVICE	L.S.	1	$ 32,000.00	$ 32,000.00
10	SECURITY FENCE AND GATE	LS	1	$ 18,500.00	$ 18,500.00
11	SWPPP	L.S.	1	$ 5,000.00	$ 5,000.00
12	TRENCH SAFETY PLAN	L.S.	1	$ 3,500.00	$ 3,500.00
13	TESTING PER CITY OF GRANGER	L.S.	1	$ 3,500.00	$ 3,500.00
				BASE BUDGET:	$ 796,250.00
				ENGINEERING/SURVEYING:	$ 148,700.00
				2017 CDBG LIFT STATION FUNDING:	$ 294,350.00
				BALANCE REMAINING:	**$ 650,600.00**

Commissioners Court - Regular Session **23.**

Meeting Date: 12/17/2024

Williamson County Exposition Center License and Use Agreement - Texas State Technical College

Submitted For: Russell Fishbeck **Submitted By:** Russell Fishbeck, Parks

Department: Parks

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an addendum to the Williamson County Exposition Center License & Use Agreement between Williamson County and Texas State Technical College relating to use of the Williamson County Exposition Center.

Background

This addendum is necessary due to Texas State Technical College being an agency of the State of Texas and its inability to agree to various provisions of the County's Exposition Center License & Use Agreement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

License & Use Agreement - TSTC

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/09/2024 04:48 PM
Form Started By: Russell Fishbeck		Started On: 12/09/2024 01:39 PM
Final Approval Date: 12/09/2024		

Williamson County Exposition Center
License & Use Agreement

THIS WILLIAMSON COUNTY EXPOSITION CENTER LICENSE & USE AGREEMENT ("Agreement") is made and entered into by and between Williamson County, Texas, a political subdivision of this State of Texas, ("Licensor" or "Williamson County"), acting by and through its duly authorized Williamson County Exposition Center General Manager ("Expo Center Manager"), and the undersigned individual or entity ("Licensee") relating to the license and use of the Williamson County Exposition Center ("Expo Center").

1. LICENSE: In exchange for the Security Deposit, License & Use Fees and other fees described in Paragraphs 3 and 4, Williamson County does hereby grant, subject to the terms and provisions hereof, to Licensee permission to use the areas of the Expo Center Premises specified in **Exhibit "A"** (collectively referred to as the "Licensed Facilities") for the purpose of holding the event set out and described in said exhibit ("Event"). **Exhibit "A"** is incorporated herein by reference as if copied in full. Licensee's use is restricted to the herein identified and named Licensed Facilities, including the use of the parking area adjacent to the reserved Licensed Facilities, and any avenues of ingress and egress to the Licensed Facilities and such parking areas.

2. TERM OF LICENSE: The term of the license, occupancy and use granted by this Agreement shall be for the Licensed Facilities on the dates and times set forth in **Exhibit "A."**

3. FEES AND PAYMENT:

   LICENSE & USE FEES; OTHER FEES AND COSTS: Licensee hereby covenants and agrees to pay Williamson County the License & Use Fees set out in **Exhibit "A"** for the use of the Licensed Facilities. In addition to the License & Use Fees and any damages that Licensee may become obligated to pay hereunder, if any, Licensee also hereby covenants and agrees to pay the Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees used, acquired and incurred during Licensee's Event. The fee amounts for the Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees are set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**, which is attached hereto and incorporated herein by reference.

ACCEPTABLE FORMS OF PAYMENT - Williamson County accepts payment by Cash, Check, Discover, Visa, and MasterCard only. Any checks returned for any reason will be subject to the fees set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**, as well as be referred to the Williamson County Attorney's Office for prosecution and collection.

PLACE FOR PAYMENT: Licensee shall pay all fees and amounts due hereunder at the Expo Center office located at 5350 Bill Pickett Trail Taylor, TX 76574.

PAYMENT TERMS: All fees and any damages that Licensee is obligated to pay hereunder shall be paid in accordance with the payment terms set out in **Exhibit "A."**

UNTIMELY OR INSUFFICIENT PAYMENT. If Licensee fails to timely pay any amounts due under this Agreement, all amounts not paid shall bear interest at the highest rate allowed under applicable law. Time is of the essence for the payment of all amounts hereunder. **Licensee hereby acknowledges that strict compliance with payment due dates is required and that there is no grace period pertaining to such payments.** Any waiver of late charges or failure to collect late charges under this paragraph will not affect or diminish any other right or remedy Williamson County may exercise, at law or in equity, for Licensee's failure to timely pay. Furthermore, Williamson County may deny Licensee from any future use of the Expo Center Premises due to a failure to timely pay.

4. SECURITY DEPOSIT: The Expo Center may require Licensee to deposit with the Expo Center, as a Security Deposit for the Licensed Facilities, the Security Deposit set out in **Exhibit "A"**, the disposition of which shall be governed by the terms of this Agreement. The full execution of this Agreement and payment of the Security Deposit, if required, reserves the Licensee's Event date(s) and public or private promotion for the Event may take place thereafter. The Security Deposit may be applied to any fees, costs, damages or other amounts that Licensee may become obligated to pay hereunder. If no damages are incurred, clean-up is satisfactorily completed and no other fees, costs, or other amounts are owing by Licensee following Licensee's Event and move-out, the Security Deposit may be refunded approximately forty-five (45) business days after the Event.

5. MANAGEMENT AND CONTROL OF FACILITY: Williamson County retains control and management of all areas of the Expo Center, which includes the Expo Center's Parking Lot, Main Arena, Covered Warm-up Arena, Show Office, Ticket Office, Outdoor Arena, Indoor Exposition Hall (North), Indoor Exposition Hall (South),

Outdoor Covered Exposition Hall, Meeting Room, Conference Room, Catering/Warming Kitchen, RV Park, Restrooms and Concessions Buildings, Pavilion, and Tarmac (collectively the "Expo Center Premises") at all times and shall have the right at all times to enforce all terms and conditions described herein and shall have the right to eject any or all persons who fail or refuse to comply with such terms and conditions. Expo Center employees are responsible for management and maintenance of the Expo Center Premises and shall have the right to access the Licensed Facilities at any time during any event.

6. HOURS OF OPERATION: The Expo Center's hours of operation are as follows:

   Expo Center Office Hours: Monday-Friday 8 am - 5 pm

   Event Hours: Monday-Sunday between the hours of 6am - 12am

   NOTE: The above hours of operation may be affected by holidays observed by Williamon County and may be subject to change.

7. AFTER HOURS ACCESS; NIGHT WATCHMAN: At least fourteen (14) calendar days in advance of the Licensee's move-in date, Licensee must notify Expo Center Management of any need for access to the Licensed Facilities between the hours of 10:00 p.m. to 6:00 a.m. A night watchman is required from 10:00 p.m. to 6:00 a.m. each night during which horses or other animals are stalled or kept on the Expo Center Premises. The Expo Center Management will provide a list of approved night watchman providers that Licensee shall be responsible to contract with directly. Night watchman security personnel must be contracted independently at least seven (7) calendar days in advance of the Licensee's Event move-in date and written confirmation of such contracting must be provided to Expo Center Management.

8. SECURITY: Uniformed peace officer(s), commissioned in the State of Texas, are required at all events having alcohol; any event having over 500 guests; and/or at the discretion of the Expo Center Management. Officers must be contracted independently by Licensee at least seven (7) calendar days in advance of the Licensee's Event move-in date and written confirmation of such contracting must be provided to Expo Center Management. Officers must be paid individually and directly by Licensee.

9. EVENT STAFFING: Licensee shall provide all ushers, announcers, ticket takers, clean-up crews and other personnel necessary to conduct the Licensee's activities and obligations at the Event. Licensee must have an authorized representative, who has decision-making authority, on the Licensed Facilities at all times during the Event and, if Licensee fails to do so, the Expo Center Manager may suspend the Event until such time that Licensee's provide an on-site authorized representative. Licensee shall provide a list of key Event staffing contacts by name and phone number to Expo Center Management at least seventy-two (72) hours in advance of Licensee's move-in date. An Expo Center employee may, at the Expo Center Management's option, be on-site or on-call while the Licensed Facilities are occupied. This will be determined on an event-by-event basis and finalized during planning meetings.

10. FLOOR/AREA PLANS: Licensee shall submit floor/area plans to Expo Center Management at least fifteen (15) calendar days in advance of Licensee's Event. The plan should include alcohol distribution and consumption areas, decorations, dimensions of all aisles, booths, table, chair locations, parking areas, loading areas, unloading areas, stall diagrams, arena set-up plans, etc. Expo Center Management will work with the Licensee on parking spaces, loading and unloading spaces, specific needs, requirements for fire safety standards and Expo Center Premises requirements. A key/keycard will be provided during event planning meetings between Licensee and Expo Center Management. Lost keys/keycards will result in a lost key/keycard fee as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

11. USE RESTRICTIONS: The following is a non-exhaustive list of reasons that Williamson County may refuse, in its sole discretion, event booking requests:

    (a) the event may cause undue or unusual damage to the Expo Center Premises;
    (b) the event may violate local, state or federal laws, rules or regulations;
    (c) the event may cause liability to Williamson County;
    (d) the event may be obscene pursuant to state and/or federal laws;
    (e) the event may be defamatory to Williamson County;
    (f) the event conflicts with a similar event previously scheduled on the Expo Center Premises (once a License & Use Agreement has been fully signed and the Security Deposit, if required, has been paid in full to Williamson County, Williamson County may, in its sole discretion and without obligation, choose not to schedule a like event on any part of the Expo

Center Premises during the same period of time as that scheduled by the Licensee);

(g) prior violations of any terms and conditions of the License & Use Agreement and/or policies of the Expo Center;

(h) prior disregard for persons or property while using the Expo Center Premises;

(i) prior conduct at the Expo Center Premises which is deemed by Williamson County to be of an inappropriate manner; and/or

(j) Failure to make full payment or timely payment for any and all charges and fees relating to the Expo Center.

12. MOVE-IN/MOVE-OUT: Move-in/move-out days occur Monday-Friday 8am-5pm and each event shall only have one move-in date and one move-out date. The rate for a move-in day is one half of the total License & Use Fees. Additional hours outside of Monday-Friday 8am-5pm on a move-in/move-out day are subject to the hourly fee rate set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**. Move-in/move-out days requested outside of Monday-Friday are subject to a greater rate, as determined by Expo Center Management. Events must end in accordance with their contracted end time. If Licensee fails to move-out prior to 11:59 pm on the move-out date, the Licensee shall pay a minimum hourly Extended Facility Rental fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule.**

13. CANCELATIONS BY LICENSEE: In order to receive a refund of the Security Deposit, if any, and refund of all prepaid fees, if any, less a mandatory $100 cancellation fee, Licensee must provide notice of cancellation, in writing, to the Expo Center Manager at least sixty (60) calendar days before the Licensee's Event. Cancellations notices that are more than thirty (30) calendar days but less than sixty (60) calendar days from the Licensee's Event will result in forfeiture of the entire amount of the Security Deposit, if any; provided, however, all prepaid License & Use Fees and other fees will be refunded. In the event that Licensee's cancellation notice is received less than thirty (30) calendar days from the date of the Licensee's Event, Licensee will also forfeit all of its License & Use Fees and other prepaid fees in addition to forfeiture of the entire amount of the Security Deposit, if any.

14. RESCHEDULING: A rescheduling fee, as set out in **Exhibit "B" – Williamson County Exposition Center Rates Schedule**, shall be applied to events that are rescheduled to a date that is in excess of sixty (60) calendar days from the Licensee's original scheduled event date. Any event that is rescheduled on a date that is within sixty (60)

calendar days of the Licensee's original scheduled event date will be handled as a cancellation and Licensee will be required to pay any applicable cancellation fees hereunder and will need to rebook its event. Any rescheduling will be subject to availability.

15. CANCELLATION BY WILLIAMSON COUNTY: This Agreement may be canceled without liability to Williamson County at any time, under any of the following conditions: (a) if the Licensee is found to have provided false or misleading information, (b) if Williamson County finds that the use or proposed use will be detrimental to the health, safety or morals of Williamson County or to the efficient operation of the Property, (c) if Licensee defaults in its obligations as provided for hereunder; (d) in case any part of the Expo Center shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence, including labor disputes, wars or acts of military authorities, shall render the fulfillment of the Agreement difficult or impossible to perform, (f) if any part of the Expo Center is needed for public necessity or emergency use as determined by Williamson County, (g) the existence of any of the Use Restrictions set out herein, and/or (h) for convenience and without cause upon sixty (60) calendar days written notice to Licensee; provided; however, in the event of Williamson County's termination for convenience and without cause, it is understood and agreed that only the Security Deposit, if any, and any prepaid fees received by Williamson County at the time of termination may be reimbursed to Licensee and that no penalty will be assessed for Williamson County's termination of this Agreement for convenience.

16. INSURANCE REQUIREMENTS: Upon Licensee's execution of this Agreement, Licensee shall provide the Expo Center Manager with a Certificate of Insurance ensuring compliance with the insurance requirements set out herein. Licensee shall carry Commercial General Liability Insurance for all events at the Expo Center in accordance with the following coverage requirements:

    (a) One million dollar ($1,000,000) (combined single limit for bodily injury and property damage) per occurrence with a two million dollar ($2,000,000) aggregate coverage for bodily injury or death, property damage and personal injury.
    (b) Damages to Rented Premises coverage in the minimum amount of $100,000;
    (c) Medical Expenses coverage in the minimum amount of $5,000;
    (d) The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;
    (e) The policy must list the dates of use (including move-in/move-out);
    (f) The policy must name of the Event under description of operations; and

(g) **The policy must name "Williamson County, Texas" as a certificate holder and additional insured.**

All policies of insurance provided by the Licensee must comply with the requirements set forth herein and the laws of the State of Texas. 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.

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

At least seven (7) calendar days prior to Licensee's Event, Licensee shall provide the Expo Center with a copy of a Certificate of Insurance evidencing the insurance requirements hereunder. Williamson County 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 polices. Damages caused by the Licensee and not covered by insurance shall be paid by the Licensee.

17. CLEANING: Areas of the Licensed Facilities must be left in the state and condition that they were found prior to Licensee's Event. General cleaning is the responsibility of the Licensee in all areas of the Licensed Facilities after Licensee's Event. If the Licensee fails to complete clean-up, Licensee's Security Deposit may be forfeited. For larger events and events open to the public, Expo Center Management may require Licensee's use and delivery of a roll off dumpster for the Event. If Licensee's Event causes a need for excessive cleaning, Licensee shall be subject to an excessive clean-up fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

18. FREIGHT: All freight is the responsibility of the Licensee. All freight deliveries require advanced coordination and approval of the Expo Center Management. Uncoordinated delivery of freight may be denied and is subject to return to sender at no expense to the Expo Center. Any freight delivered before an event must have

permission from the Expo Center Management. Any freight left after an event move-out date or time will be assessed a daily fee as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**. Deliveries for event coordinators may be accepted by Expo Center employees with prior approval by Expo Center Management; provided, however, any risk of loss for such deliveries shall remain solely with the Licensee and Williamson County shall not be required to provide any safekeeping or care for such deliveries.

19. SAFETY; FIRST AID: Licensee shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with Licensee's use of the Licensed Facilities. Licensee's safety program shall comply with all applicable federal, state and local laws and regulations. Licensee is encouraged to contract and provide certified first aid personnel during the Licensee's use of the Licensed Facilities. Licensee assumes total responsibility for the qualifications and actions of its first aid personnel. Any accidents or incidents requiring first aid treatment must have a written report and a copy of same must be filed with Expo Center Manager's office by the close of each day that any accidents or incidents occur at Licensee's Event.

20. GLASS CONTAINERS: With the exception of individual beverage glasses confined to the Expo Center Hall rooms only, glass drinking containers are not permitted on any of the Expo Center Premises including its parking lots. No glassware of any kind is allowed in the Expo Center arenas, barns, or parking lots.

21. ALCOHOL TERMS & CONDITIONS: The following terms and conditions shall apply when alcohol is served and/or consumed during Licensee's Event:

    (a) Alcohol may only be provided by an Approved Alcohol Vendor/Concessionaire with adequate liquor liability insurance coverage.
    (b) At least seven (7) calendar days prior to Licensee's Event, the Expo Center shall be provided with a copy of a Certificate of Insurance evidencing the following minimum liquor liability insurance requirements:
        (1) Liquor liability coverage limits of $1MM per occurrence and $2MM in the aggregate or more;
        (2) The policy must be effective during the contracted times as stated in the Agreement, including move-in and move-out dates;
        (3) The policy must list the dates when alcohol will be provided and/or consumed during the Event;
        (4) The policy must name the Event under description of operations; and

(5) **The policy must name "Williamson County, Texas" as a certificate holder and additional insured.**

(c) The Licensee must provide adequate security for any events serving or selling alcohol, as set out herein.

(d) Guests attending events shall never be allowed to bring alcohol into the Event. "Bring your own bottle" is prohibited in all areas of the Expo Center Premises.

(e) The Licensee's Approved Alcohol Vendor/Concessionaire will be charged a separate fee at time of reservation as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

(f) The serving of all alcohol must cease at least thirty (30) minutes prior to the scheduled end of Licensee's Event but may be ceased sooner if deemed necessary.

(g) The Floor/Area Plans required herein must detail the location, time and security plans relating to the sale/distribution and consumption of alcohol. No alcohol may leave the designated areas set forth in the Floor/Area Plans.

(h) No glass containers of alcohol of any kind may be sold or provided.

(i) All Texas Alcoholic Beverage Commission ("TABC") rules must be followed.

(j) If alcohol is to be sold or provided at a ticketed event in any Expo Center Premises, including the Expo Center's Hall, Arena or Covered Expo the following requirements must be met:

(1) Approved Alcohol Vendor/ Concessionaire must obtain a "Texas Alcoholic Beverage Commission Temporary Licenses Permit" (Chapter 72 of the State of Texas Alcoholic Beverage Commission Laws) to provide alcohol sale and service for the Licensed Facilities.

(2) Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described herein.

(3) Approved Alcohol Vendor/ Concessionaire must provide security plan to Expo Center Management for final approval a minimum of thirty (30) calendar days prior to the Event.

(k) If alcohol is to be provided to the general public for free, or otherwise made available on the Expo Center Premises, including the Exposition Center's Exposition Hall, Arena or Covered Expo the following requirements must be met:

(1) Licensee is required to obtain the services of an Approved Alcohol Vendor/ Concessionaire with a current liquor license to provide alcohol sale and service for the Licensed Facilities.
(2) Approved Alcohol Vendor/ Concessionaire must provide certificate of insurance including liquor liability as described herein.
(3) Approved Alcohol Vendor/ Concessionaire and the Licensee must provide security plan to Expo Center Management for final approval a minimum of thirty (30) calendar days prior to the Event.

(l) If the Licensee fails to disclose that alcohol is to be sold, served or otherwise made available at Licensee's Event, the Licensee, participants, spectators and anyone else involved with the Event are subject to removal, citation or arrest at the discretion of the Williamson County Sheriff's Office.

22. VENDORS: For purposes of this License & Use Agreement, a "vendor" is any individual or company that is providing a service or product for sale or distribution on the Expo Center Premises. All vendors must be approved by the Licensee and the Expo Center Management prior to the Event.

23. CONCESSIONS: When the Expo Center has contracted with a year-round Concessionaire, all concessions must be provided exclusively by the approved year-round Concessionaire for the Expo Center. Licensee will have the option of buying out the County's Concessionaire at a negotiated rate based on per guest entries for all entrants over the age of three (3). The concession buyout fee will be added to fees payable to Williamson County under this Agreement. Vendors performing services under the concession buyout will be held responsible for completing and complying with the Expo Center's concession permit process.

24. CATERING: The Expo Center allows catering through a list of Approved Caterers. Approved Caterers shall be charged a surcharge as outlined in the Expo Center's caterer's permit. Cooking on the Expo Center Premises may be allowed only by approval of the Expo Center Manager.

25. FOOD SAFETY: Food vendors that are providing food for the public at Licensee's Event must follow the Expo Center's permitting process, which requires that all food vendors be permitted through the Williamson County & Cities Health District (wcchd.org). When an event involves a temporary food service operation or food demonstration, Licensee shall be responsible for complying with all State Health

Department guidelines and requirements. The Williamson County & Cities Health District can issue a temporary food service certificate for such events.

30. ADVERTISING AND EVENT MARKETING: Licensee shall not hang signs, bunting or other advertising materials anywhere on the Expo Center Premises without prior approval of Expo Center Management. Expo Center employees shall not be responsible for Event promotion, including social media live feeds and other forms of social media content. The Williamson County official logo may not be used on any promotional material without the express written consent of the Williamson County Commissioners Court.

31. FACILITY ALTERATIONS: Licensee may not undertake any plumbing, electrical, telecommunications, carpentry or mechanical work on any of the Expo Center Premises without prior written authorization of Expo Center Management. All alterations must be requested in writing and submitted a minimum of thirty (30) business days prior to the Event.

32. DECORATIONS: The Licensee is responsible for their own safety and the safety of those associated with its Event during the installation, display and removal of all decorations. Decorations causing damage to floors, walls or other structures are not permitted. This includes the use of tape, tacks, nails or staples. Throwing rice, confetti, glitter or flower petals and the use of sparklers or fireworks are prohibited on the Expo Center Premises. All decorations hung from ceilings or that require the use of equipment may only be performed by Expo Center staff and Licensee must deliver such decorations no less than seventy-two (72) hours prior to Licensee's Event with instruction on where to place them. Decorations hung by Expo Center staff are subject to a decoration fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

33. HELIUM BALLOONS: Helium balloons may not be distributed or sold in/on or around the Expo Center Premises. With prior approval of the Expo Center Management, helium balloons may be used as decoration when they are permanently attached to other furniture or a display. If helium balloons are released for any reason in/on or around the Expo Center Premises during Licensee's Event, a charge for the removal of the balloons will be assessed to the Licensee. Helium balloons that escape to the ceiling are subject to an excessive clean-up fee, as set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

34. FLAMMABLE AND HAZARDOUS MATERIALS: Flammable liquids or materials under high pressure are prohibited in, on or around the Expo Center Premises. This includes; but is not limited to gasoline, kerosene and propane.

35. CANDLES AND OPEN FLAMES: Per the International Fire Code Section 308.3, open flames on candles may be used only for a unity candle in religious ceremonies and for enclosed tea light candles on tabletops. Any other open flame will be allowed only at the discretion and written consent of the Fire Marshal having jurisdiction over the Leased Premises and must comply with the International Fire Code Section. There shall be no pyrotechnics inside any areas of the Expo Center Premises.

36. SMOKING AND VAPING: Smoking or vaping may only be conducted in designated areas of the Expo Center Premises.

37. FOG AND SMOKE MACHINES: Use of fog or smoke machines is restricted to only outside areas of the Expo Center Premises and shall not be used inside any enclosed areas of the Expo Center Premises.

38. EXIT DOORS AND FIRE CODE: A 10' clearance on both sides of all Expo Center Premises exit doors, (egress and ingress) with no physical obstruction, must be maintained at all times. No lighted exit sign or accompanying door can be blocked or locked during an event. All discrepancies or issues arising out of Fire Code issues or violations will be decided upon by the Expo Center Management and the Fire Marshal having jurisdiction over the Leased Premises.

39. AUTOMOBILES: Automobiles will not be allowed in the Expo Center Hall without written authorization of the Expo Center Manager at least fourteen (14) calendar days prior to Licensee's Event. All fire regulations must be strictly followed when an automobile is used for display purposes. Protective material must be used to cover the floor area at the display point. Non-emergency vehicles must have the batteries disconnected, keys removed and contain less than one gallon of fuel.

40. HAZARDOUS WASTE: The Licensee agrees that, at all times Licensee is on Williamson County property, not to have in its possession, collect, distribute, dispose, release or otherwise discharge any toxic or hazardous waste as defined by Williamson County and/ or any applicable laws. In the event the Licensee shall be in possession of such hazardous or toxic waste, the Licensee shall immediately notify Expo Center Management and the Texas Commission of Environmental Protection as well as the Federal Environmental Protection Agency and such other governmental agency or

body as may be required by law, relative to such materials. Additionally, Licensee agrees not to dispose of any refuse or empty any fluids on Williamson County property. In the event the Licensee, or its agents, vendors, concessionaires or employees dump grease in the Expo Center Premises' sewer system, or at locations not authorized by Expo Center Management, or shall otherwise violate the provisions of this paragraph, Williamson County will look to the Licensee and shall subject the Licensee to possible fine or penalties, plus any costs incurred by Williamson County. Such fine or penalties shall be imposed by Williamson County for each infraction and Licensee shall be deemed in material breach of this Agreement and subject to immediate termination of this Agreement and removal from the property.

41. ELECTRICAL: Events requiring special electrical supply or arrangements must provide a detailed layout of the electrical needs to the Expo Center Manager thirty (30) calendar days prior to Licensee's Event and an additional electricity charge will be assessed.

42. ANIMALS: Licensee utilizing any of the Expo Center Premises for any activity in which animals are used or exhibited shall fully comply with all applicable government agency statutes, laws, ordinances, rules, regulations, and/or order applicable to the humane care and treatment of animals. Licensee assumes the full responsibility to meet and satisfy all applicable ordinances, laws, rules, regulations, and/or orders as they relate to the needs and rights of those animals which are under the Licensee's care and control. All animals must be penned, stalled and otherwise confined or under the direct control of their owner or handler at all times. Persons keeping animals on the Premises must use every care to assure safety of visitors and other patrons/personnel. Violation of this policy may result in removal of animals from the Expo Center Premises by Williamson County Animal Control.

    Animals that are not being used or exhibited as a part of the Licensee's Event, pets, comfort animals, emotional support animals or other animals that do not qualify as a "Service Animal" as that term is defined by ADA Regulations, 28 C.F.R. § 35.136, and Chapter 121 of the Texas Human Resources Code are not permitted on the Expo Center Premises.

    As required by Texas Animal Health Commission, negative Coggins Test Certificate must be required for all equines brought on the Expo Center Premises. All other animals must comply with state mandated regulations from the Texas Animal Health Commission and the Rabies Control Act.

43. LIVESTOCK BEDDING: There shall be no outside bedding of any kind allowed on the Expo Center Premises without written approval by the Expo Center Manager. All bedding must be purchased from the Expo Center for the purpose of bedding stalls or livestock pens. Licensee agrees that any bedding not purchased from the Expo Center or the cleaning and disposing of materials onto any paved surfaces of the Expo Center Premises will subject the Licensee to forfeiture of the Security Deposit and additional clean up fees as determined by Expo Center Management.

44. GUNS AND GUN SHOW POLICY: Exhibitors displaying firearms at Licensee's Event must comply with all federal, state and local laws governing the possession and/or sale of firearms. Firearms may not be loaded or fired in the interior or exterior of the Expo Center Premises, including parking areas during Licensee's Event. If Licensee's Event is a gun show, non-permitted or non-authorized individuals who obtain a firearm or handgun at the Event must leave the Expo Center Premises immediately upon acquiring such firearm. Firearms exhibited, sold or exchanged at gun show events must have their trigger mechanisms secured with tie wraps or similar devices. Licensees must provide adequate security during gun show events.

45. BARREL RACING EVENTS: All barrel racing events require a minimum of a three consecutive day booking. Williamson County Exposition staff will prepare the arena(s) for the event and maintain the arena(s) during big drags. However, all barrel racing event licensees shall provide their own tractor, arena drag, and tractor operator for the entirety of the race event.

46. INDEMNIFICATION:

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Licensee SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF WILLIAMSON COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND WILLIAMSON 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 LICENSEE, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH OR FROM THE PERFORMANCE OF THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR EXPO CENTER PREMISES. LICENSEE 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, LICENSEE SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF WILLIAMSON COUNTY'S CHOOSING), AND HOLD HARMLESS WILLIAMSON COUNTY, AND WILLIAMSON 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 LICENSEE'S USE OF THE LICENSED FACILITIES AND/OR EXPO CENTER PREMISES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF LICENSEE 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.

47. STATUTORY WARNINGS:

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A FARM ANIMAL PROFESSIONAL OR FARM OWNER OR LESSEE IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN FARM ANIMAL ACTIVITIES, INCLUDING AN EMPLOYEE OR INDEPENDENT CONTRACTOR, RESULTING FROM THE INHERENT RISKS OF FARM ANIMAL ACTIVITIES.

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE), A LIVESTOCK SHOW SPONSOR IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN A LIVESTOCK SHOW RESULTING FROM THE INHERENT RISKS OF LIVESTOCK SHOW ACTIVITIES. STALL AT YOUR OWN RISK.

WILLIAMSON COUNTY IS NOT RESPONSIBLE FOR DAMAGE, THEFT OR INJURY TO ANIMALS, PERSONS OR PROPERTY.

48. INTELLECTUAL PROPERTY: Licensee will assume all costs, expenses and damages arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used at or incorporated in Licensee's Event at the Licensed Facilities and LICENSEE HEREBY AGREES TO INDEMNIFY, DEFEND

AND HOLD WILLIAMSON COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES HARMLESS FROM ANY CLAIMS OR COSTS, INCLUDING LEGAL FEES, WHICH MIGHT ARISE FROM USE OF ANY SUCH MATERIAL. As set out herein-above, the Williamson County logo may not be used on any promotional material without the express written consent of Williamson County Commissioners Court.

49. LIABILITY AND LIMITATIONS OF PARKING: Williamson County shall not be responsible for fire, theft, damage to or loss of vehicles, trailers, other motorized equipment, personal property or articles left parked or situated on Williamson County property. Licensee shall be responsible for requesting designated parking. Individuals who park in any non-designated area do so at their own risk and may be ticketed or towed at their own expense.

50. LIMITATIONS OF LIABILITIES: Notwithstanding anything herein to the contrary, Williamson County will not be liable for any indirect, incidental, special, consequential damages, or damages resulting from the use of the Licensed Facilities or Expo Center Premises, however arising, even if Williamson County has been advised of the possibility of such damages. Licensee hereby agrees that Williamson County's liability for damages arising out of, relating to, or in any way connected with this Agreement will not in any event exceed the amounts received under this Agreement. Licensee is hereby advised and encouraged to procure event cancellation insurance. Williamson County shall not be responsible for any loss resulting from any lack of heat, water or lights due to an act of God or failure of equipment to operate properly through no fault of Williamson County.

51. LOST OR STOLEN ITEMS: Williamson County shall not be responsible, under any circumstances, for property of the Licensee while on the Expo Center Premises. Expo Center Management will accept lost and found articles for distribution during normal business hours. In addition, Expo Center Management is not responsible for any loss of any type of articles, equipment, personal property, exhibits, displays or materials left unattended on the Expo Center Premises. The usage of security personnel when such articles, equipment, personal property, exhibits, displays or materials are left in buildings or on the Expo Center Premises shall be the responsibility of the Licensee. All articles, equipment, personal property, exhibits, displays or materials may be brought into the Licensed Facilities only at move-in date and times designated by this this Agreement. Licensee assumes all responsibility for all articles, equipment, personal property, exhibits, displays or materials, which may be placed in Williamson County's storage before, during, or after Licensee's event.

52. PARKING LOTS AND ROADWAYS: Multiple events may be conducted simultaneously at the Expo Center by different individuals and entities. It is the Licensee's responsibility to coordinate with Expo Center Management on parking area assignments. Fire lanes must be kept open for police, fire, ambulance and other emergency services equipment and apparatus, as well as for Williamson County maintenance workers. Parking lots are subject to availability.

53. RECREATIONAL VEHICLE (RV) PARKING: Any camping or use of RV's during Licensee's Event shall only be allowed in the designated areas for camping and parking. Expo Center Management will work with Licensee to determine location, additional fees and number of RV sites to be allocated for its Event. RV sites will be available for rent by Licensee's Event participants once the License & Use Agreement is fully executed and the Security Deposit, if any, has been paid by Licensee. No overnight horse tie-outs shall be allowed in the RV Park. All RV sites must be paid in full before parking inthe RV Park and site assignments will be determined by the Expo Center staff. There shall be no refunds once a RV reservation has been booked and paid. The RV related fees are set out in **Exhibit "B" - Williamson County Exposition Center Rates Schedule.**

54. RESPONSIBILITY: Licensee accepts full responsibility for the actions of all individuals or groups invited, hired, or participating in the Licensee's Event.

55. CAPACITY: Licensee shall not admit to the Licensed Facilities a larger number of persons than the seating and/or occupancy capacity thereof. The determination of the Expo Center Manager on capacity limits shall be final.

56. WILLIAMSON COUNTY EQUIPMENT: Without prior coordination and consent of Expo Center Management, Licensees shall not operate Williamson County owned motorized equipment. Additionally, Licensee shall not dispose of, in any manner, equipment or materials owned by Williamson County

57. COUNTY PROPERTY: Licensee assumes responsibility for any items borrowed from the Expo Center. This includes public address system equipment, extension cords, scissors, flags, etc. Replacement cost for loss of borrowed items will be retained from the Licensee's Security Deposit.

58. MEDIA RIGHTS: Williamson County reserves the rights and privileges for outgoing television and radio broadcast originating from the Expo Center Premises during the term of this Agreement. Should Williamson County grant Licensee the privilege of

conducting outgoing television and radio broadcast, Williamson County has the right to require advance payment of any estimated cost related to such broadcasts to the Expo Center and may also require payment for said privilege in addition to the other fees Licensee is obligated to pay under this Agreement. The grant of any broadcasting privileges must be in writing and obtained from the Expo Center Manager in advance of the broadcast date.

59. PHOTOS: Expo Center Management may take photos of events held at Expo Center. These photos shall be the property of Williamson County and may be used by Expo Center Management for educational or promotional materials.

60. PHOTOGRAPHY PRODUCTION: If Licensee's use hereunder is for the production of photography (including without limitation by means of motion picture, still or videotape photography), all rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by Licensee and its successors, assigns and licensees. In connection with Licensee's use of the Licensed Facilities and the production of photography, Licensee may refer to an area or any part thereof by any fictitious name and may attribute any fictitious events as occurring on such area. Williamson County irrevocably grants to Licensee and Licensee's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the area of use described herein and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the film, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.

    Licensee hereby acknowledges and agrees that the Licensed Facilities used hereunder shall not be used for the production of any still pictures, motion pictures, videotapes, photographs and sound recordings that would be considered to be obscene pursuant to state and/or federal laws or any use of such area that would be defamatory to Williamson County. In the event Licensee should use the Licensed Facilities described hereunder for such purposes, such use shall be deemed a material breach of this Agreement and Williamson County may avail itself of any remedies allowed at law or in equity.

61. NO SUBLETTING AND ASSIGNMENT: Licensee shall not sublet, sublicense, assign, pledge, or hypothecate this Agreement or any of its rights hereunder, without the prior written consent of Williamson County.

62. GOVERNING LAW & VENUE: Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. Furthermore, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

63. FORCE MAJEURE: In the event that either party should be delayed, prevented or rendered impractical by any of the following events: fire, flood, riot, earthquake, civil commotion, strike, lockout, labor disturbances, explosions, sabotage, accident, war, other casualty, act of God, or any law ordinance, rule of regulation which becomes effective after the date of this Agreement or any other cause beyond the reasonable control of either party, then the respective party shall not be liable to perform.

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

65. 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 Williamson County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Williamson 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.

66. NO WAIVER: The failure or delay of a party to enforce at any time or any period of time any of the provisions of this Agreement shall not constitute a present or future waiver of such provisions nor the right of either party to enforce each and every provision. Furthermore, no term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver

of, a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of or excuse for any other, different or subsequent breach.

67. NOTICE. Any notice to be given hereunder shall be in writing and may be affected by personal delivery, or by registered or certified mail, return receipt requested, addressed to the proper party, at the address set forth on the signature page below.

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

69. GENERAL COMPLIANCE: Licensee agrees to comply with all applicable governmental agencies, ordinances and statutes. Licensee assumes full responsibility for payment of all sales, use, assessments and/or fees in compliance with the requirements of Williamson County and the State of Texas. Licensee must comply with any and all local, state or federal requirements, including but not limited to health and safety regulations and compliance with any applicable city code, state and federal laws. Additionally, Licensee shall comply with all posted rules on the Expo Center Premises and must act in good faith and cooperate with Williamson County.

70. ENTIRETY OF AGREEMENT: This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement.

IF LICENSEE AGREES WITH ALL TERMS OF THIS AGREEMENT, THE LICENSEE MUST SIGN THE AGREEMENT AND RETURN IT AND THE SECURITY DEPOSIT, IF ANY IS REQUIRED, TO THE EXPO CENTER. ONCE RECEIVED, THE AGREEMENT WILL BE SIGNED BY THE EXPO CENTER MANAGER. THIS AGREEMENT SHALL BECOME EFFECTIVE UPON THE DATE OF THE LAST PARTY'S EXECUTION.

WILLIAMSON COUNTY, TEXAS

LICENSOR

By:_____

Printed Name: _____

Title: Williamson County Exposition Center Manager

Date: _____ _____, 20___

LICENSEE

By: Janai Floyd (Dec 5, 2024 16:56 CST)

Printed Name: Janai Floyd

Title: Sr. Director, External Relations

Driver's License #: 34809974

Date: December 5 _____, 20 24

Address for Notices:
Williamson County Exposition Center
Attn: Wiliamson County Exposition Center Manager
5350 Bill Pickett Trail
Taylor, TX 76574

Address for Notices:
Texas State Technical College
Attn: Valeri Smith
Sr, Manager for Operations-Strategic Initiatives
3801 Campus Drive
Waco, TX 76705

Exhibit "A"

Description of Licensee's Event ("Event"):
TSTC Graduation

The term of the license, occupancy and use granted by this Agreement shall be for the Licensed Facilities on the dates and times indicated as follows:

Licensed Facilities	Move-In Date	Move-In Time	Event Time	Move-Out Time
Expo Hall	12/17-18/2024	6:00AM	6:00AM-11:59PM	12/18/24 11:59PM
Meeting Room	12/17-18/2024	6:00 AM	6:00AM-11:59PM	12/18/2024 11:59PM

SECURITY DEPOSIT: Upon complete execution of the Agreement, Licensee shall pay the amount of $ 500.00 PD. 9/19/24 that shall serve as the Licensee's Security Deposit.

LICENSE & USE FEES:

License & Use Fees for Licensed Facilities*: $1,762.50

After Hours Move-In Fee (if applicable): $_____

After Hours Move-Out Fee (if applicable): $_____

*The Move-In Fee is included in the total License & Use Fees.

Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees are set forth in **Exhibit "B" - Williamson County Exposition Center Rates Schedule**.

PAYMENT TERMS:

Following complete execution of the Agreement, the Expo Center will issue a Permit that will contain the License & Use Fees, After Hours Move-In Fee (if applicable) or After Hours Move-Out Fee (if applicable) and a preliminary fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees for Licensee's Event. Licensee acknowledges and agrees that such fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees for Licensee's Event will be based solely on details and information that are provided by Licensee to the Expo Center about its Event and that such fees will only serve as a preliminary estimate.

On or before the seventh (7th) calendar day following the Event, Licensee shall provide the Expo Center with a post-Event accounting of all Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous items used or received during Licensee's Event. Following receipt of Licensee's accounting, the Expo Center will audit the Licensee's accounting and issue an invoice to Licensee for all fees and any damages that shall be due and owning. Licensee hereby agrees to tender payment to the Expo Center for all fees and any damages within fifteen (15) calendar days from the date of invoice.

PREPAYMENT TERMS AND CONDITIONS:

Licensee agrees and acknowledges that Williamson County reserves the right to require Licensee to pay the License & Use Fees, After Hours Move-In Fee (if applicable) or After Hours Move-Out Fee (if applicable) and the amount of the preliminary fee estimate for the estimated Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous Fees prior to Licensee's Event. In such case, on or before the seventh (7th) calendar day following the Event, Licensee shall provide the Expo Center with a post-Event accounting of all Utility Services, Overnight Services, Equipment & Other Services, Concession and Miscellaneous items used or received during Licensee's Event. Following receipt of Licensee's accounting, the Expo Center will audit the Licensee's accounting and either (1) issue an invoice to Licensee for all additional fees over and above the amount of the preliminary fees estimate that were paid in advance of the Event, as well as any damages, that shall be due and owning; or (2) issue a credit for all prepaid fees that were paid in excess of the fees actually incurred during the Event. Licensee hereby agrees to tender payment to the Expo Center for all fees and damages, if any, within fifteen (15) calendar days from the date of invoice.

Exhibit "B"
Williamson Count Exposition Center
Rates Schedule

WILLIAMSON COUNTY EXPO TEXAS

Williamson County Exposition Center
Rate Schedule

Version 2/6/24

Facility	Security Deposit	Notes
Expo Halls, Covered Expo, Arenas, RV Park, Tarmac, East Parking Lot, Pavilion or Complex	$ 500	The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%
Meeting Room, Conference Room, Catering Kitchen	$ 100	The Security Deposit can be refunded after the event or put towards the final invoice, given that there are no damages or cleaning costs. Damages and cleaning costs will be deducted from the deposit. Damages = cost + 20%

License & Use Fees	Fee	Notes
Move In Fee	Variable	Fee is part of total License & Use Fee, but is paid at a rate of one-half (1/2) of the total License & Use Fee
Main Arena & Warm-up Arena	$ 1,000	0-50 stalls per day
Main Arena & Warm-up Arena	$ 600	51-80 stalls per day
Main Arena & Warm-up Arena	$ -	81-200 stalls per day
Main Arena (weekday) - 3 hours **	$ 250	Monday-Thursday 9am-12pm or 1pm-4pm
Main Arena (weekday) - 5 hours **	$ 375	Monday-Thursday 5pm-10pm
Practice Arena (weekday) - hourly rate **	$ 25	Monday-Thursday 9am-12pm or 1pm-4pm
Pavilion	$ 1,000	
Expo Hall North	$ 550	Catering kitchen NOT included
Expo Hall South	$ 550	Catering kitchen NOT included
Expo Hall North & South *	$ 1,000	Catering kitchen included
Covered Expo	$ 500	
Expo Hall North, South and Covered Expo *	$ 1,400	
Ron Morrison Meeting Room (daily rate) ***	$ 175	
Ron Morrison Meeting Room (hourly rate) ***	$ 40	2-hour minium rental
Hagler Conference Room (daily rate) ***	$ 125	
Hagler Conference Room (hourly rate) ***	$ 40	2-hour minium rental
Catering Kitchen	$ 150	
Concession Building East	$ 75	Includes use of appliances
Concession Building West	$ 75	Includes use of appliances
RV Park	$ 1,400	Per night & includes 50 RV sites
Tarmac/South Parking Lot	$ 750	Includes use of electrical/water service pedestals
East Parking Lot	$ 500	
Entire Expo Center Facility	$ 3,500	Excludes RV park
Extended Facility Rental (hourly after midnight)	$ 150	

***Multiple area rental discount**
****Bookings no more than 45 days in advance**
*****Plus staff fee if rental is outside of 8am-5pm**

Guest Services	Fee	Notes
Tables - 8' rectangle*	$ 8	Each, per floorplan placement; each deviation results in an additional $8/table fee
Tables - 6' rectangle*	$ 6	Each, per floorplan placement; each deviation results in an additional $6/table fee
Tables - 6' round or cocktail*	$ 8	Each, per floorplan placement; each deviation results in an additional $8/table fee
Chairs*	$ 1.25	Each, per event
Easels*	$ 15	Each, per event
Podium*	$ 25	Each, per event
Stage*	$ 250	Each, per floorplan placement
Stage (relocation)*	$ 125	Each, per deviation from floorplan placement
Projector & Screen*	$ 50	Each, per event
A-frame Signs*	$ 10	Each, per event
Traffic Cones*	$ 1	Each, per event
Traffic and Pedestrian Barriers*	$ 35	Each, per event
Copier Services	$ 0.50	Each, per page

Items MUST BE purchased through the Williamson County Expo Center

Utility Services	Fee	Notes
Electrical Drops	$ 25	Each, per event
RV Dump Station	$ 10	Drive by dump per vehicle not associated with a reservation

Overnight Services	Fee	Notes
Stalls	$ 30	Each, per day
RV site (Water/Electric) *#	$ 35	Each, per night
RV site (Water/Electric) *#	$ 25	Parks Pass Discount Rate: Each, per night
RV site (Water/Electric/Sewer) *#	$ 40	Each, per night
RV site (Water/Electric/Sewer) *#	$ 30	Parks Pass Discount Rate: Each, per night

RV check-in 8am; check-out 8pm following day - 36-hour stay
#RV site length of stay is limited to 14 consecutive days based on availability. Must vacate property for a minimum of 72 hours.

Equipment & Other Service Fees	Fee	Notes
Roping Equipment	$ 400	Per set-up
Rodeo Equipment	$ 800	Per set-up
Barrel Racing Set-up	$ 200	Per set-up
Panel/Gate Set-up	$ 4	Per panel or gate
Additional Personnel Resources to Support Event (hourly)	$ 25	
Custodial Fee (hourly)	$ 25	
Forklift/Genie Lift with Operator (hourly)	$ 75	
Tractor Drags with Operator (hourly)	$ 100	Applicable when drags are required less than 30 minutes apart
Banners, Signs, Decorations Placement (hourly)	$ 50	
Freight & Material Storage (Daily)	$ 100	
Excessive Clean-up Fee (hourly)	$ 75	
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	$ 10	Per stall between 1-35
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	$ 750	Flat fee if 36+ stalls
Event Layout Change within 7 Business Days of Event (No guarantees that accommodations are possible)	$ 6	Per panel or gate
Reservation Rescheduling Fee Outside of 60 days	$ 100	
Move-In/Move-Out outside of 8am-5pm, M-F (hourly)	$ 75	
Lost Key/Card (each)	$ 50	
Insufficient Funds (NSF)	$ 30	

Concessions & Miscellaneous	Fee	Notes
Parks Pass	$ 50	
Open Arena Ride	$ 25	Per rider
Open Arena Ride	$ 15	Per rider with Parks Pass
Catering Permit	$ -	Refer to Catering Permit Application
Temporary Food Permit (Daily)	$ 50	
Alcohol Vendor Indoor Booth(s)	$ 1,250	
Alcohol Vendor Outdoor Booth(s)	$ 1,750	
Alcohol Vendor Complex Booth(s)	$ 2,250	

Permit

Williamson County Parks
Department HQ
219 Perry Mayfield
Leander, TX, US 78641

PHONE:(512) 943-1920
FAX:(512) 943-1930
EMAIL:parksandexpo@wilco.org

Permit # R7781
Status Approved
Date Sep 16, 2024 1:40 PM

Customer Name Valeri Smith - 14165
Customer Type General Public
Mailing Address 3801 Campus Drive
Waco, TX 76507

Cell Phone Number (254) 867-2038
Email Address vdsmith@tstc.edu

System User Catherine Dodd

Payer Valeri Smith

Rental Fee	$1,762.50
Discounts	$0.00
Subtotal	$1,762.50
Deposits	$500.00
Deposit Discounts	$0.00
Total Permit Fee	$2,262.50
Total Payment	$500.00
Refunds	$0.00
Balance	$1,762.50

TSTC Graduation

2 resource(s) **4** booking(s) **Subtotal: $2,262.50**

Event Notes:
$500 Deposit due upon signing of contract PD 9/19/2024
$500 Move-in rate 8 am-5 pm
$1,000 Expo Hall Fee
$500 Expo Hall Move-In Fee
$87.50 Meeting Room Move-In Fee Move 8am- 5pm
$175 Meeting Room Daily Fee

*The remaining event fees will be added after the completion of the event.

Booking Summary

Expo Hall (Standard)		Center: Expo Center		
START DATE/TIME		END DATE/TIME	ATTENDEE	AMT W/O TAX
Tue, Dec 17, 2024 6:00 AM		**Wed, Dec 18, 2024 11:59 PM**	–	**$1,500.00**
Occurs every 1 day(s) effective 12/17/2024 until 12/18/2024 from 6:00 AM to 11:59 PM.				
Tue, Dec 17, 2024 6:00 AM		Tue, Dec 17, 2024 11:59 PM	1	$500.00
Expo Hall	$500.00 / Day x 1	$500.00		
Wed, Dec 18, 2024 6:00 AM		Wed, Dec 18, 2024 11:59 PM	1	$1,000.00
Expo Hall	$1,000.00 / Day x 1	$1,000.00		
Resource level fees				$500.00
Deposit	$500.00 / Each x 1	$500.00		

Ron Morrison Meeting Room (Standard)		Center: Expo Center		
START DATE/TIME		END DATE/TIME	ATTENDEE	AMT W/O TAX
Tue, Dec 17, 2024 6:00 AM		**Wed, Dec 18, 2024 11:59 PM**	–	**$262.50**

Occurs every 1 day(s) effective 12/17/2024 until 12/18/2024 from 6:00 AM to 11:59 PM.

Tue, Dec 17, 2024 6:00 AM		Tue, Dec 17, 2024 11:59 PM	1	$87.50
Expo Meeting Room - Day	$87.50 / Day x 1	$87.50		
Wed, Dec 18, 2024 6:00 AM		Wed, Dec 18, 2024 11:59 PM	1	$175.00
Expo Meeting Room - Day	$175.00 / Day x 1	$175.00		

Deposit

EVENT	RESOURCE	DEPOSIT FEE	CHARGE	TAX	AMOUNT PAID	REFUNDS	BALANCE
TSTC Graduation	Expo Hall	Deposit	$500.00	$0.00	$500.00	$0.00	$0.00

Payment and Refund

RECEIPT #	DATE	FEE DESCRIPTION	EVENT	RESOURCE	PAYMENT / REFUND
1027467.002	Sep 19, 2024	Deposit	TSTC Graduation	Expo Hall	$500.00
3015877.002	Oct 3, 2024	Deposit	TSTC Graduation	Expo Hall	$0.00

Payment Schedules

Original Balance: $2,262.50 Current Balance: $1,762.50

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Jan 7, 2025	$2,262.50	$500.00	$0.00	$1,762.50

X: _____

Date: _____

Williamson County Parks Department HQ
Mailing Address: 219 Perry Mayfield, Leander, TX 78641
Phone Number: (512) 943-1920
Fax Number: (512) 943-1930
Email Address: parksandexpo@wilco.org

X: Janai Floyd (Dec 5, 2024 16:56 CST)

Date: 12/05/2024

Valeri Smith
Customer ID: 14165
Cell Phone Number: (254) 867-2038
Email Address: vdsmith@tstc.edu

Texas State Technical College System
System Risk Management

July 14, 2022

To Whom It May Concern:

Texas State Technical College has requested we provide you with information regarding the insurance provisions of Texas State Technical College System.

The Texas State Technical College System provides for Workers' Compensation Insurance pursuant to the Texas Labor Code, and all such benefits are provided in accordance with the provisions of that law.

State-owned vehicles of universities and agencies of the Texas State Technical College System are exempt from compulsory liability insurance requirements of the State of Texas. This exemption appears in Subtitle D Motor Vehicle Safety Responsibility; Chapter 601 Motor Vehicle Safety Responsibility Act; Subchapter A General Provisions; Section 007 Applicability of Chapter to Government Vehicle.

The liability of The Texas State Technical College System for personal injury and property damage is controlled by the Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code, Chapter 101, Section 101.021. The limits of liability are $250,000 for each person, $500,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property. Following this limited exposure, the System as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the aforementioned limits.

The Texas Constitution provides that the State cannot give, lend or pledge the credit of the State to any person, association or corporation, or make any grant of public monies to any person, association or corporation without express authority. Article 3, Sections 50-52, Texas Constitution. Unless the Texas Legislature by resolution permits a suit against the State, the State is not authorized to pay claimants and likewise is unable to indemnify a third party for the expenses associated with defending against such a claimant since such an indemnity would be an unauthorized grant of public monies to the putative indemnitee.

We trust the above information will provide the necessary insurance information needed by your organization. If we can be of any further assistance, please let us know.

Respectfully,

Charlotte Ables
Charlotte Ables (Jul 15, 2022 12:11 CDT)

Charlotte Ables, CTCM, CTCD
Executive Director Risk Management
Governance, Risk, and Compliance

ADDENDUM TO THE WILLIAMSON COUNTY EXPOSITION CENTER LICENSE & USE AGREEMENT

The following terms and conditions are incorporated into and form a part of the Williamson County Exposition Center License & Use Agreement hereinafter referred to as the "Agreement", between Williamson County, Texas (hereinafter referred to as "Contractor") and **Texas State Technical College** (hereinafter referred to as "TSTC"), to which they are attached for all purposes. Contractor and TSTC may individually be referred to as a "Party" or collectively as "Parties" to the Agreement or this Addendum.

a. Venue; Governing Law. As required by Chapter 135 of the Texas Education Code, McLennan County or Travis County, Texas, will be the proper place of venue for suit on or in respect of the Agreement. The Agreement and all of the rights and obligations of the Parties hereto and all of the terms and conditions hereof will be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, without regard to conflict of law provisions.

b. Limitations. Contractor is aware that there may be constitutional and statutory limitations on the authority of TSTC, as an agency of the State of Texas, to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on TSTC's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; jury waivers; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; insurance requirements; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on TSTC except to the extent authorized by the laws and Constitution of the State of Texas. Contractor further acknowledges that, pursuant to Section 51.9335(h) of the Texas Education Code, a provision required by applicable law to be included in the Agreement is considered to be a part of the executed Agreement without regard to whether the provision appears on the face of the Agreement or whether the Agreement includes any provision to the contrary. Nothing in the Agreement is a waiver by TSTC or the State of Texas of sovereign immunity, or any other immunities, from suit or from liability that TSTC or the State of Texas may have by operation of law.

c. Counterparts. This Addendum, and any future document made subject to the Agreement, may be executed in one or more counterparts and may be electronically transmitted. Each counterpart shall be deemed an original and all of which shall constitute one and the same document.

d. Addendum Controlling. In the event there is a conflict between the terms and conditions of this Addendum and the (1) Agreement or (2) any future quote, proposal, order form, scope of work document, invoice, acknowledgement or similar document governed by or controlling the Agreement, this Addendum will control. This Agreement supersedes the Agreement executed on October 22.2024.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to the Agreement by their duly authorized officers or representatives as of the latest of the below listed dates.

TSTC	**Contractor**
Texas State Technical College	Williamson County, Texas
Janai Floyd (Dec 5, 2024 16:56 CST)	
Authorized Signature	Authorized Signature
Janai Floyd	
Name	Name
Sr. Director of Operations	
Title	Title
12/05/2024	

Contract #5605

Date

Date

Commissioners Court - Regular Session **24.**

Meeting Date: 12/17/2024

Approval of Purchase for BDA/Jail DAS Annual Service Agreement from Motorola Solutions, Inc. for Wireless Communications

Submitted For: Joy Simonton **Submitted By:** Sandra Malcolm, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving purchase #202546 between Williamson County and Motorola Solutions, Inc. for BDA/Jail DAS Service Agreement in the amount of $7,651.50, pursuant to HGAC RA 05-21 cooperative contract and authorize execution of the documents.

Background

The approval of this purchase will benefit Williamson County and the Wireless Communication Department with the Motorola FY25 BDA/Jail DAS Annual Service Agreement through September 2025. A Distributed Antenna System (DAS) is a network of antennas designed to boost and sustain wireless signals throughout a facility where there may otherwise be little or no coverage. Bi-Directional Amplifiers (BDA's) function with a Distributed Antenna System to amplify those wireless signals. This system is currently in place and this agreement continues the service. The funding source is 01.0100.0587.004500 for FY25. Budget, Contract Audit and General Counsel have approved this purchase. Origination #990. The department point of contact is Wendy Coco. Vendor are publicly traded, thus a 1295 form is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum and Service Agreement Motorola BDA/Jail DAS

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/11/2024 04:56 PM
County Judge Exec Asst.	Delia Colon	12/12/2024 08:20 AM
Form Started By: Sandra Malcolm		Started On: 11/25/2024 01:35 PM
Final Approval Date: 12/12/2024		

WILLIAMSON COUNTY
ADDENDUM FOR MOTOROLA SOLUTIONS
SERVICE CONTRACT

[redacted]

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

THIS ADDENDUM FOR MOTOROLA SOLUTIONS SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Motorola Solutions Inc.** (hereinafter "Motorola"), both of which are referred to herein as the parties. The County agrees to engage Motorola as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

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

II.

Texas Laws Applicable to Indemnification: Customer indemnifications or statues of limitations shall be to the extent authorized under Texas law and shall follow law without modifying the County's rights.

III.

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

IV.

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

V.

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

A. This Addendum
B. As described in the attached Quote, which is incorporated herein as if copied in full:
   a. [redacted]
C. Cooperative Agreement (Contract # HGAC RA05-21)

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

VI.

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

VII.

Right to Audit: Motorola agrees that the Customer or its duly authorized representatives shall, until the expiration of two (2) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Motorola which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Motorola agrees that the Customer shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance

with the provisions of this section. The Customer shall give Motorola reasonable advance notice of intended audits.

VII.

Mediation: The parties agree to use mediation for dispute resolution prior to a formal legal action being taken on this Contract.

IX.

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Dated: _____ ____, 20____

MOTOROLA:

Paul Newman
Authorized Signature

Paul Newman
Printed Name

_____
Printed Name

Dated: November 21, 2024

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Dec 11 2024 Time: 11:44 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Dec 09 2024 Time: 1:59 pm

Exhibit "A"
Quote/Proposal

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number :
Contract Number:
Contract Modifier:

Date:01/18/2024

Company Name:	WILLIAMSON COUNTY
Attn:	
Billing Address:	3171 SE INNER LOOP
City, State, Zip:	GEORGETOWN , TX, 78626
Customer Contact:	
Phone:	

Required P.O. :
PO # :184737
Customer # :1035809592
Bill to Tag # :
Contract Start Date :01-Oct-2024
Contract End Date :30-Sep-2025
Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC2007C	ONSITE INFRA RESP-CUSTOM SOW	$2,943.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$412.02
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$4,296.48

	Subtotal - Recurring Services	$637.63	$7,651.50
	Subtotal - One-Time Event Services	$0.00	$0.00
	Total		$7,651.50

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

Contract As Per HGAC RA05-21

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

CUSTOMER (PRINT NAME)

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number :
Contract Number:
Contract Modifier:

Reid Russek csm

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Reid Russek	832-361-1002	11/25/2024
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name :	WILLIAMSON COUNTY
Contract Number :	USC000002959
Contract Modifier :	R01-OCT-2024
Contract Start Date :	01-Oct-2024
Contract End Date :	30-Sep-2025

MOTOROLA SOLUTIONS

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Quote Number :
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Contract Modifier:

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

Commissioners Court - Regular Session **25.**

Meeting Date: 12/17/2024

Award RFSQ #24RFSQ53 Design and Engineering Services Agreement for Jail North Dishwasher Exhaust with Cleary Zimmermann Engineers, LLC for Facilities Management.

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Cleary Zimmermann Engineers, LLC, for Jail North Dishwasher Exhaust, in the amount of Thirteen Thousand Five Hundred Dollars ($13,500.00) and authorize execution of the agreement.

Background

Cleary Zimmermann Engineers, LLC is recommended for award through RFSQ #24RFSQ53 which established a pre-qualified consultant pool to be contracted on an as-needed basis, on 06.18.24 agenda 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 Design Services between Williamson County and Cleary Zimmermann Engineers, LLC, is for the Jail North Dishwasher Exhaust, 306 W. 4th St, Georgetown, TX. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. The funding Source is 01.0100.1008.004100 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA Jail North Exhaust Cleary Zimmermann__Redacted

Form 1295 Cleary Zimmerman Engineers LLC complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/11/2024 11:49 AM
County Judge Exec Asst.	Delia Colon	12/11/2024 02:41 PM
Form Started By: Johnny Grimaldo		Started On: 12/11/2024 10:40 AM
Final Approval Date: 12/11/2024		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Jail North Dishwasher Exhaust** ("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.

R E C I T A L S

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

WHEREAS, County intends to **have A/E provide dishwasher exhaust system design for the Jail North Dishwasher Exhaust 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 **Thirteen Thousand Five Hundred Dollars ($ 13,500)** 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 **One Hundred Thirty-Five Dollars ($ 135)**.

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, Principal
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 amended, all common law copyrights and all other intellectual property rights acknowledged by law in the Project Designs and Work Product developed under this Agreement. Copies may be retained by A/E. A/E shall be liable to County for any loss or damage to any such documents while they are in the possession of or while being worked upon by A/E or anyone connected with A/E, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by A/E without cost to County.

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

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

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

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

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

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

ARTICLE 19
SUBCONTRACTING

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

ARTICLE 20
MODIFICATIONS

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

ARTICLE 21
COMPLIANCE WITH LAWS

21.1 Compliance.

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

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

21.2 Taxes.

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

ARTICLE 22
INDEMNIFICATION

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

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

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

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT A/E'S OBLIGATIONS UNDER THIS **ARTICLE 22**. THE TERMS AND CONDITIONS CONTAINED IN THIS **ARTICLE 22** SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND/OR CONTRACT DOCUMENTS OR THE SUSPENSION OF THE WORK HEREUNDER. TO THE EXTENT THAT ANY LIABILITIES, PENALTIES, DEMANDS, CLAIMS, LAWSUITS, LOSSES, DAMAGES, COSTS AND EXPENSES

ARE CAUSED IN PART BY THE ACTS OF COUNTY OR THIRD PARTIES FOR WHOM A/E IS NOT LEGALLY LIABLE, A/E'S OBLIGATIONS SHALL BE IN PROPORTION TO A/E'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

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

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

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

ARTICLE 24
PROFESSIONAL'S SEAL

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

ARTICLE 25
INSURANCE

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

25.1 Coverage Limits.

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

25.1.1
Worker's Compensation in accordance with statutory requirements.

25.1.2
Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of **$1,000,000** per occurrence and **$2,000,000** in the aggregate.

25.1.3
Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of **$500,000** per occurrence and **$1,000,000** in the aggregate.

25.1.4
Professional Liability Errors and Omissions Insurance in the amount of **$ 1,000,000** per claim.

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

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

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

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

25.6 Certification of Coverage.
A/E shall furnish County with a certification of coverage issued by the insurer. A/E shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, A/E shall also notify County, within twenty-**

four (24) hours of receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage it receives from its insurer.

25.7 No Arbitration.

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

25.8 Subcontractor/ Subconsultant's Insurance.

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

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

25.9 Insurance Policy Endorsements.

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

25.9.1

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

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

25.9.2

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 amended or supplemented by mutual agreement of the parties hereto in writing.

ARTICLE 29
A/E'S ACCOUNTING RECORDS

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

ARTICLE 30
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

30.8 Gender, Number, and Headings.

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

30.9 Construction.

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

30.10 Independent Contractor Relationship.

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

30.11 No Waiver of Immunities.

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

30.12 Texas Public Information Act.

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

30.13 Governing Terms and Conditions.

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

Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix 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 Zimmerman Engineers, LLC

By: _____
Signature

AARON LOVELOCK
Printed Name

PRINCIPAL
Title

Date Signed: 12/04/2024

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:

Williamson County Jail North
306 W 4th St, Georgetown, TX 78626
4100.1008

The Project scope consists of the replacement of an existing dishwasher exhaust system at the Williamson County Jail with the understanding that Williamson County has recently replaced the dishwasher in the kitchen area, and now requires upgrades to the dishwasher exhaust system to prevent condensation leakage that is currently occurring. Incidental modifications to the electrical system to support the HVAC upgrades is included.

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:
  - Exhaust
  - Controls
- Electrical:
  - Power Distribution

Meetings: A/E shall conduct Three (3) meetings (in-person or teleconference). These meetings are intended to coincide with interim design reviews, but may be utilized for review, coordination, budgeting, or any other design phase purpose.

Deliverables: One (1) set of preliminary construction drawings and specifications at 30% and 60% are included; and one (1) set of final sealed construction drawings and specifications upon completion. All deliverables will be in digital PDF format.

Submittals and Supplemental Information: During construction of project, A/E shall review the contractor's material and equipment submittals and provide compliance comments; review and respond to RFI's; and prepare ASI's when necessary.

Site Visits: Three (3) project site visits are included. Upon written request, A/E shall visit the project site to observe construction progress as compared to the contract schedule, and to make a general assessment of performance as compared to the requirements in the construction documents. Findings will be documented in a written Field Report and submitted to the County.

- Visits to observe and assess conditions prior to permanent concealment (burial, concrete placement, wall cavities, hard ceilings) will be coincident to Regular Site Visits; In the event additional, separately scheduled standalone visits are necessary, such visits will be billed in addition to Scope of Basic Services.
- Construction meetings will be coincident to Regular Site Visits; in the event separately scheduled standalone meetings are necessary, such meetings will be billed in addition to Scope of Basic Services.

CONSTRUCTION PHASE	**Basic Services**
CA – Submittals and Supplemental Info.	Included in Design Fee
CA – Regular Site Visits	Three (3) visits included in Design Fee
CA – Substantial Completion Site Visit	Included in Design Fee

SERVICES NOT INCLUDED:

Engineering or documentation for LEED® or other sustainable certification programs	Design changes after final construction documents have been submitted
Design of site utilities beyond a 5-ft extended perimeter around the building footprint	Multiple CD packages such as a preliminary permit set or foundation package
Value engineering or cost-reduction services or re-design following completion of 50% CDs	Engineering and/or economic studies of alternative systems or equipment locations
Services related to environmental remediation	Cost estimating
Life-cycle cost analyses	Engineering responsibility beyond electrical circuiting for third-party lighting designs, including selections, scheduling, building and energy code compliance, and photometrics

Transcribing contractor's field notes into a final CAD or BIM file for the record-drawing purposes

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:		**$**	**13,500**	100%
100%	**Cleary Zimmermann Engineers, LLC**	**$**	**13,500**	
Phase I - SCHEMATIC DESIGN		**$**	**2,130**	16%
	Cleary Zimmermann Engineers, LLC	$	2,130	
Phase II - DESIGN DEVELOPMENT		**$**	**3,375**	25%
	Cleary Zimmermann Engineers, LLC	$	3,375	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**4,725**	35%
	Cleary Zimmermann Engineers, LLC	$	4,725	
Phase IV - REGULATORY REVIEW AND PERMITS		**$**	**415**	3%
	Cleary Zimmermann Engineers, LLC	$	415	
Phase V - BIDDING, AWARD, AND EXECUTION		**$**	**415**	3%
	Cleary Zimmermann Engineers, LLC	$	415	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**2,025**	15%
	Cleary Zimmermann Engineers, LLC	$	2,025	
Phase VII - PROJECT CLOSE-OUT		**$**	**415**	3%
	Cleary Zimmermann Engineers, LLC	$	415	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Seven Hundred Fifty-One (751) 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 estimated target dates. Standard end-of-phase review periods for County shall be (21) calendar days.

Agreement Execution Date	**12/17/24**

Phase I - SCHEMATIC DESIGN

Preliminary Scope and Budget analysis deliverables	01/15/25
30% Plans, Specifications and Estimate deliverables	02/14/25
County written authorization to proceed to next phase	03/07/25

Phase II - DESIGN DEVELOPMENT

60% Plans, Specifications and Estimate deliverables	04/07/25
County written authorization to proceed to next phase	04/28/25

Phase III - CONSTRUCTION DOCUMENTS

Site Development Plans application submittal to City	07/25/25
Complete Plans, Specifications and Estimate deliverables	06/27/25
County written authorization to proceed to next phase	07/18/25

Phase IV - REGULATORY REVIEW AND PERMITS

Sealed Plans and Specifications and Estimate deliverables to County	08/18/25
Plans submittal to TDLR and Permit application submittal to City	08/25/25
Construction Permits received from City	09/24/25

Phase V - BIDDING, AWARD, AND EXECUTION

Permitted Plans and Specifications and Estimate deliverables to County	10/01/25
County advertises project for Bid	10/22/25
Contract Award	11/21/25

Phase VI - CONSTRUCTION ADMINISTRATION

Contractor Notice to Proceed	11/28/25
Construction Substantial Completion	11/09/26

Phase VII - PROJECT CLOSE-OUT

Record Documents deliverables	12/09/26

All services shall be complete on, or before: **01/07/27**

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

Wade Cleary
Signature of Certifying Official

Wade Cleary
Printed Name of Certifying Official

Managing Principal / CEO
Title of Certifying Official

12/3/24
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 Wade Cleary (Signatory Name) the Managing Principal (Signatory Title) of Cleary Zimmermann (Entity Name), on behalf of said firm.

CHRYSTAL PAYNE
Notary Public, State of Texas
Comm. Expires 08-26-2025
Notary ID 10688026

Chrystal Payne
Notary Public in and for the
State of Texas

My commission expires: 08/26/2025

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 pluming walls for restrooms on exterior envelope of buildings
	FIXTURES	Automatic (touch-less): toilets, lavatory fixtures.
	TRAP PRIMERS	Use threaded connection supply-off of inverted "Y" on lavatory tailpipe
	HOSE BIBS	Specify only freeze-proof hose bibs & inimize
		No exterior hosebibs built into building exterior. Use only in-ground quick-connect

WILLIAMSON COUNTY FACILITIES MINIMUM DESIGN SPECIFICATIONS

FIRE PROTECTION		
	FIRE ALARM	Existing Buildings with Simplex - use Simplex products
		New Buildings or Exist Buildings without Simplex - use Silent Night (non propietary 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 manufucturer.
		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

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:
2024-1244753

Date Filed:
12/03/2024

Date Acknowledged:

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

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.
Jail North Dishwasher Exhaust
MEP services to the Jail North Dishwasher Exhaust project

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] 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 3rd day of Dec. (month), 2024 (year).

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2024-1244753

Date Filed:
12/03/2024

Date Acknowledged:
12/05/2024

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

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.

Jail North Dishwasher Exhaust
MEP services to the Jail North Dishwasher Exhaust project

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)

Commissioners Court - Regular Session **26.**

Meeting Date: 12/17/2024

Authorize Issuing RFSQ #25RFSQ4 Program Management Services for Justice Complex Relocation for Facilites Management

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Program Management Services for Justice Complex Relocation, under RFSQ #25RFSQ4. Funding source project TBD.

Background

Pursuant to Chapter 2254 Subchapters A and B and Chapter 2269 Subchapter E of the Texas Government Code, Williamson County (County) is seeking written qualifications from qualified consultants to provide Program Management services for the planning, programming, development, construction and operational transition to a new Jail and Justice Center Complex of buildings. Construction Estimated Budgeted amount: $600,000,000.00, Origination ID# 1306. The funding source is TBD and the point of contact is Dale Butler.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Overview

Scope of Work

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/11/2024 11:41 AM
County Judge Exec Asst.	Delia Colon	12/11/2024 02:34 PM
Form Started By: Johnny Grimaldo		Started On: 12/11/2024 07:36 AM
Final Approval Date: 12/11/2024		

1 – Services Overview for Program Management for Justice Complex Planning & Development

Services Description

Pursuant to Chapter 2254 Subchapters A and B and Chapter 2269 Subchapter E of the Texas Government Code, Williamson County (County) is seeking written qualifications from qualified consultants to provide **Program Management services for the research, planning, programming, development, and operational transition for future growth of the Jail and Justice Center Complex of buildings**.

Scope of Services

County intends to **research, plan, program, develop, and transition operations to a new Jail and Justice Center** over the course of the Agreement.

Substantial Completion

TBD

Estimated Construction Budget

TBD

Term of Services

5 years – with additional 1-year renewals as needed to complete the project

Non-Mandatory Pre-Solicitation Conference*

Thursday, January 9th, 2025 @ 10:00 a.m.
Williamson County Georgetown Annex
100 Wilco Way
Georgetown, TX 78626

*If a virtual option is available, a link will be provided to a Microsoft Teams® Meeting

4 – Scope of Services for Program Management for Justice Complex Planning & Development

Scope of Services

County intends to **research, plan, program, develop, and transition operations to accommodate current and future growth of the Jail and Justice Center** over the course of the Agreement.

Work-effort is anticipated to be up to full-time utilization of Associate or Senior level staff.

The Successful Respondent must be a team of skilled professionals that will be render professional services pursuant to the Agreement and must use professional judgment and expertise to accomplish the details of the services required by County. The Successful Respondent shall be considered an independent contractor, and nothing in the Agreement shall be deemed to create or imply an agency or employment relationship between the Successful Respondent and County. The Successful Respondent shall have no right or authority to commit or obligate County in any way to any third party or parties unless specifically authorized to do so by the Williamson County Commissioners Court. Further, the Successful Respondent will not be entitled to any benefits generally provided by County to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth herein.

County does not have surplus office space or staff support equipment such as computers or vehicles to provide to the Successful Respondent; therefore, most of the work will need to occur in the Successful Respondent's office utilizing the Successful Respondent's own resources and generally working independently while providing services to the Facilities Management Department of the County.

Program Management Specifics

Successful Respondent responsibilities include any or all of the following, but not limed to:

- Compile existing and new research, calculations, maps and other data for decision-making purposes
- Develop cost benefit analysis for various location, operational, design, financing and third-party partnership options
- Assist in planning for property divestments and temporary staffing locations during transition period
- Support County leadership and staff efforts for community outreach and input
- Coordinate design, construction and commissioning teams
- Facilitate change management to modernized operational best practices
- Coordinate warranty period issues
- Assist in developing ten-year (10) year CIP plan for future phasing

Commissioners Court - Regular Session **27.**

Meeting Date: 12/17/2024

Approval of County Addendum for OpenRoads Designer Subscription with Bentley System Inc. for Road and Bridge Department

Submitted For: Joy Simonton **Submitted By:** Fernando Ramirez, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Addendum agreement under contract #202528 with Bentley Systems Inc for OpenRoads Designer Select Subscription in the amount of $19,452.00 exempting this from the standard Williamson County Terms and Conditions, and authorizing execution of the agreement.

Background

Funding source is 01.0200.0210.004505 and Department point of contact is Jenifer Favreau. This vendor is publicly traded, therefore a Form 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement

Bentley Quote

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/12/2024 10:55 AM
County Judge Exec Asst.	Delia Colon	12/12/2024 02:10 PM
Form Started By: Fernando Ramirez		Started On: 12/11/2024 12:48 PM
Final Approval Date: 12/12/2024		

COUNTY ADDENDUM FOR BENTLEY SYSTEMS, INCORPORATED

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 BENTLEY SYSTEMS, INCORPORATED (hereinafter, "Addendum") is made and entered into by and between **Williamson County, Texas** (hereinafter "County" or "Subscriber), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Bentley Systems, Incorporated** (hereinafter "Service Provider" or "Bentley"), both of which are referred to herein as the parties. Subject to the changes herein, the Parties have accepted the Service Provider Agreement referenced in Section I.A below ("Agreement"), and the following changes shall be incorporated as if part of the Agreement:

I.

Incorporated Documents: The Agreement, as modified by this Addendum, constitutes the entire agreement between the parties with respect to the subject matter of each Offering Document referencing such modified Agreement and may not be modified or amended other than by a written instrument executed by both parties. Offering Documents are agreed to in accordance with the terms of the SELECT Agreement. Documents expressly incorporated include the following:

A. Bentley's SELECT Program Agreement at https://www.bentley.com/legal/select-program-agreement/ (the "SELECT Agreement"); and
B. This Addendum.

II.

Prompt Payment Act: Payment for goods and services shall be governed by the SELECT Agreement. Section 8.7, Severability, of the General Terms of the SELECT Agreement shall apply to the extent of conflicts between the SELECT Agreement and Chapter 2251 of the Texas Government Code. Notwithstanding Section 2251.021 of such Code (which provides that 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), given the nature of the services to be provided under this Agreement, payment due dates shall be in accordance with the terms of the SELECT Agreement, including payment in advance where required by such terms, consistent with applicable published guidelines of the State of Texas Comptroller. 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 as of September 1, 2024 is 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 represents it is neither liable for any taxes, charges, or fees assessed against Service Provider for the supplies or products provided or any services rendered.

IV.

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. Nothing in this Section IV shall be read to limit or override Bentley's rights and remedies available under applicable Texas law, including without limitation those provided by the Texas Tort Claims Act and Chapter 114 of the Texas Civil Practice and Remedies Code for breach of contract and exclusions to sovereign immunity.

V.

Right to Audit: This Section V shall be enforced only to the extent required by applicable Texas law. Service Provider agrees that the County or its duly authorized representatives, up to one (1) time per year until the expiration of three (3) years after final payment under this Addendum, may request by written notice, access to and the right to examine and photocopy any and all specified books, documents, papers and records of Service Provider (collectively, "materials") which are directly pertinent to the services performed under this Addendum for Subscriber, for the purposes of Subscriber making audits, examinations, excerpts, and transcriptions (collectively, "audits"). Audits shall be designed and carried out in a manner that is as narrow in scope and as minimally disruptive as possible to the normal business operation of Service Provider, and shall be conducted remotely unless otherwise required by applicable law. Audits shall exclude materials already in Service Provider's possession, that are publicly available, or that were previously provided by Service Provider to Subscriber in the course of ordinary business, in connection with a prior audit, or otherwise. Where an on-premise audit is mandated by applicable law, Service Provider agrees that the County shall have access only during normal working hours and only to Service Provider facilities which the applicable law requires the County to have access to. The County's written request shall give Service Provider at least ninety (90) days reasonable advance notice of intended audits. All materials provided or made available by Service Provider and audit reports and results are and shall remain Bentley Proprietary Information.

VI.

Texas Law Applicable: The Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The state and federal courts in and for Williamson County, Texas shall be the exclusive venue for any dispute, controversy or claim between the parties arising under the Agreement.

VII.

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

SIGNATURES TO FOLLOW

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, 20____

BENTLEY SYSTEMS, INCORPORATED:

BY: Ken MacArthur
Authorized Signature

Ken MacArthur, VP, Americas
Printed Name and Title

Date: 12/9/2024

Bentley®

Renewal Quote

SELECT Agreement: 16927506
RQ Number: 41942748
Customer ID: 1003745483
Expiration Date: 03 September 2024
Pages: 1 / 3

10 July 2024

Williamson County Road and Bridge
Unified Road System
Attn: Accounts Payable
3151 S. E. Inner Loop, Suite B
GEORGETOWN TX 78626-6343
USA
Tel No: +1 (512) 943-3330-3330-3330

Dear Sir/Madam,

Our records show that your current Bentley SELECT Agreement is due for renewal on 01 October 2024. We are very pleased that you have chosen Bentley as your technology partner and trust you have enjoyed the benefits of the program. We look forward to strengthening our relationship with your organization and continuing to sustain the productivity of your people, software and information.

Subscription Period: 01 October 2024 - 30 September 2025
Billing Frequency: Annual
Payment Terms: Net 30 Days

By signing this Renewal Advice Summary, you agree that your SELECT Program subscription shall be governed by the SELECT Program Agreement, the terms and conditions of which can be found at https://www.bentley.com/legal/select-program-agreement.

Renewal Total Value: 19,452.00**
Currency: USD

☐ Please bill against PO #_____

NOTE: If you have not specified that you would like to be billed against a PO by ticking the box above and providing a PO#, you agree to be invoiced based on this signed quote.

If you would like us to bill this quote against a Purchase Order, please indicate the purchase order number above and attach a copy with your acceptance of this quote. Any additional or different terms or conditions appearing on your purchase order, even if Bentley acknowledges such terms and conditions, shall not be binding on the parties unless both parties agree in a separate written agreement.

_____
(Subscriber's Signature)

_____
(Subscriber's Name)

_____
(Title)

_____
(Date)

**Prices shown on this quotation are excluding taxes. Applicable taxes will be included on invoices.

Bentley®

Renewal Quote

SELECT Agreement: 16927506
RQ Number: 41942748
Customer ID: 1003745483
Expiration Date: 03 September 2024
Pages: 2 / 3

Bill-to: Williamson County Road and Bridge
Unified Road System
Attn: Accounts Payable
3151 S. E. Inner Loop, Suite B
GEORGETOWN TX 78626-6343
USA

Tel No: +1 (512) 943-3330-3330-3330
Fax No:

Site: 1003745483 Williamson County Road and Bridge , 3151 S. E. Inner Loop, Suite B GEORGETOWN , TX 78626-6343 , USA

Part No	Description	Quantity	Unit Pricing	Discount/ Surcharge	Total
12662	OpenRoads Designer SELECT Subscription	6	3,242.00		19,452.00
10381	Open Access License Subscription	1	0.00		0.00
				Amount Due:	**19,452.00**
				Currency	**USD**

Bentley®

Renewal Quote

SELECT Agreement:	16927506
RQ Number:	41942748
Customer ID:	1003745483
Expiration Date:	03 September 2024
Pages:	3 / 3

By continuing your SELECT subscription, you benefit from a comprehensive program for the support of your Bentley applications. Your Bentley SELECT agreement is our commitment to continue to provide you and your organization with the highest levels of service. SELECT provides you with the flexibility you need to adapt to changing project requirements while keeping expenditures under control. Renewal of Bentley SELECT will ensure continuity of your following benefits:

- Flexible Licensing Options, including annual portfolio balancing, pooled licensing and Term Licenses To learn more about term licenses and how your usage is calculated,please visit our Term License information.
- 24/7/365 Support
- Anytime Software Upgrades
- Adaptive Learning Services: Users master use of Bentley applications through personalized, contextual learning delivered in application via CONNECTION Client.

Please do not hesitate to contact your Bentley representative Rhonda Buck or file a Service request here if you have any inquiries or require any assistance.

Sincerely,

Rhonda Buck
Tel: +1 (610) 458-5000
Fax:
E-mail: RHONDA.BUCK@BENTLEY.COM

Export Control:

You acknowledge that these commodities, technology or software are subject to the export control laws, rules, regulations, restrictions and national security controls of the United States and other agencies or authorities based outside of the United States (the "Export Controls").

You must not export, re-export or transfer, whether directly or indirectly, the commodities, technology or software, or any portion thereof, or any system containing such commodities, technology or software or portion thereof, without first complying strictly and fully with all Export Controls that may be imposed on them.

The countries subject to restriction by action of the United States Government or any other governmental agency or authority based outside of the United States, are subject to change, and it is your responsibility to comply with the applicable United States Government requirements, or those of any other governmental agency or authority based outside of the United States, as they may be amended from time to time. For additional information, see http://www.bis.doc.gov

Commissioners Court - Regular Session **28.**

Meeting Date: 12/17/2024

Walker Texas Surveyors WA4 SA4 CR 255

Submitted For: Robert Daigh **Submitted By:** Rachel Vrabel, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No. 4 to Work Authorization No. 4 under Williamson County Contract between Walker Texas Surveyors, Inc. and Williamson County dated March 19, 2020, for CR 255 Surveying Services. This supplemental is to increase the maximum amount payable to $204,070.00. Funding source: P546.

Background

Work Authorization No. 4 Supplemental No. 4 increases the authorized amount for the CR 255 appraisal effort by $13,685.00 to allow for re-staking up to 15 previously acquired parcels. The termination date remains December 31, 2024.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 255-Walker-WA04Supp04

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	12/12/2024 12:45 PM
County Judge Exec Asst.	Delia Colon	12/13/2024 10:54 AM
Form Started By: Rachel Vrabel		Started On: 12/12/2024 10:47 AM
Final Approval Date: 12/13/2024		

WALKER
TEXAS SURVEYORS, INC.
P. O. Box 324
Cedar Park, Texas 78630-0324
TBPLS Firm Number 10103800

December 9, 2024

Ms. Ade Ashaye, PE
Williamson County Road Bond Program, HNTB Corporation

PSA: HNTB Surveying Services For Road Bond Program SWA #4 to WA # 4

HIGHWAY: **CR 255/CR 289 (CR 254 to Ronald Reagan Blvd.)**
LIMITS: Re-Stake up to 15 Parcels

Ms. Ashaye,

Walker Texas Surveyors, Inc. (WTS) is pleased to submit this modified proposal to your office for Professional Land Surveying Services to Re-Stake up to 15 Parcels previously acquired in Williamson County, Texas.

We propose to complete this project on a time and materials basis in accordance with our existing contract with Williamson County.

Thank you and please contact me with any questions or comments you may have.

Sincerely,

Charles G. Walker
Registered Professional Land Surveyor

This Supplemental Work Authorization No. **4** to Work Authorization No. **4** is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 19, 2020 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Walker Texas Surveyors, Inc. (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. **4** dated effective **June 9, 2022** (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:

II The Services to be Provided by the Surveyor that were set out in the original Attachment "B" of the Work Authorization are complete and hereby adds items shown in the attached revised Attachment "B".

IV The maximum amount payable for services under the Work Authorization is hereby increased from **$ 190,385.00** to **$ 204,070.00** The revised Fee Schedule is attached hereto as Attachment "D" (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.

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO
WORK AUTHORIZATION NO. 4

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
CR 255/CR 289 (CR 254 to Ronald Reagan Blvd.)

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.

EXECUTED this _____ day of _____, 2024

SURVEYOR:
Walker Texas Surveyors, Inc.

By: _____
Signature

Charles G. Walker
Printed Name

Vice President
Title

12/9/24
Date

COUNTY:
Williamson County, Texas

By: _____
Signature

Bill Gravell, Jr.
Printed Name

County Judge
Title

_____
Date

LIST OF ATTACHMENTS

Attachment B - Services to be Provided by Surveyor

Attachment D - Fee Schedule (approved rate schedule)

APPROVED
By Christen Eschberger at 6:11 pm, Dec 11, 2024

ATTACHMENT B

SERVICES PROVIDED BY THE SURVEYOR

SCOPE OF SERVICES AND FEE ESTIMATE
CR 255/CR 289 (CR 254 to Ronald Reagan Blvd.)

DETAILED LIMITS OF PROJECT: Walker Texas Surveyors, Inc. (WTS) proposes to provide the following surveying services to Williamson County, Texas

- Above noted ROW project has been completed per SWA #2 to WA#4. This SWA #4 To WA #4 is in addition to Re-Stake 12-15 acquired Parcels for fence construction.

HORIZONTAL and VERTICAL CONTROL

- Walker Texas Surveyors (WTS) will rectify to existing survey control performed previously by WTS. WTS will expand and increase as needed to perform this task.

FIELD SURVEY – PARCEL EXHIBIT SURVEYS

- WTS will reconnect with effected Parcel owners per previous file info to effect re-staking of acquired ROW Parcel. WTS will coordinate with project manager for any access details.
- All property corners needed to accurately establish the New ROW will be located.
- All ROW Corner Monuments will be set per above using Wilco provided 5/8" Iron Rods with 1.5" Aluminum caps set at all PC's, PT's, angle points and at all property line intersections with proposed ROW.
- All additional points on new ROW of subject Parcels will be with 60D Nails every 100' or intervisible distances for effective fence construction.
- WTS will provide project manager minimum of weekly project progress.

TIMELINE

- All tasks within this SWA will be completed by December 31st, 2024

PRODUCTION OF SURVEY DELIVERABLES

- No deliverables are generated as WTS will be using existing Parcel data previously performed.

ATTACHMENT B (Continued)

SERVICES PROVIDED BY THE SURVEYOR

COMPENSATION

The above scope of services will be performed on a time and materials basis according to the contract rates and is estimated at and additional **$13,685.00** for a total of **$ 204,070.00** (detailed on the attached Exhibit D, Fee Spreadsheet). The stated budget will not be exceeded without prior written authorization.

CR 255/CR 289 (CR 254 to Ronald Reagan Blvd.)
SWA #4 to WA #4 CR 255 ROW Parcels
CR 255 ROW Parcel Re- Stake in Liberty Hill Area
COUNTY: Williamson
LIMITS: 12 to 15 Parcel Restake for fence const.

Walker Texas Surveyors, Inc.
P. O. Box 324
Cedar Park, TX 78630
512/259-3361

EXHIBIT D
FEE SCHEDULE

9-Dec-24

Service	2 Crew	3 Crew	1 Crew	Add Person	PM	RPLS	Field Cor	Sr Tech	CAD Tech		Admin	ATV	Subtotal	Reimburse	Total
Rate/Hr	**210**	**265**	**155**	**55**	**210**	**180**	**150**	**145**	**110**		**90**	**300**			
Rectify, Recover, and/or reestablish Project Control			8					2				1			
Subtotal	0	0	8	0	0	0	0	2	0	0	0	1		0	
Total	**0**	**0**	**1240**	**0**	**0**	**0**	**0**	**290**	**0**	**0**	**0**	**300**	**1830**	**0**	**1830**
Recontact to gain access for staking					5										
Subtotal	0	0	0	0	5	0	0		0	0	0	0		0	
Total	**0**	**0**	**0**	**0**	**1050**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1050**	**0**	**1050**
Re-Stake ROW for fence up to 15 Parcels	40							5			2	5			
Subtotal	40	0	0	0	0	0	0	5	0	0	2	5		0	
Total	**8400**	**0**	**0**	**0**	**0**	**0**	**0**	**725**	**0**	**0**	**180**	**1500**	**10805**	**0**	**10805**
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0		0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**		**0**
Grand Total	**8400**	**0**	**1240**	**0**	**1050**	**0**	**0**	**1015**	**0**	**0**	**180**	**1800**	**13685**	**0**	**13685**
Reimburseables:	0														-

Commissioners Court - Regular Session **29.**

Meeting Date: 12/17/2024

2024 MS4 Annual Report

Submitted For: Robert Daigh **Submitted By:** Rachel Vrabel, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of the Municipal Separate Storm Sewer System (MS4) Annual Report.

Background

Attached is the TCEQ 2024 MS4 Annual Report. This end of year report is required by the TCEQ. The report documents the County's compliance efforts with the state-mandated MS4 program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2024_MS4_Annual_Report

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/10/2024 02:44 PM
Form Started By: Rachel Vrabel		Started On: 12/10/2024 02:16 PM
Final Approval Date: 12/10/2024		

Phase II (Small) MS4 Annual Report Form

TPDES General Permit Number TXR040000

A. General Information

Authorization Number: TXR040112

Reporting Year (year will be either 1, 2, 3, 4, or 5): (1 of 2024-2029 period)

Annual Reporting Year Option Selected by MS4:

Calendar Year:

Permit Year:

Fiscal Year: Fiscal Last day of fiscal year: September 30, 2024

Reporting period beginning date: (month/date/year): October 1, 2023

Reporting period end date: (month/date/year): September 30, 2024

MS4 Operator Level: Two Name of MS4: Williamson County

Contact Name: Roger Hickman Telephone Number: 512-943-3330

Mailing Address: 3151 SE Inner Loop, Austin, TX 78731

E-mail Address: roger.hickman@wilco.org

A copy of the annual report was submitted to the TCEQ Region: YES

Region the annual report was submitted to: TCEQ Region 11

B. Status of Compliance with the MS4 GP and SWMP

1. Provide information on the status of complying with permit conditions: (TXR040000 Part IV.B.2)

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as submitted to and approved by the TCEQ.	X		
Permittee is currently in compliance with recordkeeping and reporting requirements.	X		
Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.).	X		
Permittee conducted an annual review of its SWMP in conjunction with preparation of the annual report	X		

2. Provide a general assessment of the appropriateness of the selected BMPs. You may use the table below to meet this requirement (**see Example 1 in instructions**):

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
1.0: Public Education, Outreach and Involvement	1.1: Community Education	**No.** Due to the staffing shortages, Williamson County was unable to provide a presentation to Georgetown High School.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	1.2: Garden & Lawn	**Yes** Texas Master Garden Workshops are presented once a month.
	1.3: Recycling & Household Waste	**Yes.** There was one Recycling and Household Hazardous Waste event on March 16, 2023. The second one was held on October 12, 2024.
	1.4: Pet Waste Program	**Yes.** Two pet waste stations have been installed at the Williamson County Regional Park.
	1.5: Public Notice	**No.** We completed the review for our MS4 Stormwater Management Plan update for FY 2020-2025 on February 12, 2020. We published the NOI on January 12, 2023.
	1.6 Website	**No.** The 2020-2024 SWMP and 2023 MS4 Annual Report is available on the Williamson County Website.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
2.0: Illicit Discharge Detection and Elimination	2.1: MS4 Mapping	**Yes**. • A map has been developed of the MS4 system including the location of the following: MS4 receiving streams, Storm Water Outfalls, and Permit Coverage Area. • New outfalls and drainage structures have been identified during the review of development and construction plans and have been added to the MS4 system map (on-going program). • A method has been developed and implemented for updating the MS4 map with new drainage structures and outfalls (on-going program). • Procedures have been developed and implemented for identifying new outfalls found in the field while conducting the MS4 outfall screening programs. • Training has been conducted for MS4 screening personnel and plan review personnel on proper procedures for updating the MS4 map and outfall inventory (on-going program).
	2.2: Staff Training	Yes. • Two staff members have updated their Qualified Preparer of Stormwater Pollution Prevention Plans certifications. • Three staff members have completed their Qualified Compliance Inspector of Stormwater certificate. • Two staff members have also attended the TCEQ MS4 Regional Stormwater Workshop in January 2023.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	2.3: Public Complaints	**Yes**. • A list of locally occurring non-storm water discharges that were observed by the public is maintained. • A hotline phone number for reporting of potential illicit discharges by the public has been established. The Williamson County Illicit Discharge Hotline (512-943-3330) is posted on the County's website. • Appropriate public education activities designed to inform the public of the hotline and types of potential discharges to report has been conducted (on-going program). • Internal procedures for receiving hotline phone calls has been developed. • Internal reporting forms to track reported discharges, investigation of public reports, and corrective actions associated with the elimination of illicit discharges reported by the public has been developed. • Investigations initiated by the public have been conducted if the reports are valid. All public reports received during the reporting year were investigated and documented.
	2.4: Field Screening Inlets	**Yes.** • Personnel have been trained in field techniques necessary for the identification of illicit discharges • A system has been put in place through the County's MS4 GIS Database to track locations of illicit discharges upon identification. • A schedule has been developed that allows for the screening of the entire MS4 system within the permit term. • Outfall screening efforts have been conducted according to the developed schedule. • Internal tracking and record keeping procedures have been developed and implemented for outfall screening results. • Records of outfall screening and investigations for each outfall and any elimination activities are maintained.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	2.5: Sewage Facility Discharges	**Yes**. • A list of locally occurring non-storm water discharges that were observed by the public is maintained. • A hotline phone number for reporting of potential illicit discharges by the public has been established. The Williamson County Illicit Discharge Hotline (512-943-3330) is posted on the County's website. • Appropriate public education activities designed to inform the public of the hotline and types of potential discharges to report has been conducted (on-going program). • Internal procedures for receiving hotline phone calls have been developed. • Internal reporting forms to track reported discharges, investigation of public reports, and corrective actions associated with the elimination of illicit discharges reported by the public has been developed. • Investigations initiated by the public have been conducted. All public reports received during the reporting year were investigated and documented.
	2.6 High Priority Discharge Points	Yes • Staff has begun to enter all illegal dumping complaint points into the MS4 GIS database. • In 2024, the MS4 staff will review the data and determine if there are locations were dumping and illegal sediment discharge is regularly occurring.
	2.7 Spill Prevention	Yes • The Williamson County construction inspection team and other appropriate personnel are trained on hazardous materials and spill prevention and response. Every year, spill response training is provided to employees on the following topics: spill prevention methods, spill containment, emergency procedures, spill reporting, and hazardous substance inventory.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
3.0: Construction Site Runoff	3.1: Staff Training	**Yes.** • All Williamson County inspectors have been certified Qualified Inspectors of Stormwater. • All MS4 inspectors attended a spill response plan training on March 19, 2019.
	3.2: Construction Plan Review	**Yes** • Site and Subdivision Construction plans are reviewed and accepted by the Development and Drainage Division. During the review process, the location of the construction site is verified to determine if it is within Wilco MS4 jurisdiction. The review of the erosion control plan is part of the land development review. This review is performed by a Qualified Preparer of Stormwater Compliance.
	3.3: Construction Inspection	**Yes.** • Qualifying construction sites are inspected using appropriate procedures and forms to ensure compliance with storm water regulations (on-going program). • Williamson County inspection personnel have been trained on construction storm water regulations and inspection procedures (on-going program).

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
		• Voluntary on-site meetings are conducted as needed with owners and operators of local construction sites that are not in compliance with TCEQ construction storm water regulations. Letters of non-compliance are issued to owners and operators of local construction sites that do not voluntarily comply with TCEQ construction storm water regulations (on-going program).
4.0: Post-Construction Site Runoff	4.1: First Year After NOT	Yes • Within one year of the final NOT, Staff must visit the site twice. The first visit must be 6 months after the NOT has been submitted and the second must be after 1 year. Staff must review the site or subdivision plan for location of vegetated areas, channels, detention ponds, and discharge points.
	4.2: Long Term	Yes • After the initial first year, staff will catalogue the discharge points that discharge directly to the waters of Texas. These points will be added to the County's GIS database and inspected as part of the illicit discharge prevention program.
5.0: Pollution Prevention and Good Housekeeping for Municipal Operations	5.1: Williamson County Parks	Yes • Two pet waste stations were installed in Williamson County Regional Park.
	5.2: Landfill	Yes • The landfill was inspected in March 2024 and November 2024. During the inspection, no issues were noted.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.3: Equipment Storage and Maintenance	Yes • The Williamson County equipment storage facility is responsible for housing all heavy construction equipment such as motorgrades, backhoes, gradalls, rollers and streetsweepers. The equipment storage facility is located at 3151 SE
	5.4: Fuel and Chemical Storage	Yes. Williamson County Inspects five fuel and chemical storage facilities yearly to check for leaks or spills. Location A: Central Maintenance Facility - unleaded, diesel and propane - 3151 SE Inner Loop, Georgetown, TX 78626 Location B: Florence Yard - unleaded, diesel and propane -1100 FM 970 Florence, Tx 76527 Location C: Granger Barn - unleaded, diesel and propane - 16350 FM 971 Granger, Tx 76530 Location D: Taylor Barn - unleaded, diesel and propane -104 Mississippi St Taylor, Tx 76574 Location E: Round Rock Annex – propane Only - 1801 East Old Settlers Blvd Round Rock, Tx 78664 Location F: Cedar Park Annex – propane Only - 350 Discovery Blvd Cedar Park, Tx 78613

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.5: County Buildings	Yes • Williamson County owns 62 properties/buildings, one of which is located within the MS4 jurisdiction at 175 CR 138 Hutto, Texas. This building is the Task Force Building and is used as office space for the Sheriff's Department. Williamson County contracts out landscaping and lawncare needs per yearly contract which is available upon request.
	5.6: Vehicle Storage & Maintenance	Yes • The Williamson County vehicle storage and maintenance yard is used to house county vehicles, trailers, tools and impounded cars. All county vehicles and heavy equipment are inspected and reported a minimum of once a year to maintain engine performance and reduce unwanted leaks.
	5.7: Employee Communication	Yes • The Williamson County stormwater team meets monthly to discuss the program processes including the illicit discharge management program. Included in this group are members of the road maintenance crews and development review personnel. Information is then disseminated to other departments and employees as needed.

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No, and explain.)
	5.8: County Road Projects	Yes • Williamson County contracts all major road, stormwater and building projects to third-party development contractors. All contractors and subcontractors must demonstrate training and competency with the TCEQ General Construction Permit's (TXR150000) requirements. The contractors must obtain approved SWPPPs from the TCEQ and hire independent environmental consulting services to inspect all best management practices for compliance with the approved SWPPPs.
	5.9: Routine Road Maintenance	Yes • Williamson County Road and Bridge Department performs maintenance activities such as leveling, re-paving, pothole repair, mowing, hydroseeding and culvert cleanout on portions of 1609 linear miles of roads. This work allows for regular maintenance of roads as well as maintenance of drainage systems.
6.0: Industrial Stormwater Sources		**No.** • Williamson County is a Level 2 small MS4 and as such is not required to implement this minimum control measure. Much of this information is included in MCM #5 (Pollution Prevention and Good Housekeeping for Municipal Operations) above.

3. Describe progress towards achieving the goal of reducing the discharge of pollutants to the MEP. If no progress was made or the BMP did not result in a reduction in pollutants, provide an explanation. Use the table below to meet this requirement (**see Example 2 in instructions**):

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
1.1	Community Educations	PowerPoint Presentation	0	Presentations	**No.** Though this BMP does not result in a direct reduction of pollutants, increasing public awareness will eventually reduce pollutants.
1.2	Garden and Lawn Educations	Monthly Presentations	12	Monthly meetings and presentations	**No.** Though this BMP does not result in a direct reduction of pollutants, educating citizens and providing information increases public awareness will eventually reduce pollutants.
1.3	Recycling and Household Waste	Events	2	Events	**Yes.** This BMP results in the collection and redirection of recyclables. Many of these items may end up in the ditches since the landfill does not take substances such as paint, old gasoline or other chemicals.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
1.4	Pet Waste Program	Pet Waste Stations	2	Pet Waste Stations	**Yes.** Providing a method to reduce pet waste in the parks directly reduces the bacteria loads to the local watersheds.
1.5	Public Notice	Published Notice	0	Published Notice	**No.** Though this BMP does not result in a direct reduction of pollutants, educating citizens and providing information increases public awareness will eventually reduce pollutants.
1.6	County Stormwater Website	Stormwater Program Information	2049	Unique Website Visits	**No.** Though this BMP does not result in a direct reduction of pollutants, educating citizens and providing information increases public awareness will eventually reduce pollutants.
2.1	Maintain the MS4 map	Construction Plans	0	New Outfalls Identified	**No.** Though this BMP does not result in a direct reduction of pollutants, adding new outfalls to the MS4 map identifies additional locations to inspect.
2.2	Illicit Discharge Employee Training	Certified Stormwater Plan Preparer Training Course	4	5 employees received renewals	**No.** Though this BMP does not result in a direct reduction of pollutants, training of employees will allow identification and reporting illicit discharges. Action can then be taken to remove the pollutant and track the source.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
2.3	Public Complaints	Calls or email submissions to staff	283	Total Environmental Calls	**No.** Though this BMP does not result in a direct reduction of pollutants, public complaints will allow identification and reporting illicit discharges. Action can then be taken to remove the pollutant and track the source.
2.4	MS4 Outfall Screening	Appearance	32	Each	**Yes.** When illicit discharges are observed, immediate action can be taken to remove the pollutant and track the source. Results of screenings have demonstrated pollutants to be minimal.
2.5-2.7	Illicit Discharge Hotline	Total Environmental Calls New Illegal Dumping Cases Previous Illegal Dumping Cases	312 305 277	Each Each Each	**Yes.** When illegal dumping is reported by the public or observed during field inspections, immediate corrective action can be taken to remove the pollutant.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
		Corrective Action	312	Each	
3.2	Subdivision Construction Plan Review	Subdivision and Site Plan sets	91	Subdivision and Site Plan Reviews	**No.** Though this BMP does not result in a direct reduction of pollutants, subdivision plan reviews assures the inclusion of appropriate control measures and compliance with TCEQ regulations for storm water.
3.3	Subdivision Construction Site Inspection	Construction Sites	198	Construction Sites within the MS4 Area Inspected	**Yes.** When illicit discharges are observed during on-site inspections, immediate corrective action can be taken to remove the pollutant.
4.1	Post Construction Review	Post Closure Construction Sites under Warranty	0	Construction Sites within the MS4 Area Inspected	**Yes.** When illicit discharges are observed during on-site inspections, immediate corrective action can be taken to remove the pollutant.
5.1	Williamson County Parks	Pet Waste Stations	2	Installed Waste Stations	**Yes.** Providing a method to reduce pet waste in the parks directly reduces the bacteria loads to the local watersheds.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
5.2	Williamson County Landfill -	Inspections	2	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.3	Equipment Storage and Maintenance Facility Inspections	Inspections	12	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.4	Fuel and Chemical Storage Facilities	Inspections	5	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.5	County Buildings	Inspections	1	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.

MCM	BMP	Information Used	Quantity	Units	Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No, and explain.)
5.6	Vehicle Maintenance	Vehicle Service Records	1,398	Vehicles serviced	**Yes.** Inspections of all vehicles includes identifying the presence and remediation of any fluid leaks, which prevents the discharge of fluids into the stormwater system.
5.8	County Road Projects	Inspections	39	Inspections per Year	**No.** While the inspections do not directly reduce the trash or bacteria loads in the watersheds, they do assist in monitoring and enforcement.
5.9	Routine Road and Right of Way Maintenance	Work Orders Performed	329	Culverts Cleaned, Ditches Cleaned	**Yes.** Maintaining the culverts and ditches will reduce the sediment loads to local creeks and rivers.

4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**see Example 3 in instructions):**

5. MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
1.0: Public Education, Outreach and Involvement	1.1: Designed power point presentation	**Goal NOT Accomplished –** presentation was canceled due to staffing shortage. Will be rescheduled in Year 1 (next term).
	1.2: Monthly Meetings and Presentations	**Goal Accomplished** – 12 meetings were held in FY 23.
	1.3: Household Hazardous Waste Events.	**Goal Accomplished** – Two events held in Year 6 (Year 1).
	1.4: Pet Waste Stations	**Goal Accomplished** – Two stations installed in Year 6 (Year 1).
	1.5: Public Notice	**Goal Accomplished** –. The NOI was published on January 12, 2023.

	1.6: County Stormwater Website.	**On-going program** – 2049 website visits.
2.0: Illicit Discharge Detection and Elimination	2.1: Maintain the MS4 map and Outfall Inventory	**On-going Program** – Zero new outfalls were added to the MS4 map during Year 6 (Year 1)
	2.2 Illicit Discharge Employee Training	**On-going Program** – four employees were recertified during Year 5.
	2.3 Public Complaints	**On-going Program** – 316 public complaints were received during Year 6 (Year 1). All were investigated.
	2.4: MS4 Outfall Screening	**On-going Program** – 0 outfalls were screened during Year 5. Per TCEQ, these outfalls are no longer required to be monitored.
	2.5 On-site Sewage Facility Discharges	**On-going Program** – 24 Public nuisance complaints were investigated in Year 6 (Year 1).
	2.6 High Priority Discharge Points	**On-going Program** – The program is collecting data to analyze in Year 6
	2.7 Spill Prevention and Response Plan	**Goal Accomplished -** A spill response plan was developed and staff was trained in Year 2.

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
3.0: Construction Site Runoff	3.1: Construction Inspection Procedures	**On-going Program** – Inspection forms and procedures were reviewed and revised to ensure compliance with TCEQ construction storm water regulations.
	3.2: Construction Plan Reviews	**On-going Program** – Construction plans for 62 subdivisions and 28 site plans were reviewed during Year 6 (Year 1)
	3.3: Construction Site Inspection	**On-going Program** – Inspection of 198 construction sites were reviewed during Year 6 (Year 1). These include new subdivision construction and utility installations.
4.0 Post Construction Site Runoff	4.1 Post Warranty Construction Inspection	**Goal Accomplished -** Zero sites inspected since there are zero sites in the MS4 area.

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain
5.0: Pollution Prevention and Good Housekeeping for Municipal Operations	5.1: Williamson County Parks	**Goal Accomplished** – Two pet waste stations installed in Williamson County Regional Park.
	5.2: Williamson County Landfill	**Goal Accomplished -** Two inspections conducted for compliance with MS4 requirements.
	5.3 Equipment Storage and Maintenance Facility Inspections	**On-going Program** – Equipment is checked for leaks and maintained as needed.
	5.4 Fuel and Chemical Storage Facilities	**On-going Program** – Chemical storage areas are checked for leaks and maintained as needed.
	5.5 County Buildings	**On-going Program** –The single county building in the MS4 area is inspected every year for landscaping issues and trash
	5.6 Vehicle Maintenance	**On-going Program** – Vehicles are checked for leaks and maintained as needed.
	5.7 Employee Communication	**Goal Accomplished** – Meetings have resumed in September 2021.

	5.8 County Road Projects	**On-going Program** – Monthly inspections of eleven new county road construction sites were performed during Year 6 (Year 1).
	5.9 Routine Road and Right of Way Maintenance	**On-going Program** – Culverts are cleaned out and ditch maintenance is performed on a regular basis as needed.

C. Stormwater Data Summary

Provide a summary of all information used, including any lab results (if sampling was conducted) to assess the success of the SWMP at reducing the discharge of pollutants to the MEP. For example, did the MS4 conduct visual inspections, clean the inlets, look for illicit discharge, clean streets, look for flow during dry weather, etc.?

Visual observations were conducted during outfall screenings. Outfalls were screened for odor, color, clarity, floatable, deposits or stains, vegetations conditions, structural conditions, biological condition. Also, water flow was estimated and logged for each outfall. Photographs were taken of outfall structures to compare their condition to previous years' inspection.

D. Impaired Waterbodies

Identify whether an impaired water within the permitted area was added to the latest EPA-approved 303(d) list or the Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d). List any newly-identified impaired waters below by including the name of the water body and the cause of impairment. TCEQ Surface Water Viewer. None, there are no new impaired water bodies.

1. If applicable, explain below any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern. None, there are no streams with TMDL's in Williamson County.

2. Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL. There are no streams in Williamson County listed with TMDL's

3. Report the benchmark identified by the MS4 and assessment activities:

Benchmark Parameter ***(Ex: Total Suspended Solids)***	**Benchmark Value**	**Description of additional sampling or other assessment activities**	**Year(s) conducted**
Not Applicable			

4. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark:

Benchmark Parameter	**Selected BMP**	**Contribution to achieving Benchmark**
Not Applicable		

6. If applicable, report on focused BMPs to address impairment for bacteria:

Description of bacteria-focused BMP	Comments/Discussion
Installed pet waste stations in Williamson County Parks.	The pet waste stations are designed to inform the public on the negative environmental effects of pet waste and provide an environmentally responsible method of disposal.
OSSF Enforcement	The On-Site Sewage Facility Department at Williamson County helps eliminate and prevent health hazards by regulating and properly planning the location, design, construction, installation, and operation of on-site sewage disposal systems. A maintenance plan is also required for aerobic systems to help prevent bacteria from entering local water sources such as wells, streams, aquifers, recharge zones and lakes.

7. Assess the progress to determine BMP's effectiveness in achieving the benchmark.

   For example, the MS4 may use the following benchmark indicators:

   - number of sources identified or eliminated;
   - number of illegal dumpings;
   - increase in illegal dumping reported;
   - number of educational opportunities conducted;
   - reductions in sanitary sewer flows (SSOs); /or
   - increase in illegal discharge detection through dry screening.

Benchmark Indicator	Description/Comments
Not applicable – we have no streams with TMDL's in Williamson County	

E. Stormwater Activities

Describe activities planned for the next reporting year:

MCM(s)	BMP	Stormwater Activity	Description/Comments
MCM 1: Public Education, Outreach and Involvement	1.1 Community Education	Staff will present a stormwater quality presentation to Georgetown High School and attempt to find other audience for this presentation.	A significant aspect of a successful stormwater management program is keeping the community well informed. The Public Education, Outreach and Involvement minimum control measure consists of BMPs focused on the development of a comprehensive program to educate the public about the impacts that stormwater discharges have on local water bodies.
	1.2 Garden and Lawn Care	The County will choose a topic related to garden/lawn care education and post material such as brochures at county offices and local retail stores.	The County will acquire, create and support the production of public education and outreach materials focused on garden and lawn care education.
	1.3 Recycling and Household Hazardous Waste	The County will hold two recycling and household hazardous waste disposal events.	Williamson County will operate a hazardous waste and recycling drop off center. The center will be open to the public and allow free hazardous waste disposal and recycling. The County will print and website media to advertise these events and provide locations for drop off centers four times throughout the year.

	1.4 Pet Waste	The County will install and maintain two additional pet waste disposal stations at a county parks.	The County will acquire, create and support the production of public education and outreach materials focused on proper disposal of pet waste. The County will work with the Parks Department to support the maintenance of pet waste disposal stations.
	1.5 Public Notice	The County will post the SWMP Notice of Intent public notice in a newspaper in the surrounding area to help educate the public.	This public announcement will be published in the Hill Country Sun.
	1.6 County Website	Continue to update Williamson County's Stormwater Management webpage with new or updated as-needed basis.	Williamson County maintains a website, https://www.wilco.org/Departments/Storm-Water-Management, for public communication regarding stormwater policies and information. The site contains the latest SWMP, any proposed changes to the SWMP, any Notice of Change submittals, general information on stormwater pollution and information on reporting illicit discharges.
MCM 2: Illicit Discharge	2.1 MS4 Mapping	Review entire MS4 map and ensure outfalls recently constructed are included in the map. Establish a new process to include outfalls in the map during the construction inspection process.	As adjacent cities annex land next to their city limits, from time to time it is found that an MS4 outfall no longer lies within Williamson County's jurisdictional area. Information regarding such outfalls is passed on to the appropriate MS4 Operator. Occasionally, outfalls are discovered that were not previously part of the inventory.
	2.2 MS4 Training	Training will be provided for all personnel involved in on-site field screening of outfalls and	The principal MS4 staff have been certified as Qualified Preparers of Storm Water Pollution Prevention Plans. Furthermore, members of the construction inspection staff have been certified as Qualified Compliance Inspectors of Stormwater. These certificates are valid

	construction site inspection.	for two years and then must be renewed. Staff will attend at least 4 hours of training per year to enhance their education and experience.
2.3 Public Complaints	Conduct 100% of illicit discharge investigation complaints. Document and archive 100% of the inspection results on a case by case basis by the end of each fiscal year.	Public complaints are submitted through the Illicit Discharge Hotline (512-943-3330). These complaints primarily consist of illegal dumping of trash and refuse. County workers will first investigate the complaint. If required, the site is to be cleaned up including removal of trash, sediment, and other pollutants. All complaints and work orders will be cataloged in the VUE works database. If a responsible party can be located, the case is to be referred to the constable based on the precinct.
2.4 Field Screening Inlets	Continue to screen 20% of the documented outfalls each year.	New outfalls will be identified throughout construction plan review and onsite inspections.
2.5 OSSF Discharges	Investigate all OSSF complaints by the end of the fiscal year. Maintain records of initial investigations, results, and enforcement activities.	Failing on-site sewage facilities may result in overland discharge. If a discharge is observed, it must be immediately reported to the OSSF group. Public complaints are received through the illicit discharge hotline (512-943-3330). When an OSSF complaint is received, staff has one business day to investigate and determine the appropriate response including issuing a violation notice.
2.6 High Priority Discharges	Identify all discharge points within high priority areas based on complaints logged and proximity to impaired streams.	Staff determines high priority areas based on two criteria: 1. Proximity to impaired streams.

			2. Significant number of complaints within a given time period.
	2.7 Spill Prevention and Response Plan	Identify new and existing staff who need additional training on spill response protocol and update the list of hazardous material found in the Williamson County Spill Prevention and Response Plan.	The Williamson County construction inspection team and other appropriate personnel are trained on hazardous materials and spill prevention and response. Every year, spill response training is provided to employees on the following topics: spill prevention methods, spill containment, emergency procedures, spill reporting, and hazardous substance inventory.
MCM 3: Construction Site Runoff	3.1 Construction Plan Review	Revise internal tracking and plan review procedures as appropriate to address the following issues: conformance to the latest TCEQ stormwater regulations, appropriate use of temporary erosion controls, and inclusion of any required local, state, and/or federal stormwater permit documents	Construction plans will first be reviewed and accepted by the Land Development Department. During the review process, the location of the construction site is verified to determine if it is within Wilco MS4 jurisdiction.
	3.2 Construction Site Inspection	Williamson County Staff will be responsible for inspecting all commercial, subdivision, road bond, and road maintenance activities throughout all active phases of construction to ensure stormwater compliance is achieved.	There are three types of construction activities inspected by Williamson County Stormwater Management: 1) commercial projects located within the MS4 jurisdiction, 2) road bond and road maintenance projects located outside the city limits, and 3) subdivision developments located within the MS4.

MCM 4: Post Construction	4.1 First Year after Notice of Termination	Inspect all completed construction projects within the Williamson County MS4 jurisdiction twice a year. The first site visit must be within 6 months after the NOT was submitted. The second site visit must be after one year has passed since the NOT was submitted.	Within one year of the final NOT, Staff must visit the site twice. The first visit must be 6 months after the NOT has been submitted and the second must be after 1 year. Staff must review the site or subdivision plan for location of vegetated areas, channels, detention ponds, and discharge points.
	4.2 Long Term	After the initial first year, staff will catalogue the discharge points that discharge directly to the waters of Texas. These points will be added to the County's GIS database and inspected as part of the illicit discharge prevention program	After the initial first year, staff will catalogue the discharge points that discharge directly to the waters of Texas. These points will be added to the County's GIS database and inspected as part of the illicit discharge prevention program.
MCM 5: Pollution Prevention	5.1 Williamson County Parks	The County will install two pet waste disposal stations within a County park.	These sites are susceptible to erosion and sediment loss during construction, pesticide and herbicide pollution, and horse and pet waste pollution. Erosion and sedimentation will be controlled during construction as required by the site's SWPPP. Pet waste is contained in plastic manure bags and deposited in bins. Horse Manure is collected at stable facilities and placed in dumpsters.
	5.2 Williamson County Landfill	The County will inspect the landfill and recycling sites for compliance.	The landfill is located at 600 County Road 128, Hutto, TX 78634. Waste Management Inc. is under contract to manage the landfill. The landfill is permitted through

		the TCEQ under MSW 1405B. Per MSW 1405B, all leachate and contaminated surface water will be collected and managed per the leachate management plan. Interim sediment controls include berms, silt fences, temporary vegetation, mulch, hay bales, perimeter channels and sedimentation ponds. Permanent controls include sedimentation basins, drainage channels drainage terraces, and vegetated cover.
5.3 Equipment Storage and Maintenance	Inspect equipment storage and maintenance facilities for inadequacies and compliance.	The Williamson County equipment storage facility is responsible for housing all heavy construction equipment such as motorgrades, backhoes, gradalls, rollers and streetsweepers. The equipment storage facility is located at 3151 SE Inner Loop Georgetown, TX 78626.
5.4 Fuel and Chemical Storage	Inspect each fueling station and County records once per year for compliance with TCEQ petroleum storage tank requirements	Location A: Central Maintenance Facility - unleaded, diesel and propane - 3151 SE Inner Loop, Georgetown, TX 78626 Location B: Florence Yard - unleaded, diesel and propane -1100 FM 970 Florence, Tx 76527 Location C: Granger Barn - unleaded, diesel and propane - 16350 FM 971 Granger, Tx 76530 Location D: Taylor Barn - unleaded, diesel and propane -104 Mississippi St Taylor, Tx 76574 Location E: Round Rock Annex – propane Only - 1801 East Old Settlers Blvd Round Rock, Tx 78664

		Location F: Cedar Park Annex – propane Only - 350 Discovery Blvd Cedar Park, Tx 78613
5.5 County Buildings	Perform at least one post construction stormwater inspection at 175 CR 138 by the end of each fiscal year	Williamson County owns 62 properties/buildings, one of which is located within the MS4 jurisdiction at 175 CR 138 Hutto, Texas. This building is the Task Force Building and is used as office space for the Sheriff's Department. Williamson County contracts out landscaping and lawncare needs per yearly contract which is available upon request.
5.6 Vehicle Storage	Inspect 100% of county vehicles and document all inspections for reporting to TCEQ	The Williamson County vehicle storage and maintenance yard is used to house county vehicles, trailers, tools and impounded cars. All county vehicles and heavy equipment are inspected and reported once a year to maintain engine performance and reduce unwanted leaks.
5.7 County Employee Communication & Training	Meet with the stormwater team once a month to determine our stormwater needs and revise the stormwater program as necessary	The Williamson County stormwater team meets monthly to discuss the program processes including the illicit discharge management program. Included in this group are members of the road maintenance crews and development review personnel. Information is then disseminated to other departments and employees as needed.
5.8 County Road	Review and inspect all county road development projects within the MS4 at least once a month	Williamson County contracts all major road, stormwater and building projects to third-party development contractors. All contractors and subcontractors must demonstrate training and competency with the TCEQ General Construction Permit's (TXR150000) requirements. The contractors must obtain approved SWPPPs from the TCEQ and hire independent environmental consulting services to inspect all best management practices for compliance with the approved SWPPPs.

5.9 Routine Road Maintenance	County will review the right-of-way and road maintenance procedures to determine if additional measures can be taken to minimalize environmental impacts.	Williamson County Road and Bridge Department performs maintenance activities such as leveling, re-paving, pothole repair, mowing, hydroseeding and culvert cleanout on portions of 1443 linear miles of roads. This work allows for regular maintenance of roads as well as maintenance of drainage systems.

F. SWMP Modifications

1. The SWMP and MCM implementation procedures are reviewed each year.

__X__Yes___No

2. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review.

____Yes__X__No

If "Yes," report on changes made to measurable goals and BMPs:

MCM(s)	Measurable Goal(s) or BMP(s)	Implemented or Proposed Changes (Submit NOC as needed)
Not Applicable		

Note: If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible, and why the replacement BMP is expected to achieve the goals of the original BMP.

3. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land, etc.).

G. Additional BMPs for TMDLs and I-Plans

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans.

BMP	Description	Implementation Schedule (start date, etc.)	Status/Completion Date (completed, in progress, not started)
Not Applicable			

H. Additional Information

1. Is the permittee relying on another entity to satisfy any permit obligations?

___ Yes _X_ No

If "Yes," provide the name(s) of other entities and an explanation of their responsibilities (add more spaces or pages if needed).

Name and Explanation: NA

2.a. Is the permittee part of a group sharing a SWMP with other entities?

___ Yes _X_ No

2.b. If "yes," is this a system-wide annual report including information for all permittees?

___ Yes _X_ No

If "Yes," list all associated authorization numbers, permittee names, and SWMP responsibilities of each member (add additional spaces or pages if needed):

Authorization Number: Not Applicable Permittee: Not Applicable

I. Construction Activities

1. The number of construction activities that occurred in the jurisdictional area of the MS4 (Large and Small Site Notices submitted by construction site operators): 0

2a. Does the permittee utilize the optional seventh MCM related to construction?

___ Yes _X_ No

2b. If "yes," then provide the following information for this permit year:

The number of municipal construction activities authorized under this general permit	
The total number of acres disturbed for municipal construction projects	

Note: *Though the seventh MCM is optional, implementation must be requested on the NOI or on a NOC and approved by the TCEQ.*

J. Certification

If this is this a system-wide annual report including information for all permittees, each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my

knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Name (printed): Bill Gravell Jr. Title: County Judge

Signature: _____ Date: _____

Name of MS4 Williamson County TXR040112

If you have questions on how to fill out this form or about the Stormwater Permitting program, please contact us at 512-239-4671.

Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, contact us at 512-239-3282.

Commissioners Court - Regular Session **30.**

Meeting Date: 12/17/2024

Preliminary plat for the Cross Creek Commercial Park subdivision – Pct 2

Submitted For: Adam Boatright **Submitted By:** Adam Boatright, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on ratifying and approving the preliminary plat for the Cross Creek Commercial Park subdivision – Precinct 2.

Background

This proposed subdivision consists of 3 lots and no new roads on 12.45 acres. Pursuant to the Commissioners Court action taken September 10, 2019, the County Engineer has approved this preliminary plat in order to meet the review timelines set forth in House Bill 3167.

Timeline
2024-08-06 – initial submittal of the preliminary plat
2024-09-05 – 1st review complete with comments
2024-09-17 – 2nd submittal of preliminary plat
2024-10-02 – 2nd review complete with comments
2024-11-06 – 3rd submittal of preliminary plat
2024-11-20 – 3rd review complete with comments
2024-11-22 – 4th submittal of preliminary plat
2024-12-05 – 4th review complete with clear comments
2024-12-05 – County Engineer approval letter sent
2024-12-12 – preliminary plat placed on the December 17, 2024, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

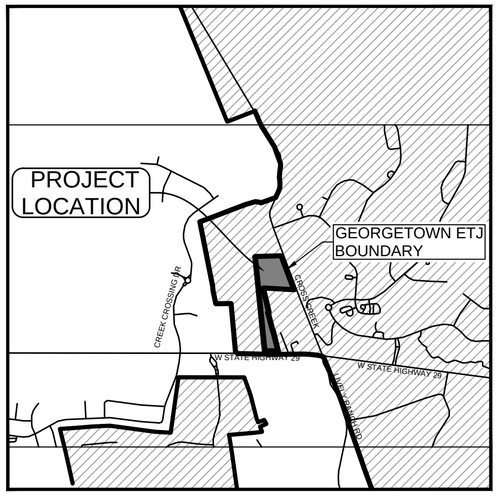
Attachments

preliminary Plat - Cross Creek Commercial Park

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/12/2024 11:43 AM
Form Started By: Adam Boatright		Started On: 12/05/2024 11:11 AM
Final Approval Date: 12/12/2024		

PRELIMINARY PLAT
OF
CROSS CREEK COMMERCIAL PARK



VICINITY MAP
SCALE: 1"=2,000'

LEGEND

○	IRON ROD SET
●	IRON ROD FOUND
▪	BENCHMARK
━ - ━	PROPERTY LINE
─	ADJOINING PROPERTY LINE
- - -	DRAINAGE EASEMENT
----------	WATER EASEMENT
— — — —	BUILDING SETBACK LINE (BSL)
━ - ━	25' OSSF SETBACK
—— – ——	EXISTING ROAD CENTERLINE
ROW	RIGHT-OF-WAY
VOL./PG.	VOLUME/PAGE
DRWC	DEED RECORDS WILLIAMSON COUNTY
OPRWCT	OFFICIAL PUBLIC RECORDS WILLIAMSON COUNTY
DOC	DOCUMENT
━━	GEORGETOWN ETJ BOUNDARY LINE
▨	CITY OF GEORGETOWN ETJ

OWNER 1: CROSS CREEK COMMERCIAL PARK, LLC
406 LEE STREET SUITE 201
ROUND ROCK, TEXAS 78664

OWNER 2: TBN DEVELOPMENT, LLC
406 LEE STREET SUITE 201
ROUND ROCK, TEXAS 78664

SURVEYOR: WILLIAM C STEWART, RPLS No. 5785
TEXAS LAND SURVEYING, INC
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TEXAS 78628
PHONE (512) 930-1600
E-MAIL NICOLE@TEXAS-LS.COM

ENGINEER: JENNIFER HENDERSON, PE
HENDERSON PROFESSIONAL ENGINEERS
PELS FIRM F-22208
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TEXAS 78681
PHONE 512.350.6228
E-MAIL JEN@HENDERSONPE.COM

SUBMITTAL DATE: 08/06/2024

ORIGINAL SURVEY: GREENLIEF FISK SURVEY
ABSTRACT NO. 5

FEMA FLOODPLAIN: 48491C0275E

WATER: CITY OF GEORGETOWN, TEXAS

WASTEWATER: OSSF

BENCHMARK: ELEV.= 528.41' (NAVD88)
TEMPORARY BENCHMARK BOX CUT ON DRAIN

PROPERTY DESCRIPTION:

BEING A 12.45 ACRE TRACT, MORE OR LESS, OUT OF THE GREENLIEF FISK SURVEY, ABSTRACT NO. 5, WILLIAMSON COUNTY, TEXAS, FUTHER BEING A PORTION OF A CALLED 12.673 ACRE TRACT OF LAND AS DESCRIBED IN DEED TO LIBERTY HEIGHTS INVESTMENTS LLC, RECORDED IN DOCUMENT NO. 2021072045 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (OPRWC), AS MODIFIED BY BOUNDARY LINE AGREEMENT IN VOL. 1395, PG 826, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SAID 12.45 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON PIN FOUND, ALONG THE NORTH RIGHT-OF-WAY LINE OF STATE HIGHWAY NO. 29, AT THE SOUTHEAST CORNER OF A CALLED 22.66 ACRE TRACT DESCRIBED IN DOCUMENT TO MRS. SAM GOLDENBERG, RECORDED IN VOLUME 1705, PAGE 793 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AT THE SOUTHWEST CORNER OF SAID 12.673 ACRE TRACT, AND HEREOF;

THENCE ALONG THE EAST AND SOUTH LINES OF SAID 22.66 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES;
1) NORTH 05°49'52" WEST, A DISTANCE OF 1765.46' TO A 1/2" IRON PIN FOUND AT THE NORTHWEST CORNER HEREOF;
2) NORTH 88°25'06" EAST, PER SAID BOUNDARY LINE AGREEMENT, A DISTANCE OF 490.19' TO 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED "CUPLIN", AT THE NORTHEAST CORNER OF SAID BLANN TRACT, AND HEREOF;

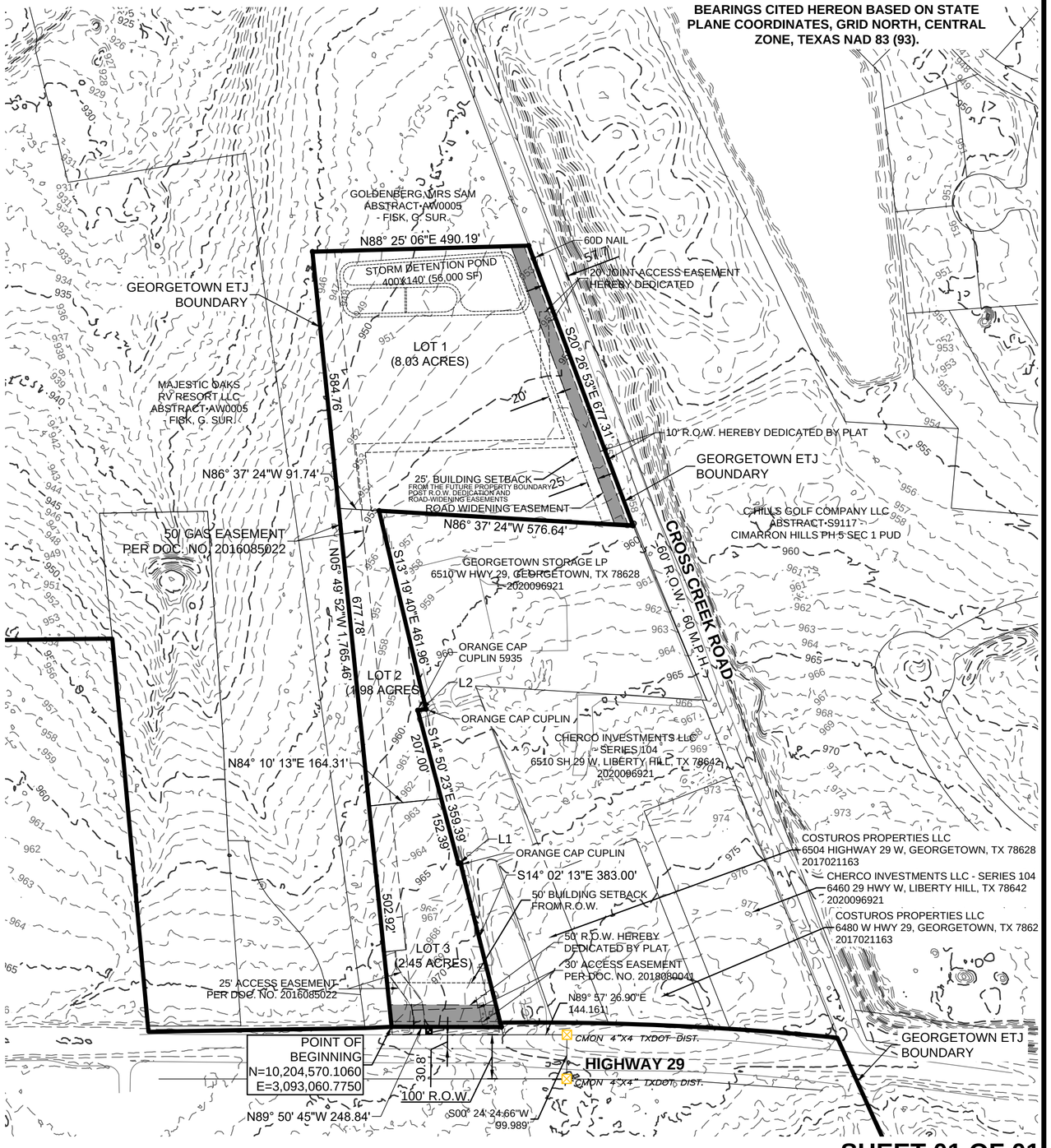
THENCE SOUTH 20°26'53" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID CROSS CREEK ROAD, THE EAST LINE OF SAID BLANN TRACT, AND HEREOF, AT 30.89' PASSING A 60D NAIL FOUND IN A FENCE POST, IN ALL A DISTANCE OF 677.31', TO A 1/2" IRON PIN FOUND AT THE NORTHEAST CORNER OF LOT 2, THE RICHARDS SUBDIVISION, A SUBDIVISION LOCATED IN WILLIAMSON COUNTY, TEXAS, RECORDED IN CABINET X, SLIDE 187 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, WHENCE A 1/2" IRON ROD FOUND FOR REFERENCE BEARS N24°22'15"E, A DISTANCE OF 5.38';

THENCE ALONG THE NORTH AND WEST LINES OF SAID LOT 2, THE EAST LINE OF SAID BLANN TRACT, AND HEREOF, THE FOLLOWING COURSES AND DISTANCES;
1) NORTH 86°37'24" WEST, A DISTANCE OF 576.64' TO A 1/2" IRON PIN FOUND FOR A REENTRANT CORNER HEREOF AND THE NORTHWEST CORNER OF SAID LOT 2,
2) SOUTH 13°19'40" EAST, A DISTANCE OF 461.96' TO A 1/2" IRON PIN WITH CAP "CUPLIN" FOUND AT THE NORTHEAST CORNER OF A CALLED 0.135 ACRE TRACT DESCRIBED IN DOCUMENT TO GEORGETOWN STORAGE, LP, RECORDED IN DOCUMENT NO. 2016061045 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS;

THENCE ALONG THE NORTH AND WEST LINES OF SAID 0.135 ACRE TRACT, AND THE EAST LINE HEREOF, THE FOLLOWING COURSES AND DISTANCES;
1) SOUTH 82°13'02" WEST, A DISTANCE OF 18.94' TO A 1/2" IRON PIN FOUND;
2) SOUTH 14°50'23" EAST, A DISTANCE OF 359.39' TO A 1/2" IRON PIN FOUND;
3) NORTH 74°58'59" EAST, A DISTANCE OF 4.70' TO A 1/2" IRON PIN WITH CAP "CUPLIN" FOUND;
4) SOUTH 14°02'13" EAST, A DISTANCE OF 383.00' TO A 1/2" IRON PIN FOUND ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHWAY 29, FOR THE SOUTHEAST CORNER OF SAID BLANN TRACT, AND HEREOF,

THENCE NORTH 89°51'05" WEST, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID HIGHWAY NO. 29, THE SOUTH LINE OF SAID BLANN TRACT, AND HEREOF, A DISTANCE OF 248.84' TO **THE POINT OF BEGINNING**, CONTAINING 12.45 ACRES, MORE OR LESS.

PLAT NOTES:
1. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THAT ACCEPTED IN CONNECTION WITH DRAINING OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMAIN WITH THE OWNERS.
2. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY: CITY OF GEORGETOWN.
SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY: OSSF
3. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUES FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE OF COMPLIANCE IS VALID UNTIL SUCH TIME AS FEMA OR THE COUNTY REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS VICINITY.
4. RURAL MAILBOXES SHALL BE SET THREE FEET FROM THE EDGE OF THE PAVEMENT OR BEHIND CURBS, WHEN USED. ALL MAILBOXES WITHIN COUNTY ARTERIAL RIGHT-OF-WAY SHALL MEET THE CURRENT TXDOT STANDARDS. ANY MAILBOX THAT DOES NOT MEET THIS REQUIREMENT MAY BE REMOVED BY WILLIAMSON COUNTY.
5. ALL SIDEWALKS WITHIN THIS SUBDIVISION ARE TO BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
6. DRIVEWAY MAINTENANCE WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER. IF OBSTRUCTIONS OCCUR WITHIN THE DRIVEWAY CULVERT, THE COUNTY RESERVES THE RIGHT TO CLEAR OBSTRUCTIONS THAT ARE CAUSING ADVERSE IMPACTS TO THE ROADWAY.
7. THIS TRACT IS LOCATED WITHIN THE EDWARD'S AQUIFER RECHARGE ZONE.
8. THIS SUBDIVISION IS SUBJECT TO STORM-WATER MANAGEMENT CONTROLS AS REQUIRED BY WILLIAMSON COUNTY SUBDIVISION REGULATIONS SECTION B11.1, ON NEW DEVELOPMENT THAT WOULD EVOKE SUCH CONTROLS BEYOND EXISTING CONDITIONS.
9. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
10. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH THE PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS AND REGULATIONS RELATING TO THE PLATTING AND DEVELOPMENT OF THIS PROPERTY.
THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, WILL CHANGE OVER TIME AND THE CURRENT EFFECTIVE FLOODPLAIN DATA TAKES PRECEDENCE OVER FLOODPLAIN DATA REPRESENTED ON THIS PLAT. IT IS FURTHER UNDERSTOOD THAT THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT MUST INSTALL AT THEIR OWN EXPENSE ALL TRAFFIC CONTROL DEVICES AND SIGNAGE THAT MAY BE REQUIRED BEFORE THE STREETS IN THE SUBDIVISION HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
11. THE LANDOWNER ASSUMES ALL RISKS ASSOCIATED WITH IMPROVEMENTS LOCATED IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS. BY PLACING ANYTHING IN THE RIGHT-OF-WAY OR ROAD WIDENING EASEMENTS, THE LANDOWNER INDEMNIFIES AND HOLDS THE COUNTY, IT'S OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENTS MAY BE REMOVED BY THE COUNTY AND THAT THE OWNER OF THE IMPROVEMENT SHALL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENT.
12. THIS PROPERTY WAS RELEASED FORM GEORGETOWN ETJ ON 04/23/2024 PER RESOLUTION NO. 042324-5D.



SHEET 01 OF 01

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	4.70	N74° 58' 59"E
L2	18.94	S82° 13' 02"W

LOT TABLE			
PARCEL #	AREA (AC.)	AREA (SF)	OWNER
1	8.03	349,786.8	CROSS CREEK COMMERCIAL PARK, LL (PART OF CONDO ASSOCIATION)
2	1.98	86,248.8	CROSS CREEK COMMERCIAL PARK, LL (PART OF CONDO ASSOCIATION)
3	2.45	106,722	TBN DEVELOPMENT, LLC

Henderson Professional Engineers
HPE Civil Engineering
600 ROUND ROCK WEST DRIVE, SUITE 604
ROUND ROCK, TX 78681
512.350.6228
PELS FIRM #F-22208
www.hendersonpe.com
WBE210166 | HUB 1853873845300

COUNTY PERMIT NUMBER 2024-734-COC

Plotted by: Harry, Plot date: 22/11/2024, File name: h:\02 projects\2023\230903 lott bros\07 Sheet\FP\230903 PRELIMINARY PLAT.dwg

Commissioners Court - Regular Session **31.**

Meeting Date: 12/17/2024

Summary and results of the Community-wide Survey

Submitted By: Connie Odom, Public Information Office

Department: Public Information Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on receiving the results of the community-wide survey conducted by ETC Institute.

Background

Williamson County contracted with ETC Institute to conduct the county's first community-wide survey in January 2024. The survey was initiated as part of the county's Strategic Plan in order to solicit feedback from the community. ETC's Ryan Murray will present the results of the survey, completed by 1,262 residents for a 95% level of confidence.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ETC Institute County Survey Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/10/2024 02:34 PM
Form Started By: Connie Odom		Started On: 11/22/2024 03:32 PM
Final Approval Date: 12/10/2024		



2024 Williamson County Community Survey Findings

Presented by ETC Institute

December 17, 2024

Who We Are

ETC Institute is the Nation's leading provider of market research for local governments

Since 2012, ETC Institute has surveyed more than 4,000,000 people in more than 1,200 communities around the world



Our Mission

For more than 40 years, our mission has been to help local governments gather and use survey data to make better decisions

Our Goal

To provide an objective assessment that community leaders can depend on to make data-driven decisions to improve the lives of residents

Agenda

01. Perceptions
02. Benchmarks
03. Opportunities
04. Strategic Priorities
05. Additional Findings
06. Summary
07. Questions

2024 Community Survey

Purpose

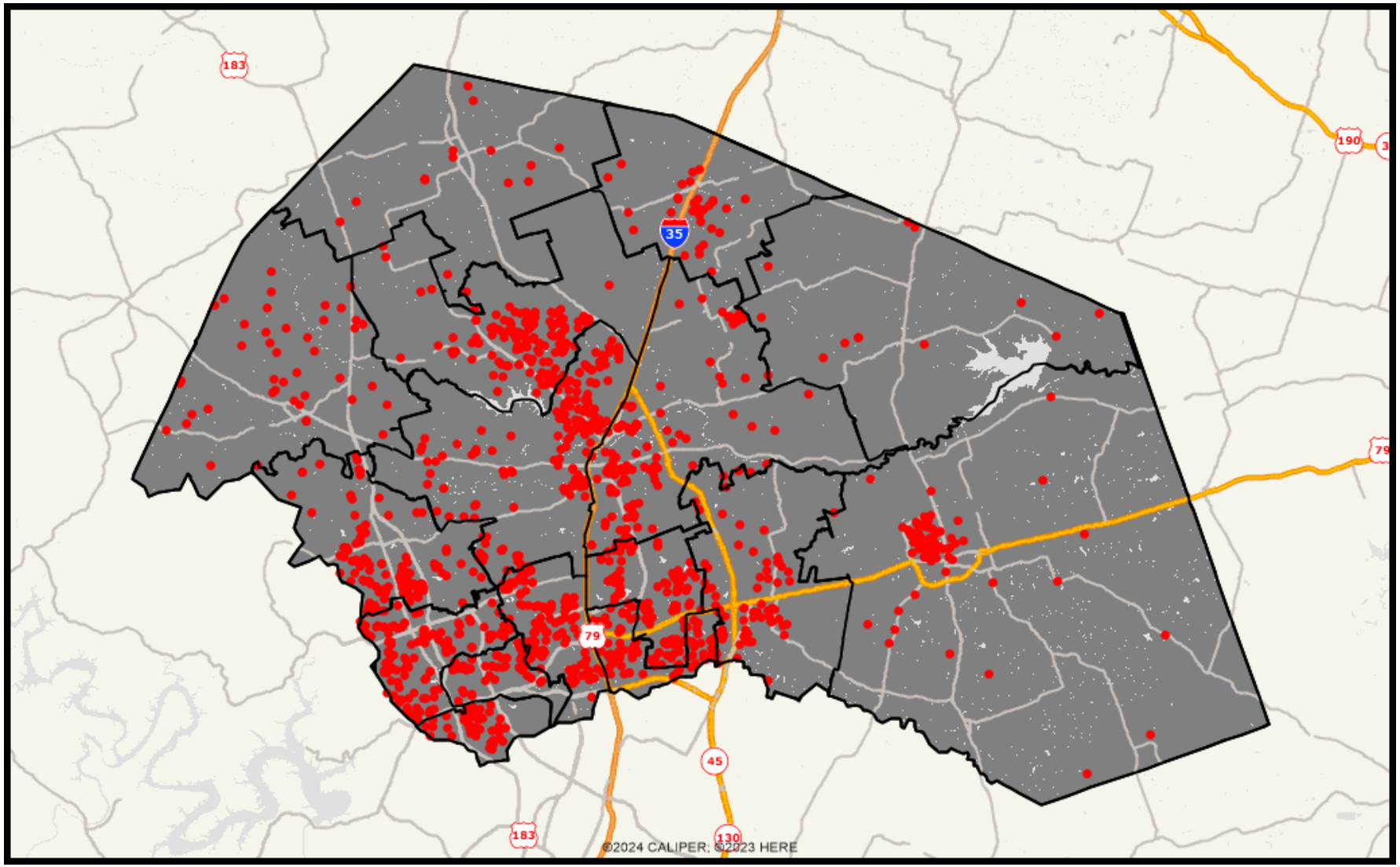
- To objectively assess satisfaction with the delivery of services and programs
- To gather input from residents to help County leaders set priorities
- To track the County's performance against other communities

Methodology

- Administered by mail, phone, and online with follow-ups by text, email, and social media to the random sample of residential addresses in Williamson County
- Sample designed to ensure results are statistically valid and representative
- 1,262 completed surveys were collected, MOE: +/-2.7 at 95% level of confidence

Location of Survey Respondents

(Boundaries by Zip Code)



What to Know



The County Received Top Marks in Public Safety

Benchmarking

Not only did overall feelings of safety top both US and Texas benchmarks, but public safety services such as EMS received top marks as well. The County is adequately addressing the important role that public safety services play in the overall quality of life ratings



Perceptions of the County are High

Perceptions

Overall quality of life ratings are very high (82% combined positive satisfaction) and the County received exceptionally high ratings when assessing the County as a place to live, work, retire, and raise children which were all rated above US and Texas averages



Opportunities for Improvement

Priorities for Improvement

Opportunities for improvement exist, but the County is well poised to address them. New road construction and safety improvements along with County road maintenance were top priorities based on the Importance-Satisfaction Analysis

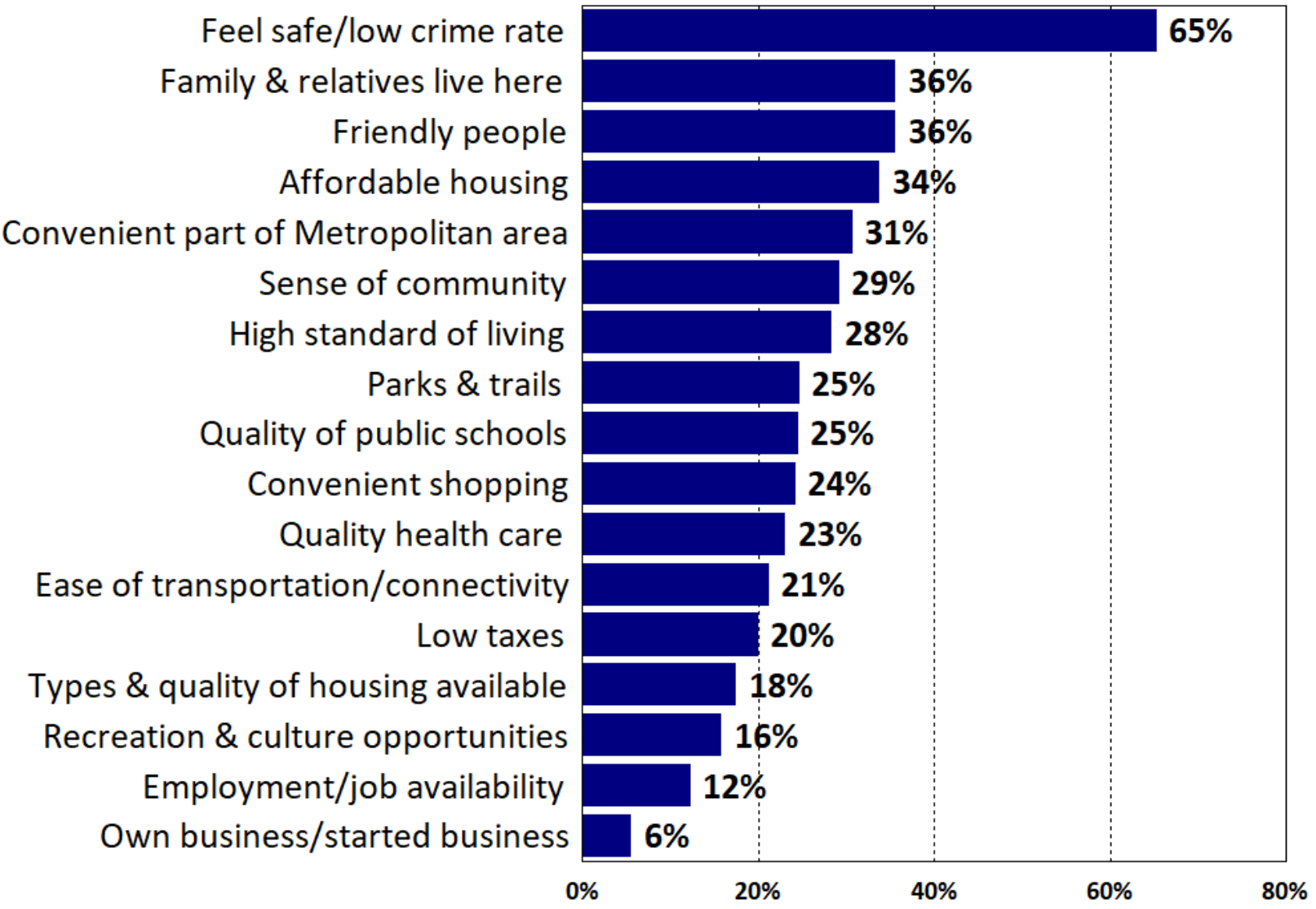
Perceptions

Residents in Williamson County have a positive perception of life and services in the County



Primary Reasons for Living in Williamson County Rather Than Elsewhere in the Austin Area

by percentage of respondents (multiple selections could be made)



Safety and Low Crime Rates Top the Reasons for Living in WilCo

63% of respondents also selected "feel safe/low crime rate" when asked which of these are the MOST IMPORTANT reasons they would stay in WilCo over the next 10 years

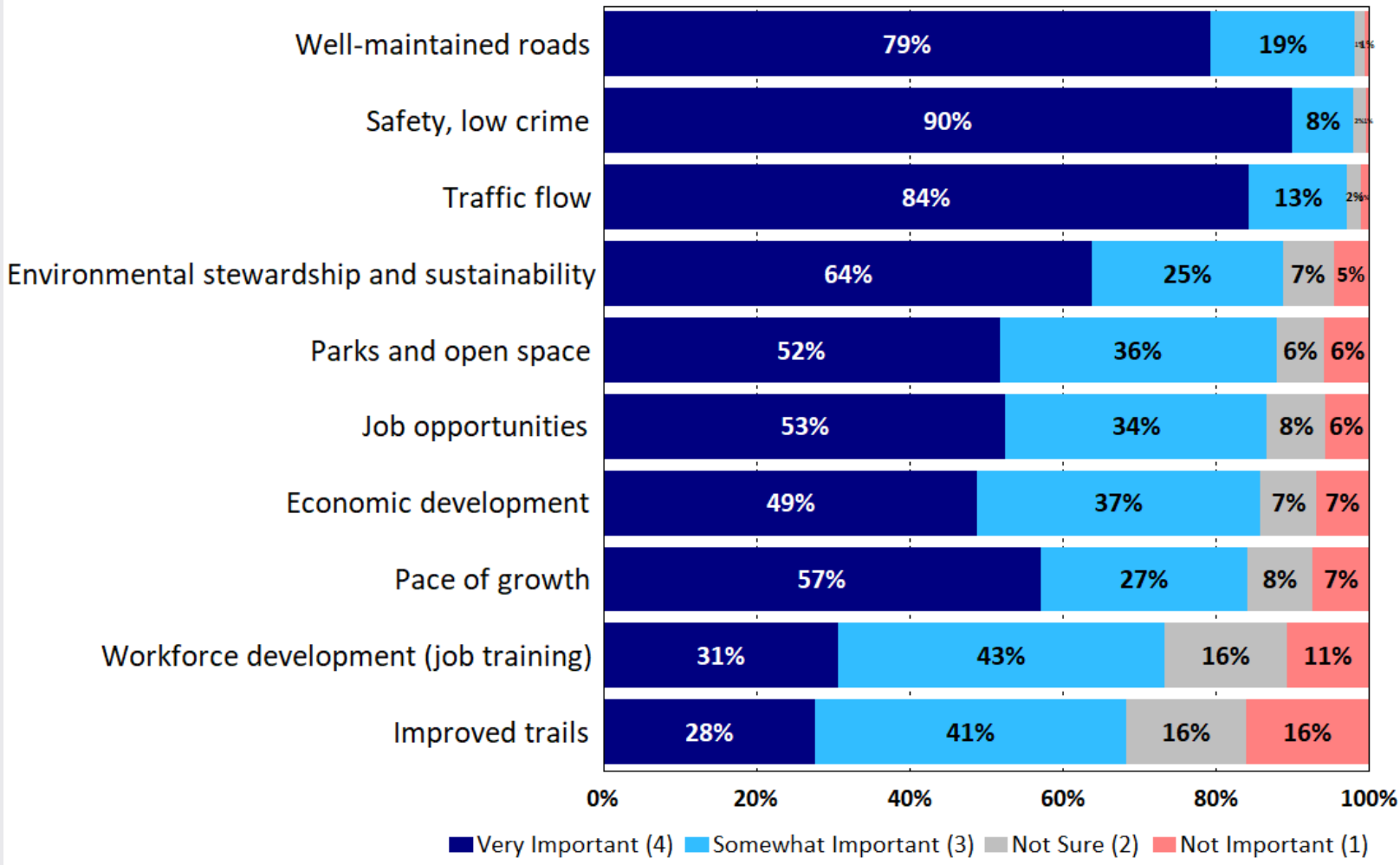
While Safety and Low Crime Is A Major Factor, Infrastructure Will Also Play a Role in Your Continued Success

Most respondents indicated "well-maintained roads," "safety, low crime," and "traffic flow" are the most important items to the overall quality of life in the County over the next 20 years

"Safety, low crime" and "traffic flow" were selected by respondents to be the County's top priorities over the next 5 years

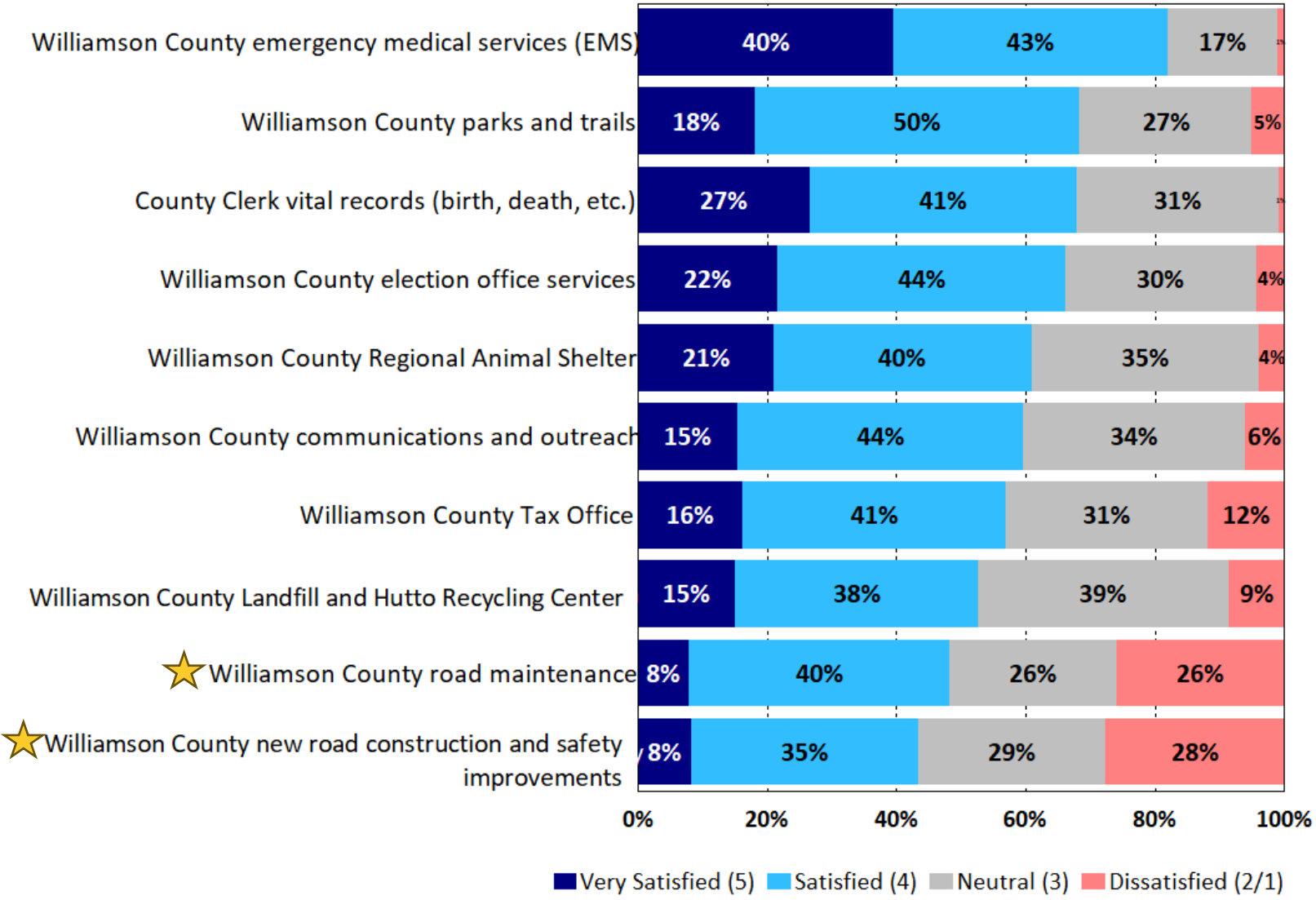
Importance of the Following to the Overall Quality of Life in Williamson County Over the Next 20 Years

by percentage of respondents



Overall Satisfaction With County Services

by percentage of respondents (excluding don't knows)



Overall Satisfaction with Core Services is Strong

While core services like EMS, Parks, Vital Records all received top marks, infrastructure and road construction related items received higher levels of dissatisfaction

The County performed significantly above the US and Texas averages in all four of the areas that were comparable to ETC Institute's Benchmarking Database

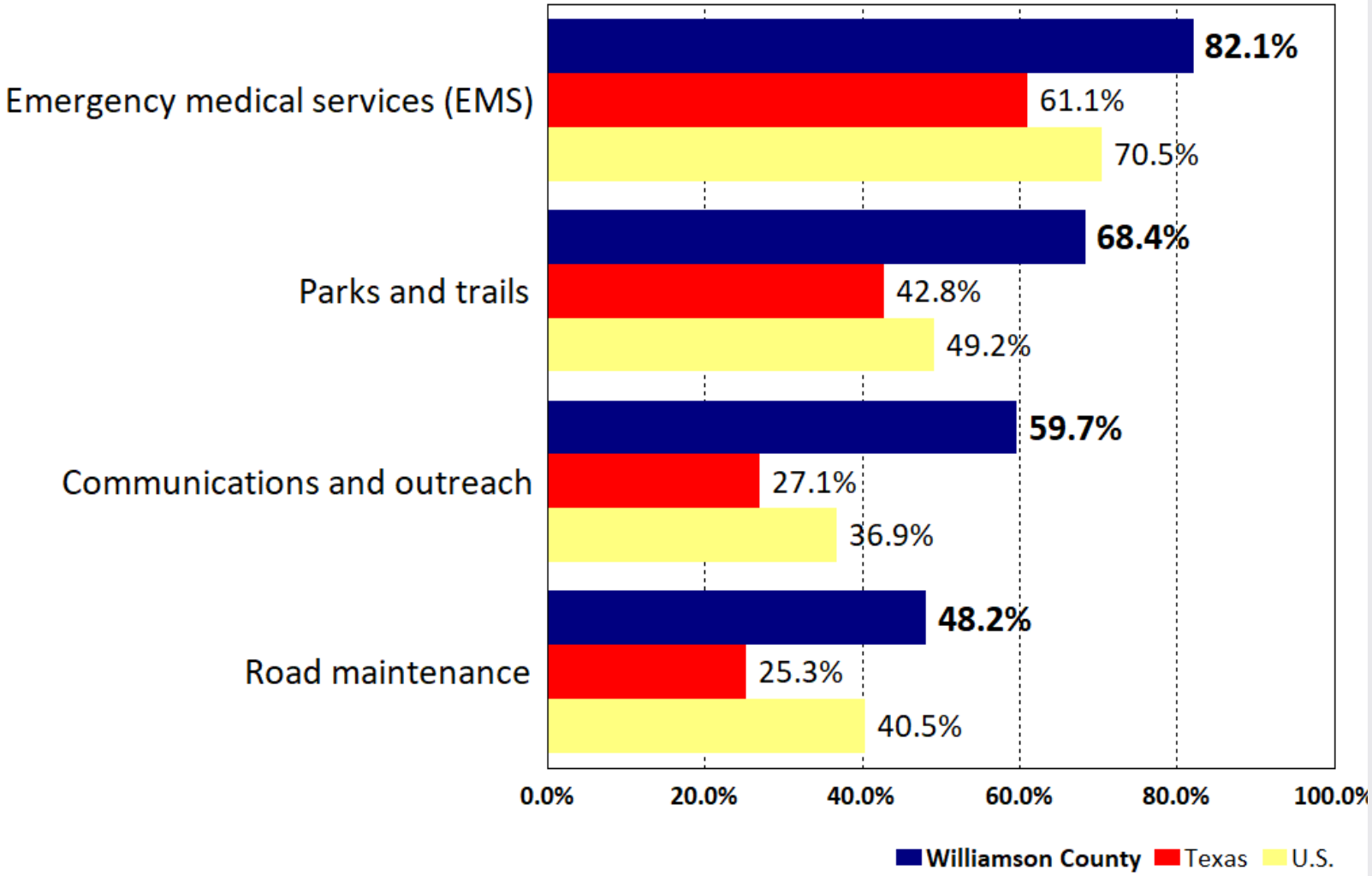
Benchmarks



How the County's results compare to US and Texas Averages

Satisfaction with County Services

by the sum percentage of respondents who gave a rating of either very satisfied or satisfied (excluding don't know responses)

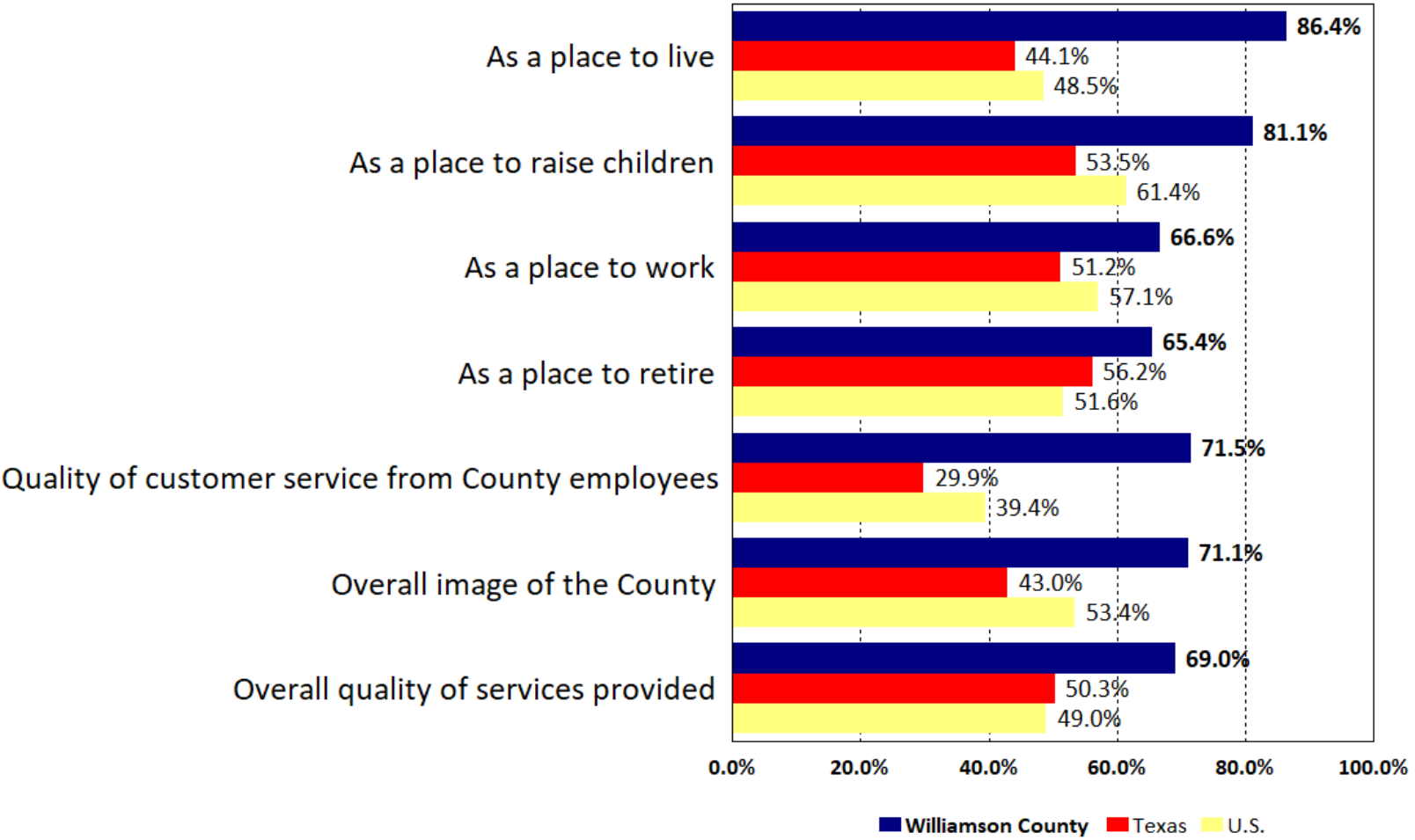


All Areas Assessed Were Significantly Higher Than US and Texas Averages

Significant differences are those that exceed the 2.7% margin of error

Satisfaction with Perceptions

by the sum percentage of respondents who gave a rating of either very satisfied or satisfied (excluding don't know responses)

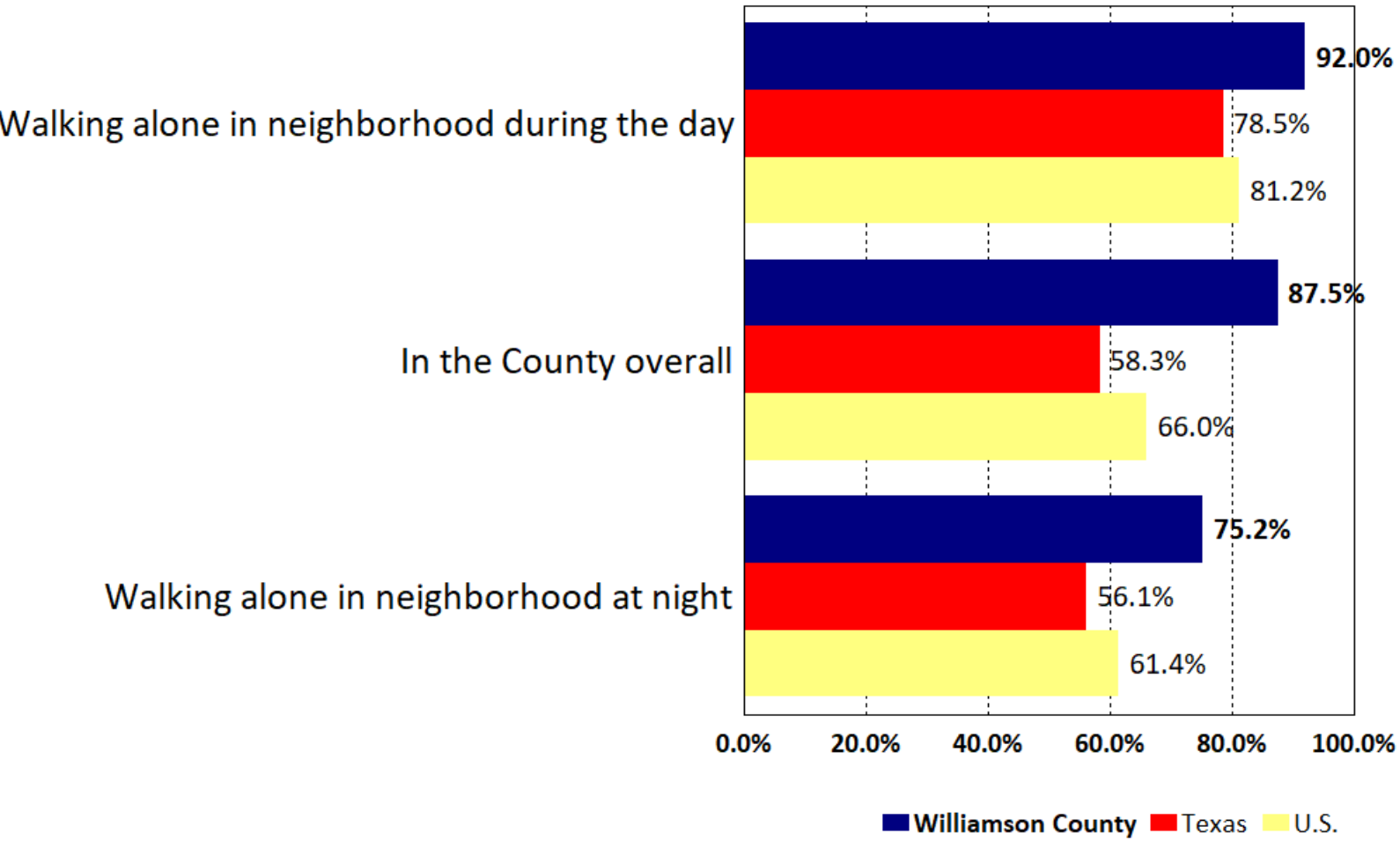


All Areas Assessed Were Significantly Higher Than US and Texas Averages

Significant differences are those that exceed the 2.7% margin of error

Perceptions of Safety in the County

by the sum percentage of respondents who gave a rating of either very safe or safe (excluding don't know responses)

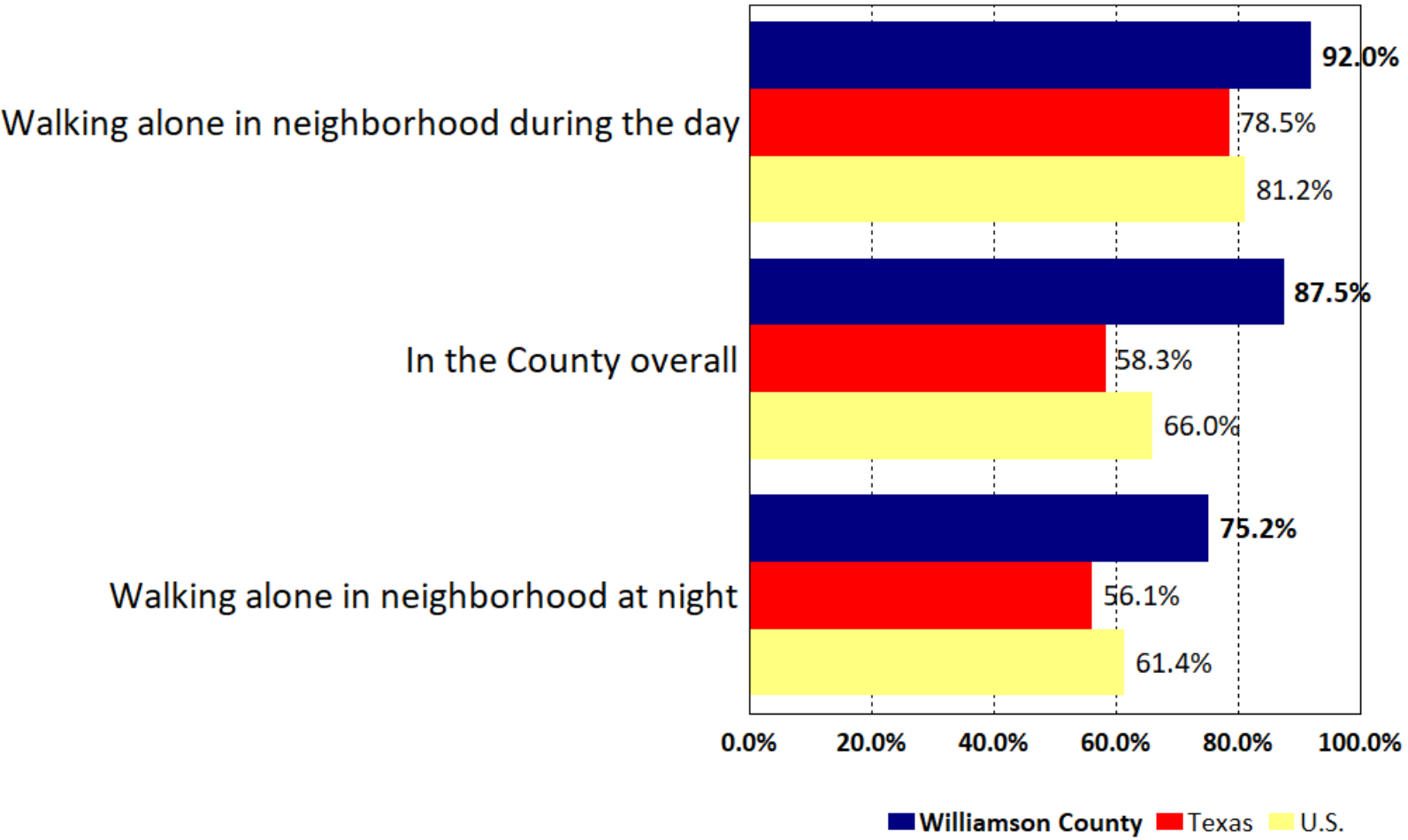


All Areas Assessed Were Significantly Higher Than US and Texas Averages

Significant differences are those that exceed the 2.7% margin of error

Satisfaction with Public Safety Services

by the sum percentage of respondents who gave a rating of either very satisfied or satisfied (excluding don't know responses)



All Areas Assessed Were Significantly Higher Than US and Texas Averages

Significant differences are those that exceed the 2.7% margin of error

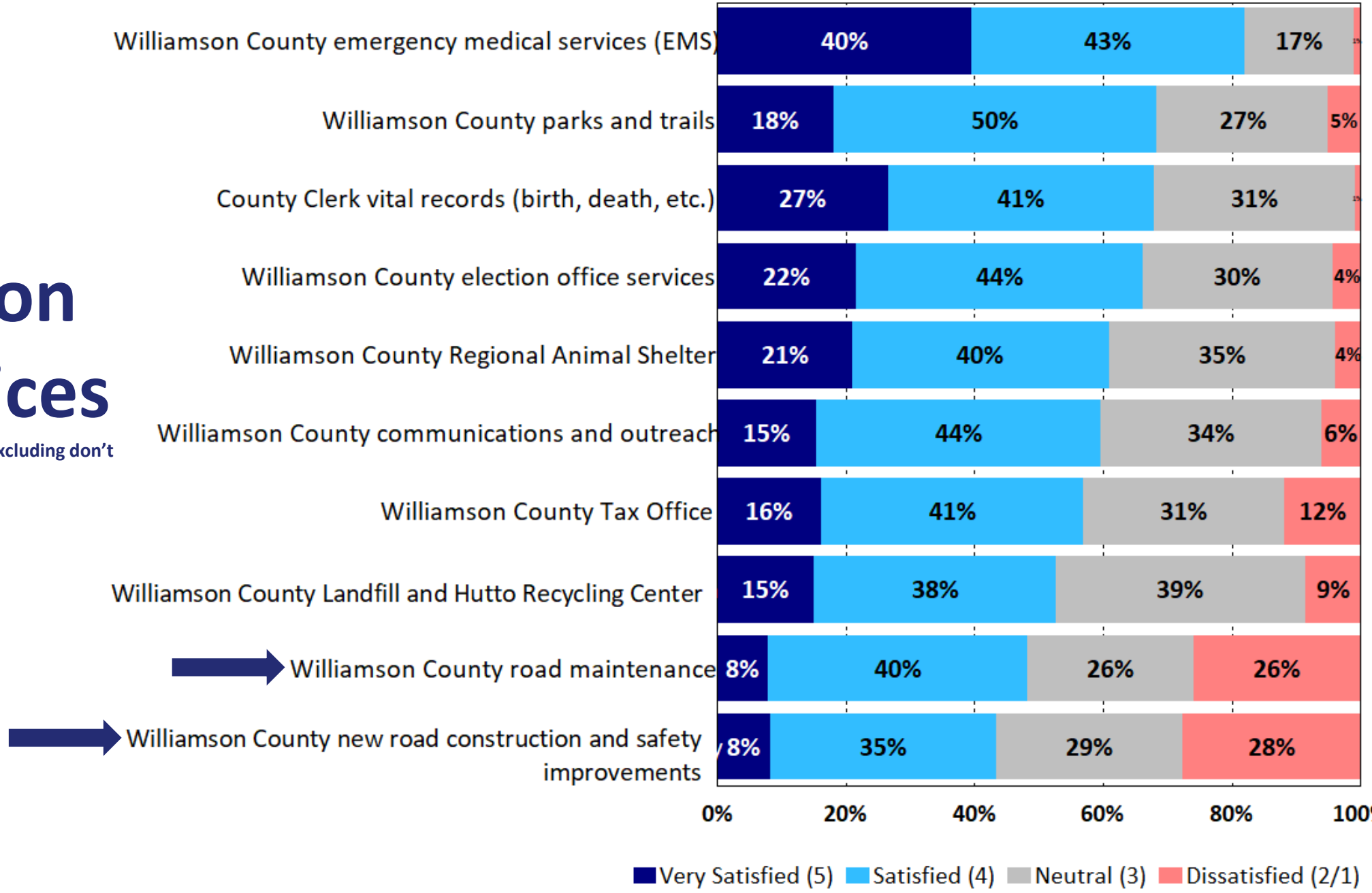
Opportunities



The survey is specifically designed to develop priorities for County leaders through the Importance-Satisfaction Analysis

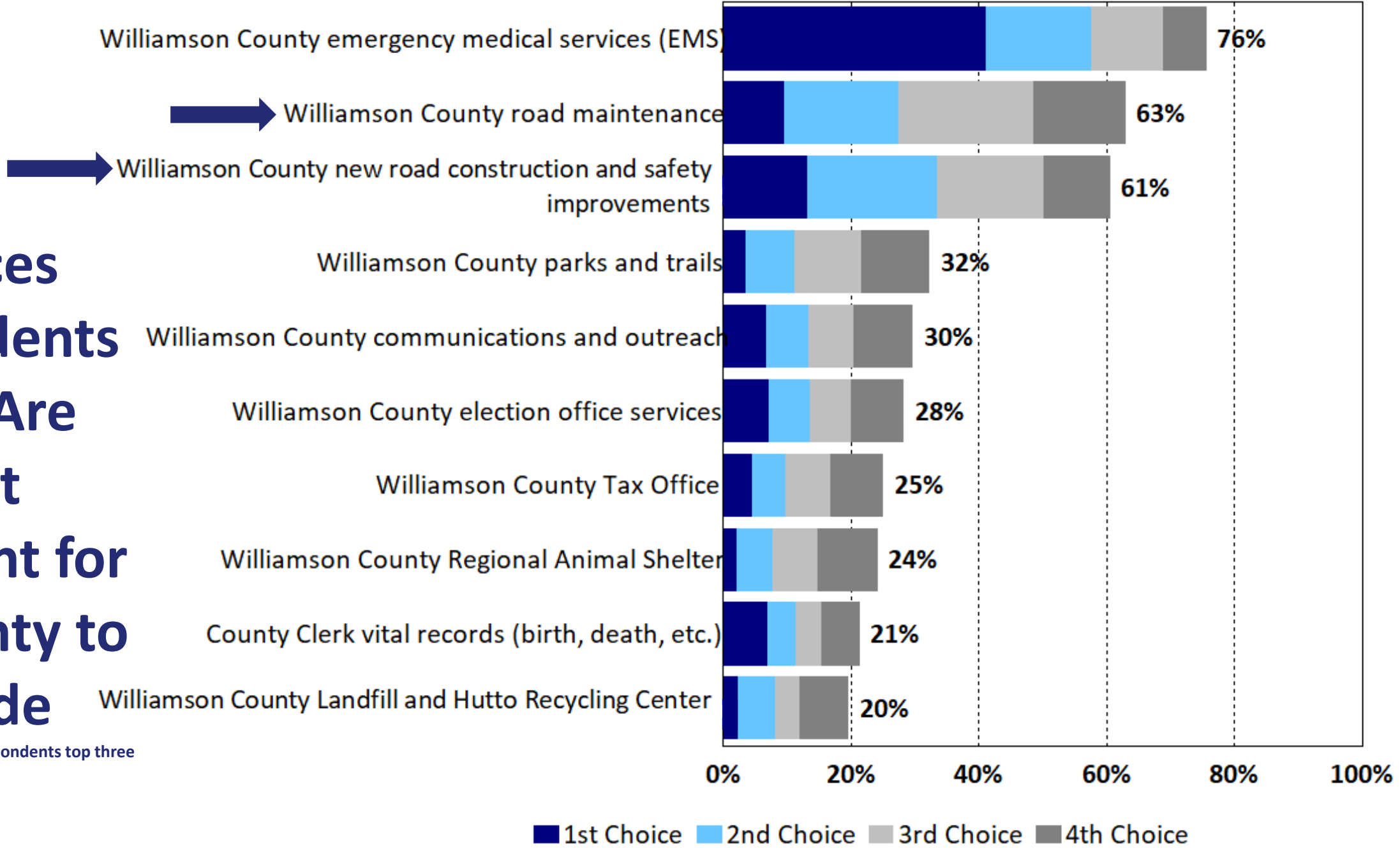
Overall Satisfaction With Services

by the sum percentage of respondents (excluding don't know responses)



Services Respondents Think Are Most Important for the County to Provide

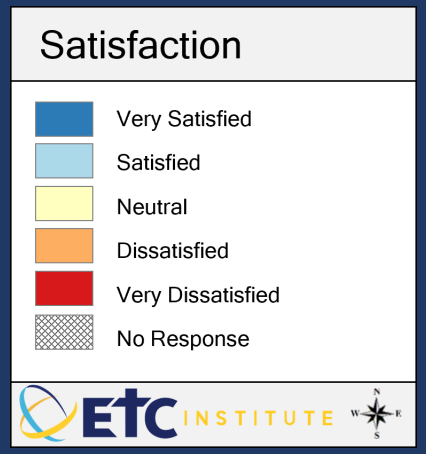
by the sum percentage of respondents top three choices

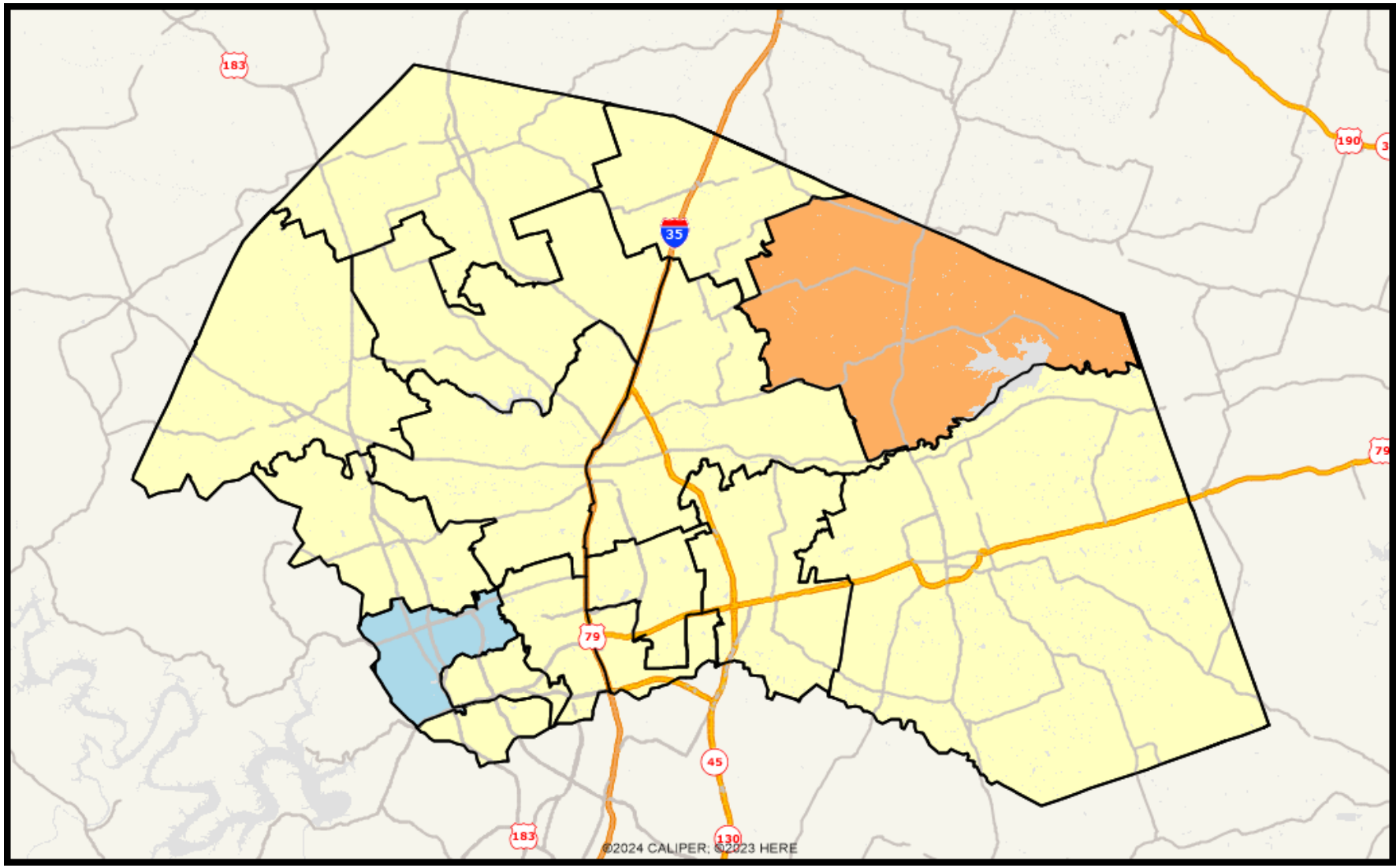


New Road Construction and Safety Improvements

This area was determined to be the top priority for improvement based on the Importance-Satisfaction Analysis

Areas shaded in orange show where residents are most dissatisfied, areas shaded in yellow are “neutral” ratings while blue areas show general levels of positive satisfaction

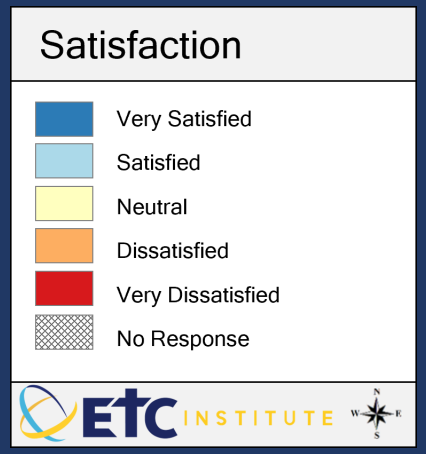


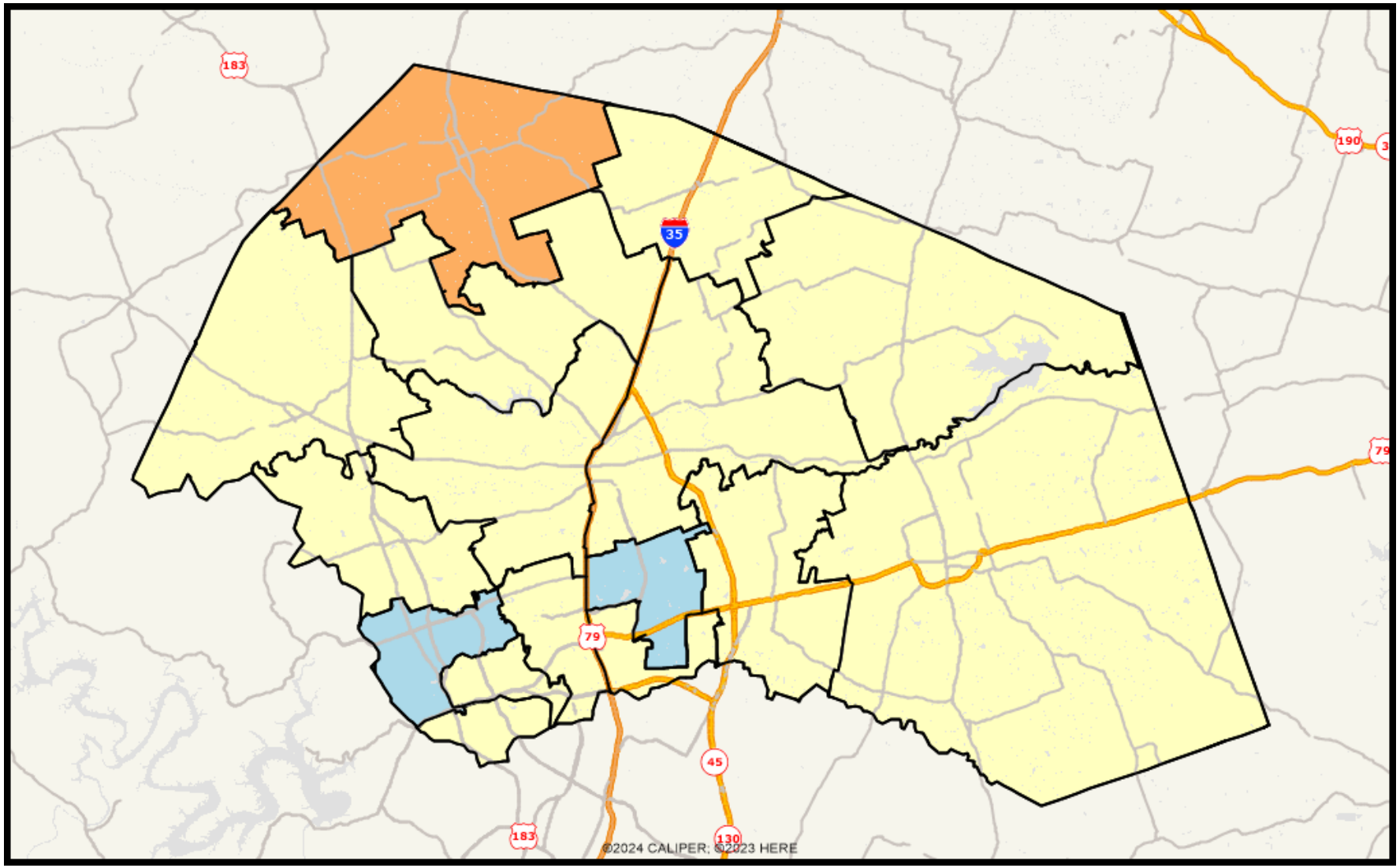


County Road Maintenance

This area was determined to be the second highest priority for improvement based on the Importance-Satisfaction Analysis

Areas shaded in orange show where residents are most dissatisfied, areas shaded in yellow are “neutral” ratings while blue areas show general levels of positive satisfaction





2024 Importance-Satisfaction Rating
Williamson County, TX
Overall County Services

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Williamson County new road construction and safety improvements	61%	3	43%	10	0.3430	1
Williamson County road maintenance	63%	2	48%	9	0.3263	2
Williamson County emergency medical services (EMS)	76%	1	82%	1	0.1355	3
Williamson County communications and outreach	30%	5	60%	6	0.1201	4
Williamson County Tax Office	25%	7	57%	7	0.1082	5
Williamson County parks and trails	32%	4	68%	2	0.1021	6
Williamson County election office services	28%	6	66%	4	0.0959	7
Williamson County Regional Animal Shelter	24%	8	61%	5	0.0946	8
Williamson County Landfill and Hutto Recycling Center	20%	10	53%	8	0.0934	9
County Clerk vital records (birth, death, etc.)	21%	9	68%	3	0.0685	10

2024 Importance-Satisfaction Rating
Williamson County, TX
Parks and Recreation

Category of Service	Most Important %	Most Important Rank	Satisfaction %	Satisfaction Rank	Importance-Satisfaction Rating	I-S Rating Rank
Overall feeling of safety in WilCo parks	50%	1	71%	2	0.1452	1
Quality & availability of restrooms in WilCo parks	29%	4	57%	8	0.1260	2
Quality & availability of open space/natural areas	36%	2	71%	3	0.1056	3
Quality & availability of WilCo parks	29%	3	72%	1	0.0835	4
Quality & availability of WilCo trails	26%	5	70%	4	0.0767	5
Quality/availability of playgrounds in WilCo parks	19%	6	68%	5	0.0604	6
Quality & availability of overnight camping	6%	10	35%	12	0.0411	7
Quality & availability of group rental facilities	8%	8	55%	10	0.0375	8
Ease of use of on-line park facility reservation system, ActiveNet	8%	7	56%	9	0.0369	9
Quality of customer service with Parks Dept. staff	8%	9	62%	6	0.0312	10
Quality & availability of WilCo Exposition Center	5%	11	52%	11	0.0234	11
Quality & availability of the Quarry Splash Pad	3%	12	61%	7	0.0131	12

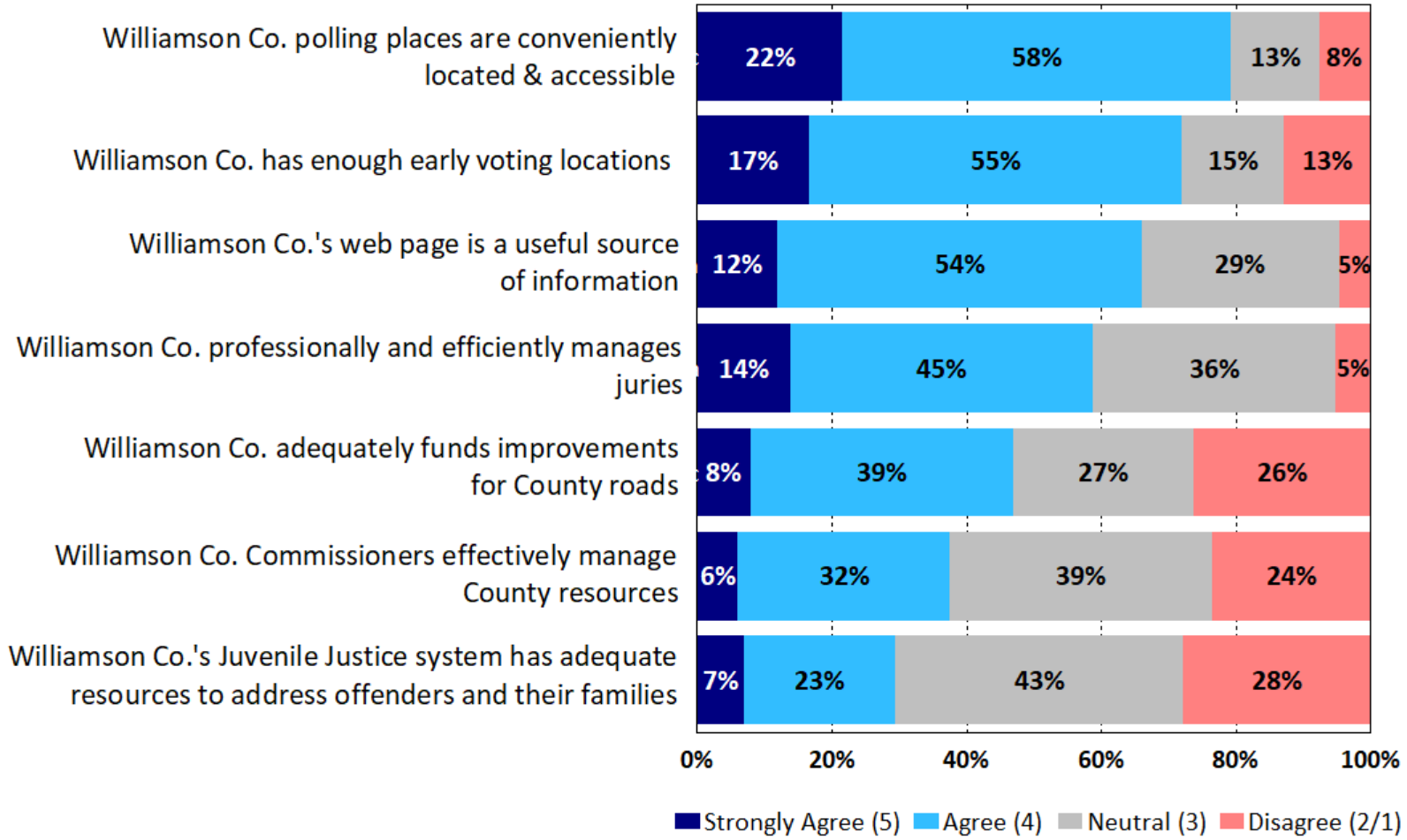
Strategic Priorities

How do the County's Strategic Priorities Support Opportunities for Improvement



Agreement with the Following Statements Regarding County Government

by percentage of respondents (excluding don't know)



Resource Management and Road Improvements

Two of the items that received higher levels of 'disagree' responses from respondents are directly related to some of our top priorities identified by the Importance-Satisfaction Analysis

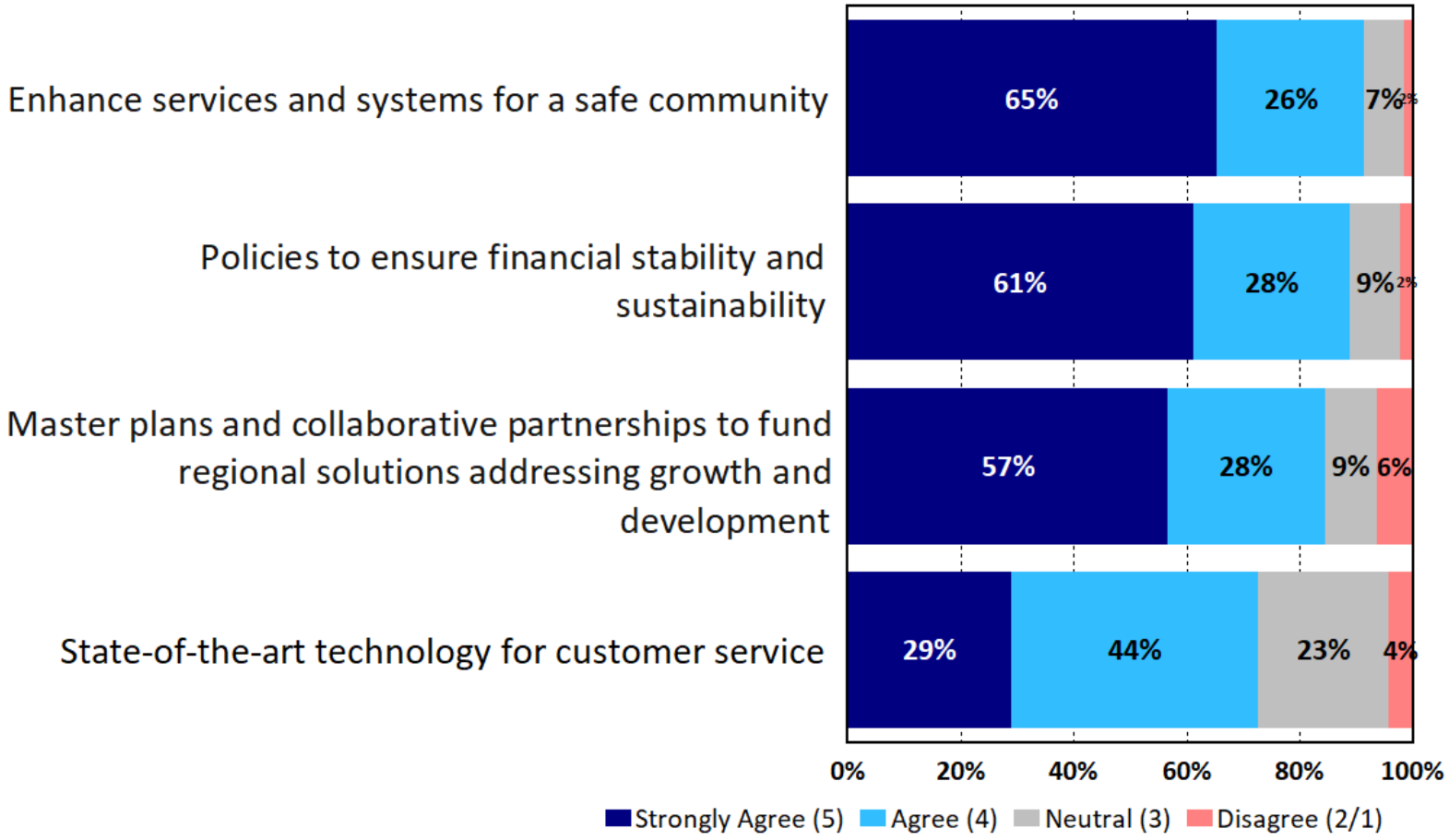
These are the two most important statements to respondents in a follow-up forced ranking question

County Leaders Are On-Track and Are Aligned with Community Priorities

While safety is not a priority for improvement, but rather a strength of the county, respondents strongly believe that the County should explore policies to ensure financial stability and address growth and development which are related to some of our top opportunities for improvement

Agreement About Whether the Following Are Strategic Priorities

by percentage of respondents (excluding not provided)



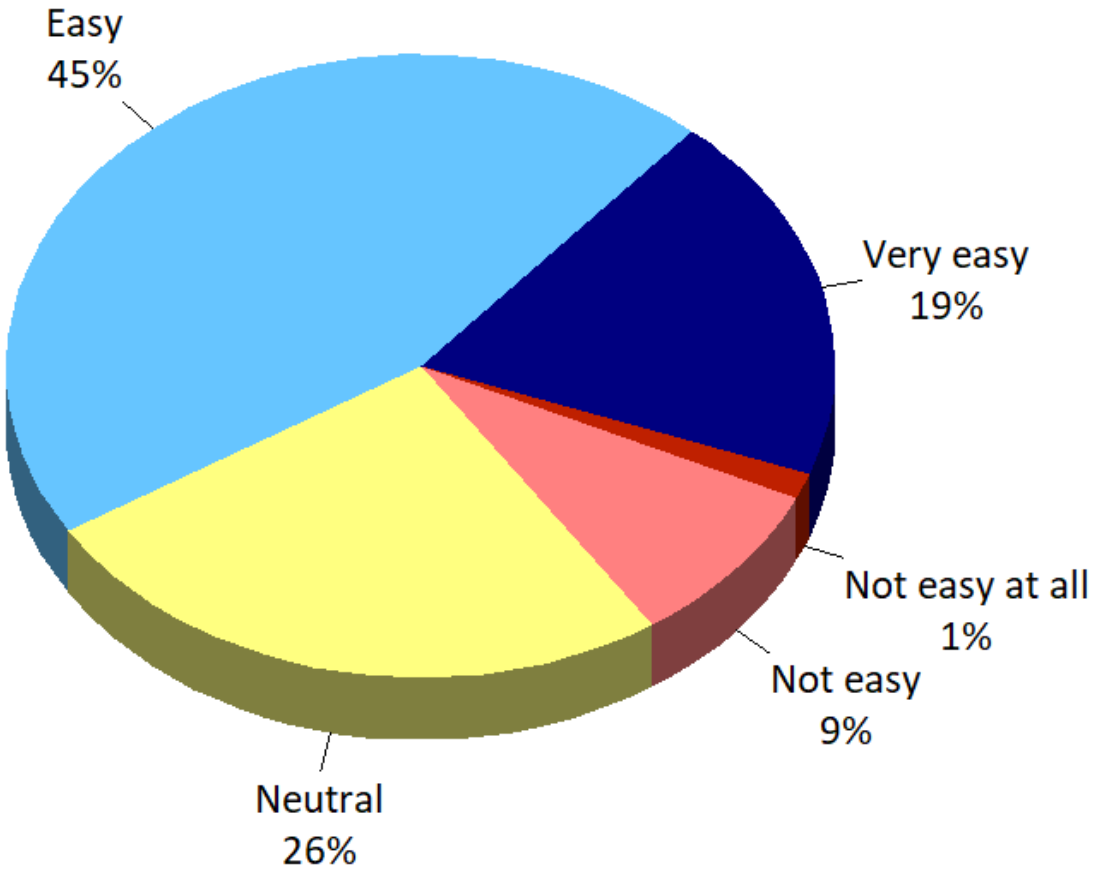
Additional Findings

Other findings from the 2024 survey results



How easy was it to find the information you were looking for on the County's website?

by percentage of respondents who visited the County's website during the past year (excluding not provided)

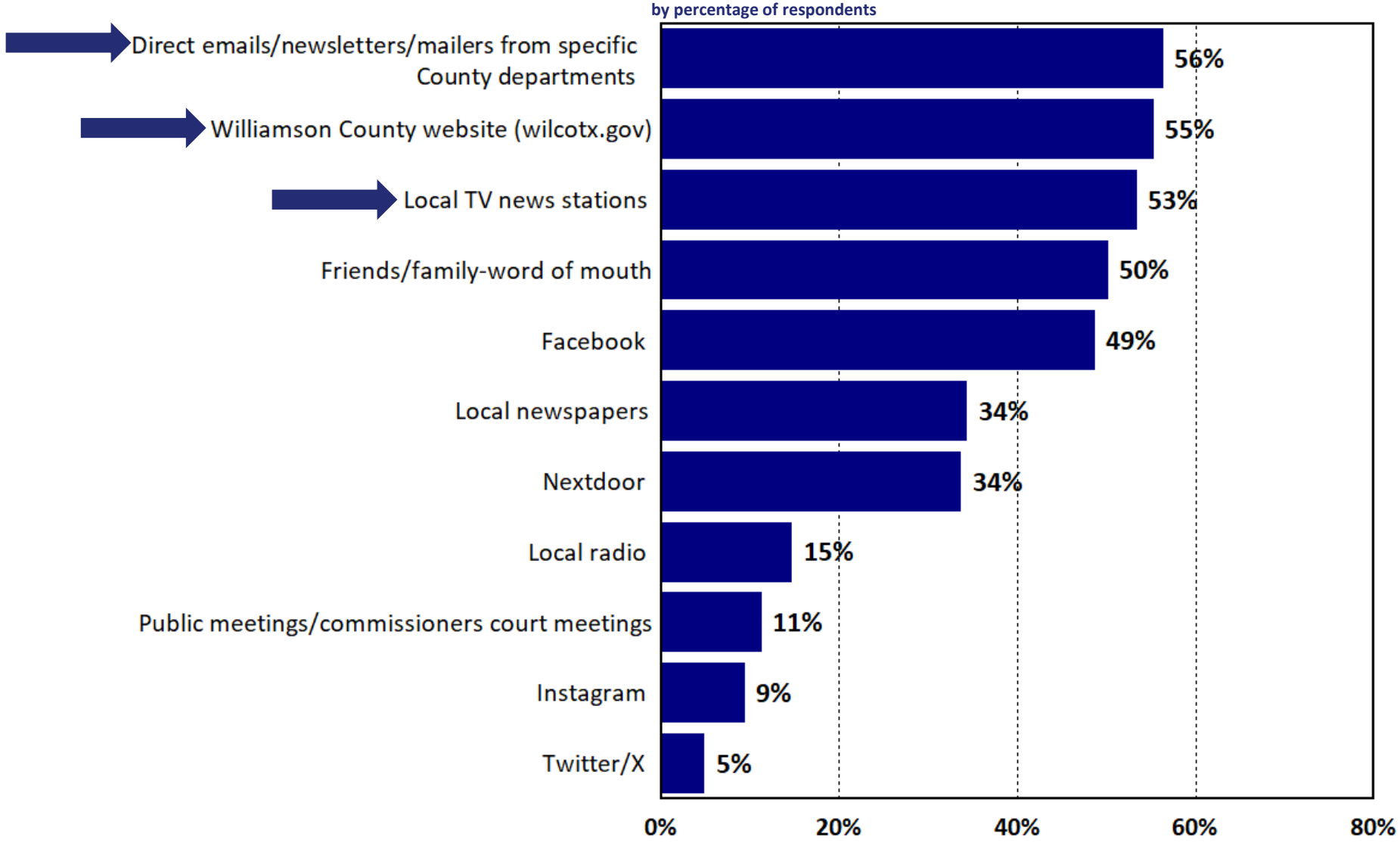


Most Respondents Rely on the County's Website

77% of respondents indicated they have visited the County's website during the past year

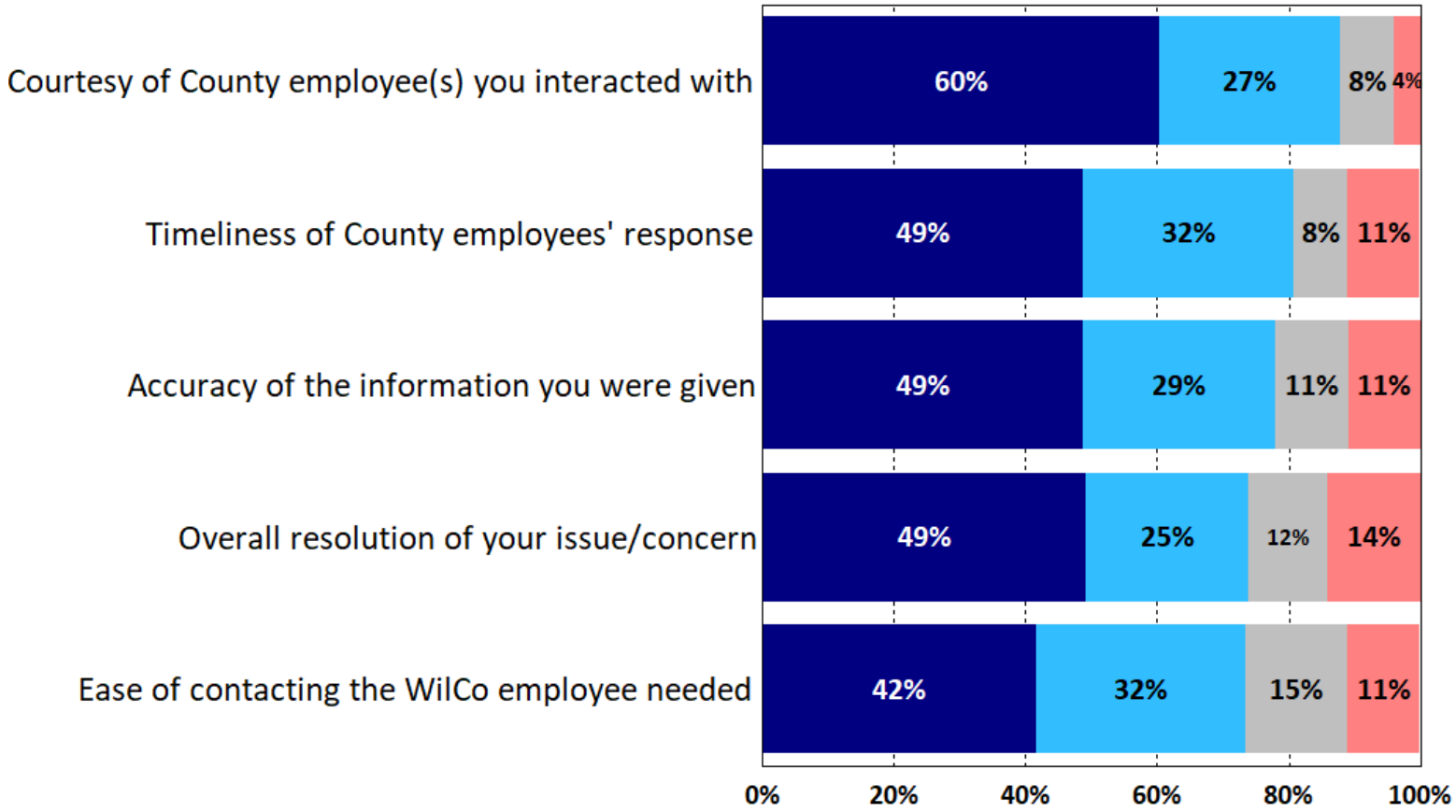
The website is also among the most used and preferred sources of information in the County

Sources Used to Learn About Williamson County News, Events, and to Get Other County Information



Satisfaction with Experience Interacting with County Departments

by percentage of respondents who have contacted the county during the past year (excluding don't know)

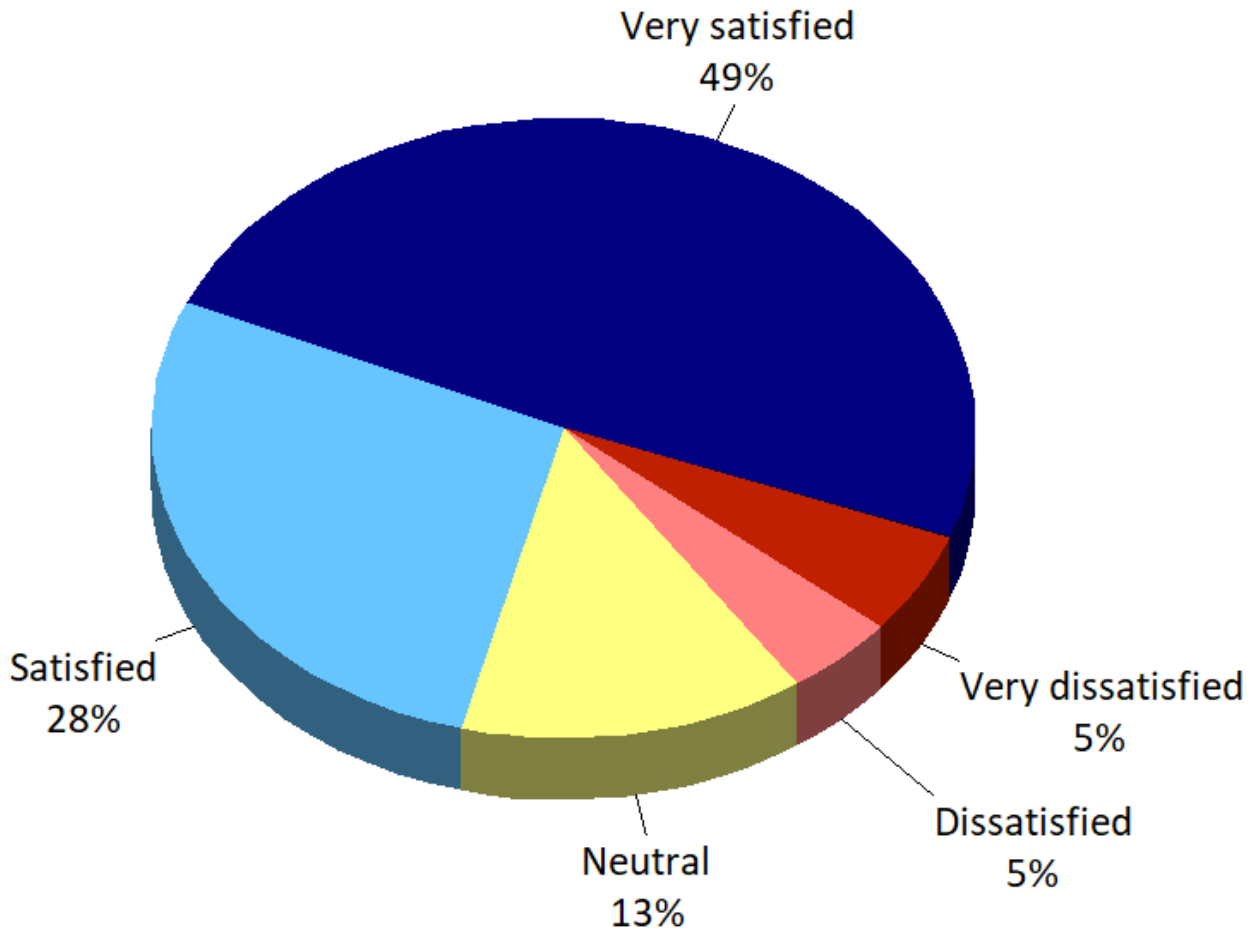


County Staff are Providing Exceptional Customer Service

Of the 37% of respondents who have contacted the County within the past year, 36% contacted the County in-person, 20% by email, and 43% contacted the County by Phone

Overall, how satisfied are you with your most recent interaction with the Williamson County Sheriff's Office?

by percentage of respondents who have contacted the Sheriff's Office during the past year (excluding don't know)



The County's Sheriff's Department is Also Providing Great Service

Of the 16% of respondents who have contacted the County's Sheriff's Office within the past year, 34% requested assistance, 32% reported a crime, 29% had an interaction at a community event, 22% interacted with Animal Control, 11% were part of a criminal investigation, and 9% were part of a traffic stop

Summary

- The County received top marks in core areas that have a major impact on overall quality of life ratings

- Perceptions of the community are positive, and respondents indicated that public safety and infrastructure will play a crucial role in your continued success

- Opportunities for improvement exist but the County is well poised to address areas that are already part of the County's strategic priorities



Questions?

Thank you!

Get In Touch

725 W Frontier Lane, Olathe, KS

913–829-1215

ETCinstitute.com

Ryan.Murray@etcinstitute.com

Commissioners Court - Regular Session **32.**

Meeting Date: 12/17/2024

Distribution of funds for the Hutto Education Foundation

Submitted For: Russ Boles **Submitted By:** Kelley Hernandez, Commissioner Pct. #4

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on the distribution of funds for the Hutto Education Foundation.

Background

Fiscal Impact

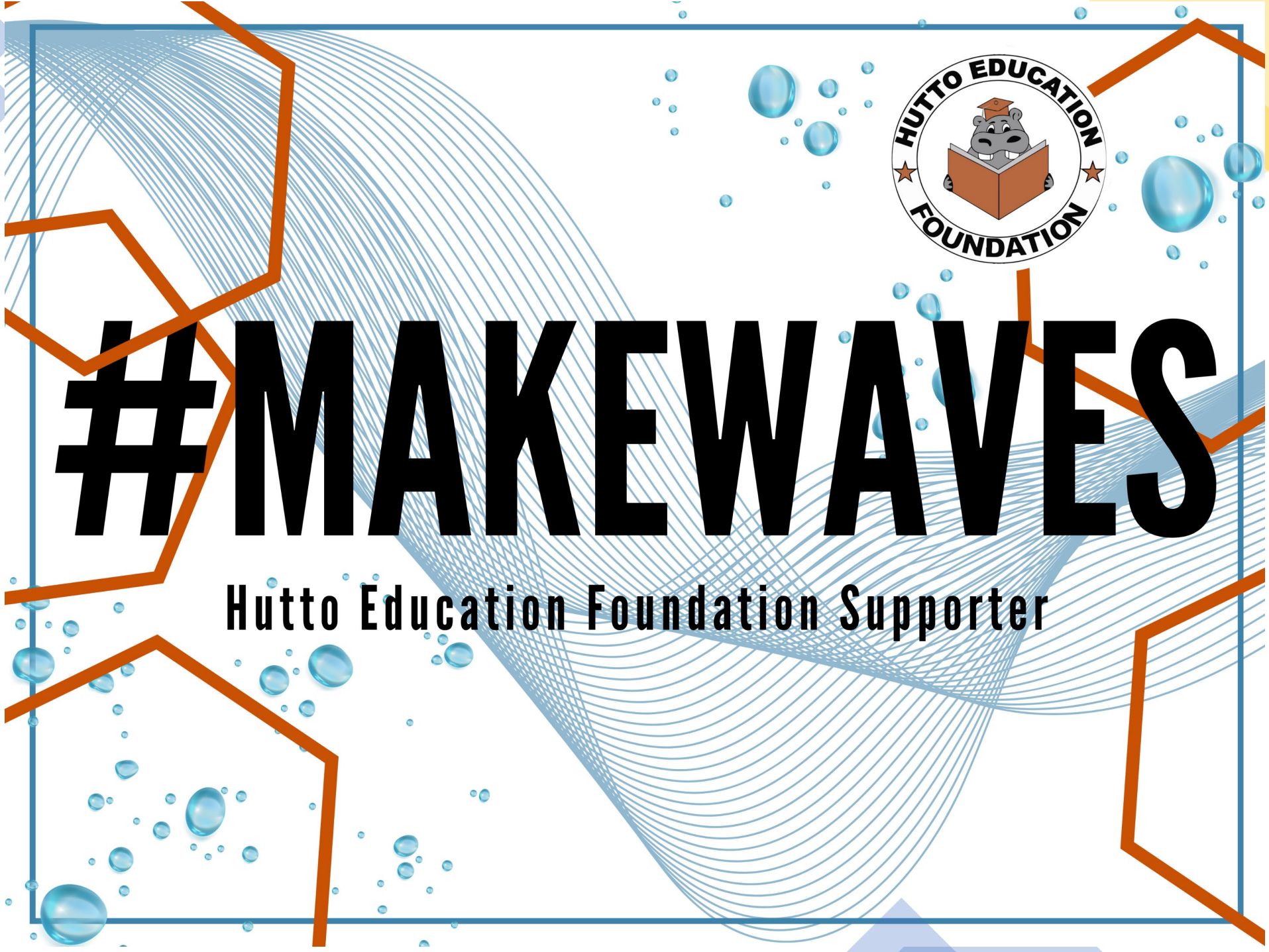
From/To	Acct No.	Description	Amount

Attachments

December 2024 HEF Wilco Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/02/2024 04:04 PM
Form Started By: Kelley Hernandez		Started On: 11/25/2024 10:10 AM
Final Approval Date: 12/02/2024		


HUTTO EDUCATION FOUNDATION
#MAKEWAVES
Hutto Education Foundation Supporter

Hutto Education Foundation Endowment Update – December 2024

Funding Update and Request for December 2024

Endowment History

- Hutto Education Foundation was established in 2006. Our mission is to partner with Hutto ISD to enrich, enhance, and maximize the quality of education by providing grants & scholarships to teachers, staff and students.
- The Solid Waste Founding Agreement with WILCO was established in 2011. Since 2015, all funds donated have gone to our Endowment Fund.
- Commissioner Ron Morrison was a passionate supporter of higher education. His vision was to see our organization grow our endowment to $1 million to provide a forever fund for students in Hutto ISD.

Scholarships for HHS Seniors

Endowment: The objective of this endowment is to utilize the earnings on invested funds to create scholarships, enabling our students to pursue education at either a 2-year or 4-year college, university, or an accredited technical school. We established the endowment in 2011 and have seen significant advancement thanks to the consistent deposits from YOU over the years!



2023-2024 School Year

HEF awarded:

- 14 Hutto High School graduating senior scholarships at $22,000
- Wayne Gonzalez Memorial Scholarship to one recipient - $500
- Hutto Rotary Scholarship to one recipient - $500
- 10 returning scholarship recipients at $8,000





Hutto Education Foundation Scholarship

with the TSTC Foundation

In October 2023, HEF and the TSTC Foundation modified the original scholarship MOU. The Hutto Education Foundation Scholarship was officially established in the amount of $6,000, and the agreement was executed. Terms of the agreement nullify the MOU but follow closely what was agreed upon from the beginning.

Eligibility criteria is as follows:

- Recipient must be enrolled at the TSTC Hutto campus and be a Hutto ISD graduate.
- Must be meeting a minimum 2.5 GPA.
- Must be in their 3rd semester at TSTC.

Recipient selection and awarding will be as follows:

- Recipient(s) will be selected upon completion of the online scholarship portal application.
- Scholarship awards will be made to the recipients' TSTC account.
- Award amount will be $1,000 ($500 per semester split between TSTC and HEF).

HEF Endowment Management

- Endowment Committee Members: Caleb Steed, Claudia Cardwell, Grant Seabourne, First Texas Trust, Jayson Feltner, Jeffri Orosco, Ryan Robison, Jill Rydell
- HEF Endowment Committee created an Agency Fund to hold the earnings that are pulled from the Endowment each year.
- For security in an ever-changing market, HEF has 5 years worth of scholarships ($35,000 for each year) in the Agency Fund.
  - Provides a safety net for when there are major downturns in markets
- Endowment Committee meets once a month to review statements and compliance.
- First Financial Trust (Portfolio Manager) joins Endowment Committee quarterly and HEF Board annually.
- $3,500 is being used for the audit every 2 years.
- Up to 10% of the funds collected in excess of the Minimum Annual Investment Amount will be put towards any partnerships with East Williamson County Higher Education Center (EWCHEC)

HEF Investments Monthly Summary

Oct-24	Initial Investment	Beg Balance	Interest/Dividend	M/V Change	Fees	Cont/With	Ending Balance	% Monthly Change
FFT	$ 1,915,059.05	$ 2,142,828.36	$ 3,778.70	($30,743.15)	($1,307.72)	$0.00	$ 2,114,556.19	-1.34%
HEF Endowment	$ 1,624,750.00	$ 1,721,480.43	$ 2,935.30	($24,746.02)	($1,032.20)	($90,000.00)	$ 1,608,637.51	-1.34%
HEF Agency	$ 191,309.05	$ 289,360.35	$ 683.05	($4,426.31)	($180.79)	$90,000.00	$ 375,436.30	-1.37%
HEF LTS	$ 77,000.00	$ 96,740.53	$ 139.89	($1,221.92)	($65.65)	$0.00	$ 95,592.85	-1.20%
Gonzalez Scholarship	$ 11,000.00	$ 12,430.81	$ 17.25	($148.13)	($7.36)	$0.00	$ 12,292.57	-1.12%
Rotary Foundation	$ 11,000.00	$ 22,816.24	$ 3.21	($200.77)	($21.72)	$0.00	$ 22,596.96	-0.97%

Sep-24	Initial Investment	Beg Balance	Interest/Dividend	M/V Change	Fees	Cont/With	Ending Balance	% Monthly Change
FFT	$ 1,924,059.05	$ 2,112,203.80	$ 6,545.55	$25,373.25	($1,294.24)	$0.00	$ 2,142,828.36	1.43%
HEF Endowment	$ 1,624,750.00	$ 1,696,676.08	$ 5,190.41	$20,632.17	($1,018.23)	$0.00	$ 1,721,480.43	1.44%
HEF Agency	$ 191,309.05	$ 285,537.17	$ 937.05	$3,068.32	($182.19)	$0.00	$ 289,360.35	1.32%
HEF LTS	$ 77,000.00	$ 95,327.51	$ 308.63	$1,169.42	($65.03)	$0.00	$ 96,740.53	1.46%
Gonzalez Scholarship	$ 11,000.00	$ 12,248.69	$ 39.43	$149.97	($7.28)	$0.00	$ 12,430.81	1.47%
Rotary Foundation	$ 20,000.00	$ 22,414.35	$ 70.03	$353.37	($21.51)	$0.00	$ 22,816.24	1.76%

Aug-24	Initial Investment	Beg Balance	Interest/Dividend	M/V Change	Fees	Cont/With	Ending Balance	% Monthly Change
FFT	$ 1,959,059.05	$ 2,114,911.58	$ 3,965.55	$ 29,623.91	($1,297.24)	($35,000.00)	$ 2,112,203.80	1.50%
HEF Endowment	$ 1,624,750.00	$ 1,670,698.62	$ 3,059.83	$23,927.36	($1,009.73)	$0.00	$ 1,696,676.08	1.53%
HEF Agency	$ 226,309.05	$ 316,280.57	$ 721.57	$3,728.96	($193.93)	($35,000.00)	$ 285,537.17	1.33%
HEF LTS	$ 77,000.00	$ 93,865.94	$ 142.65	$1,383.65	($64.73)	$0.00	$ 95,327.51	1.53%
Gonzalez Scholarship	$ 11,000.00	$ 12,062.42	$ 17.69	$175.83	($7.25)	$0.00	$ 12,248.69	1.52%
Rotary Foundation	$ 20,000.00	$ 22,004.03	$ 23.81	$408.11	($21.60)	$0.00	$ 22,414.35	1.83%

HEF Endowment Fund Overview

Initial Contribution	$20,000
November 2011	$22,500
December 2012	$26,250
June 2014	$87,000
October 2015	$86,500
October 2016	$91,500
December 2017	$146,500
December 2018	$146,500
December 2019	$166,500
October 2020	$175,000
November 2021	$200,000
November 2022	$225,000
April 2024	$250,000
TOTAL CONTRIBUTIONS	$1,643,250

Other HEF Programs

Along with our Annual Corporate Partners, Employee Giving Campaign and support from Friends, Family and Community members, HEF's programs are thriving and supporting the innovation that makes Hippo Nation a leading district.



Excellence In Education Teacher and Faculty Grants:

This year, HEF awarded 34 innovative grants totaling $129,000.

SPARK Mini Grants:

In January 2024, HEF was able to fund 32 Spark Grants totaling $8,700. The SPARK Mini Grant application is currently accepting applications for Jan 2025 delivery. We plan on awarding $5,000.





Student IMPACT Grants:

This year, HEF will award 8 Student IMPACT Grants totaling $4,700 later this week.









HEF Fund Request

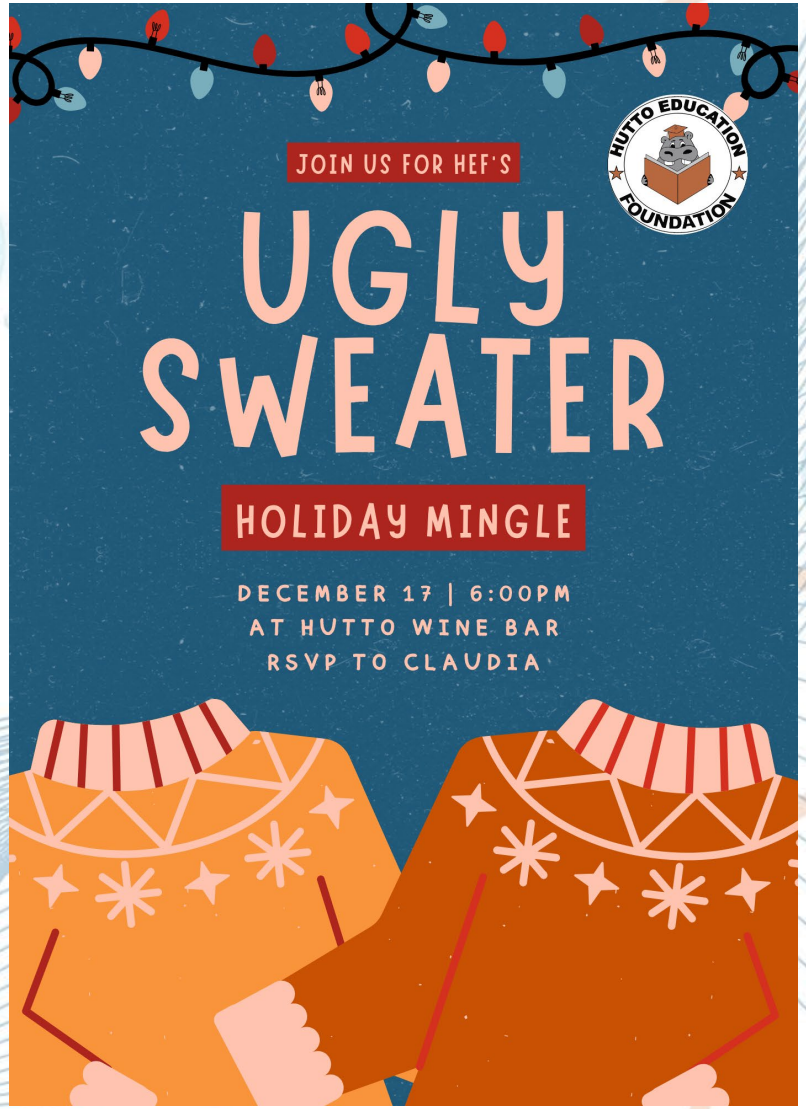
- For December 2024 Hutto Education Foundation is requesting $250,000.

HEF's GOAL

- To have perpetual scholarship funds that will impact Hutto ISD students forever
- To have the ability to continue providing opportunities to students & faculty members at the same rate our community is growing
- To continue shaping and nurturing the partnerships with East Williamson County Higher Education Center – TSTC and Temple College – for our Hutto ISD graduates

You're invited!





Thank you!

HUTTO EDUCATION FOUNDATION

Commissioners Court - Regular Session **33.**

Meeting Date: 12/17/2024

Opioid, Stimulant and Substance Use Grant

Submitted For: Cynthia Long **Submitted By:** Pierce Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on accepting a BJA FY24 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program grant Award Number 15PBJA-24-GG-04486-COAP in the amount of $1,600,000 from the Office of Justice Programs, Bureau of Justice Assistance for the "Expanding Evidence-Based Substance Use Treatment and Aftercare Services" project and approve Bluebonnet Trails Community Services for data collection and grant reporting.

Background

The purpose of this project is to reduce overdose fatalities and promote sustained recovery from substance use among Williamson County residents. Primary beneficiaries of the project include adults and adolescents in Williamson County who are experiencing or recovering from a substance-use disorder, especially individuals who are uninsured or underinsured. Secondary beneficiaries include their family members, employers, and the community. Proposed project activities include securing bed days at residential withdrawal management programs for individuals in crisis with an assessed medical need for this level of care; linking individuals graduating from these residential withdrawal management programs to ongoing treatment and recovery support; and ongoing participation in a Crisis Response Coalition. Expected annual outcomes include connecting 75–100 persons to residential withdrawal management facilities, and developing an aftercare plan for ongoing recovery support for at least 90% of those served to give them the best chance to avoid crisis relapse. Funds will also be used to ensure recovery support groups remain available to approximately 3,300 individuals per month through a minimum of 125 meetings per month. Williamson County will partner with Bluebonnet Trails Community Services (BTCS) and the Yellow House Foundation to provide residential withdrawal management programs. BTCS will identify the need and authorize bed days for uninsured/underinsured residents who demonstrate medical necessity for this level of care. The Yellow House Foundation will host 12-Step recovery support groups for persons graduating from residential withdrawal management programs, as well as others who wish to maintain their sobriety, share their experience, and ultimately offer hope to others.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Grant Award Package

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2024 10:50 AM
Form Started By: Pierce Kathy		Started On: 12/11/2024 09:53 AM
Final Approval Date: 12/11/2024		

Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Name and Address of Recipient:	WILLIAMSON COUNTY 710 S MAIN ST STE 301
City, State and Zip:	GEORGETOWN, TX 78626
Recipient UEI:	C4BDCBLYNND6

Project Title: Expanding Evidence-Based Substance Use Treatment and Aftercare Services	**Award Number:** 15PBJA-24-GG-04486-COAP
Solicitation Title: BJA FY24 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program	
Federal Award Amount: $1,600,000.00	**Federal Award Date:** 11/15/24
Awarding Agency: Office of Justice Programs Bureau of Justice Assistance **Funding Instrument Type:** Grant	
Opportunity Category: D **Assistance Listing:** 16.838 - Comprehensive Opioid, Stimulant, and other Substances Use Program	
Project Period Start Date: 10/1/24	**Project Period End Date:** 9/30/27
Budget Period Start Date: 10/1/24	**Budget Period End Date**: 9/30/27

Project Description:

Williamson County seeks to implement the Expanding Evidence-Based Substance Use Treatment and Aftercare Services project. The purpose of this project is to reduce overdose fatalities and promote sustained recovery from substance use among Williamson County residents. Primary beneficiaries of the project include adults and adolescents in Williamson County who are experiencing or recovering from a substance use disorder, especially individuals who are uninsured or underinsured. Secondary beneficiaries include their family members, employers, and the community.

Proposed project activities include securing bed days at residential withdrawal management programs for individuals in crisis with an assessed medical need for this level of care; linking individuals graduating from these residential withdrawal management programs to ongoing treatment and recovery supports; and ongoing participation in a Crisis Response Coalition. Expected annual outcomes include connecting 75-100 persons to residential withdrawal management facilities, and developing an aftercare plan for ongoing recovery supports for at least 90% of those served to give them the best chance to avoid crisis relapse. Funds will also be used to ensure recovery support groups remain available to approximately 3,300 individuals per month through a minimum of 125 meetings per month.

To fulfill the proposed activities and outcomes, Williamson County will partner with two subrecipients, Bluebonnet Trails Community Services and the Yellow House Foundation to provide with residential withdrawal management programs and authorize bed days for uninsured/underinsured residents who demonstrate medical necessity for this level of care. The Yellow House Foundation will host 12 Step recovery support groups for persons graduating from residential withdrawal management programs, as well as others who wish to maintain their sobriety, share their experience, and ultimately offer hope to others.

Award Letter

November 15, 2024

Dear Bill Gravell,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by WILLIAMSON COUNTY for an award under the funding opportunity entitled 2024 BJA FY24 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program. The approved award amount is $1,600,000.
Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OVW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Brent J. Cohen
Acting Assistant Attorney General

Office for Civil Rights Notice for All Recipients

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) enforces federal civil rights laws and other provisions that prohibit discrimination by recipients of federal financial assistance from OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW).

Several civil rights laws, including Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance (recipients) to give assurances that they will comply with those laws. Taken together, these and other civil rights laws prohibit recipients from discriminating in the provision of services and employment because of race, color, national origin, religion, disability, and sex or from discriminating in the provision of services on the bases of age.

Some recipients of DOJ financial assistance have additional obligations to comply with other applicable nondiscrimination provisions like the Omnibus Crime Control and Safe Streets Act of 1968, which prohibits discrimination on the basis of religion in addition to race, color, national origin, and sex. Recipients may also have related requirements regarding the development and implementation of equal employment opportunity programs.

OCR provides technical assistance, training, and other resources to help recipients comply with civil rights obligations. Further, OCR administratively enforces civil rights laws and nondiscrimination provisions by investigating DOJ recipients that are the subject of discrimination complaints. In addition, OCR conducts compliance reviews of DOJ recipients based on regulatory criteria. These investigations and compliance reviews permit OCR to evaluate whether DOJ recipients are providing services to the public and engaging in employment practices in a nondiscriminatory manner.

For more information about OCR, your civil rights and nondiscrimination responsibilities, how to notify your employees or beneficiaries of their civil rights protections and responsibilities and how to file a complaint, as well as technical assistance, training, and other resources, please visit www.ojp.gov/program/civil-rights-office/outreach. If you would like OCR to assist you in fulfilling your civil rights or nondiscrimination responsibilities, please contact us at askOCR@ojp.usdoj.gov or www.ojp.gov/program/civil-rights-office/about#ocr-contacts.

Memorandum Regarding NEPA

NEPA Letter Type
OJP - Categorical Exclusion

NEPA Letter

Awards under the Comprehensive Opioid, Stimulant, and Substance Use Site-based Program (COSSUP) will be used to develop, implement, or expand comprehensive programs in response to illicit opioids, stimulants, or other substances of abuse. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

1. New construction.
2. Renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
3. A renovation that will change the basic prior use of a facility or significantly change its size.
4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
5. Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

NEPA Coordinator

First Name	Middle Name	Last Name
Orbin	no value	Terry

Award Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Recipient Information

Recipient Name
WILLIAMSON COUNTY

UEI
C4BDCBLYNND6

Street 1
710 S MAIN ST STE 301

Street 2

City
GEORGETOWN

State/U.S. Territory
Texas

Zip/Postal Code
78626

Country
United States

County/Parish
no value

Province
no value

Award Details

Federal Award Date
11/15/24

Award Type
Initial

Award Number
15PBJA-24-GG-04486-COAP

Supplement Number
00

Federal Award Amount
$1,600,000.00

Funding Instrument Type
Grant

Assistance Listing Number	Assistance Listings Program Title
16.838	Comprehensive Opioid, Stimulant, and other Substances Use Program

Statutory Authority

Department of Justice Appropriations Act, 2024 (Pub. L. No. 118-42, 138 Stat. 25, 148-49)

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Project Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Solicitation Title

2024 BJA FY24 Comprehensive Opioid, Stimulant, and Substance Use Site-Based Program

Awarding Agency
OJP

Program Office
BJA

Application Number
GRANT14198183

Grant Manager	Phone Number	E-mail Address
Kandia Conaway	202-514-9205	Kandia.Conaway@usdoj.gov

Project Title
Expanding Evidence-Based Substance Use Treatment and Aftercare Services

Performance Period Start Date	Performance Period End Date
10/01/2024	09/30/2027

Budget Period Start Date	Budget Period End Date
10/01/2024	09/30/2027

Project Description

Williamson County seeks to implement the Expanding Evidence-Based Substance Use Treatment and Aftercare Services project. The purpose of this project is to reduce overdose fatalities and promote sustained recovery from substance use among Williamson County residents. Primary beneficiaries of the project include adults and adolescents in Williamson County who are experiencing or recovering from a substance use disorder, especially individuals who are uninsured or underinsured. Secondary beneficiaries include their family members, employers, and the community.

Proposed project activities include securing bed days at residential withdrawal management programs for individuals in crisis with an assessed medical need for this level of care; linking individuals graduating from these residential withdrawal management programs to ongoing treatment and recovery supports; and ongoing participation in a Crisis Response Coalition. Expected annual outcomes include connecting 75-100 persons to residential withdrawal management facilities, and developing an aftercare plan for ongoing recovery supports for at least 90% of those served to give them the best chance to avoid crisis relapse. Funds will also be used to ensure recovery support groups remain available to approximately 3,300 individuals per month through a minimum of 125 meetings per month.

To fulfill the proposed activities and outcomes, Williamson County will partner with two subrecipients, Bluebonnet Trails Community Services and the Yellow House Foundation to provide with residential withdrawal management programs and authorize bed days for uninsured/underinsured residents who demonstrate medical necessity for this level of care. The Yellow House Foundation will host 12 Step recovery support groups for persons graduating from residential withdrawal management programs, as well as others who wish to maintain their sobriety, share their experience, and ultimately offer hope to others.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Financial Information

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

The recipient budget is currently under review.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Conditions

This award is offered subject to the conditions or limitations set forth in the Award Information, Project Information, Financial Information, and Award Conditions.

Condition 1
Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.

Condition 2
Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 3
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

Condition 4
Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will

not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqts.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

Condition 5
Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Condition 6
Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

Condition 7
Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

Condition 8
Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

Condition 9
Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Condition 10
Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

Condition 11
Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

Condition 12
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an

equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 13
Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Condition 14
Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

Condition 15
Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

Condition 16
Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Condition 17
Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been

reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

Condition 18
Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Condition 19
OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

Condition 20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

Condition 21
Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

Condition 22
Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://onlinegfmt.training.ojp.gov/. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

Condition 23
Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

Condition 24
Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

Condition 25
Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

Condition 26
Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Condition 27
Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 28
Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To

Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

Condition 29
Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

Condition 30
All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

Condition 31
Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

Condition 32
The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

Condition 33
Verification and updating of recipient contact information

The recipient must verify its Grant Award Administrator, Financial Manager, and Authorized Representative contact information in JustGrants, including telephone number and e-mail address. If any information is incorrect or has changed, the award recipient's Entity Administrator must make changes to contact information through DIAMD. Instructions on how to update contact information in JustGrants can be found at https://justicegrants.usdoj.gov/training/training-entity-management.

Condition 34
Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

Condition 35
Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https:/ / it.ojp.gov/ gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

Condition 36
Any organization using Office of Justice Programs grant funds, in whole or in part, to collect, aggregate, and/or share data on behalf of a government agency, must guarantee that the agency that owns the data and its approved designee(s) will retain unrestricted access to the data, in accordance with all applicable law, regulations, and BJA policy: a) in an expeditious manner upon request by the agency; b) in a clearly defined format that is open, user-friendly, and unfettered by unreasonable proprietary restrictions; and c) at a minimal additional cost to the requestor (which cost may be borne by using grant funds).

Condition 37
The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

Condition 38
Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

Condition 39
FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of $30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at https://ojp.gov/funding/Explore/FFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than $30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

Condition 40
The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Condition 41
Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

Condition 42
The recipient agrees to submit to BJA for review and approval any product (e.g., curricula, training materials, publications, reports, videos, or any other written, web-based, or audio-visual, or other materials) that will be developed and published under this award at least thirty (30) working days prior to the targeted dissemination date. The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities. Any products developed under this award, (with the exception of press releases, web sites, and mobile applications), shall contain the following statements: “This project was supported by Grant No. <Award_Number> awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." (Note: A separate disclaimer has been developed and is required for web sites and mobile applications. No disclaimer is required for press releases.)

Condition 43
Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Condition 44
Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

Condition 45
Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at https://ojp.gov/funding/FAPIIS.htm (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

Condition 46
Regarding medication-assisted treatment (MAT), the award recipient understands and agrees that federal funds shall not be used to support activities that violate the Controlled Substances Act, 21 U.S.C. 801-904.

Condition 47
The recipient agrees to budget funds for two staff representatives to attend one three-day national meeting in Washington, D.C. each year for the life of the grant. (If a national meeting is not planned, funds must be used to attend a BJA approved training.) In addition, the recipient agrees to participate in BJA training events, technical assistance events, or conferences held by BJA or its designees, upon request.

Condition 48
The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

Condition 49
The recipient's budget (and budget narrative) is pending clearance by OJP.

Prior to budget clearance (and unless there is a more restrictive condition on this award, in which case the terms of that more restrictive condition apply): The recipient may not drawdown more than 10% of the award. Pre-clearance obligations, expenditures, and drawdowns may be disallowed if not in compliance with program requirements.

The recipient should be judicious in using award funds prior to budget clearance. Generally, OJP expects that recipients (depending on the specific project scope) may need to advertise for award-funded positions, pay personnel and fringe benefits for positions budgeted under the award, plan for project activities, attend training and pay training-related travel needed to begin the project, and engage in other limited activities conducted by recipient staff (i.e., generally not requiring a subaward or procurement contract under an award).

OJP will issue an Award Condition Modification upon budget clearance.

[ ] *I have read and understand the information presented in this section of the Federal Award Instrument.*

Award Acceptance

Declaration and Certification to the U.S. Department of Justice as to Acceptance

By checking the declaration and certification box below, I--

A. Declare to the U.S. Department of Justice (DOJ), under penalty of perjury, that I have authority to make this declaration and certification on behalf of the applicant.

B. Certify to DOJ, under penalty of perjury, on behalf of myself and the applicant, to the best of my knowledge and belief, that the following are true as of the date of this award acceptance: (1) I have conducted or there was conducted (including by applicant's legal counsel as appropriate and made available to me) a diligent review of all terms and conditions of, and all supporting materials submitted in connection with, this award, including any assurances and certifications (including anything submitted in connection therewith by a person on behalf of the applicant before, after, or at the time of the application submission and any materials that accompany this acceptance and certification); and (2) I have the legal authority to accept this award on behalf of the applicant.

C. Accept this award on behalf of the applicant.

D. Declare the following to DOJ, under penalty of perjury, on behalf of myself and the applicant: (1) I understand that, in taking (or not taking) any action pursuant to this declaration and certification, DOJ will rely upon this declaration and certification as a material representation; and (2) I understand that any materially false, fictitious, or fraudulent information or statement in this declaration and certification (or concealment or omission of a material fact as to either) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies under the federal False Claims Act (including under 31 U.S.C. §§ 3729-3730 and/or §§ 3801-3812) or otherwise.

Agency Approval

Title of Approving Official	Name of Approving Official	Signed Date And Time
Acting Assistant Attorney General	Brent J. Cohen	11/13/24 12:40 PM

Authorized Representative

[ ] no value

Entity Acceptance

Title of Authorized Entity Official
no value

Signed Date And Time
no value

Commissioners Court - Regular Session **34.**

Meeting Date: 12/17/2024

Renaming of the county building at 9500 Lake Creek Blvd.

Submitted For: Terry Cook **Submitted By:** Garry Brown, Commissioner Pct. #1

Department: Commissioner Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on naming and referring to the new Williamson County building located at 9500 N. Lake Creek Blvd. as the Wilco Outpost.

Background

Adoption of the name for the TxDOT building, Agenda item #66 on the November 19, 2024, agenda, was accomplished through grouping of it with 16 other items and with no discussion. This is a unique building with a far west location within Precinct 1, surrounded by steel security fencing and a large electronic gate. This proposal, giving the building a much shorter name than the current 30-character name, is to change it to the Wilco Outpost, generally referred to as The Outpost.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2024 02:54 PM
Form Started By: Garry Brown		Started On: 12/11/2024 11:12 AM
Final Approval Date: 12/11/2024		

Commissioners Court - Regular Session **35.**

Meeting Date: 12/17/2024

Constable Pct. 1 Policy Exception for New Hire

Submitted By: Patrick Youngren, Constable Pct. #1

Department: Constable Pct. #1

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a policy exception to allow for the salary of the newly-hired Clerk II position with Constable Pct. 1 to exceed 15% above the minimum.

Background

The Clerk II position (PCN 0263) budgeted salary is $58,585.60. Partially utilizing the salary savings will allow the department to make a competitive offer to a highly qualified applicant who has over six years experience working in a similar role and experience using the same software applications as our department, the applicant also has a BA in Criminal Justice. The request is to hire at an annual salary of $53,204.28, this would be 17% above the 15% (from base) and is $5,048.32 less than the current budget for the position.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/10/2024 08:31 AM
Constable Pct. 1 (Originator)	Patrick Youngren	12/11/2024 12:28 PM
Form Started By: Patrick Youngren		Started On: 12/10/2024 07:03 AM
Final Approval Date: 12/11/2024		

Commissioners Court - Regular Session **36.**

Meeting Date: 12/17/2024

2019 Road Bond Budget Allocation

Submitted By: Kristyn Dempster, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2019 Road Bond Transfer to move $600,000 from P399 (2019 Road Bond Non-Departmental) to P390 CR 401/CR 404 Improvements.

Background

Please see the attached memo for further information.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2019 Road Bond Transfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/12/2024 09:36 AM
Form Started By: Kristyn Dempster		Started On: 12/12/2024 09:11 AM
Final Approval Date: 12/12/2024		

HNTB Corporation
Engineers Architects Planners

101 E Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

Ms. Kristyn Dempster
Williamson County Auditor's Office
Historic County Courthouse
710 Main Street, Ste. 301
Georgetown, TX 78626

December 10, 2024

Re: 2019 Road Bond Budget Allocation

Dear Ms. Dempster,

Please make the following budget allocations for the 2019 Road Bond Program project:

- Move $600,000.00 from P399 2019 Unallocated Interest to P390 CR 401/CR 404 Improvements.

If you have any questions, please let me know.

Thank you.

Christen Eschberger

Christen Eschberger, P.E.

Cc: Pam Navarrette, Williamson County Auditor's Office
Julie Kiley, Williamson County Auditor's Office
Robert B. Daigh, P.E., Williamson County Senior Director of Infrastructure
Kate Wilder, P.E., HNTB
Marie Walters, HNTB

Commissioners Court - Regular Session **37.**

Meeting Date: 12/17/2024

FY 25 Capital Improvement Program, 2015 CO, 2013 and 2019 Park Bonds, ARPA Interest

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to approve the projects and budgets for the 2025 Capital Improvement Program, as well as the 2015 Certificate of Obligation, 2013 Park Bond, 2019 Park Bond, Long Range Transportation, and ARPA Interest.

Background

In the FY25 General Fund Budget, $16,900,000 was funded for the Capital Improvement Plan from cash ending. Attached are the financial reports that provide the details for the CIP Program. The attached financial report also provides available balances for the 2015 Certificate Of Obligation, 2013 Park Bond, and 2019 Park Bond. The CIP request list is also attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CIP List

Financial Summary of Project Funds

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/12/2024 02:14 PM
Form Started By: Julie Kiley		Started On: 12/12/2024 11:04 AM
Final Approval Date: 12/12/2024		

CAPITAL IMPROVEMENT PLAN 2025

Click the +/- sign to expand or collapse columns

Item #	PROJECT	Dept. Priority	Total Cost	2025	Approved 9/17/2024	Approved 11/19/2024	Approved 12/17/2024	2025 CIP	2025 LRTP/CIP	2015 CO	2013 Park	2019 Park
	EMERGENCY SERVICES		**$ 700,000**	**$ 700,000**								
0196	Security Fence Upgrade for ESOC		$ 650,000	$ 650,000								
1004	Medic 41: Remodel Kitchen & Bathroom		$ 50,000	$ 50,000								
	PUBLIC SAFETY		**$ 16,500,000**	**$ -**								
1001	Radio Tower Additions	1	$ 12,000,000	$ -								
1002	Radio Technology Upgrade to TDMA	5	$ 4,500,000	$ -								
	INFORMATION TECHNOLOGY SERVICES		**$ 5,000,000**	**$ 5,000,000**								
	PARKS		**$ 1,382,500**	**$ 1,382,500**								
3004	EXPO Center - Pavilion Parking Paving	3	$ 515,000	$ 515,000								
3005	River Ranch Equestrian Pavilion	4	$ 625,000	$ 625,000								
	CENTRAL MAINTENANCE		**$ 24,000,000**	**$ 24,000,000**								
4029	Fleet Heavy Equipment Shop	1	$ 9,000,000	$ 9,000,000								
4123	CMF Building Expansion	2	$ 15,000,000	$ 15,000,000								
	INFRASTRUCTURE		**$ 4,160,000**	**$ 4,160,000**								
276	NE Inner Loop Yard Electricity, Security Lighting, Gates, and Cameras	2	$ 800,000	$ 800,000								
277	NE Inner Loop Yard Fencing	3	$ 190,000	$ 190,000								
278	Three-Sided Equipment Storage Shed	4	$ 170,000	$ 170,000								
282	Jester Annex Exit Lane Addition (see detail tab for price breakdown)	1	$ 1,250,000	$ 1,250,000		$ 2,000,000		$ 2,000,000				
15654	Sand Storage Building	5	$ 1,750,000	$ 1,750,000								
	BUILDINGS		**$ 2,000,000**	**$ 2,000,000**								
	SHERIFF'S OFFICE / CORRECTIONS		**$ 19,488,000**	**$ 19,488,000**								
4033	Jail - Jail Design and Construction - fourth floor buildout	7	$ 12,000,000	$ 12,000,000								
4094	SO - Placeholder for SO Admin Expansion	6	$ 4,000,000	$ 4,000,000								
4116	SOTC - Remodel Range Training Pavilion	3	$ 430,000	$ 430,000								
4122	SO - Renovation of Crime Scene Lab	4	$ 870,000	$ 870,000								
4126	Gun Range: High Angle Rescue Rappelling Tower	5	$ 1,500,000	$ 1,500,000								
	JUSTICE CENTER		**$ 6,500,000**	**$ 6,500,000**								
4048	Design and Remodel at Basement for Future Vacated Space		$ 2,000,000	$ 2,000,000								
4128	Space Renovation for New District Court		$ 4,500,000	$ 4,500,000								
	JUVENILE JUSTICE CENTER		**$ 11,900,000**	**$ -**								
P578	Master Plan Phase III - V (See project tab for details)		$ 11,900,000	$ -								
	EXISTING PROJECTS / UNFUNDED COMPONENTS		**$ 18,025,000**	**$ 11,125,000**								
P548	JP4 Hutto Annex Buildout		$ 1,600,000	$ 1,600,000								
P602	Medic 42 Taylor Ambulance Station		$ 800,000	$ -								
P643	Personnel Building Expansion		$ 1,500,000	$ 1,500,000								
	ADDED DURING DISCUSSION		**$ -**	**$ -**								

CAPITAL IMPROVEMENT PLAN 2025

Click the +/- sign to expand or collapse columns

Item #	PROJECT	Dept. Priority	Total Cost	2025	Approved 9/17/2024	Approved 11/19/2024	Approved 12/17/2024	2025 CIP	2025 LRTP/CIP	2015 CO	2013 Park	2019 Park
	TOTAL REQUESTED / APPROVED	38	$ 109,655,500	$ 74,355,500	$ 638,000	$ 12,417,500	$ -	$ 12,813,000	$ -	$ -	$ 242,500	$ -
	FY25 UNALLOCATED BUDGET							$ 16,900,000	$ 4,408,665	$ 31,377.32	$ 280,333.47	$ 1,269,131.44
	REMAINING FUNDS TO ALLOCATE							$ 4,087,000	$ 4,408,665	$ 31,377.32	$ 37,833.47	$ 1,269,131.44

Unallocated September 30, 2024 (Funds available to be assigned to projects)

2015 CO: $31,377.32

2013 Park: $280,333.47

2019 Park: $1,269,131.44

2025 CIP Remaining Available: $4,087,000

2025 LRTP/CIP: $4,408,665

*Projects approved November 19th still need to be set up in the Projects system and brought back to court to Note P#'s in the minutes.

Through 11/13/2024

Project	Project Name	Revenue	Budget	Actual Cost	Commitment Amount	Total Cost	Funds Available	Notes
				2015 CO				
P356	2015 CO NON-DEPARTMENTAL	$ 699,470.26	$ 710,236.45	$ 678,859.13	$ -	$ 678,859.13	$ 31,377.32	Unallocated funds
P476	Justice Complex Improvements	$ 45,000.00	$ 45,000.00	$ 45,000.00	$ -	$ 45,000.00	$ -	
P536	Central Maintenance Service Road	$ 405,193.00	$ 405,193.00	$ 16,175.00	$ -	$ 16,175.00	$ 389,018.00	
P540	Jail Renovations Phase II	$ 280,375.56	$ 280,375.56	$ 280,375.56	$ -	$ 280,375.56	$ -	
P548	JP4 HUTTO REMODEL	$ 1,277,796.17	$ 1,277,796.17	$ 816,412.67	$ -	$ 816,412.67	$ 461,383.50	
P587	HISTORIC COURTHOUSE REPAIRS	$ 16,068.00	$ 16,068.00	$ 11,334.60	$ -	$ 11,334.60	$ 4,733.40	
P595	New District,County,AG Court	$ 304,117.22	$ 304,117.22	$ 296,395.22	$ 7,722.00	$ 304,117.22	$ -	
	2015 CO--Total:	*$ 3,028,020.21*	*$ 3,038,786.40*	*$ 2,144,552.18*	*$ 7,722.00*	*$ 2,152,274.18*	*$ 886,512.22*	
				2018 CIP				
P476	JUSTICE CTR SECURITY IMPROV	$ 286,187.69	$ 400,000.00	$ 299,632.69	$ -	$ 299,632.69	$ 100,367.31	
				2019 CIP				
P519	JJC - Smith Branch Mitigation	$ 598,651.01	$ 5,000,000.00	$ 602,276.26	-	$ 602,276.26	$ 4,397,723.74	
				2020 CIP				
P548	JP4 HUTTO REMODEL	$ -	$ 346,713.67	$ -	$ -	$ -	$ 346,713.67	
				2021 CIP				
P515	Justice Center Remodel	$ 394,895.03	$ 394,895.03	$ 394,895.03	$ -	$ 394,895.03	$ -	
P537	Fiber Replacement and Addition	$ 347,088.66	$ 700,000.00	$ 393,497.66	$ 283,377.79	$ 676,875.45	$ 23,124.55	
P539	Central Maintenance Light Pole	$ 29,259.87	$ 29,259.87	$ 29,259.87	$ -	$ 29,259.87	$ -	
P540	Jail Renovations Phase II	$ 1,784,314.06	$ 1,793,621.79	$ 1,784,314.06	$ 9,307.73	$ 1,793,621.79	$ -	
P544	JJC - Door, Intercom & Camera	$ 748,215.46	$ 748,215.46	$ 748,215.46	$ -	$ 748,215.46	$ -	
P548	JP4 HUTTO REMODEL	$ -	$ 558,209.92	$ -	$ -	$ -	$ 558,209.92	
P563	SW Regional Parking Lot	$ 594,775.77	$ 594,775.77	$ 594,775.77	$ -	$ 594,775.77	$ -	
P595	New District,County,AG Court	$ 473,954.55	$ 473,954.55	$ 473,954.55	$ -	$ 473,954.55	$ -	
P625	ESOC Consoles Renovation	$ 325,224.05	$ 325,224.23	$ 325,224.05	$ -	$ 325,224.05	$ 0.18	
	2021 CIP--Total:	*$ 4,697,727.45*	*$ 5,618,156.62*	*$ 4,744,136.45*	*$ 292,685.52*	*$ 5,036,821.97*	*$ 581,334.65*	
				2022 CIP				
P476	JUSTICE CTR SECURITY IMPROV	$ -	$ 3,150,000.00	$ -	$ -	$ -	$ 3,150,000.00	
P548	JP4 HUTTO REMODEL	$ -	$ 880,803.83	$ -	$ -	$ -	$ 880,803.83	
P565	CTTC WINTER STORM 2021	$ 637,866.18	$ 1,044,042.62	$ 774,306.82	$ 38,036.28	$ 812,343.10	$ 231,699.52	
P570	FIRE/EMS PAGING REDUNDANCY	$ 1,020,000.00	$ 1,100,000.00	$ 1,020,000.00	$ 20,955.85	$ 1,040,955.85	$ 59,044.15	
P572	SO-GYM IMPROVE AIR QUALITY	$ -	$ -	$ -	$ -	$ -	$ -	
P573	SOTC-PERIMETER WALL AND FENCE	$ 364,235.00	$ 364,235.00	$ 364,235.00	$ -	$ 364,235.00	$ -	
P574	SOTC-BULLET TRAP	$ 131,000.00	$ 131,000.00	$ 131,000.00	$ -	$ 131,000.00	$ -	
P576	2022 CIP NON DEPARTMENTAL	$ -	$ 10,765.00	$ -	$ -	$ -	$ 10,765.00	
P595	New District,County,AG Court	$ 636,572.00	$ 636,572.00	$ 636,572.00	$ -	$ 636,572.00	$ -	
P602	M42 TAYLOR AMBULANCE STATION	$ 80,525.00	$ 1,600,000.00	$ 85,625.00	$ -	$ 85,625.00	$ 1,514,375.00	
P603	ESOC AV REPAIR ENHANCEMENTS	$ 355,086.46	$ 750,000.00	$ 360,509.88	$ 7,587.12	$ 368,097.00	$ 381,903.00	
P604	PUBLIC SAFETY UPGRADE	$ -	$ 2,832,581.55	$ -	$ -	$ -	$ 2,832,581.55	
P606	REGIONAL PARK RESTROOM RENO	$ 26,931.70	$ 26,931.70	$ 26,931.70	$ -	$ 26,931.70	$ -	
P614	JAIL DOCK STATIONS GENERATORS	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ -	$ 25,000.00	$ -	
	2022 CIP--Total:	*$ 3,277,216.34*	*$ 12,551,931.70*	*$ 3,424,180.40*	*$ 66,579.25*	*$ 3,490,759.65*	*$ 9,061,172.05*	
				2023 CIP				
P476	JUSTICE COMPLEX IMPROVEMENTS	$ -	$ 1,200,000.00	$ -	$ -	$ -	$ 1,200,000.00	
P519	JJC - Smith Branch Mitigation	$ -	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	
P540	Jail Renovations Phase II	$ 129,740.84	$ 750,000.00	$ 257,695.36	$ -	$ 257,695.36	$ 492,304.64	
P548	JP4 HUTTO REMODEL	$ -	$ 330,989.26	$ -	$ -	$ -	$ 330,989.26	
P559	Berry Springs Amenities	$ 235,170.90	$ 1,500,000.00	$ 1,391,019.51	$ -	$ 1,391,019.51	$ 108,980.49	
P572	JAIL SOUTH GYM RENOVATIONS	$ -	$ -	$ -	$ -	$ -	$ -	
P574	SOTC-BULLET TRAP	$ 129,742.00	$ 129,742.00	$ 129,742.00	$ -	$ 129,742.00	$ -	
P580	BOB PHILLIPS BUILDING	$ 2,487.14	$ 42,000.00	$ 2,487.14	$ -	$ 2,487.14	$ 39,512.86	
P583	FIF Grant Match	$ 687,890.43	$ 850,000.00	$ 719,466.54	$ -	$ 719,466.54	$ 130,533.46	
P595	New District,County,AG Court	$ 290,231.17	$ 461,914.00	$ 290,231.17	$ -	$ 290,231.17	$ 171,682.83	
P604	PUBLIC SAFETY UPGRADE	$ 201.52	$ 1,167,418.45	$ 201.52	$ -	$ 201.52	$ 1,167,216.93	
P605	REGIONAL PARK REPAIRS/UPGRADE	$ -	$ 2,330,000.00	$ -	$ -	$ -	$ 2,330,000.00	
P606	REGIONAL PARK RESTROOM RENO	$ 128,068.30	$ 128,068.30	$ 128,068.30	$ -	$ 128,068.30	$ -	
P607	PARKS LIGHT ENERGY UPGRADE	$ 1,025,710.10	$ 1,085,000.00	$ 1,025,710.10	$ -	$ 1,025,710.10	$ 59,289.90	
P608	FLEET SHOP ADDITION	$ 37,970.00	$ 920,000.00	$ 45,980.00	$ -	$ 45,980.00	$ 874,020.00	
P609	ESOC DATA CENTER CRAC UNIT	$ 43,215.31	$ 445,000.00	$ 43,215.31	$ -	$ 43,215.31	$ 401,784.69	
P610	DEMO OF NORTH ADDITION H JAIL	$ 8,995.00	$ 325,000.00	$ 138,534.40	$ 8,057.00	$ 146,591.40	$ 178,408.60	
P611	JESTER ANNEX HVAC	$ 91,594.50	$ 775,000.00	$ 91,594.50	$ -	$ 91,594.50	$ 683,405.50	
P612	SO FRONT RECEPTION WINDWS DATA	$ -	$ -	$ -	$ -	$ -	$ -	
P613	SO RECEPTION WINDOWS WARRANTS	$ -	$ -	$ -	$ -	$ -	$ -	
P614	JAIL DOCK STATIONS GENERATORS	$ 125,583.00	$ 175,000.00	$ 167,074.00	$ -	$ 167,074.00	$ 7,926.00	
P615	JUSTICE CENTER ROOF REPLACMENT	$ 340,136.66	$ 775,000.00	$ 351,862.84	$ 173,187.34	$ 525,050.18	$ 249,949.82	
P616	JJC SHOWER RENOVATION	$ -	$ -	$ -	$ -	$ -	$ -	
P617	2023 CIP NON DEPARTMENTAL	$ -	$ 258.00	$ -	$ -	$ -	$ 258.00	
P638	TAYLOR TAX OFFICE REMODEL	$ -	$ 1,042,574.99	$ 9,375.00	$ 158,125.00	$ 167,500.00	$ 875,074.99	
P639	HOLLY STREET WAREHOUSE REMODEL	$ 97,470.00	$ 110,000.00	$ 97,470.00	$ -	$ 97,470.00	$ 12,530.00	
	2023 CIP--Total:	*$ 3,374,206.87*	*$ 15,042,965.00*	*$ 4,889,727.69*	*$ 339,369.34*	*$ 5,229,097.03*	*$ 9,813,867.97*	
				2013 Park Bond				
P316	BLACKLAND HERITAGE PHASE I	$ 122,904.17	$ 122,904.17	$ 3,813.46	$ -	$ 3,813.46	$ 119,090.71	
P444	Park Land Acquisition	$ 3,354,185.09	$ 3,354,185.09	$ 2,622,031.28	$ -	$ 2,622,031.28	$ 732,153.81	
P447	Hike & Bike Trail Pct. 2	$ 406,827.62	$ 406,827.62	$ -	$ -	$ -	$ 406,827.62	
P448	Hike & Bike Trail Pct. 3	$ 2,926,480.00	$ 2,926,480.00	$ 476,283.27	$ -	$ 476,283.27	$ 2,450,196.73	
P465	Interpretive Center	$ 1,163,254.00	$ 1,163,254.00	$ 1,071,439.02	$ -	$ 1,071,439.02	$ 91,814.98	
P500	2013 PARK NON-DEPARTMENTAL	$ 880,633.98	$ 880,633.98	$ 641,237.15	$ -	$ 641,237.15	$ 280,333.47	Unallocated funds
P605	REGIONAL PARK REPAIRS/UPGRADE	$ 268,385.47	$ 268,385.47	$ -	$ -	$ -	$ 268,385.47	
	2013 Park Bond--Total:	*$ 9,122,670.33*	*$ 9,122,670.33*	*$ 4,814,804.18*	*$ -*	*$ 4,814,804.18*	*$ 4,307,866.15*	
				2019 Park Bond				
P315	RIVER RANCH COUNTY PARK	$ 4,300,000.00	$ 4,300,000.00	$ 3,500,120.65	$ -	$ 3,500,120.65	$ 799,879.35	
P343	Bagdad Road/CR 279 (Lp 332 to CR 281)	$ 4,500,000.00	$ 4,500,000.00	$ -	$ -	$ -	$ 4,500,000.00	
P550	2019 Park Non-Departmental	$ 1,505,712.32	$ 1,505,712.32	$ 299,286.60	$ -	$ 299,286.60	$ 1,394,147.02	leaving 125,015.58 for arbitrage
P551	Brushy Creek Trail from Hairy Man Road	$ 2,505,000.00	$ 2,505,000.00	$ 918,790.90	$ 117,380.00	$ 1,036,170.90	$ 1,468,829.10	
P552	Champion Park Parking Lot	$ 305,000.00	$ 305,000.00	$ 136,754.89	$ -	$ 136,754.89	$ 168,245.11	
P553	SW Regional Park to Brushy Creek Regional Trail	$ 4,500,000.00	$ 4,500,000.00	$ 218,817.47	$ -	$ 218,817.47	$ 4,281,182.53	
P554	ILA City of Cedar Park Lakeline Park	$ 2,000,000.00	$ 2,000,000.00	$ 551.00	$ -	$ 551.00	$ 1,999,449.00	
P555	YMCA Pedestrian Bridge	$ 1,110,797.85	$ 1,110,797.85	$ 1,057,333.85	$ -	$ 1,057,333.85	$ 53,464.00	
P558	Southwest Regional Park towards Lake Georgetown	$ 5,500,000.00	$ 5,500,000.00	$ 607,226.21	$ -	$ 607,226.21	$ 4,892,773.79	
P559	Berry Springs Support Amenities	$ 3,145,000.00	$ 3,145,000.00	$ 3,145,000.00	$ -	$ 3,145,000.00	$ -	
P560	SW Regional Park Restrooms	$ 270,000.00	$ 270,000.00	$ 232,092.20	$ -	$ 232,092.20	$ 37,907.80	
P561	Brushy Creek Regional Trail/Redbud Lane	$ 3,125,000.00	$ 3,125,000.00	$ 62,585.00	$ -	$ 62,585.00	$ 3,062,415.00	
P562	Expo Center Support Amenities	$ 1,472,260.85	$ 1,472,260.85	$ 1,472,260.85	$ -	$ 1,472,260.85	$ -	
P566	EXPO TX WINTER STORM 2021	$ 729,395.78	$ 729,395.78	$ 624,970.83	$ -	$ 624,970.83	$ 104,424.95	
P605	REGIONAL PARK REPAIRS/UPGRADE	$ 131,614.53	$ 131,614.53	$ -	$ -	$ -	$ 131,614.53	
P635	EXPO WEST ARENA AND AMENITIES	$ 2,355,977.26	$ 2,355,977.26	$ 111,404.15	$ 408,413.91	$ 519,818.06	$ 1,836,159.20	
P636	EXPO WATER STORAGE TANK	$ 588,000.00	$ 588,000.00	$ 129,391.87	$ 5,482.02	$ 134,873.89	$ 453,126.11	
	2019 Park Bond--Total:	*$ 38,043,758.59*	*$ 38,043,758.59*	*$ 12,516,586.47*	*$ 531,275.93*	*$ 13,047,862.40*	*$ 24,995,896.19*	
				2024 CIP				
P608	FLEET SHOP ADDITION	$ -	$ 1,500,000.00	$ -	$ -	$ -	$ 1,500,000.00	
P632	BACKUP 911 CENTER	$ -	$ 4,500,000.00	$ -	$ -	$ -	$ 4,500,000.00	
P633	RADIO TOWER/LAND	$ -	$ 3,000,000.00	$ -	$ -	$ -	$ 3,000,000.00	
P634	CARLSON COVE TOWER	$ -	$ 1,500,000.00	$ -	$ -	$ -	$ 1,500,000.00	
P637	FLEET PARTS ROOM EXPANSION	$ -	$ -	$ -	$ -	$ -	$ -	
P638	TAYLOR TAX OFFICE REMODEL	$ -	$ 457,425.01	$ -	$ -	$ -	$ 457,425.01	
P640	TRACEY CHAMBERS LANE	$ -	$ 5,242,574.99	$ -	$ -	$ -	$ 5,242,574.99	
	2024 CIP--Total:	*$ -*	*$ 16,200,000.00*	*$ -*	*$ -*	*$ -*	*$ 16,200,000.00*	

Total Funds Available $ 1,491,566.62 subtracted out 800K for EXPO and 125K from 2019 park

Commissioners Court - Regular Session **38.**

Meeting Date: 12/17/2024

Williamson County Flexible Benefits Plan Adoption Agreement, Formal Record of Action and Summary Plan Documen

Submitted For: Allen Frederick **Submitted By:** Shelley Loughrey, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on authorizing the execution of the Williamson County Flexible Benefits Formal Record of Action, the Williamson County Flexible Benefits Adoption Agreement and approve the Williamson County Flexible Benefits Plan Highlights, the Williamson County Flexible Benefits Plan Summary Plan Description.

Background

Note: This is required for compliance purposes to have in place a current Benefit Cafeteria Summary Plan Document and no changes were made for the 2025 Benefit Plan Year.
This is the formal record of action authorizing the execution of the Williamson County Flexible Benefits Formal Record of Action, the Williamson County Flexible Benefits Adoption Agreement and the approval of the Williamson County Flexible Benefit Plan Highlights and the Williamson County Benefits Plan Summary Plan Description.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Williamson County Flexible Benefits Formal Record of Action

Williamson County Flexible Benefits Adoption Agreement

Williamson County Flexible Benefits Plan Highlights

Williamson County Flexible Benefits Plan Summary Plan Description

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/12/2024 09:18 AM
Form Started By: Shelley Loughrey		Started On: 12/12/2024 08:34 AM
Final Approval Date: 12/12/2024		

WILLIAMSON COUNTY
FORMAL RECORD OF ACTION

The following is a formal record of action taken by the governing body of Williamson County (the "Company").

With respect to the amendment and restatement of the Williamson County Flexible Benefits Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended and restated in the form attached hereto, which Plan is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company;

RESOLVED FURTHER: That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

Dated this _____ day of _____, 2024.

_____

_____

_____

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WILLIAMSON COUNTY FLEXIBLE BENEFITS PLAN

WILLIAMSON COUNTY FLEXIBLE BENEFITS PLAN

TABLE OF CONTENTS

COMPANY INFORMATION 1

PLAN INFORMATION 1

A. GENERAL INFORMATION AND DEFINITIONS 1

B. ELIGIBILITY 2
- Eligible Employees 2
- Excluded Employees 2
- Leave of Absence under FMLA 3
- Non-FMLA 3
- Termination of Participation 3
- Reemployment 3

C. PARTICIPATION ELECTIONS 4
- Failure to Elect (Default Elections) 4
- Change in Status 4

D. PREMIUM CONVERSION ACCOUNT 4
- Contracts for Reimbursement 4
- Enrollment 5
- Contributions 5

E. FLEXIBLE SPENDING ACCOUNTS 5
- Employer Contributions 5
- Eligible Expenses 6
- Expenses Not Eligible for Reimbursement 6
- Reimbursement 7
- Grace Period 7
- Run Out Period 7
- Automatic Payment of Claims 7
- Carryover 7
- Termination of Employment 8
- Qualified Reservist Distributions 8

F. HEALTH SAVINGS ACCOUNT (HSA Account) (Article 9) 8
- Employer Contributions 8

G. FLEXIBLE BENEFIT CREDITS (Flex Credits) (Section 11.01) 9
- Health Flex Contribution 9
- Cash Outs 9

H. PURCHASE AND SALE OF PAID TIME OFF (PTO) (Section 11.02) 10
- Purchase of PTO 10
- Sale of PTO 10
- Carryover of PTO 10

I. MISCELLANEOUS 10
- Plan Administrator Information 10

J. EXECUTION PAGE 11

CUSTOM LANGUAGE ADDENDUM 12

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ADOPTION AGREEMENT
CAFETERIA PLAN

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a cafeteria plan under Code section 125. The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): Williamson County

2. Address: 100 Wilco Way, Suite #101

3. City: Georgetown

4. State: TX

5. Zip: 78626

6. Phone number: 512-943-1604

7. Fax number: 512-943-1535

8. Plan Sponsor EIN: 74-6000978

9. Plan Sponsor fiscal year end: 09/30

10. Entity Type:

a. Plan Sponsor entity type:

- **i.** **[ ]** C Corporation
- **ii.** **[ ]** S Corporation
- **iii.** **[ ]** Non-Profit Organization
- **iv.** **[ ]** Partnership
- **v.** **[ ]** Limited Liability Company
- **vi.** **[ ]** Limited Liability Partnership
- **vii.** **[ ]** Sole Proprietorship
- **viii.** **[ ]** Union
- **ix.** **[X]** Government Agency
- **x.** **[ ]** Other: _____
- **xi.** If "Union"(10a.viii) is selected, enter name of the representative of the parties who established or maintain the Plan: _____

11. State of organization of Plan Sponsor: TX

12. **Controlled Groups/Affiliated Service Groups**

a. **[ ]** The Plan Sponsor is a member of an affiliated service group. List all members of the group (other than the Plan Sponsor): _____

13. **Controlled Groups**

a. **[ ]** The Plan Sponsor is a member of a controlled group. List all members of the group (other than the Plan Sponsor): _____

NOTE: *Affiliated service group members and controlled group members may adopt the Plan with the approval of the Plan Sponsor.*

NOTE: *Listing affiliated service group members and controlled group members is for information purposes only and is optional. Participating Employers in the Plan are listed in Addendum.*

PLAN INFORMATION

A. GENERAL INFORMATION AND DEFINITIONS

1. **Plan Number:** 504

2. **Plan Name:**

a. Williamson County Flexible Benefits Plan

b. _____

3. **Effective Date:** 11/01/2012

a. **[X]** Is this a restatement of a previously-adopted plan?

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b. Effective date of Plan restatement: 01/01/2025 ("Restatement Date")

4. Plan Year:

a. Plan Years mean each 12-consecutive month period ending on 12/31 (e.g. December 31). If the Plan Year changes, any special provisions regarding a short Plan Year shall be placed in the Addendum to the Adoption Agreement.

b. **[ ]** The Plan has a short Plan Year. The short Plan Year begins _____ and ends on _____.

Plan Features

5. The following Benefits are available under the Plan:

a. **[X]** Premium Conversion Account
b. **[X]** Health Flexible Spending Account
c. **[ ]** Limited Purpose HSA-Compatible Health Flexible Spending Account
d. **[ ]** Post-Deductible HSA-Compatible Health Flexible Spending Account
e. **[X]** Dependent Care Assistance Plan Account
f. **[ ]** Adoption Assistance Flexible Spending Account
g. **[X]** Health Savings Account
h. **[ ]** Flexible Benefits Credits
i. **[ ]** PTO Purchase/Sale

6. Simple Cafeteria Plan

a. **[ ]** The Plan is intended to qualify as a simple cafeteria plan under Code section 125(j).

b. The Employer shall make contributions to the Plan as follows:

i. **[ ]**_____% (no less than 2%) of an Eligible Employee's Compensation for the Plan Year.

ii. **[ ]**_____% (at least 200%) of an Eligible Employee's salary reduction contribution for the Plan Year, but no less than 6% of the Eligible Employee's Compensation for the Plan Year.

B. ELIGIBILITY

Eligible Employees - Employees must meet the following requirements:

1. Minimum age requirement for an Employee to become an Eligible Employee: None.
NOTE: *If the Plan is intended to be a simple cafeteria plan under Article 12, B.1 may not exceed "21."*

2a. An Employee must complete the following service requirements to become an Eligible Employee on the date set forth in B.2b:

i. **[ ]** None
ii. **[ ]** Completion of _____ hours of service.
iii. **[X]** Completion of 30 days of service.
iv. **[ ]** Completion of _____ months of service.
v. **[ ]** Completion of _____ years of service.

NOTE: *If the Plan is a simple cafeteria plan under Article 12, B.2 may not exceed 1,000 hours of service or one year of service.*

2b. Effective Date of Eligibility. An Employee will become an Eligible Employee on the date below upon completing the age and service requirements in B.1 and B.2a:

i. **[ ]** An Employee shall become an Eligible Employee immediately upon completing the age and service requirements in B.1 and B.2a.
ii. **[X]** first day of each calendar month.
iii. **[ ]** first day of each plan quarter.
iv. **[ ]** first day of the first month and seventh month of the Plan Year.
v. **[ ]** first day of the Plan Year.

2c. If eligibility is not immediate after meeting age and service requirements, an Employee shall become an Eligible Employee on the Eligibility Date in B.1 and B.2b that is:

i. **[X]** coincident with or next following the period in B.2b
ii. **[ ]** following the completion of the period in B.2b.

3. Describe any other modifications to the eligibility rules specified in B.1 and B.2:_____

Excluded Employees

4. The term "Eligible Employee" shall not include:

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a. **[ ] Union Employees.** Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if benefits were the subject of good faith bargaining between employee representatives and the Employer, and if the collective bargaining agreement does not provide for participation in this Plan.

b. **[ ] Leased Employees.**

c. **[ ] Non-Resident Aliens.** Any Employee who is a non-resident alien described in Code section 410(b)(3)(C).

d. **[X] Part-time Employees.** Any Employee who is expected to work fewer than 30 hours per week.

e. **[ ] Other.** _____ (any exclusion must satisfy Code section 125(g) and the requirements under Article 13).

NOTE: *If the Plan is intended to be a simple cafeteria plan, B.4b, B.4d and B.4e may be selected only to the extent that the provisions do not violate the requirements on Code section 125(j).*

5. **[ ]** Describe any modifications to the definition of the term "Eligible Employee" for the specified Plan Benefit: _____

Leave of Absence under FMLA

6. If a Participant takes an unpaid leave of absence under FMLA, the Participant may elect the following with respect to the health Benefits under the Plan (i.e., Premium Conversion Account, Health FSA, and Limited Purpose Health FSA) **(select at least one):**

a. **[X]** Revoke coverage, which will be reinstated under the same terms upon the Participant's return from the FMLA leave of absence.

b. **[X]** Continue coverage but discontinue payment of his or her contribution for the period of the FMLA leave of absence.

7. **[X]** If B.6b. is selected, the Employer may recover the Participant's suspended contributions when the Participant returns to work from the FMLA leave of absence.

8. A Participant on leave of absence under FMLA (select only one):

a. **[X]** may continue coverage for all Benefits for which he is eligible when on FMLA leave, including non-health Benefits.

b. **[ ]** may only continue coverage for Premium Conversion Accounts, Health FSA, and Limited Purpose Health FSA, as applicable.

9. A Participant who continues coverage for Benefits while on FMLA leave of absence may make contributions for such Benefits as follows (select at least one):

a. **[ ]** pre-pay on a pre-tax (to the extent permissible under Code section 125) or after-tax basis, prior to commencement of the FMLA leave of absence period, the contributions due for the FMLA leave of absence period

b. **[ ]** pay on an after-tax basis the same schedule as payments would have been made if the Participant were not on a leave of absence or if contributions were being made under COBRA

c. **[X]** to the extent agreed in advance, the Participant will repay amounts advanced by the Employer to the Plan on behalf of the Participant upon the Participant's return from the FMLA leave of absence

NOTE: *B.9a may only be elected together with B.9.b or B.9c.*

NOTE: *B.9b must be elected if available for non-FMLA leaves of absence.*

NOTE: *B.9c may only be elected together with B.9a and/or B.9b unless it is the only option available to Participants on a non-FMLA leave of absence.*

Non-FMLA

10. **[X]** A Participant may elect to continue coverage of Benefits when on unpaid non-FMLA leave of absence.

Termination of Participation

11. If a Participant remains an Employee but is no longer an Eligible Employee, his or her participation in the Plan shall terminate:

a. **[ ]** on the last day of employment during which the Participant ceases to be an Eligible Employee

b. **[ ]** on the last day of the payroll period during which the Participant ceases to be an Eligible Employee

c. **[ ]** on the last day of the month during which the Participant ceases to be an Eligible Employee

d. **[ ]** on the last day of the Plan Year during which the Participant ceases to be an Eligible Employee

e. **[X]** Other Core Benefits (Medical, Dental, Vision) the month of termination coverage will term if the employee premium deduction is made on the first pay period of the month, coverage terms on the 15th of the following month. If the employee premium deduction is made on the second pay period of the month, coverage terms on the 28th/29th/30th/31st (last day of the following month. Voluntary Benefits will term on the termination date of the eligible participation date.

Reemployment

12. If an Eligible Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee within 30 days after Termination:

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a. **[X]** the Plan Administrator shall automatically reinstate the Benefit elections in effect at the time of Termination
b. **[ ]** the Eligible Employee shall not resume or become a Participant until the first day of the subsequent Plan Year

13. If an Eligible Employee has a Termination of Employment and is subsequently reemployed by the Employer as an Eligible Employee more than 30 days after Termination:
a. **[ ]** the Plan Administrator shall automatically reinstate the Benefit elections in effect at the time of Termination
b. **[ ]** the Eligible Employee shall not resume or become a Participant until the first day of the subsequent Plan Year
c. **[X]** the Eligible Employee may elect to reinstate the Benefit election in effect at the time of Termination or make a new election under the Plan

C. PARTICIPATION ELECTIONS

Failure to Elect (Default Elections)

1. The election for the immediately preceding Plan Year relating to the following Benefits will apply to the applicable Plan Year:
a. **[ ]** Premium Conversion Account (Non-Employer-sponsored Contracts)
b. **[ ]** Health Flexible Spending Account
c. **[ ]** Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSAs)
d. **[ ]** Dependent Care Assistance Plan Account
e. **[ ]** Health Savings Account
f. **[ ]** Adoption Assistance Flexible Spending Account
NOTE: *If a Benefit is not selected, an Eligible Employee who does not make an affirmative election under the Plan for a Plan Year will be deemed to have elected not to participate in that Benefit for the Plan Year.*

Change in Status

2. An Eligible Employee may change his or her election upon the following Change in Status events:
a. **[ ]** None
b. **[X]** Any event described in Treas. Reg. section 1.125-4 and other events permitted by IRS guidance
c. **[ ]** Pursuant to written Plan Administrative Procedures, which are incorporated herein by reference
d. **[ ]** Other: _____

3. Permit Participants to revoke an election of coverage under a group health plan:
a. **[ ]** due to enrollment of a family member in a qualified health plan offered through a Marketplace established under section 1311 of the Patient Protection and Affordable Care Act (Section 4.03(s)).
NOTE: *The group health plan may not be a health FSA and must provide minimum essential coverage (as defined in Code section 5000A(f)(1)).*

D. PREMIUM CONVERSION ACCOUNT

Contracts for Reimbursement

NOTE: *If Premium Conversion Account is not a selected Benefit under A.5a, Section D is disregarded.*

1. If Premium Conversion Accounts are allowed under the Plan, select the types of Contracts with respect to which a Participant may contribute under Section 5.04:
a. **[X]** Employer Health
b. **[X]** Employer Dental
c. **[X]** Employer Vision
d. **[ ]** Employer Short-Term Disability
e. **[ ]** Employer Long-Term Disability
f. **[ ]** Employer Group Term Life
g. **[ ]** Employer Accidental Death & Dismemberment
h. **[ ]** Individually-Owned Dental
i. **[ ]** Individually-Owned Vision
j. **[ ]** Individually-Owned Disability

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k. **[ ]** COBRA continuation coverage under the Employer group health plan
l. **[ ]** Other: _____

Enrollment

2. **[X]** All Employees will automatically be enrolled in the Premium Conversion Account upon their date of hire and will be deemed to have elected to contribute the entire amount of any premiums payable by the Employee during the Plan Year for participation in Employer-sponsored Contract(s).
NOTE: *If D.2 is not selected, Eligible Employees may only elect to participate in the Premium Conversion Account pursuant to Section 4.02(b), 4.02(c) and Section 4.03 of the Plan.*

Contributions

3. **[X]** **Participant elections** will be automatically adjusted for changes in the cost of Employer-sponsored Contracts pursuant to the terms of Treas. Reg. 1.125-4(f)(2)(i).

E. FLEXIBLE SPENDING ACCOUNTS

NOTE: *If Flexible Spending Accounts are not a permitted Benefit under A.5b, Section E is disregarded.*

Employer Contributions

1. **[ ]** **Matching Contributions.** The Plan permits Employer matching contributions to the applicable Benefits as follows:

a. **Health FSA:**
- **i.** **[ ]** None
- **ii.** **[ ]** Discretionary
- **iii.** **[ ]** _____% of the Participant's Health FSA contribution up to _____% of the Participant's Compensation
- **iv.** **[ ]** _____% of the Participant's Health FSA contribution up to $_____
- **v.** **[ ]** Other: _____

b. **Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA)**
- **i.** **[ ]** None
- **ii.** **[ ]** Discretionary
- **iii.** **[ ]** _____% of the Participant's HSA-Compatible Health FSA contribution up to _____% of the Participant's Compensation
- **iv.** **[ ]** _____% of the Participant's HSA-Compatible Health FSA contribution up to $_____
- **v.** **[ ]** Other: _____

c. **Dependent Care Assistance Plan Account:**
- **i.** **[ ]** None
- **ii.** **[ ]** Discretionary
- **iii.** **[ ]** _____% of the Participant's DCAP Account contribution up to _____% of the Participant's Compensation
- **iv.** **[ ]** _____% of the Participant's DCAP Account contribution up to $_____
- **v.** **[ ]** Other: _____

d. **Adoption Assistance Flexible Spending Account:**
- **i.** **[ ]** None
- **ii.** **[ ]** Discretionary
- **iii.** **[ ]** _____% of the Participant's Adoption Assistance FSA contribution up to _____% of the Participant's Compensation
- **iv.** **[ ]** _____% of the Participant's Adoption Assistance FSA contribution up to $_____
- **v.** **[ ]** Other: _____

NOTE: *If there are no Employer matching contributions to the Plan, questions under E.1 are disregarded.*
NOTE: *Only one contribution formula is permitted for each applicable Benefit.*
NOTE: *If the Plan is intended to be a simple cafeteria plan, the matching contributions in this section will apply in addition to the contributions at A.6b.*

2. **[ ]** **Non-Elective Employer Contributions.** The Plan permits Employer contributions to the applicable Benefits as follows:

a. **Health Flexible Spending Account:**

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i. **[ ]** None
ii. **[ ]** Discretionary
iii. **[ ]** _____% of the Participant's Compensation
iv. **[ ]** $_____ per Eligible Employee
v. **[ ]** Other: _____

b. Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA):

i. **[ ]** None
ii. **[ ]** Discretionary
iii. **[ ]** _____% of the Participant's Compensation
iv. **[ ]** $_____ per Eligible Employee
v. **[ ]** Other: _____

c. Dependent Care Assistance Plan Account:

i. **[ ]** None
ii. **[ ]** Discretionary
iii. **[ ]** _____% of the Participant's Compensation
iv. **[ ]** $_____ per Eligible Employee
v. **[ ]** Other: _____

d. Adoption Assistance Flexible Spending Account:

i. **[ ]** None
ii. **[ ]** Discretionary
iii. **[ ]** _____% of the Participant's Compensation
iv. **[ ]** $_____ per Eligible Employee
v. **[ ]** Other: _____

NOTE: *If there are no non-elective Employer contributions, questions under E.2 are disregarded.*

NOTE: *Employer matching and non-elective contributions shall not exceed the limits set forth in the BPD including: Health FSA, Section 6.04(b); HSA-Compatible FSA Section 7.04; Dependent Care Assistance Plan Account Section 8.04; and Adoption Assistance Flexible Spending Account, Section 10.04.*

NOTE: *If the Plan is intended to be a simple cafeteria plan, the Employer non-elective contributions in this section will apply in addition to the contributions at A.6b.*

3. Contribution Limits. Select the maximum allowable Participant contribution to the applicable FSA in any Plan Year:

a. **[X]** The maximum amount permitted under Code section 125(i), 129(a)(2) and/or 137(b)(1)

b. **[ ]** Other amounts

i. Health Flexible Spending Account: _____
ii. Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA): _____
iii. Dependent Care Assistance Plan Account: _____
iv. Adoption Assistance Flexible Spending Account: _____

NOTE: *Other amounts for Health Flexible Spending Account in E.3bi and Limited Purpose/Post-Deductible Health Flexible Spending Account in E.3ii cannot exceed the Code section 125(i) maximum. Other amounts in E.3b.iii for Dependent Care Assistance Plan Account cannot exceed Code 129(a)(2) amounts and E.3b(iv) cannot exceed Code section 137(b)(1) maximum.*

Eligible Expenses

4. Individual Expenses Eligible for Reimbursement. Participant may only be reimbursed from the applicable FSA for expenses that are incurred by:

a. **[X]** **Participant, spouse and Dependents.** The Participant, his or her spouse and all Dependents, and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday:

b. **[ ]** **Persons covered under Employer-sponsored group health plan.** The Participant, his or her spouse and all Dependents, and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday, but only if such persons are also covered under an Employer-sponsored health plan:

c. **[ ]** **Participants only.** No reimbursement for expenses incurred by the Participant's spouse or Dependents:

d. **[ ]** **Other:** _____ (may not include anyone other than the Participant, his or her spouse and all Dependents, and any child (as defined in section 152(f)(1)) of the Participant until his or her 26th birthday)

Expenses Not Eligible for Reimbursement

5. Expenses Not Eligible for Reimbursement. In addition to those listed in the Basic Plan Document, the following expenses are not eligible for reimbursement from a Participant's FSA:

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a. **[ ]** Health Flexible Spending Account: _____
b. **[ ]** Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA): _____
c. **[ ]** Dependent Care Assistance Plan Account: _____
d. **[ ]** Adoption Assistance Flexible Spending Account: _____

6. **Adult Children Coverage.** Reimbursement for adult children may be paid from the applicable FSA for claims incurred:
a. **[X]** until the date the child attains age 26
b. **[ ]** until the last day of the calendar year in which the child attains age 26

Reimbursement

7. **[X]** **Amounts Available for Reimbursement.** The Plan Administrator may direct reimbursement of FSAs up to the entire annual amount elected by the Eligible Employee on the Salary Reduction Agreement for the Plan Year for the applicable FSA, less any reimbursements already disbursed from the applicable FSA for the following Benefits:
a. **[ ]** Dependent Care Assistance Plan Account
b. **[ ]** Adoption Assistance Flexible Spending Account
NOTE: *If 7.a or 7.b is not selected, the Plan Administrator may direct reimbursement only up to the amount in the applicable FSA at the time the reimbursement request is received by the Plan Administrator.*

Grace Period

8. **[ ]** The Plan will reimburse claims incurred during a Grace Period immediately following the end of the Plan Year for the following Benefits.
a. **[ ]** Health Flexible Spending Account
b. **[ ]** Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA)
c. **[ ]** Dependent Care Assistance Plan Account
d. **[ ]** Adoption Assistance Flexible Spending Account
NOTE: *The Plan cannot reimburse claims incurred during a Grace Period if carryovers are permitted in Part E.12.*

9. **Last day of Grace Period:**
a. **[ ]** Fifteenth day of the 3rd month following end of the Plan Year
b. **[ ]** Other _____

Run Out Period

10. If **no Grace Period** applies for the Plan Year, an active Participant must submit claims for the Plan Year for reimbursement from the applicable FSA no later than:
a. **[X]** 90 days after the end of the Plan Year
b. **[ ]** _____ (insert date, e.g., March 31) immediately following such Plan Year

11. If a **Grace Period** applies for the Plan Year, an active Participant must submit claims for the Plan Year for reimbursement from the applicable FSA no later than:
a. **[ ]** _____ days after the end of the Grace Period
b. **[ ]** _____ (insert date, e.g., March 31st) immediately following such Plan Year
NOTE: *The date in E.11b should be later than the last day of the Grace Period.*

Automatic Payment of Claims

12. Eligible expenses not covered under the Employer-sponsored health plan (e.g., co-payments, co-insurance, deductibles) automatically paid from the applicable FSA.
a. **[X]** Health Flexible Spending Account
b. **[ ]** Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA)

Carryover

13. The Plan will carry over unused Health FSA balances at the end of the Plan Year for the following Benefits:
a. **[X]** Health Flexible Spending Account
i. **[ ]** Maximum amount, as indexed
ii. **[X]** Other: $250.00

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b. **[ ]** Limited Purpose/Post-Deductible Health Flexible Spending Account (HSA-Compatible FSA)
- **i.** **[ ]** Maximum amount, as indexed
- **ii.** **[ ]** Other: _____

NOTE: *If carryover is selected (E.13a or E.13b is selected for the applicable FSA), the Plan may not provide for a Grace Period for the applicable FSA and the Plan may not provide for a Grace Period for the applicable FSA in the Plan Year to which the carryover amount is applied.*

Termination of Employment

14. In the event of a Termination of Employment the Participant may elect to continue to make contributions to FSAs under the Plan on an after-tax basis and reimbursements will be allowed for the remainder of the Plan Year.
- **a.** **[ ]** Yes
- **b.** **[ ]** Yes - subject to the following limitations: _____
- **c.** **[X]** No

NOTE: *If E.14c is selected, then contributions shall cease upon Termination and reimbursements will be allowed only for expenses incurred prior to Termination.*

NOTE: *If applicable, any COBRA elections shall supersede this section.*

15. In the event of a Termination of Employment, a Participant may submit claims for reimbursement from the applicable FSA no later than:
- **a.** **[X]** 90 days after a Termination of Employment.
- **b.** **[ ]** _____ days following the Plan Year in which the Termination occurs.

NOTE: *If E.14a or E.14b is selected, then E.15b must be selected.*

Qualified Reservist Distributions

16. **[ ]** **Qualified Reservist Distributions are available for:**
- **a.** **[ ]** The entire amount elected for the applicable Health FSA for the Plan Year minus applicable Health FSA reimbursements received as of the date of the Qualified Reservist Distribution request.
- **b.** **[ ]** The amount contributed to the applicable Health FSA as of the date of the Qualified Reservist Distribution request minus applicable FSA reimbursements received as of the date of the Qualified Reservist Distribution request.
- **c.** **[ ]** Other amount (not to exceed the entire amount elected for the applicable Plan Year minus reimbursements): _____

F. HEALTH SAVINGS ACCOUNT (HSA Account) (Article 9)

NOTE: *If HSA Account is not a permitted Benefit under A.5g, Section F is disregarded.*

Employer Contributions

1. **Matching Contributions.** The Plan permits Employer matching contributions to the HSA Account as follows (not to exceed the limits in Section 9.04):
- **a.** **[X]** None
- **b.** **[ ]** Discretionary
- **c.** **[ ]** _____% of the Participant's elected HSA Account contribution up to _____% of the Participant's Compensation
- **d.** **[ ]** _____% of the Participant's elected HSA Account contribution up to $_____
- **e.** **[ ]** Other: _____

NOTE: *If the Plan is intended to be a simple cafeteria plan, the matching contributions in this section will apply in addition to the contributions at A.6b.*

2. **Employer Non-Elective Contributions.** The Plan permits Employer non-elective contributions to the HSA Account as follows (not to exceed the limits in Section 9.04):
- **a.** **[ ]** None
- **b.** **[X]** Discretionary
- **c.** **[ ]** _____% of the Participant's Compensation
- **d.** **[ ]** $_____ per Eligible Employee
- **e.** **[ ]** Other: _____

NOTE: *If the Plan is intended to be a simple cafeteria plan, the Employer non-elective contributions in this section will apply in addition to the contributions at A.6b.*

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3. Contribution Limits. Select the maximum allowable contribution to a Participant's HSA Account in any Plan Year:
- **a. [X]** The maximum amount permitted under Code section 223(b), reduced by any Employer contributions.
- **b. [ ]** Other amount: _____ (not to exceed the Code section 223(b) maximum when combined with any Employer contributions).

G. FLEXIBLE BENEFIT CREDITS ("Flex Credits") (Section 11.01)

Health Flex Contribution

NOTE: *If Flexible Benefit Credits are not permitted Benefits in A.5h, Section G is disregarded.*

1. [ ] Health Flex Contribution. The Flex Credit is intended to qualify as a "health flex contribution" under Treas. Reg. section 1.5000A-3(e)(3)(ii)(E): The Participant may not opt to receive the Flex Credit as a cash or taxable benefit and the Participant may only use the Flex Credit for the payment of premiums applicable to health care and toward the Health FSA or HSA-Compatible Health FSA Benefits.

2. Eligible Benefits. Participants may elect to contribute the Flex Credits to the following benefits:
- **a. [ ]** All Benefits offered under the Plan
- **b. [ ]** All Benefits offered under the Plan except the following: _____
- **c. [ ]** Only the following Benefits: _____
- **d. [ ]** Only the portion of the (i) Premium Conversion Account paid toward Employer-sponsored Health Contract premiums and/or (ii) Health FSA or HSA-Compatible Health FSA Benefits.

NOTE: *If G.1 is selected, G.2d must be selected.*

3. Amount of Flex Credit. The Employer will contribute a Flex Credit on behalf of each Eligible Employee as follows:
- **a. [ ]** $_____ per Eligible Employee
- **b. [ ]** A discretionary amount as determined by the Employer
- **c. [ ]** Other: _____
- **d. [ ]** The amount of the simple cafeteria plan contributions described in A.6b

4. [ ] Contribution to 401(k) Plan. An Eligible Employee may elect to contribute all or a portion of his or her Flex Credits to a Qualified Plan in accordance with the terms of the following Qualified Plan(s): _____

NOTE: *If G.4 is selected, then G.5 (cash out) must also be elected.*

Cash Outs

5. Cash Out of Flex Credits. A Participant may elect to receive all or a portion of his or Flex Credits in cash.
- **a. [ ]** Yes
- **b. [ ]** Yes, subject to the following limitations: _____
- **c. [ ]** No

NOTE: *If G.5a or G.5b is selected, then Flex Credits a Participant elects to contribute to a Health FSA will count toward the Code section 125(i) contribution limitation.*

NOTE: *If G.1 is selected, G.5c must be selected.*

NOTE: *If G.5.c is selected, the maximum value of Flex Credits a Participant can contribute to a Health FSA for a Plan Year is $500.*

6. Amount of Cash Out. For each Flex Credit dollar that a Participant elects to receive in cash from the Plan, the Participant will receive: $_____ (insert dollar value of each Flex Credit; if no amount is provided, the cash out value of each Flex Credit is $1.00)

7. Maximum Flex Credit Cash Out. The amount of cash a Participant may receive in exchange for Flex Credits in Plan Year shall not exceed:
- **a. [ ]** No limit
- **b. [ ]** $_____ per calendar year
- **c. [ ]** Other: _____

8. Payment of Cash Out. Amounts distributed in cash from the Plan pursuant to Section 11.03 shall be paid to the Participant in:
- **a. [ ]** Equal payroll installments
- **b. [ ]** A single lump sum at the beginning of the Plan Year
- **c. [ ]** A single lump sum at the end of the Plan Year
- **d. [ ]** Other: _____

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H. PURCHASE AND SALE OF PAID TIME OFF (PTO) (Section 11.02)

Purchase of PTO

1. Maximum PTO Purchase. A Participant can elect to purchase no more than the following periods of PTO in a Plan Year:

- **a. [ ]** None
- **b. [ ]** _____ hours
- **c. [ ]** _____ days
- **d. [ ]** _____ weeks
- **e. [ ]** Other: _____

NOTE: *If Purchase of PTO is not a permitted Benefit in A.5i, H.1 is disregarded.*

Sale of PTO

2. Maximum PTO Sale. A Participant can elect to sell no more than the following periods of PTO in a Plan Year:

- **a. [ ]** None
- **b. [ ]** _____ hours
- **c. [ ]** _____ days
- **d. [ ]** _____ weeks
- **e. [ ]** Other: _____

NOTE: *If Sale of PTO is not a permitted Benefit in A.5i, H.2 is disregarded.*

Carryover of PTO

3. [ ] No Carryover of Elective PTO. Unused elective PTO (determined as of the last day of the Plan Year) shall be paid in cash on or prior to the last day of the Plan Year.

NOTE: *If Sale and/or Purchase of PTO are not permitted Benefits in A.5i, H.3 is disregarded.*

NOTE: *If H.3 is not selected, unused elective PTO will be forfeited as of the last day of the Plan Year.*

I. MISCELLANEOUS

Plan Administrator Information

1. Plan Administrator.

- **a. [X]** Plan Sponsor
- **b. [ ]** Committee appointed by Plan Sponsor
- **c. [ ]** Other: _____

2. Indemnification. Type of indemnification for the Plan Administrator:

- **a. [X]** None - the Company will not indemnify the Plan Administrator.
- **b. [ ]** Standard as provided in Section 14.02.
- **c. [ ]** Custom. (If I.2.c. (Custom) is selected, indemnification for the Plan Administrator is provided pursuant to an Addendum to the Adoption Agreement.)

3. Governing Law. The following state's law shall govern the terms of the Plan to the extent not pre-empted by Federal law:Texas

4. Participating Employers. Additional participating employers may be specified in an addendum to the Adoption Agreement.

5. State of Organization. State of organization of Plan Sponsor:Texas
(If state law requires written document language regarding benefits herein, add language to Addendum.)

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J. EXECUTION PAGE

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #125 and any related Appendix and Addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The Plan Sponsor caused this Plan to be executed this _____ day of _____, 2024.

WILLIAMSON COUNTY :

Signature:_____

Print Name: _____

Title/Position:_____

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CUSTOM LANGUAGE ADDENDUM

Employees that are rehired will be required to complete the (30) Thirty Day waiting period and will be eligible for coverage on the first day of the following month. However, since benefits are paid one pay period in advance, an employee that is reemployed within 30 days before their benefits term will remain eligible and not terminate.

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WILLIAMSON COUNTY FLEXIBLE BENEFITS PLAN HIGHLIGHTS

IMPORTANT: ***This is a brief summary of the features of the Williamson County Flexible Benefits Plan. For a full summary, please refer to the Summary Plan Description.***

Benefits	
Premium Conversion Account	The Premium Conversion Account can be used to pay the premiums of the following types of coverage: • Employer Group Health • Employer Dental • Employer Vision
General Purpose Health FSA	Health FSAs may be used to reimburse eligible medical expenses incurred during the year. Employees who are not eligible to participate in the employer health plan are not eligible to participate in the Health FSA. Employees who participate in the HSA are not eligible to participate in the Health FSA.
Dependent Care Account	DCAP Accounts may be used to reimburse eligible dependent care expenses incurred during the year.
Health Savings Account	HSAs may be used to reimburse eligible medical expenses incurred during the year. Employees who are enrolled in any health plan that is not a high-deductible health plan are not eligible to participate in the HSA. Employees who participate in the General Purpose Health FSA are not eligible to participate in the HSA.
Eligibility	
Eligible Employees	Employee will become eligible for the Plan on the first day of the calendar month coincident with or next following the day they meet the following requirements: • Completion of 30 days of service. The benefits offered under the Plan may have additional eligibility requirements. Please see the SPD for more information.
Excluded Employees	The following Employees are excluded from the Plan: • Part-time employees who are expected to work fewer than 30 hours per week
Enrollment	
Elections	New employees may enroll 30 days after their date of hire. Newly eligible employees who become eligible may enroll within 30 days of the date of eligibility. Ongoing employees may enroll during open enrollment. See SPD when elections may be modified mid-year.
Contributions	

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Premium Conversion Account	The amount of the contribution to the Premium Conversion Account is equal to the amount of the Participant's portion of the premium due.
General Purpose Health FSA	The maximum amount the Participant may contribute each year to a General Purpose Health FSA is the maximum amount permitted under the tax code ($3,300 for 2025). The County will not make additional contributions to the General Purpose Health FSA.
Dependent Care Assistance Plan Account	The maximum amount the Participant may contribute each year to a DCAP Account is the maximum amount permitted under the tax code ($5,000 for 2025 or $2,500 if the Participant is single or married filing separately).
Health Savings Account (HSA)	The maximum amount the Participant may contribute each year to the Participant's HSA is the maximum amount permitted under the tax code ($4,300 in 2025 if the Participant is enrolled in individual health coverage and $8,550 if the Participant is enrolled in family health coverage). The County may make discretionary contributions to the Participant's HSA on the Participant's behalf.
Reimbursement	
General Purpose Health FSA	Timing: The Participant must submit claims for reimbursement from the Participant's General Health FSA no later than 90 days after the end of the Plan Year. Carryover Allowed: up to $$250.00, which may be used to pay or reimburse eligible expenses for the subsequent Plan Year.
Dependent Care Assistance Plan Account	Timing: The Participant must submit claims for reimbursement from the Participant's DCAP Account no later than 90 days after the end of the Plan Year. Any amounts remaining in the Participant's DCAP Account at the end of the Plan Year after all timely claims have been paid will be forfeited.
Health Savings Account (HSA)	Employees must contact the HSA provider for information on how to submit claims for reimbursement.
Contact Information	
The Plan Administrator is Williamson County . Address: 100 Wilco Way, Suite #101, Georgetown, TX 78626 Phone number: 512-943-1604 Fax number: 512-943-1535 Email: sloughrey@wilco.org	
Note: These plan highlights are intended to be a very concise overview of plan features. For a detailed description of plan features, please review the Summary Plan Description or contact the Plan Administrator for more information. The plan features described in these plan highlights are subject to change. In the event of a discrepancy between the legal plan document and these highlights (or any other summary of plan features), the plan document shall control.	

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WILLIAMSON COUNTY FLEXIBLE BENEFITS PLAN

SUMMARY PLAN DESCRIPTION

01/01/2025

WILLIAMSON COUNTY FLEXIBLE BENEFITS PLAN

SUMMARY PLAN DESCRIPTION

TABLE OF CONTENTS

INTRODUCTION 1

ELIGIBILITY 1

ELECTION PROCEDURES 1

BENEFITS 2
- Premium Conversion Account 2
- Health Flexible Spending Account (Health FSA) 3
  - Health FSA Eligibility 3
  - Health FSA Contributions 3
  - Health FSA Eligible Expenses/Reimbursement 3
  - Termination of Employment 4
- Dependent Care Assistance Plan Account (DCAP) 4
  - DCAP Contributions 4
  - DCAP Eligible Expenses/Reimbursement 4
  - Termination of Employment 5
- Health Savings Account (HSA) 5
  - HSA Eligibility 5
  - HSA Contributions 5
  - HSA Eligible Expenses/Reimbursement 5
  - Termination of Employment 6

CLAIMS PROCEDURES 6
- Claims for Plan Benefits (except for Health FSAs) 6
- Claims for Health FSA Benefits 6
- Debit/Credit Cards 8
- Claims Not Governed by this Summary 8

COBRA CONTINUATION COVERAGE 8
- Qualifying Events 8
- Continuing Coverage 9
- Election Procedures and Deadlines 9
- Cost of COBRA Continuation Coverage 9
- When Continuation Coverage Ends 9

YOUR RIGHTS UNDER ERISA 10
- Prudent Actions by Plan Fiduciaries 10
- Enforce Your Rights 10
- Assistance with Your Questions 11

MISCELLANEOUS 11
- FMLA 11
- Unclaimed Reimbursements 11
- Excess Payments/Reimbursements 11
- Beneficiaries 11
- Qualified Medical Child Support Orders 11

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Loss of Benefit 12
Non-Alienation of Benefits 12
Amendment and Termination of the Plan 12
Plan Administrator Discretion 12
Taxation 12
Governing Law 12
PLAN INFORMATION 12

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INTRODUCTION

Williamson County (the "County") established the Williamson County Flexible Benefits Plan (the "Plan") effective 11/01/2012. This summary describes the Plan as amended and restated effective 01/01/2025. The Plan is a cafeteria plan that provides an eligible employee with the opportunity to choose among benefits offered under the Plan.

This summary supersedes all previous summaries of the Plan. Although the purpose of this document is to summarize the more significant provisions of the Plan, it is only a summary - the terms of the Plan document ultimately govern the operation and administration of the Plan. The County and any employer who has adopted the Plan is referred to in this document as the "County".

ELIGIBILITY

You are an "Eligible Employee" if you are an employee of the County or any affiliate who has adopted the Plan on the first day of the calendar month coincident with or next following the date you have completed at least 30 days of service.

However, you are not an "Eligible Employee" if you are any of the following:

- A self-employed individual (including a partner), or a person who owns (or is deemed to own) more than 2 percent of the outstanding stock of an S corporation.
- A part-time employee who is expected to work fewer than 30 hours per week.

If you are eligible to participate in the County-sponsored group health plan, then you are eligible to participate in the Health Flexible Spending Account, even if you do not elect to participate in the County-sponsored group health plan.

If you elect to participate in the General Health FSA then you are not eligible to contribute to an HSA-Compatible Health FSA, unless you elect to convert your General Health FSA. You must be enrolled in a high deductible health plan to be eligible to contribute to the Health Savings Account for the month. If you elect to participate in a General Health FSA for the Plan Year you are not eligible to participate in the HSA Benefit.

ELECTION PROCEDURES

You may elect to participate in the Benefits under the Plan within 30 days after your eligibility date (or a shorter period if established by the Plan Administrator).

If you do not enroll in the Plan upon your initial eligibility, you may enroll during the enrollment period established by the Plan Administrator. Your election will be effective as of the first day of the Plan Year following the enrollment period.

You may also enroll in the Plan upon a change in status event as described below.

To enroll in the Plan, you may need to submit a completed election form to the Plan Administrator on or before the date specified by the Plan Administrator. If, as of the start of a Plan Year, you have not submitted a

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completed election form by its due date, you will be deemed to have elected not to participate in the Plan for that Plan Year.

An election to participate in the Plan is generally irrevocable for the Plan Year except for the HSA Benefit, described below. You may not change your election during a Plan Year unless you experience a change in status. Your change in election must be on account of and correspond with a change in status that affects your eligibility for coverage under the Plan.

Depending on the Benefit, a "change in status" includes:

- Change in your marital status.
- Change in the number of your dependents.
- Change in your employment status or the employment status of your spouse or dependents.
- Your dependent satisfies or ceases to satisfy eligibility requirements.
- Change in your place of residence.
- Commencement or termination of an adoption proceeding.
- Court judgment, decree, or order.
- Entitlement to Medicare or Medicaid by you, your spouse, or your dependent.
- Significant cost or other coverage changes.
- You change coverage under another cafeteria plan.
- You take leave under the FMLA.
- You lose coverage under the group health plan due to a reduction in hours.
- You are eligible to enroll in a qualified health plan through the Marketplace.

BENEFITS

Contributions pertaining to a Benefit will be credited to the applicable account. Your contributions to the Plan are not subject to federal income tax or social security taxes. Please note that while you may enjoy certain tax benefits, there may be some drawbacks to participation in the Plan. For instance, participation in the Plan may lower your social security benefits. You should consult with your professional tax/financial advisor to determine the consequences of your participation in this Plan.

If you are a highly paid employee or an owner of your County, federal law may impose limits on your behalf to participate in the Plan and/or the benefits you may receive from the Plan. If the Plan Administrator determines that the Plan may fail to satisfy any nondiscrimination requirement or any limitation imposed by the Code, the Plan Administrator may modify your election in order to assure compliance with such requirements or limitations.

Premium Conversion Account

The Plan will automatically establish a Premium Conversion Account in your name when you become an Employee for the payment of premiums under the County-sponsored benefits/contracts listed below unless you affirmatively elect to not establish or contribute to such account. Your Premium Conversion Account will be credited with amounts withheld from your compensation. The amount of the contribution to your Premium Conversion Account is equal to the amount of your portion of the premium due for the following benefits/contracts:

- County Health
- County Dental

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- County Vision

In addition, your election for your premiums will be automatically adjusted for any change in the cost of contracts sponsored by the County as permitted by applicable law.

If you affirmatively elect not to participate in the Premium Conversion Account for a Plan Year, you will not be enrolled unless and until you elect to participate in the Premium Conversion Account as described in the "Election Procedures" above. Contributions to the Premium Conversion Account are not subject to federal income tax or social security taxes.

In the event of a conflict between the terms of this Plan and the terms of the applicable contract, the terms of the contract (or the benefit plan under which it is established) will control.

Health Flexible Spending Account (Health FSA)

The following Health Flexible Spending Account is available under the Plan:

- General Purpose Health FSA

General Purpose Health FSAs may only be used to reimburse for qualifying medical expenses during the Plan Year.

If you are eligible, you may elect to contribute to a Health FSA in accordance with the "Election Procedures" described above.

Health FSA Eligibility

Please be aware that there are some limitations on your eligibility to participate in Health FSAs. If you are an Eligible Employee, you are eligible to contribute to a Health FSA. However, if you are not eligible to participate in the County-sponsored group health plan, then you are not eligible to participate in a Health FSA. Additionally, if you elect to participate in the Health Savings Account you are not eligible to participate in the General Purpose Health FSA Benefit.

Health FSA Contributions

Your Health FSA will be credited with your contributions and will be reduced by any payments made on your behalf. The maximum amount you may contribute each year to your General Purpose Health FSA and/or HSA-Compatible Health FSA is the maximum amount permitted under the tax code ($3,300 for 2025). The County will not make additional contributions to your General Purpose Health FSA on your behalf.

Health FSA Eligible Expenses/Reimbursement

You will be entitled to receive reimbursement from your General Purpose Health FSA for eligible expenses incurred by you, your spouse and dependents, if any. A dependent is generally someone you may claim as a dependent on your federal tax return and also includes a child until their 26th birthday. The entire annual amount you elect to contribute for the Plan Year to your Health FSA, less any reimbursements already distributed from your Health FSA, will be available for reimbursement throughout the Plan Year.

You may receive reimbursement for eligible expenses incurred during the Plan Year when you are participating in your Health FSA. Eligible expenses generally include all medical expenses that you may deduct on your

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federal income tax return. Health insurance premiums are not an eligible expense for the Health FSA.

You will not be reimbursed for any expenses that were (1) incurred before you are eligible to participate in the Health FSA; (2) incurred after you have become ineligible to participate in the Health FSA and are attributable to a tax deduction you took in a prior taxable year; or (3) covered, paid, or reimbursed from another source. Your claim for reimbursement must include substantiation that the Plan Administrator or Claims Administrator considers sufficient for determining that the claim constitutes an expense eligible for reimbursement under the Plan.

If you are a participant in any County-sponsored benefit plan, eligible expenses that are not covered under the benefit plan, such as co-payments, co-insurance or deductibles, will be automatically paid through your General Purpose Health FSA.

You must submit claims for reimbursement from your General Purpose Health FSA no later than 90 days after the end of the Plan Year. Any amounts remaining in your Health FSA after all timely claims have been paid will be forfeited.

Notwithstanding the forfeiture provisions above, if you have a balance in your Health FSA as of the last day of the Plan Year after all eligible expenses have been reimbursed and the claims deadline for the Plan Year has passed, the Plan will carry over the balance from your Health FSA, up to $$250.00, which may be used to pay or reimburse eligible expenses for the subsequent Plan Year. Any amounts in your Health FSA that exceed the limit above will be forfeited.

Termination of Employment

If you terminate employment with the County for any reason during the Plan Year, your contributions to your FSA will end as of your date of termination. You may submit claims for reimbursement from your FSA for expenses incurred during the Plan Year prior to your termination of employment. You must submit claims for reimbursement from your Health FSA no later than 90 days after the date your employment terminates. Any balance remaining in your Health FSA will be forfeited after claims submitted prior to this date have been processed.

Dependent Care Assistance Plan Account (DCAP)

A Dependent Care Assistance Plan Account may be used to reimburse expenses incurred for the care of a qualifying dependent. If you are eligible, you may elect to contribute to a DCAP Account in accordance with the "Election Procedures" described above.

DCAP Contributions

Your DCAP Account will be credited with your contributions and will be reduced by any payments made on your behalf. The maximum amount that you may contribute each year to your DCAP Account is the maximum amount permitted under the tax code ($5,000 for 2025, $2,500 if you are married and filing separately.)

The County will not make additional contributions to your DCAP Account on your behalf.

DCAP Eligible Expenses/Reimbursement

The amount available for reimbursement is the balance in your DCAP Account at the time the reimbursement

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request is received by the Plan Administrator or Claims Administrator. You may receive reimbursement for eligible expenses incurred during the Plan Year when you are participating in your DCAP Account. Eligible expenses generally include those that you incur in order to be gainfully employed and for the care of (i) your dependent who is under age 13, or (ii) your spouse or dependent who lives with you and who is physically or mentally incapable of caring for themselves. Expenses incurred for overnight camp are not eligible for reimbursement. A dependent is generally someone who you may claim as a dependent on your federal tax return.

You must submit claims for reimbursement from your DCAP Account no later than 90 days following the Plan Year. Any amounts remaining in your DCAP Account at the end of the Plan Year after all timely claims have been paid will be forfeited.

Termination of Employment

If you terminate employment with the County for any reason during the Plan Year, your contributions to your DCAP Account will end as of your date of termination. You may submit claims for reimbursement from your DCAP Account for expenses incurred during the Plan Year prior to your termination of employment. You must submit claims for reimbursement from your DCAP Account no later than 90 days after the date your employment terminates. Any balance remaining in your DCAP Account will be forfeited after claims submitted prior to this date have been processed.

Health Savings Account (HSA)

A Health Savings Account may be used to reimburse qualifying medical expenses. If you are eligible, you may elect to contribute to an HSA in accordance with the "Election Procedures" described above.

HSA Eligibility

If, as of the first day of the month, you are enrolled in a high deductible health plan, you are eligible to participate in the Health Savings Account for the month. Your participation in a General Purpose Health FSA under another plan may also affect your ability to contribute to an HSA. If you are not enrolled in a high deductible health plan or are covered under a non-high deductible health plan you are not eligible to contribute to an HSA.

HSA Contributions

Your HSA will be credited with your contributions and will be reduced by any payments made on your behalf. The maximum amount you may contribute each year to your HSA is the maximum amount permitted under the tax code ($4,300 for 2025, if you are enrolled in self-only coverage and $8,550 for 2025 if you are enrolled in family coverage).

The County will not make additional matching contributions to your HSA on your behalf.

If the County decides to make a non-elective contribution to your HSA, the amount of the contribution and the method used to allocate the contribution among various participants will be determined by the County at the time the contribution is made.

HSA Eligible Expenses/Reimbursement

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Your HSA Benefit is not an employer-sponsored employee benefit plan - it is an individual trust or custodial account separately established and maintained outside the Plan. Consequently, the County does not establish or maintain the HSA. The Plan Administrator will maintain records to keep track of your HSA contributions, but it will not create a separate fund or otherwise segregate assets for this purpose. The County has no authority or control over the funds deposited in your HSA.

Termination of Employment

If you terminate employment with the County for any reason during the Plan Year, your contributions to your HSA will end as of your date of termination. You will continue to be eligible to receive distributions from your HSA in accordance with the terms of the documents governing your HSA.

CLAIMS PROCEDURES

You must submit your claim for benefits in accordance with the Plan Administrator's guidelines. Claims may also be submitted to FSA: UnitedHealthcare; HSA: UnitedHealthcare/Optum at:

Address: FSA: www.welcometouhc.com/fsa; HSA: www.optumbank.com
Phone number: 866-755-2648

Any claim for benefits must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merits of the claim. The Plan Administrator may request any additional information necessary to evaluate the claim.

To the extent that the Plan Administrator approves a claim, the County may either (i) reimburse you, or (ii) pay the service provider directly. The Plan Administrator will pay claims at least once per year. The Plan Administrator may provide that payments/reimbursements of less than a certain amount will be carried forward and aggregated with future claims until the reimbursable amount is greater than a minimum amount. In any event, the entire amount of payments/reimbursements outstanding at the end of the Plan Year will be reimbursed without regard to the minimum payment amount.

Claims for Plan Benefits (except for Health FSAs)

You must file a claim for benefits under this Plan in accordance with the Plan Administrator's guidelines. If your claim does not include enough information to process the claim, you will be given an opportunity to provide the missing information. You may designate an authorized representative by providing written notice of the designation to the Plan Administrator.

You may apply for benefits under the Plan by completing and filing a claim with the Plan Administrator. Your claim must include all information and evidence that the Plan Administrator deems necessary to evaluate the merit of your claim and to make any necessary determinations on your claim. The Plan Administrator may request any additional information from you as necessary to evaluate the claim.

Claims for Health FSA Benefits

If you file a claim for benefits from your Health FSA and that claim is denied, the Plan Administrator will notify you within a reasonable period of time, but no later than 30 days after the Plan Administrator received the

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claim. The Plan Administrator may notify you, prior to the expiration of this 30-day period, of the need to extend the period by up to 15 days due to matters beyond its control. In such case the Plan Administrator will notify you of the circumstances requiring the extension of time and the date by which the Plan Administrator will notify you of its decision. If the extension is necessary because you did not submit information necessary to decide the claim, the notice of extension will describe the required information, and you will have at least 45 days from the day you receive the notice to provide the specified information.

If your claim is denied, the Plan Administrator will provide you with a notice identifying (A) the reason or reasons for the denial, (B) the Plan provisions on which the denial is based, (C) any material or information needed to grant the claim and an explanation of why the additional information is necessary, (D) an explanation of the steps that you must take if you wish to appeal the denial, including a statement that you may bring a civil action under ERISA after following the Plan's claims procedures. The notice will also include (1) if an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon in making the denial and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to you upon request; or (2) if the denial is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to your medical circumstances, or a statement that such explanation will be provided free of charge upon request.

Appeal of Denied Claim. If you wish to appeal the denial of a claim, you must file an appeal with the Plan Administrator on or before the 180th day after you receive the Plan Administrator's notice that the claim has been denied. You will lose the right to appeal if the appeal is not made within this 180-day period. The appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. You will be provided, upon request and free of charge, documents and other information relevant to your claim. Your appeal may also include any comments, statements or documents that you desire to provide. The Plan Administrator will consider the merits of your presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. In considering the appeal, the Plan Administrator will:

(A) Provide for a review that does not afford deference to the initial adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the denial that is the subject of the appeal, nor the subordinate of such individual;

(B) Provide that, in deciding an appeal of any denial that is based on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;

(C) Provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your claim denial, without regard to whether the advice was relied upon in making the denial; and

(D) Provide that the health care professional engaged for purposes of a consultation under (B) above will be an individual who is neither an individual who was consulted in connection with the denial that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator will notify you of the Plan's benefit determination on review within 60 days after receipt by the Plan of your request for review of the denial.

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Denial of Appeal. If your appeal is denied, the Plan Administrator will provide you with a notice identifying (A) the reason or reasons for such denial, (B) the Plan provisions on which the denial is based, (C) a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim, and (D) a statement describing your right to bring an action under section 502(a) of ERISA after following the Plan's claims procedures. The determination rendered by the Plan Administrator shall be binding upon all parties.

Exhaustion of Remedies; Limitations Period for Filing Suit. Before you can file a lawsuit for benefits under the Plan, you must exhaust the Plan's internal remedies. A lawsuit for benefits under the Plan must be brought within one year after the date of a final decision on the claim in accordance with the claims procedure described above.

Benefits Provided under Contracts. Please see the underlying contracts for any additional claims and reimbursement rules under those contracts.

Debit/Credit Cards

Williamson County will provide you with a debit/credit and/or other stored-value card for purposes of making purchases that are eligible for reimbursement from your Health Flexible Spending Account and/or Dependent Care Assistance Plan Account. The Plan Administrator will provide you with more information about these cards as well as any limitations at the time you enroll in the Plan. You do not have to use the cards and may request reimbursements as listed above.

Claims Not Governed by this Summary

HSA Claims. Claims relating to the HSA are administered by your HSA trustee/custodians in accordance with the HSA trust or custodial document.

COBRA CONTINUATION COVERAGE

If you are participating in the Health FSA and your County is not a small employer, then COBRA applies. A "small employer" is generally an employer that employs fewer than 20 employees, but you should contact the Plan Administrator who can inform you if the County is a small employer not subject to COBRA and is not required to comply with these rules. Depending on your Health FSA balance at the time of the Qualifying Event (described below), you may not be eligible for COBRA continuation coverage.

Qualifying Events

You have the right to continue your coverage under the Health FSA if any of the following events results in your loss of coverage under the Health FSA:

- termination of employment for any reason other than gross misconduct
- reduction in your hours of employment

Your spouse and dependent children (including children born to you or placed for adoption with you) have the right to continue coverage under the Health FSA if any of the following events results in their loss of coverage under the Health FSA:

- termination of your employment for any reason other than gross misconduct
- reduction in your hours of employment
- you become enrolled in Medicare

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- you and your spouse divorce or are legally separated
- your death
- your dependent ceases to be a "dependent child" for purposes of COBRA

Persons entitled to continue coverage under COBRA are "Qualified Beneficiaries."
If the cost of COBRA continuation coverage for the remainder of the Plan Year equals or exceeds the amount of reimbursement you have available under the Health FSA for the remainder of the Plan Year, you, your spouse, and/or your dependent child(ren) generally do not have the right to elect COBRA continuation coverage. You will be provided notice which explains your rights regarding COBRA continuation coverage.

Continuing Coverage

You may continue the level of coverage you had in effect immediately preceding the Qualifying Event. However, if Plan benefits are modified for similarly situated active employees, then they will be modified for you and other Qualified Beneficiaries as well. You will be eligible to make a change in your benefit election with respect to the Plan upon the occurrence of any event that permits a similarly situated active employee to make a benefit election change during a Plan Year.

You, your spouse, or your dependent child(ren) must notify the Plan Administrator or its delegate in writing of a divorce, legal separation, or a child losing dependent status under the Plan within 60 days after the later of (1) the date of the Qualifying Event or (2) the date on which coverage is lost under the Plan because of the event. After receiving notice of a Qualifying Event, the Plan Administrator will provide Qualifying Beneficiaries with an election notice, which describes the right to COBRA continuation coverage and how to make an election. Notice to your spouse is deemed notice to your covered dependents that reside with the spouse.

You or your dependent(s) are responsible for notifying the Plan Administrator or its delegate if you or your dependent(s) become covered under another group health plan or entitled to Medicare.

Election Procedures and Deadlines

A Qualified Beneficiary may make an election for COBRA continuation coverage if they are not covered under the Plan as a result of another Qualified Beneficiary's COBRA continuation election. To elect COBRA continuation coverage, you must complete the applicable election form within 60 days from the later of (1) the date the election notice was provided to you or (2) the date that the Qualified Beneficiary would otherwise lose coverage under the Plan due to the Qualifying Event and submit it to the Plan Administrator or its delegate. If the Qualified Beneficiary does not return the election form within the 60-day period, it will be considered a waiver of their COBRA continuation coverage rights.

Cost of COBRA Continuation Coverage

The cost of COBRA continuation coverage will not exceed 102% of the applicable premium for the period of continuation coverage.

When Continuation Coverage Ends

You may be able to continue coverage under the Health FSA until the end of the Plan Year in which the Qualifying Event occurs. However, COBRA continuation coverage may end earlier for any of the following reasons:

- You fail to make a required COBRA continuation coverage contribution;

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- The date that you first become covered under another Health FSA;
- The date that you first become entitled to Medicare; or
- The date the County no longer provides a Health FSA to any of its employees.

YOUR RIGHTS UNDER ERISA

As a participant in the Health FSA under this Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all participants in a plan governed by ERISA shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report. The plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Continue health care coverage for yourself, spouse or dependents if there is a loss of coverage under the plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. Review this summary plan description and the documents governing the plan on the rules governing your COBRA continuation coverage rights.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for participants in plans governed by ERISA, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your County, your union, if applicable, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining an ERISA welfare benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for an ERISA welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.
Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of ERISA plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court if you have exhausted the Plan's claims procedures. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court if you have exhausted the Plan's claims procedures. If you are discriminated against for asserting your rights,

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you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

MISCELLANEOUS

FMLA

If you go on unpaid leave that qualifies as family leave under the Family and Medical Leave Act you may be able to continue receiving health care benefits. Contact the Plan Administrator for more information under the Plan.

Unclaimed Reimbursements

Payments from the Account that are not claimed on a timely basis (for example, checks issued from the Plan that are not timely cashed) will be forfeited and returned to the Plan. Please contact your Plan Administrator about what constitutes "timely" claims of payment from the Plan.

Excess Payments/Reimbursements

If you receive an excess benefit or payment under the Plan, you must immediately repay any such excess payments/reimbursements. You must also reimburse the County for any liability the County may incur for making such payments, including but not limited to, failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If you fail to timely repay an excess amount and/or make adequate indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset your salary or wages, and/or (ii) offset other benefits payable to you under this Plan.

Beneficiaries

If you die, your beneficiaries or your estate may submit claims for eligible expenses for the portion of the Plan Year preceding the date of your death. You may designate a specific beneficiary for this purpose. If you do not name a beneficiary, the Plan Administrator may pay any amount to your spouse, one or more of your dependents, or a representative of your estate.

Qualified Medical Child Support Orders

In certain circumstances you may be able to enroll a child in the Plan if the Plan receives a Qualified Medical

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Child Support Order (QMCSO). You may obtain a copy of the QMCSO procedures from the Plan Administrator, free of charge.

Loss of Benefit

You may lose all or part of your Account(s) under the Plan if the unused balance is forfeited at the end of a Plan Year and if we cannot locate you when your benefit becomes payable to you.

Non-Alienation of Benefits

You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a beneficiary to receive benefits under the Plan in the event of your death.

Amendment and Termination of the Plan

The County may amend or terminate the Plan at any time.

Plan Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding on all persons and parties.

Taxation

The County intends that all benefits provided under the Plan will not be taxable to you under federal tax law. However, the County does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. You should consult with your professional tax advisor to determine the tax consequences of your participation in this Plan.

Governing Law

The Plan is governed by the laws of Texas to the extent not pre-empted by Federal law.

PLAN INFORMATION

1. The Plan Sponsor and Plan Administrator is Williamson County .

2. The Plan Sponsor's and Plan Administrator's Address is 100 Wilco Way, Suite #101, Georgetown, TX 78626

3. The Plan sponsor's EIN is 74-6000978

4. The Plan Sponsor and Plan Administrator's phone number is 512-943-1604

5. The Plan is a cafeteria plan under section 125 of the Internal Revenue Code. The Health FSA Benefit under the Plan is a welfare benefit plan.

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6. The Plan number is 504.

7. The Plan's designated agent for service of legal process is the Plan Sponsor. Any legal papers should be delivered to the Plan Sponsor at the address listed above. However, service may also be made upon the Plan Administrator.

8. The Plan Year is the 12-consecutive month period ending on 12/31.

9. Amount contributed by Plan Participants and the County to the Plan are general assets of the County. All payments of benefits under the Plan are made solely out of the general assets of the County. The County has no obligation to set aside any funds, establish a trust, or segregate any amounts for the purpose of making any benefit payments under this Plan. The County may, in its sole discretion, set aside funds, establish a trust, or segregate amounts for the purpose of making benefit payments under this Plan.

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Custom Language:

Employees that are rehired will be required to complete the (30) Thirty Day waiting period and will be eligible for coverage on the first day of the following month. However, since benefits are paid one pay period in advance, an employee that is reemployed within 30 days before their benefits term will remain eligible and not terminate.

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Commissioners Court - Regular Session **39.**

Meeting Date: 12/17/2024

Employee Policy Manual update

Submitted By: Kayla Marek, Human Resources

Department: Human Resources

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on changes to the Employee Policy Manual for FY25.

Background

Please see two changes attached removing PWFA verbiage to align with a change in Texas legislative enforcement.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EPM changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	12/12/2024 09:12 AM
County Judge Exec Asst.	Delia Colon	12/12/2024 09:25 AM
Form Started By: Kayla Marek		Started On: 12/12/2024 09:02 AM
Final Approval Date: 12/12/2024		

Leave Chart

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

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

Type	Rate of Accrual	Max Accrual	Policy
BAD WEATHER	As determined by order of the County Judge	N/A	• Employee must be at work or scheduled and ready for work on the day of office closure. • Employees on approved leave of any type are not eligible. • If office closure continues beyond five (5) consecutive days, employees must use vacation pay, compensatory time, personal holiday or unpaid leave unless otherwise determined by Commissioners Court.
ESSENTIAL PERSONNEL LEAVE	As determined by order of the County Judge	N/A	• Essential Personnel Leave is granted when exempt employees must work outside their regular schedule during an office closure that has been declared by the County Judge. • FEMA reimbursement is possible. • Essential Personnel leave must be used before the end of the current fiscal year.
COMPENSATORY LEAVE	Refer to Overtime Policies for accrual.	240 hours	• Must be used before vacation time.
~~**PREGNANT WORKERS FAIRNESS ACT (PWFA)**~~	~~N/A~~	~~N/A~~	~~• PWFA, federal law effective 6/27/2023, outlines provision of reasonable accommodations for known limitations related to pregnancy, childbirth, or related medical conditions.~~ ~~• Leave to recover from childbirth is covered as an accommodation under PWFA when an employee is not eligible for Family Medical Leave Act (FMLA).~~ ~~• Contact Human Resources for more details.~~
PAID QUARANTINE LEAVE	Used by eligible employees who are ordered by their supervisor or the Local Health Authority to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.	N/A	• As defined by HB 2073 eligible County employees include peace officers, corrections officers, paramedics, and emergency medical technicians employed by, appointed by, or elected for a political subdivision. • Covers all employee benefits, including compensation for all regularly-scheduled shift hours, leave accruals, retirement benefits, and health plan benefits for the duration of the leave. • Quarantine reimbursement requests may also be submitted for reasonable related costs. • Contact HR for more information.

Wilco PTO leave time is applied in the following order:
1) Compensatory time 2) Vacation leave

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

Non-Discrimination and Anti-Harassment

Williamson County strives to be an employer of choice and endeavors to provide an optimal work environment and experience for County employees, free of discrimination and harassment.

Non-Discrimination

Protections against discrimination provided to employees under state and federal law are detailed in the table below. These protections and the expectation of compliance apply to all employees and officials, regardless of their position. Contact Human Resources for more information.

Employment Law	Coverage	References
Title VII, Civil Rights Act (1963)	Prohibits employment discrimination based on race, color, religion, sex or national origin.	• View EEOC Know Your Rights: Workplace Discrimination is Illegal poster **here**
Civil Rights Act (1991)	Provides amendments to 1963 Act to strengthen civil rights laws and deter unlawful harassment and discrimination in the workplace.	
Equal Pay Act (EPA)	Protects against sex-based wage discrimination for performance of substantially the same work in the same establishment.	• The EPA is an amendment within the FLSA, under enforcement of the EEOC • View EEOC information on Equal Pay and Compensation Discrimination **here** • View FLSA Employee Rights poster **here** • See related policies in Employment and Compensation sections within this policy manual
Fair Labor Standards Act (FLSA)	Establishes minimum wage, overtime pay, recordkeeping, and youth employment standards.	
Age Discrimination in Employment Act (ADEA)	Provides protection against discrimination in employment for employees 40 years of age or older.	• See information on age discrimination on the Department of Labor (DOL) website **here**
Americans with Disabilities Act (ADA, 1990) **Americans with Disabilities Act Amendments Act (ADAAA, 2008)**	Prohibits discrimination in recruitment, hiring, training, promotion, and compensation based on candidate or employee disability. Requires employers make reasonable accommodation to the known limitations of otherwise qualified individuals with disabilities, unless the accommodation will cause the employer an undue hardship.	• Information and resources can also be found at ADA.gov • A Reasonable Accommodation Request Form may be submitted online **here**
~~**Pregnant Workers Fairness Act (PWFA)**~~	~~Requires employers to provide reasonable accommodations for limitations related to pregnancy, childbirth, or related medical conditions, unless the accommodation will cause the employer an undue hardship.~~	~~• View PWFA poster **here**~~ ~~• View tips for Tips for Asking for Reasonable Accommodation **here**~~ ~~• A Reasonable Accommodation Request Form may be submitted online **here**~~
Providing Urgent Maternal Protections for Nursing Mothers Act (PUMP Act)	Under the FLSA, the Department of Labor (DOL) established that eligible nursing workers are entitled to reasonable break time and a private space to pump at work for up to one year after their child's birth. Protects the nursing worker from penalties in performance metrics and evaluations for lactation breaks.	• Designated space may not be a bathroom, and must be shielded from view and free from intrusion • Non-exempt employees may not perform work if clocked out for their break • View PUMP Act Protections here

Commissioners Court - Regular Session **40.**

Meeting Date: 12/17/2024

Kroger Opioid Settlement

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action authorizing the Williamson County Judge to execute a Settlement Participation and Release Form and any necessary Orders regarding settlement offers from Kroger in the matter of Texas opioid multi-district litigation for Williamson County in the matter of County of Williamson v. Purdue Pharma, Inc., et al., MDL PRETRIAL CAUSE NO. 2018-63587, in the 152d District Court of Harris County, Texas.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Participation and Release - Kroger

Order - Kroger Release Settlement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/12/2024 02:12 PM
Form Started By: Hal Hawes		Started On: 12/12/2024 10:30 AM
Final Approval Date: 12/12/2024		

Exhibit A

TEXAS SETTLEMENT SUBDIVISION PARTICIPATION AND RELEASE FORM

Political Subdivision: Williamson County, Texas	
Authorized Official: Williamson County Judge Bill Gravell, Jr.	
Address 1: 710 Main Street	
Address 2: Suite 101	
City, State, Zip: Georgetown, Texas	
Phone: (512) 943-1550	
Email: ctyjudge@wilco.org	

The governmental entity identified above ("Texas Political Subdivision"), in order to obtain and in consideration for the benefits provided to the Texas Political Subdivision pursuant to the Kroger Texas Settlement Agreement and Full Release of All Claims dated _____ ("Kroger Texas Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Kroger Texas Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Texas Political Subdivision above is aware of and has reviewed the Kroger Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Texas Political Subdivision elects to participate in the Kroger Texas Settlement and become a Participating Texas Political Subdivision as provided therein.

2. The Texas Political Subdivision shall immediately cease any and all litigation activities as to the Released Entities and Released Claims and, within 14 days of executing this Participation and Release Form, its counsel shall work with Kroger's counsel to dismiss with prejudice any Released Claims that it has filed.

3. The Texas Political Subdivision agrees to the terms of the Kroger Texas Settlement pertaining to Texas Political Subdivisions as provided therein.

4. By agreeing to the terms of the Kroger Texas Settlement and becoming a Releasor, the Texas Political Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date of the Release.

5. The Texas Political Subdivision agrees to use any monies it received through the Kroger Texas Settlement solely for the purposes provided therein.

6. The Texas Political Subdivision submits to the exclusive jurisdiction and authority of the Texas Consolidated Litigation Court as defined in the Kroger Texas Settlement. For the avoidance of doubt, nothing contained in this Participation and Release Form, or the Kroger Texas Settlement, constitutes consent to jurisdiction, express or implied, over the Texas Political Subdivision or its selected counsel to the jurisdiction of any other court (including without limitation MDL 2804, the MDL 2804 Fee Panel, the MDL 2804 Enforcement Committee, or the Court in which any Texas Consent Judgment is filed) for any purpose whatsoever.

7. The Texas Political Subdivision, as a Participating Texas Subdivision, has the right to enforce the Kroger Texas Settlement in the Texas Consolidated Litigation Court as provided therein.

8. The Texas Political Subdivision, as a Participating Texas Subdivision, hereby becomes a Releasor for all purposes in the Kroger Texas Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Texas Political Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entities in any forum whatsoever. The releases provided for in the Kroger Texas Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entity the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Texas Political Subdivision to release claims. The Kroger Texas Settlement shall be a complete bar to any Released Claim.

9. The Texas Political Subdivision hereby takes on all rights and obligations of a Participating Texas Subdivision as set forth in the Kroger Texas Settlement.

10. In connection with the releases provided for in the Kroger Texas Settlement, each Texas Political Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

> **General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Texas Political Subdivision hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Kroger Texas Settlement.

11. The Texas Political Subdivision acknowledges, agrees, and understands that the Maximum Texas Settlement Amount to be paid under the Kroger Texas Settlement for the benefit of the Participating Texas Political Subdivision, is less than or equal to the amount, in the aggregate, of the Alleged Harms allegedly suffered by the governmental entity, constitutes restitution and remediation for damage or harm allegedly caused by Kroger in order to restore, in whole or part, the governmental entity to the same position or condition that it would be in had it not suffered the Alleged Harms; and constitutes restitution and remediation for damage or harm allegedly caused by the potential violation of a law and/or is an amount paid to come into compliance with the law.

12. Nothing herein is intended to modify in any way the terms of the Kroger Texas Settlement Agreement, to which the Texas Political Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Kroger Texas Settlement, the Kroger Texas Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Texas Political Subdivision.

Signature: _____
Name: Bill Gravell, Jr.
Title: Williamson County Judge
Date: December 17, 2024

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

ORDER (RESOLUTION) AUTHORIZING APPROVAL OF PROPOSED TEXAS STATEWIDE OPIOID SETTLEMENT AGREEMENTS

BE IT REMEMBERED, at a regular meeting of the Commissioners Court of Williamson County, Texas, held on the 17th day of December, 2024 on motion made by _____Commissioner of Precinct _____and seconded by _____ Commissioner of Precinct __, the following Order (Resolution) was adopted:

WHEREAS, Williamson County obtained information indicating that certain drug companies and their corporate affiliates, parents, subsidiaries, and such other defendants as may be added to the litigation (collectively, "Defendants") have engaged in fraudulent and/or reckless marketing and/or distribution of opioids that have resulted in addictions and overdoses; and

WHEREAS, these actions, conduct and misconduct have resulted in significant financial costs in the past to the County and will undoubtedly result in significant financial costs in the future; and

WHEREAS, the County brought or has investigated claims against The Kroger Co. (“Kroger”), and certain other defendants related to potentially released claims; and (2) other defendants in the opioid supply chain on behalf of the County in *In Re*: *Texas Opioid Litigation*, MDL No. 2018-63587, currently pending in the 152nd District Court of Harris County, Texas and/or removed pending remand; and

WHEREAS, on October 30, 2024, the Kroger Defendant in the opioid litigation brought by the County, the State of Texas, through the Office of the Attorney General, and a negotiation group for Texas political subdivisions entered into an Agreement entitled Kroger Texas Statewide Opioid Settlement Agreement and Release (hereinafter collectively the “Texas Agreement”); and

WHEREAS, Special Counsel and the State of Texas have recommended that the Williamson County Commissioners Court support the adoption and approval of the Texas Agreement in its entirety; and
WHEREAS, even though the payments from the settlements reflect partial compensation to Williamson County for the past damages it has suffered or the future damages it is likely to incur, given the risks of litigation, the fact that it is to the benefit of Texas and the County and its residents, and that

it reduces the risks associated with protracted litigation;

NOW, THEREFORE, BE IT RESOLVED that we, the Commissioners Court of Williamson County:

1. Support the adoption and approval the Texas Agreement;

2. Authorizes the County to execute the Texas Release for the Texas Subdivision Participation Form and Release; and

3. Finds as follows:

    a. There is a substantial need for repayment of past opioid-related expenditures and payment to help abate current and future opioid-related harms in and about Williamson County, Texas; and

    b. The County Commissioners Court supports in its entirety the Texas Agreement. The County Commissioners Court understands that the purpose of each Settlement is to effectuate resolution of the Opioid Litigation against the Kroger Defendants. We also understand that an additional purpose is to ensure the effective means of distributing any potential settlement funds obtained under settlements in Texas and under the jurisdiction of Texas Courts in a manner and means that would promote an effective and meaningful use of the funds in abating the opioid epidemic in this County and throughout Texas.

The County is hereby authorized to approve and accept the Texas Agreement as set forth herein.

The County Judge or designated official is hereby authorized to execute and deliver the settlement documents recommended for approval by Special Counsel in the above referenced case and to approve such terms and provisions for the full and final settlement of all matters set forth therein.

DONE IN OPEN COURT on this the 17th day of December, 2024.

WILLIAMSON COUNTY, TEXAS

_____

Bill Gravell, Jr., County Judge

Meeting Date: 12/17/2024

Award of RFP #23RFP55 Computer-Aided Dispatch (CAD), Mobile Data System (MDS) and Law Enforcement Records Management System (LERMS) software to Intergraph Corporation through its Hexagon Safety, Infrastructure & Geospatial for IT Systems

Submitted For: Joy Simonton **Submitted By:** Brenda Fuller, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFP #23RFP55 Computer-Aided Dispatch (CAD), Mobile Data System (MDS) and Law Enforcement Records Management System (LERMS) software to Intergraph Corporation through its Hexagon Safety, Infrastructure & Geospatial for the project amount of $6,362,550.00 for implementation and first-year maintenance of OnCall Dispatch and Records Implementation, HxGN Connect Cloud Program and HxGN Connect Implementation Services with annual recurring maintenance as follows and authorize execution of the agreement. P604 Public Safety Software Suite.

Annual Recurring Fees
Annual Recurring Maintenance Fee – Year 2 $804,801
Annual Recurring Maintenance Fee – Year 3 $836,993
Annual Recurring Maintenance Fee – Year 4 $870,473
Annual Recurring Maintenance Fee – Year 5 $905,292

Background

Williamson County received five (5) submissions from eighty-two (82) document takers and advertised through Bonfire, the County's Solicitation platform, to over two thousand ninety-seven (2,097) vendors seeking proposals from experienced companies. Williamson County, Texas (County) requested fixed price proposals with the intent of awarding a contract for a computer-aided dispatch (CAD), mobile data system (MDS), and Law Enforcement Records Management System (LERMS) software to be utilized in emergency communications centers and by emergency responders in the field. Williamson County expects that CAD, MDS, and LERMS will be fully functional, and in use in jurisdictions of comparable size and scope. All systems are sought under this request for proposal (RFP) with the expectation of being multi-agency and multi-jurisdictional. The awarded vendor is to be capable of providing a fully integrated operational turnkey system that is configurable and includes installation, training, testing, user documentation, and cutover/operational support during post-go-live reliability testing. Awarded vendor to provide system warranty and maintenance, including system update services that include all third-party services and interfaces. The evaluation team participated in the initial evaluation and scoring of 5 vendors. The team continued with scheduled demonstrations with 3 finalists and participated in field research and tours of comparable systems. The contract is for five (5) years. Optional Annual Recurring Fees for years 6-10 are available and outlined in the contract. Origination #1972. Funding Source: P604 Public Safety Software Suite. Vendor is publicly traded, no 1295 required. Project contact for Information Systems is Janessa Stephens and Richard Semple.

System Total including First Year Maintenance
$6,362,550.00

Annual Recurring Fees
Annual Recurring Maintenance Fee – Year 2 $804,801
Annual Recurring Maintenance Fee – Year 3 $836,993
Annual Recurring Maintenance Fee – Year 4 $870,473
Annual Recurring Maintenance Fee – Year 5 $905,292

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Recommendation Letter
Scoring Summary
Scoring Summary for Finalist
Hexagon Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/11/2024 08:49 AM
County Judge Exec Asst.	Delia Colon	12/11/2024 10:08 AM
Form Started By: Brenda Fuller		Started On: 12/04/2024 12:23 PM
Final Approval Date: 12/11/2024		

December 9, 2024

To: Purchasing Department

From: Richard Semple, Chief Information Officer

Subject: 23RFP55 Computer-Aided Dispatch (CAD), Mobile Data System (MDS) and Law Enforcement Records Management System (LERMS) software

Re: RFP Award

A Request for Proposals was advertised in Bonfire for software and services for Williamson County. In response to Solicitation #23RFP55, the Purchasing Department received five responses.

The Evaluation Committee, with Purchasing Department overview, recommends that Intergraph Corporation by and through its Hexagon Safety, Infrastructure, & Geospatial Division ("Hexagon") be awarded the Computer-Aided Dispatch (CAD), Mobile Data System (MDS) and Law Enforcement Records Management System (LERMS) software for Williamson County - Solicitation #23RFP25.

Sincerely,



Richard Semple
Chief Information Officer
Williamson County Technology Services

512.943.1489
richard.semple@wilcotx.gov www.wilcotx.gov
301 SE Inner Loop, Suite 105
Georgetown, Texas 78626

23RFP55 Computer-Aided Dispatch (CAD), Mobile Data System (MDS) and Law Enforcement Records Management System (LERMS) software - Evaluation Sheet

Vendor Name	Total Possible Points	CST	Hex	ICS	Moto	Tyler
Strength of Technical Solution and ability to meet the County's needs						
Operational Fit and Intuitiveness of Software	35 Points	29	29	20	32	25
Technical Quality and Capabilities of Solution						
GIS Capabilities and Integration with Esri						
Responses to Specific Solution Focused Questions						
Specifications						
Interfaces						
Mobile and Handheld Capabilities						
Qualifications and Experience of Respondent						
Vendor Experience in Industry	20 Points	17	17	11	18	15
Maintenance and Service offering						
Meets Terms and Conditions						
Provided Financial Documentation						
Project Approach/Implementation						
Overall Project Management and Team	20 Points	16	16	13	17	14
Training Approach						
Testing Approach						
Proposed Schedule						
References						
Like size to Williamson County	10 Points	6	9	5	9	8
Recent within three years						
Pricing						
Total system pricing years 1-6		$5,828,721.92	$7,586,383.00	$5,794,478.72	$6,178,692.00	$5,554,096.00
Points for pricing = low price over respondent price x available points	15 Points	14	11	14	13	15
TOTAL SCORE		**82**	**82**	**63**	**90**	**76**
12/20/2023		Short-list	Short-list		Short-list	

[redacted]

	CentralSquare			Hexagon			Motorola		
Evaluation Category CAD/Mobile	**Max Points**	**Score Awarded**	**Final Points**	**Max Points**	**Score Awarded**	**Final Points**	**Max Points**	**Score Awarded**	**Final Points**
Project Implementation Approach/Schedule	15	3	9	15	4	12	15	4	12
Training and Testing Approach	10	3	6	10	4	8	10	4	8
Technical Solution CAD/Mobile	25	3	15	25	5	25	25	3	15
Mobile and Handheld Capabilities	10	4	8	10	5	10	10	3	6
Reporting Capabilities	10	4	8	10	4	8	10	3	6
GIS Capabilities and Integration with ESRI	10	4	8	10	3	6	10	4	8
Data Migration	10	3	6	10	5	10	10	3	6
System Technical Configuration (IT)	15	3	9	15	5	15	15	4	12
Additional Considerations (Evaluator Expertise)	15	3	9	15	4	12	15	4	12
TOTAL	**120**	**30**	**78**	**120**	**39**	**106**	**120**	**32**	**85**
			65.00%			**88.33%**			**70.83%**

	CentralSquare			Hexagon			Motorola		
Evaluation Category CAD/Mobile	**Max Points**	**Score Awarded**	**Final Points**	**Max Points**	**Score Awarded**	**Final Points**	**Max Points**	**Score Awarded**	**Final Points**
Project Implementation Approach/Schedule	15	3	9	15	3	9	15	3	9
Training and Testing Approach	10	3	6	10	3	6	10	3	6
Technical Solution CAD/Mobile	25	3	15	25	4	20	25	4	20
Mobile and Handheld Capabilities	10	3	6	10	5	10	10	4	8
Reporting Capabilities	10	3	6	10	4	8	10	4	8
GIS Capabilities and Integration with ESRI	10	3	6	10	5	10	10	4	8
Data Migration	10	3	6	10	3	6	10	3	6
System Technical Configuration (IT)	15	3	9	15	3	9	15	3	9
Additional Considerations (Evaluator Expertise)	15	3	9	15	3	9	15	3	9
TOTAL	**120**	**27**	**72**	**120**	**33**	**87**	**120**	**31**	**83**
			60.00%			**72.50%**			**69.17%**

	CentralSquare			Hexagon			Motorola		
Evaluation Category CAD/Mobile	**Max Points**	**Score Awarded**	**Final Points**	**Max Points**	**Score Awarded**	**Final Points**	**Max Points**	**Score Awarded**	**Final Points**
Project Implementation Approach/Schedule	15	3	9	15	3	9	15	3	9
Training and Testing Approach	10	3	6	10	3	6	10	3	6
Technical Solution CAD/Mobile	25	3	15	25	4	20	25	4	20

Mobile and Handheld Capabilities	10	3	6	10	4	8	10	4	8
Reporting Capabilities	10	3	6	10	3	6	10	3	6
GIS Capabilities and Integration with ESRI	10	3	6	10	3	6	10	3	6
Data Migration	10	3	6	10	3	6	10	3	6
System Technical Configuration (IT)	15	3	9	15	3	9	15	3	9
Additional Considerations (Evaluator Expertise)	15	3	9	15	4	12	15	3	9
TOTAL	**120**	**27**	**72**	**120**	**30**	**82**	**120**	**29**	**79**
			60.00%			**68.33%**			**65.83%**

	CentralSquare			**Hexagon**			**Motorola**		
Evaluation Category CAD/Mobile	**Max Points**	**Score Awarded**	**Final Points**	**Max Points**	**Score Awarded**	**Final Points**	**Max Points**	**Score Awarded**	**Final Points**
Project Implementation Approach/Schedule	15	3	9	15	3	9	15	3	9
Training and Testing Approach	10	3	6	10	3	6	10	3	6
Technical Solution CAD/Mobile	25	3	15	25	5	25	25	4	20
Mobile and Handheld Capabilities	10	3	6	10	4	8	10	4	8
Reporting Capabilities	10	3	6	10	4	8	10	3	6
GIS Capabilities and Integration with ESRI	10	3	6	10	3	6	10	3	6
Data Migration	10	3	6	10	3	6	10	3	6
System Technical Configuration (IT)	15	3	9	15	3	9	15	3	9
Additional Considerations (Evaluator Expertise)	15	3	9	15	5	15	15	4	12
TOTAL	**120**	**27**	**72**	**120**	**33**	**92**	**120**	**30**	**82**
			60.00%			**76.67%**			**68.33%**

	CentralSquare			**Hexagon**			**Motorola**		
Evaluation Category CAD/Mobile	**Max Points**	**Score Awarded**	**Final Points**	**Max Points**	**Score Awarded**	**Final Points**	**Max Points**	**Score Awarded**	**Final Points**
Project Implementation Approach/Schedule	15	3	9	15	3	9	15	3	9
Training and Testing Approach	10	3	6	10	3	6	10	3	6
Technical Solution CAD/Mobile	25	4	20	25	5	25	25	4	20
Mobile and Handheld Capabilities	10	4	8	10	4	8	10	3	6
Reporting Capabilities	10	4	8	10	4	8	10	4	8
GIS Capabilities and Integration with ESRI	10	3	6	10	3	6	10	3	6
Data Migration	10	3	6	10	3	6	10	3	6
System Technical Configuration (IT)	15	3	9	15	3	9	15	3	9

Additional Considerations (Evaluator Expertise)	15	4	12	15	4	12	15	3	9
TOTAL	**120**	**31**	**84**	**120**	**32**	**89**	**120**	**29**	**79**
			70.00%			**74.17%**			**65.83%**
	CentralSquare			**Hexagon**			**Motorola**		
Evaluation Category CAD/Mobile	**Max Points**	**Score Awarded**	**Final Points**	**Max Points**	**Score Awarded**	**Final Points**	**Max Points**	**Score Awarded**	**Final Points**
Project Implementation Approach/Schedule	15	2	6	15	4	12	15	4	12
Training and Testing Approach	10	3	6	10	4	8	10	4	8
Technical Solution CAD/Mobile	25	3	15	25	5	25	25	4	20
Mobile and Handheld Capabilities	10	3	6	10	4	8	10	3	6
Reporting Capabilities	10	3	6	10	3	6	10	3	6
GIS Capabilities and Integration with ESRI	10	3	6	10	5	10	10	3	6
Data Migration	10	3	6	10	3	6	10	3	6
System Technical Configuration (IT)	15	3	9	15	4	12	15	5	15
Additional Considerations (Evaluator Expertise)	15	3	9	15	4	12	15	4	12
TOTAL	**120**	**26**	**69**	**120**	**36**	**99**	**120**	**33**	**91**
			57.50%			**82.50%**			**75.83%**
	CentralSquare			**Hexagon**			**Motorola**		
Evaluation Category CAD/Mobile	**Max Points**	**Score Awarded**	**Final Points**	**Max Points**	**Score Awarded**	**Final Points**	**Max Points**	**Score Awarded**	**Final Points**
Project Implementation Approach/Schedule	15	3	9	15	5	15	15	4	12
Training and Testing Approach	10	3	6	10	4	8	10	4	8
Technical Solution CAD/Mobile	25	3	15	25	5	25	25	4	20
Mobile and Handheld Capabilities	10	2	4	10	5	10	10	4	8
Reporting Capabilities	10	4	8	10	5	10	10	4	8
GIS Capabilities and Integration with ESRI	10	3	6	10	3	6	10	3	6
Data Migration	10	3	6	10	3	6	10	3	6
System Technical Configuration (IT)	15	3	9	15	3	9	15	3	9
Additional Considerations (Evaluator Expertise)	15	2	6	15	5	15	15	3	9
TOTAL	**120**	**26**	**69**	**120**	**38**	**104**	**120**	**32**	**86**
			57.50%			**86.67%**			**71.67%**
	CentralSquare			**Hexagon**			**Motorola**		

Evaluation Category CAD/Mobile	Max Points	Score Awarded	Final Points	Max Points	Score Awarded	Final Points	Max Points	Score Awarded	Final Points
Project Implementation Approach/Schedule	15	4	12	15	4	12	15	4	12
Training and Testing Approach	10	4	8	10	4	8	10	4	8
Technical Solution CAD/Mobile	25	4	20	25	5	25	25	4	20
Mobile and Handheld Capabilities	10	4	8	10	5	10	10	5	10
Reporting Capabilities	10	3	6	10	3	6	10	3	6
GIS Capabilities and Integration with ESRI	10	3	6	10	3	6	10	3	6
Data Migration	10	3	6	10	3	6	10	3	6
System Technical Configuration (IT)	15	3	9	15	3	9	15	3	9
Additional Considerations (Evaluator Expertise)	15	4	12	15	5	15	15	4	12
TOTAL	**120**	**32**	**87**	**120**	**35**	**97**	**120**	**33**	**89**
			72.50%			**80.83%**			**74.17%**

	CentralSquare			Hexagon			Motorola		
Evaluation Category CAD/Mobile	Max Points	Score Awarded	Final Points	Max Points	Score Awarded	Final Points	Max Points	Score Awarded	Final Points
Project Implementation Approach/Schedule	15	3	9	15	3	9	15	3	9
Training and Testing Approach	10	3	6	10	3	6	10	3	6
Technical Solution CAD/Mobile	25	3	15	25	5	25	25	4	20
Mobile and Handheld Capabilities	10	2	4	10	5	10	10	4	8
Reporting Capabilities	10	3	6	10	5	10	10	4	8
GIS Capabilities and Integration with ESRI	10	3	6	10	5	10	10	4	8
Data Migration	10	3	6	10	3	6	10	3	6
System Technical Configuration (IT)	15	3	9	15	3	9	15	3	9
Additional Considerations (Evaluator Expertise)	15	2	6	15	3	9	15	3	9
TOTAL	**120**	**25**	**67**	**120**	**35**	**94**	**120**	**31**	**83**
			55.83%			**78.33%**			**69.17%**

	CentralSquare			Hexagon			Motorola		
Evaluation Category CAD/Mobile	Max Points	Score Awarded	Final Points	Max Points	Score Awarded	Final Points	Max Points	Score Awarded	Final Points
Project Implementation Approach/Schedule	15	5	15	15	5	15	15	4	12
Training and Testing Approach	10	5	10	10	4	8	10	4	8
Technical Solution CAD/Mobile	25	4	20	25	5	25	25	3	15
Mobile and Handheld Capabilities	10	5	10	10	5	10	10	3	6

Reporting Capabilities	10	4	8	10	5	10	10	3	6
GIS Capabilities and Integration with ESRI	10	4	8	10	5	10	10	3	6
Data Migration	10	5	10	10	4	8	10	4	8
System Technical Configuration (IT)	15	3	9	15	3	9	15	3	9
Additional Considerations (Evaluator Expertise)	15	3	9	15	5	15	15	4	12
TOTAL	**120**	**38**	**99**	**120**	**41**	**110**	**120**	**31**	**82**
			82.50%			**91.67%**			**68.33%**
			64.08%			**80.00%**			**69.92%**

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PRIMARY CONTRACTING DOCUMENT

This Primary Contracting Document together with the Master Terms referenced and incorporated below constitutes a Master Agreement by and between **WILLIAMSON COUNTY, TEXAS** ("Customer" or the "County") and **INTERGRAPH CORPORATION by and through its HEXAGON SAFETY, INFRASTRUCTURE & GEOSPATIAL division** ("Hexagon") and is binding upon the Parties on the Effective Date.

1. Those certain Master Terms and Conditions ("Master Terms") attached hereto as Attachment A are incorporated into this Primary Contracting Document as if fully set forth herein.

2. Additionally, the Customer's Solicitation Documents 23RFP55, which shall be incorporated into this Primary Contracting Document, including but not limited to the following provisions are incorporated herein:

   A. Payment. The County's payment for goods and services shall be governed by the Texas Government Code, Chapter 2251.
   Interest charges for any overdue payments shall be paid by the County in accordance with Texas Government Code, Section 2251.025.

   In the event that an error appears in an invoice submitted by Hexagon, the County shall notify Hexagon of the error not later than the twenty-first (21st) day after the date the County receives the invoice. If the error is resolved in favor of Hexagon, Hexagon shall be entitled to receive interest on the unpaid balance of the invoice submitted by Hexagon beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of the County, Hexagon shall submit a corrected invoice that must be paid in accordance with the time set forth above. The unpaid balance accrues interest as provided by the Texas Government Code, Chapter 2251, if the corrected invoice is not paid by the appropriate date.

   As a minimum, invoices shall include:
   1. Name, address, and telephone number of Hexagon and similar information in the event the payment is to be made to a different address.
   2. The County Contract, Purchase Order.
   3. Identification of items or service as outlined in the Order.
   4. Quantity or quantities, applicable unit prices, total prices, and total amount.
   5. Any additional payment information which may be called for by the Order.

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

   B. Safety. Hexagon is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with its Services to be provided hereunder. 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.

   C. No Waiver of Immunities. Nothing herein 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 under the laws of the State of Texas and of the United States.

D. **Sales and Use Tax Exemption.** The County is a body, corporate and politic, under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code, Section 151.309, as amended, and the Services and/or Products subject hereof are being secured for use by the County.

E. **Compliance with Laws.** Hexagon 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 the Contract and any ensuing agreement(s), including, without limitation, Workers' Compensation laws, salary and wage statutes and regulations, licensing laws and regulations. When required, Hexagon shall furnish the County with certification of compliance with said laws, statues, ordinances, rules, regulations, orders, and decrees above specified.

F. **Equal Opportunity.** Neither Party shall discriminate against any employee or applicant for employment because of race, color, sex, religion, or national origin.

G. **Right to Audit.** Hexagon agrees that the County or its duly authorized representatives shall, until the expiration of three (3) years after termination or expiration of the services to be performed, have access to and the right to examine and photocopy any and all books, documents, papers and records of Hexagon, which are directly pertinent to the services to be performed or goods to be delivered for the purposes of making audits, examinations, excerpts and transcriptions. Hexagon agrees that the County shall have access during normal working hours to all necessary 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 Hexagon reasonable advance notice of intended audits.

3. All capitalized terms in this Primary Contracting Document shall have the same meaning as provided in the Master Terms except as may be otherwise defined herein.

4. Any notice to be given pursuant to Section 13 of the Master Terms shall be directed to each Party at the following address, which reflects the Customer's location, in accordance with the Master Terms.

CUSTOMER:	HEXAGON:
Williamson County, Texas	Attn: Safety, Infrastructure & Geospatial Legal Department
Williamson County	305 Intergraph Way
Attn: County Judge	Madison, Alabama 35758
710 S. Main Street	victor.vasile@hexagon.com
Suite 101	(256) 730-2000
Georgetown, Texas 78626	

5. In executing this Primary Contracting Document, the Parties simultaneously accept, without need to execute any other Order Documents, Orders 1, 2, and 3: the SOW for the HxGN OnCall Dispatch and Records Implementation ("Order 1), HxGN Connect Cloud Program ("Order 2"), and SOW for the Implementation of HxGN Connect ("Order 3" and collectively with Order 1 and Order 2, the "Initial Orders"). The summary pricing for the Initial Orders being accepted through this Primary Contracting Document is reflected below and described in more particularity in the respective Order Documents. Any Change Order to those Order Documents affecting price shall also simultaneously change the information in the table below without the need to separately execute an Amendment.

Initial Orders Pricing Summary		
Order Name	**Description**	**Fee**
Order 1		

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	OnCall Dispatch and Records Implementation Services	$6,248,307
Order 2		
	HxGN Connect Cloud Program for Year 1	$30,492
Order 3		
	HxGN Connect Implementation Services	$83,751
TOTAL		**$6,362,550**

6. In consideration of the mutual obligations assumed under this Primary Contracting Document, Customer and Hexagon agree to the terms and conditions set forth herein and represent that this Primary Contracting Document has been executed by each Party's duly authorized representative. The signatories represent that they have the authority to bind their respective organizations to this Primary Contracting Document. This Primary Contracting Document may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Primary Contracting Document signed by each Party for all purposes.

AGREED TO BY:

WILLIAMSON COUNTY, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

INTERGRAPH CORPORATION

By: Signed by: Rachel Bryan E8867318855348D...

Name: Rachel Bryan

Title: Analyst - Finance

Date: December 6, 2024

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

ATTACHMENT A



MASTER TERMS AND CONDITIONS

These Master Terms and Conditions (the "Master Terms") govern transactions and relations between Customer and Hexagon (each a "Party" and collectively the "Parties").

Hexagon will make available to Customer certain proprietary software, including related proprietary Documentation; software maintenance services; Equipment/Content; DevTools; Cloud Programs; and professional services; and other items, which will be provided to Customer pursuant to these Master Terms and an Order. Before Hexagon will provide any items or services (including the Services), Customer must agree to these Master Terms and the corresponding Order. The Parties agree these Master Terms will govern each Order. To the extent the Master Agreement purports to impose obligations, restrictions, or limitations upon Customer's Affiliates or Users, Customer shall be responsible to Hexagon for Customer's Affiliates' and Users' compliance with such terms and shall procure Customer's Affiliates and Users compliance.

These Master Terms consist of the following:

- The General Terms and Conditions set forth below;
- Exhibit A – End User License Agreement;
- Exhibit B – Maintenance Terms and Conditions for Software;
- Exhibit C – Sample Project Deliverable Sign-Off Form;
- Exhibit D – Cloud Program Conditions;
- Exhibit E – Subscription License Terms;
- Exhibit F – COTS Training Program Terms; and
- Exhibit G – Common Terms Glossary.

GENERAL TERMS AND CONDITIONS

1 Definitions. All capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit G (Common Terms Glossary). Words used herein in the singular, where the context so permits, shall be deemed to include the plural, and vice versa.

2 Elements of an Order.

2.1 Order Composition. Each Order will be comprised of Order Documents, including any applicable Schedule(s). An Order is formed only once both Parties accept the Order Documents, which the Customer shall do by executing the Order Documents and/or issuing a PO in connection with the Order Documents. Orders shall be effective as of the date both Parties accept the Order Documents except where the Order is for a term-based offering (e.g., Subscription License), in which case the Order shall commence as of the date specified in the Order Documents, if provided.

2.2 Schedules. Any Schedules applicable to Products or items purchased in an Order are incorporated and are either included in the Order Documents or, in the absence thereof, accessible via hyperlinks contained within Exhibit G. If a Product or item is not listed in the document(s) accessed via hyperlinks

provided in Exhibit G, and related Schedule(s) are not otherwise included in the Order Documents, then that Product or item does not have a corresponding Schedule.

2.3 Pricing. Order Documents shall describe basic pricing and include other details relevant to the offerings included in the Order.

2.4 Change Control. During the course of Hexagon's performance under an Order, either Party may request a change in the scope of the Order in writing, delivered to the other Party. Any changes in price, schedule, or other terms must be documented either by an amendment or Change Order. No change, as contemplated in this paragraph, shall become effective until set forth in a mutually executed writing.

2.5 Acceptance. Acceptance will occur based upon the following:

2.5.1 For Fixed Price Project Assignments, not governed by Exhibit F, acceptance shall occur when the applicable Task Acceptance Criteria has been satisfied in accordance with the Task Acceptance Process.

2.5.2 For Time and Materials Project Assignments and Maintenance Services, the Services are accepted as performed.

2.5.3 For a Cloud Program, acceptance occurs when the License Keys are provided to Customer.

2.5.4 For all Orders not described more specifically above, acceptance occurs once the ordered item has been delivered or access to the ordered item has been provided and completion of a Project Deliverable Sign-Off Form provided that Hexagon may issue the invoice upon delivery of the Products notwithstanding the return of the executed Project Deliverable Sign-Off Form. If, however, the Customer reasonably disputes the delivery of the Products specified in the Quote it may return the Project Deliverable Sign-Off Form with such notation to Hexagon and toll the timing of the payment of the invoice associated with that Order until the issue is resolved.

3 Composition of the Master Agreement.

3.1 Components. The agreement between the Parties (herein referred to as the "Master Agreement") consists of: (1) the Primary Contracting Document, (2) County's Solicitation Documents (23RFP55), (3) these Master Terms (including the General Terms and Conditions and all Exhibits), (4) any amendments to the Master Agreement, (4) Orders, together with any Change Orders, that may be delivered, prepared, or issued after the Effective Date, and (5) all documents, including applicable Schedules and documents referenced via hyperlink, incorporated by reference in the documents identified in this Section. For certain Third Party Software, Third Party Terms will also be applicable and be considered as part of the Master Agreement.

3.2 Order of Precedence. In the event of any conflict or inconsistency among documents forming the Master Agreement, the following order of precedence shall be used to determine the resolution of the discrepancy, unless the Parties mutually agree in writing to an alternative decision:

(1) Any amendments to the Master Agreement;

(2) The Primary Contracting Document;

(3) Applicable Schedules;

(4) These Master Terms (excluding Exhibits);

(5) Exhibits to these Master Terms; and

(6) Order Documents, if any, in addition to items specifically identified in this Section 3.2 above.

(7) Hexagon Response to (RFP 23RFP55)

(8) County's Solicitation Documents (23RFP55)

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For only Third Party Software subject to Third Party Terms, the Third Party Terms shall have precedence in the event of a conflict between the Third Party Terms and any other terms of the Master Agreement.

4 Invoicing and Payment.

4.1 Invoices. Invoices shall be issued based upon the contents of the Order. Williamson County will provide invoice submission instructions.

4.1.1 For Fixed Price Project Assignments Hexagon may invoice Customer upon completion of a milestone identified in the Order Documents, or when applicable, in accordance with Exhibit F; provided however, if this type of Order also includes Subscription Licenses or Cloud Program(s), the fees for such shall be due in accordance with Exhibits E and D, respectively.

4.1.2 For Product(s) or items not included within an Order for a Fixed Price Project Assignment or otherwise more specifically addressed in this Section 4, Hexagon may invoice Customer for the full amount set forth in the Quote in addition to any applicable freight/shipping charges upon delivery of or access having been provided to any of the Product(s) or items identified in the Order Documents.

4.1.3 Time and Materials Project Assignments shall be billed and invoiced monthly as the hours are expended and Onsite Fees are incurred, or after all hours set forth in the Order Documents have been expended, whichever occurs first.

4.1.4 Maintenance Services not included within an Order for a Fixed Price Project Assignment or Product Order shall be billed and invoiced in accordance with Exhibit B.

4.1.5 Cloud Program(s) (even if included within a Fixed Price Project Assignment) shall be billed and invoiced in accordance with Exhibit D.

4.2 Payment. OMITTED.

4.3 Late Payment. OMITTED.

4.4 Taxes. OMITTED.

5 Term and Termination.

5.1 Term. The Term of the Master Agreement shall begin on the Effective Date and remain in effect for a period of sixty (60) consecutive Months (“Initial Term”) or until the Master Agreement is earlier terminated pursuant to the terms set forth herein or by mutual agreement of the Parties. At the end of the Initial Term, the parties may renew the Master Agreement for up to five (5) additional twelve (12) month terms, with the terms and conditions remaining the same. An Order that is executed prior to the expiration of the term of the Master Agreement shall be governed by the Master Agreement even if the Master Agreement Term expires during the performance of the Order. To the extent Customer executes an Order pursuant to later issued master terms, then this Master Agreement shall terminate upon completion of all Orders executed hereunder regardless of the amount of time remaining in the Term.

5.2 Termination for Convenience. Either Party may terminate the Master Agreement or an Order in its sole discretion at any time upon providing the other Party with thirty (30) days written notice. In the event of a termination pursuant to this paragraph, Customer agrees to pay Hexagon for the Work performed and Product(s) or items delivered and provided, plus the cost of any labor and/or Product(s) or items ordered in good faith prior to notice of termination that could not be canceled, less amounts previously paid by Customer for such Work and/or Product(s) or items. Hexagon is entitled to retain all amounts paid under any Order prior to termination for Products and Services actually received or ordered and could not reasonably be cancelled at the time notice of termination is received. To the extent a Party exercises its right to terminate a specific Order, that termination shall have no effect upon the remaining Master Agreement, which, along with any other active Orders, shall remain in full force and effect. If a Party desires to terminate the Master Agreement, then the Parties shall proceed to wind down all ongoing work under the respective Orders in effect under the Master Agreement by the termination date. Each Party shall take commercially reasonable steps to bring the work to a close and to reduce its costs and expenditures.

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5.3 Termination for Cause. Either Party may terminate the Master Agreement or a specific Order, as the case may be, in the event the other Party materially breaches a material term of the Master Agreement or any Order.

5.3.1 In the event a Party materially breaches an Order, the non-breaching Party may terminate the Order only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured, except for material breaches arising from non-payment. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Order.

5.3.2 In the event a Party materially breaches the Master Agreement or multiple Orders, the non-breaching Party may terminate the Master Agreement only after providing a sixty (60) calendar day cure period to cure such breach and the breach has not been cured except for material breaches arising from non-payment. During the sixty (60) day cure period, the Parties shall try to determine a mutually agreeable plan to cure such breach. If such breach cannot be cured or an acceptable plan is not provided within the sixty (60) day cure period, the non-breaching Party may, but does not have the obligation to, terminate the Master Agreement. If the Master Agreement is terminated pursuant to this paragraph, by the termination date, Hexagon will stop all Work pursuant to any Orders arising under the Master Agreement.

5.3.3 If the Master Agreement or any one or more Orders is terminated pursuant to paragraphs 5.3.1 or 5.3.2, Hexagon will stop all Work with respect to impacted Orders as soon as practicable and shall be entitled to payment for all Work performed as well as Product(s) provided on all impacted Orders up to the termination date, less amounts previously paid by Customer under the affected Orders.

5.3.4 Notwithstanding the foregoing, Hexagon may suspend its performance of or terminate any Order or the Master Agreement for cause if payment is not received within thirty (30) days following the date when payment was due. In the event an Order is suspended or terminated for cause, Hexagon shall be entitled to, and Customer agrees to pay Hexagon, payment for Work performed and/or Product(s) delivered on said Order up to the suspension or termination date, less amounts previously paid by Customer under the affected Orders. Hexagon is entitled to retain all amounts paid under any Order prior to its termination. If Hexagon suspends an Order under this paragraph, then it may thereafter terminate the Order upon giving written notice to Customer.

5.3.5 Notwithstanding the foregoing, Customer may not exercise a termination pursuant to the terms of Section 5.3 if Hexagon's material breach of the terms and conditions of the Master Agreement or any Order thereunder is caused or partially caused by Customer's negligence or failure to perform its obligations.

6 Ownership.

6.1 Customer acknowledges Hexagon will retain ownership and title of Hexagon IP made or provided pursuant to any Order. All Software (including Software embedded within Equipment) provided under the Master Agreement is licensed to Customer in accordance with Exhibit A (End User License Agreement), except as it is inconsistent with the terms set forth herein. Third Party Software, including any Software developed by a third party embedded within Equipment, is licensed to Customer pursuant to Third Party Terms or as otherwise specified in the applicable E/C Schedule.

6.2 As it pertains to any Equipment, and only Equipment, provided to Customer under an Order, the Customer shall receive title to and ownership of the Equipment identified in the Order Documents, excluding any IPR pertaining to the Equipment and Software provided with the Equipment, FOB place of destination and subject to Customer's payment of all amounts owed for the Equipment.

6.3 Customer shall own Customer Data. Customer grants Customer Data Rights to Hexagon, to, among other things, facilitate Hexagon's performance of its obligations.

7 Warranties.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

7.1 Software. The Software Products licensed under Exhibit A are warranted to meet Minimal Operations Levels for a period of thirty (30) days from the initial installation; additional warranties are covered by a Maintenance Contract between Customer and Hexagon shall instead be warranted and supported as stated in the Maintenance Contract.

7.2 Subsystem Warranty Coverage. For, and only for, new Subsystems procured/implemented pursuant to an Order under these Master Terms, the warranty coverage shall be set forth in the applicable Order Documents, which shall be in lieu of the warranty coverage set forth in Section 7.1.

7.3 Equipment Warranty Coverage. If Equipment supplied by Hexagon is provided with a warranty or other Equipment support, then the extent of the Equipment support is provided within the corresponding E/C Schedule or other Order Documents.

7.4 Third-party Warranty Coverage. To the extent no warranty or Equipment support is described in the applicable E/C Schedule or other Order Documents, third-party products supplied by Hexagon, are provided with a pass-through-warranty from the original manufacturer, if any.

7.5 Disclaimer. Any product information Hexagon has shared with Customer during the proposal and/or contract activities to date was to provide an understanding of Hexagon’s current expected direction, roadmap, or vision and is subject to change at any time at Hexagon’s sole discretion. Hexagon specifically disclaims all representations and warranties regarding future features or functionality to be provided in any Software or Deliverable(s). Hexagon does not commit to developing the future features, functions, and/or products discussed in this material beyond that which is specifically committed to being provided by Hexagon pursuant to a valid Order. Customer should not factor any future features, functions, or products into its current decisions since there is no assurance that such future features, functions, or products will be developed. When and if future features, functions, or products are developed, they may be made generally available for licensing by Hexagon.

7.6 Warranty Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE, HEXAGON DISCLAIMS (TO THE FULLEST EXTENT PERMITTED BY LAW) ALL WARRANTIES ON PRODUCTS FURNISHED PURSUANT TO THE MASTER AGREEMENT, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, HIGH RISK USE, AND NON-INFRINGEMENT. ALL WARRANTIES PROVIDED PURSUANT TO THIS MASTER AGREEMENT ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS DIRECTLY OR INDIRECTLY FROM AN UNAUTHORIZED USE OR MISUSE OF A WARRANTED ITEM, INCLUDING, WITHOUT LIMITATION, USE OF A WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR UNAUTHORIZED MODIFICATION OR REPAIR OF A WARRANTED ITEM OR FAILURE TO ROUTINELY MAINTAIN A WARRANTED ITEM. THE WARRANTIES SET FORTH IN THIS ARTICLE 7 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND, EXCEPT AS SET FORTH IN ARTICLE TITLED “INDEMNIFICATION PROVISIONS” BELOW, REPRESENT THE FULL AND TOTAL WARRANTY OBLIGATION AND/OR LIABILITY OF HEXAGON.

8 LIMITATION OF LIABILITY

IN NO EVENT WILL HEXAGON BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE OR PRODUCTION, LOSS OF REVENUE, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES, EVEN IF HEXAGON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCE WILL HEXAGON'S LIABILITY UNDER THIS MASTER AGREEMENT EXCEED THEORDER VALUE UNDER WHICH THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

9 Indemnification Provisions.

9.1 Subject to the limitation of liability provisions in the Master Agreement, Hexagon will defend, at its expense, a third party action, suit, or proceeding against Customer ("Claim"), and indemnify Customer from any judgments, settlements, and reasonable attorney's fees resulting therefrom, to the extent such Claim is (i) attributable to bodily injury, death, or physical damage to tangible property caused by Hexagon's negligent acts or omissions arising under the Master Agreement; or (ii) based upon an allegation that a Software Product, Customized Software, Cloud Application, or Services Deliverable as of its delivery date

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under the Master Agreement, infringes a valid United States: patent, copyright, or trademark, or misappropriates a third party's trade secret ("Infringement Claim").

9.2 Hexagon's defense and indemnification obligations are conditioned upon:

9.2.1 Customer providing prompt written notice to Hexagon of any Claim;

9.2.2 Hexagon having primary control of the defense of any actions and negotiations related to the defense or settlement of any Claim, understanding Hexagon may not settle a claim without Customer's consent if such settlement assigns fault or culpability to Customer; and

9.2.3 Customer cooperating fully in the defense or settlement of any Claim.

9.3 Hexagon will have no obligation to defend Customer or to pay any resulting costs, damages, or attorneys' fees for any Infringement Claims alleging direct or contributory infringement of the Software Product, Cloud Program, or Service Deliverable (i) by the combination of or integration with a product, process, or system not supplied by Hexagon; (ii) by material alteration by anyone other than Hexagon or its subcontractors; (iii) by use after Customer has been notified of possible infringement; (iv) by use after modifications are provided to Customer; (v) by use after a return for refund as described below is ordered by Hexagon; (vi) if the creation of which was pursuant to specifications provided by Customer; or (vii) by use other than as specified in the Documentation associated with the Software Product.

9.4 In connection with any Infringement Claims, Hexagon, at its own expense and option, may either (i) obtain rights for Customer to continue using the allegedly infringing Hexagon supplied item; (ii) replace the item with a non-infringing alternative, or modify the allegedly infringing elements of the item, while maintaining substantially similar software functionality or data/informational content; or (iii) refund to Customer a prorated portion of the license fees paid by Customer for the infringing item(s); provided that proration for perpetually licensed software shall be based on a five (5)-year, straight-line depreciation basis beginning from the initial date of delivery. In the event of a prorated return, Customer will uninstall, cease all use of and return to Hexagon the infringing item(s).

9.5 In no event will the indemnification for Infringement Claims apply to any Beta Software, or sample, hot fix, royalty free, or evaluation software delivered pursuant to the Master Agreement.

9.6 This section provides the sole and exclusive remedies of Customer and Hexagon's entire liability in the event of a Claim. Customer has no right to recover, and Hexagon has no obligation to provide any other or further remedies, whether under another provision of the Master Agreement or any other legal theory or principle in connection with a Claim.

10 Insurance.

10.1 Policies and Coverage Amounts. Hexagon agrees to procure and maintain in force during the term of the Master Agreement, at its own cost, the policies and amounts of coverage as indicated below.

Workers' Compensation:

Coverage A: Statutory

Coverage B: $100,000

2. General Liability:

Per Occurrence: $1,000,000

Personal/Advertising Injury: $2,000,000

General Aggregate: $2,000,000

Products/Completed Operations: $2,000,000

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Fire Damage Legal Liability: $100,000

3. Automobile Liability:

Combined Single Limit: $2,000,000

4. Professional Liability:

Per Occurrence: $2,000,000

General Aggregate: $2,000,000

D. The following provisions shall be agreed to by Hexagon:

1. No change, cancellation, or nonrenewal shall be made in any insurance coverage without a thirty (30) day written notice to the County from Hexagon. Hexagon shall furnish a new certificate prior to any change or cancellation date. The failure of Hexagon to deliver a new and valid certificate will result in the suspension of all payments until the new certificate is furnished.

Liability Insurance “Claims Made” basis:

If the liability insurance purchased by Hexagon has been issued on a “claims made” basis, Hexagon must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions remain the same. Hexagon must either:

a. Agree to provide, prior to commencing work under the contract, certificates of insurance evidencing the above coverage for a period of two (2) years after final payment for the Contract for general liability policies and five (5) years for professional liability policies. This certificate shall evidence a “retroactive date” no later than the beginning of Hexagon’s work under this contract or

b. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

3. Hexagon must disclose the amount of deductible/self-insured retention applicable to the general liability, automobile liability and professional liability policies, if any. Williamson County reserves the right to request additional information to determine if Hexagon has the financial capability to meet its obligations under a deductible/self-insured plan, which Hexagon may comply with by only providing the Annual Report for its parent company or itself. If this provision is utilized, Hexagon will be permitted to provide evidence of its ability to fund the deductible/self-insured retention.

4. Hexagon agrees to provide insurance issued by companies admitted within the State of Texas, with the Best’s Key Rating of at least A: VII.

a. European markets, including those based in London, and the domestic surplus lines market that operates on a non-admitted basis are exempt from this requirement provided that Hexagon’s broker can provide financial data to establish that a market’s policyholder surpluses are equal to or exceed the surpluses that correspond to Best’s A: VII Rating.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

5. Hexagon will provide an original signed Certificate of Insurance and such endorsements as prescribed herein.

6. Williamson County, its officers, employees, and member agency evaluation team personnel shall be named as an “additional insured” on the automobile and general liability policies, and it shall be stated on the Insurance Certificate with the provision that this coverage “is primary to all other coverage Williamson County may possess.” (Use “loss payee” where there is an insurable interest.)

7. Compliance by Hexagon with the foregoing requirements as to carrying insurance shall not relieve Hexagon of the liability provisions of the contract.

Contractual and other liability insurance provided under this Contract shall not contain a supervision, inspection or engineering services exclusion that would preclude Williamson County from supervising and/or inspecting the project as to the end result. Hexagon shall assume all on-the-job responsibilities as to the control of persons directly employed by it.

Precautions shall always be exercised for the protection of persons (including employees) and property.

Hexagon is to comply with the Occupational Safety and Health Act of 1970, Public Law 91956, as it may apply to this contract.

Any loss insured under subparagraph 9.6.B.4 is to be adjusted with the project PM and made payable to Williamson County as trustee for the requirements of any applicable mortgagee clause.

If an “ACORD” Insurance Certificate form is used by Hexagon’s insurance agent, the words “endeavor to” and “. . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company” in the “cancellation” paragraph of the form shall be deleted.

Hexagon agrees to waive all rights of subrogation against Williamson County, its officers, employees, and agents.

10.2 Certificate of Insurance. A Certificate of Insurance shall be completed by Hexagon’s insurance agent(s) as evidence that policies providing the required coverage amounts, conditions, and minimum limits are in full force; and, the completed Certificate of Insurance shall be sent to the Customer’s Risk Management Department 301 South East Inner Loop Suite 105 Georgetown, TX 78626.

10.3 Insurance Deductible. Hexagon shall be solely responsible for any deductible losses under the policies required above.

11 Security and Breach Notification.

11.1 Hexagon shall take reasonable industry action to prevent, detect, identify, report, track and respond to Security Incidents. In the event of a Security Incident, Hexagon will provide a Security Incident report to the Customer or its Affiliates via the Designated Portal. The report shall be provided within twenty-four (24) Business Hours following Hexagon’s discovery, confirmation, and investigation of a Security Incident.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

12 Dispute Resolution.

12.1 Resolution Protocol. The Parties shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to the Master Agreement or Order made pursuant to the Master Agreement ("Dispute") in accordance with the provisions set forth herein. If either Party disputes any provision of the Master Agreement (the "Disputing Party"), or the interpretation thereof, or any conduct by the other Party under the Master Agreement, the Disputing Party shall bring the matter to the attention of the other Party at the earliest possible time in order to resolve the Dispute, except for Disputes for non-payment. If such Dispute is not promptly resolved by the employees responsible for the subject matter of the Dispute, the Disputing Party shall be permitted to deliver to the non-disputing Party's contact person identified in the Primary Contracting Document a written notice of the Dispute, whereupon the Parties shall endeavor in good faith to escalate the Dispute to appropriate executives for each Party for resolution within fifteen (15) Business Days, or such longer period as to which the Parties may mutually agree.

12.2 Mediation. To the extent a Dispute is not resolved through the process outlined in the previous section and remains unresolved, the Parties agree to enter into non-binding mediation to resolve the Dispute. Within sixty (60) calendar days, of the issuance of the Dispute notice, or such longer period that is mutually agreeable to the Parties, the Parties agree to identify a mutually acceptable mediator who shall mediate the Dispute. If, after making reasonable efforts to identify a mutually acceptable mediator and no later than fifty (50) calendar days after the issuance of the Dispute Notice, the Parties are unable to identify such a mediator, the Disputing Party shall provide the non-disputing Party with a list of five (5) proposed mediators. The non-disputing Party shall have five (5) Business Days from receipt of such list from the Disputing Party to identify one proposed mediator on the list to use as a mediator. If the non-disputing Party fails to identify and communicate its choice to the Disputing Party in the time allotted, then the Disputing Party shall be permitted to unilaterally identify the mediator from the list of five (5) mediators previously given who shall mediate the Dispute. The mediator shall be an attorney licensed to practice law in the state courts identified in section below titled "Governing Law." Subject to the mediator's availability, the Parties agree to mediate the Dispute within thirty (30) days after the Parties have identified a mediator who has agreed to mediate the Dispute. To the extent the mutually identified mediator is unavailable, unwilling, or unable to mediate the Dispute, the Parties shall utilize the same steps listed above to identify a new mutually agreeable mediator. To the extent the Disputing Party had to prepare a list of proposed mediators previously, it shall prepare and transmit a revised list within five (5) Business Days of receiving notice of the proposed mediator's unavailability. Subject to the mediator's requirements, the Parties agree they shall be permitted to attend the mediation via telephone or video conferencing. The Parties agree to pay in equal shares the mediator's fee and expenses unless otherwise agreed to pursuant to a settlement agreement.

12.3 Prerequisites to Litigation. Except for Disputes for non-payment, only after the Parties have endeavored to resolve the Dispute through the processes outlined in the immediately preceding two sections may a Party commence litigation to resolve the dispute.

12.4 Injunctive Relief. Notwithstanding the foregoing, either Party may, before or during the exercise of the informal dispute resolution procedures set forth above, apply to a court identified in the section titled "Governing Law" for a temporary restraining order or preliminary injunction where such relief is necessary to protect its interests pending completion of such informal dispute resolution procedures.

13 Notices.

All notices given between the Parties shall be in writing and shall be considered properly sent by postage prepaid United States Mail or overnight carrier to the Customer and/or Hexagon representative, as applicable and identified in the Primary Contracting Document, or such substitutes as may hereafter be disclosed by proper notification.

14 Force Majeure.

Neither Party shall be deemed to be in default of any provision of the Master Agreement or an Order or be liable for any delay, failure in performance, or interruption of service resulting from acts of war, acts of terrorism, criminal acts, acts of God, natural disaster, fire, lightning, acts of or restriction imposed by civil or military authority, pandemics, epidemics, cyber-attack, labor disruption, civil disturbance, expropriation,

embargo, lawful export restriction, or any other cause beyond its reasonable control. This section does not relieve or suspend a Party's obligation to pay money to the other Party under the terms of the Master Agreement.

15 Place of Performance.

To the extent necessary, Customer agrees to provide appropriate workspace and workplace accommodations; computer equipment; software; access to relevant data, documents, plans, reports, and analyses; and necessary access for Hexagon personnel to perform work on an Order. To the extent work is performed remotely, Customer must provide VPN or secured remote connectivity (including a login and password) to all servers and workstations requiring installation/configuration by Hexagon.

16 Amendments.

Any and all amendments to the Master Agreement shall be in writing specifically reference the fact the amendment is intended to alter these Master Terms and executed by authorized representatives of both Parties. No Order or Change Order shall affect these Master Terms, unless expressly stated in such document.

17 Confidential Information.

The Parties agree not to disclose Confidential Information provided to it by the Disclosing Party to the maximum extent allowable under applicable law unless it first obtains the Disclosing Party's written consent to such disclosure. It is further understood and agreed that money damages may not be a sufficient remedy for any breach of this provision of the Master Agreement by the Receiving Party and the Disclosing Party may seek equitable relief, including injunction and specific performance, as a remedy for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this provision of the Master Agreement but will be in addition to all other remedies available at law or equity. The covenants set forth herein and the rights and obligations related thereto shall continue for a period of five (5) years from the date of disclosure.

18 Personal Data.

18.1 Where Personal Data is provided by the Customer to Hexagon, the Customer shall act as the data controller and shall be responsible for complying with all applicable data protection laws. Hexagon shall act as the data processor in respect of such Personal Data and shall process the Personal Data in accordance with applicable data protection laws. The Customer acknowledges and agrees that Hexagon is not capable of being a data controller due to Hexagon's inability to determine the purpose and means of the processing of Personal Data provided by Customer to Hexagon. To the extent that: (a) Personal Data of Users or Authorized Cloud Users provided by the Customer to Hexagon pursuant to the Master Agreement is subject to the European Union General Data Protection Regulation 2016/679, as may be amended from time to time ("GDPR"); and (b) the Customer and Hexagon do not have a separate, written data processing agreement, then the Customer and Hexagon agree that the terms of Hexagon's Data Processing Addendum, as updated from time to time, found at: https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/DPA/DPALP/DPA_LP_08-2019.pdf, shall apply.

18.2 Where Customer is responsible for providing Personal Data on behalf of Users or Authorized Cloud Users directly to Hexagon, Customer will secure and maintain all necessary consents and make all necessary disclosures before including Personal Data in Customer Data input to, or otherwise supplied to Hexagon. In the event Customer, including all its Users, does not consent to Personal Data being processed as a result of the Master Agreement, Customer acknowledges Hexagon may be unable to provide Services, Product(s), Maintenance Services, and/or Cloud Program (or part thereof).

18.3 Hexagon will only process Customer supplied Personal Data in accordance with the Customer's lawful instructions and to the extent and as necessarily required to provide the applicable goods and services under the Master Agreement and for no other purpose. Except as may be otherwise required by law, contract, or judicial order, after expiration or earlier termination of the Master Agreement, Hexagon will destroy all Customer-supplied Personal Data in accordance with applicable data protection laws.

18.4 If Hexagon supplies maintenance, support, or subscription services to Customer with respect to third-party products, and if the third-party supplier or proprietor of such requires Customer be party to any data processing agreement in connection therewith, and if Customer has not separately executed an instrument to satisfy such requirement, then Customer and Hexagon agree that the terms of the applicable third-party data processing agreement, as updated from time to time, found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/DPA/DPALP/DPA_LP_08-2019.pdf, shall apply.

19 Assignment.

Neither Party shall assign, sublet, or transfer all or any portion of the Master Agreement, nor any interest in the Master Agreement, without the express written consent of the non-assigning Party, which consent may be granted or withheld in the sole discretion of the non-assigning Party. Notwithstanding the foregoing, Hexagon may assign its rights and obligations under the Master Agreement, without the approval of Customer to: (1) an Affiliate or (2) another business entity in connection with a merger, consolidation, or reorganization of Hexagon or any of its subsidiaries.

20 Cooperative Purchasing.

If Customer is a government entity, another government entity (referred to in this paragraph as a cooperative purchaser) may, with prior written consent of Hexagon, use the Master Agreement, excluding Orders to which it is not a party, as a contract vehicle for its purchases from Hexagon; provided that in such event the term "Customer" shall refer solely to the relevant cooperative purchaser with respect to its transaction and shall not refer to the cooperative purchaser with respect to transactions not for its direct benefit. Product(s) and services will be priced and scoped upon request of the cooperative purchaser and dependent upon the scope of the intended project. To the extent this clause is exercised by any cooperative purchaser with Hexagon's consent, Hexagon shall deal directly with the cooperative purchaser regarding the scope and pricing of the project. Cooperative purchasers shall make their own legal determination as to whether the collective purchasing permitted by this clause is consistent with laws, regulations, and other policies applicable to the cooperative purchaser; and, Customer shall have no liability with respect to obligations of any cooperative purchaser utilizing the terms of this section 20 to place Orders under the Master Agreement.

21 Export.

Equipment/Content, and Hexagon IP, including any technical data related to Software, Services, Maintenance Services, or Cloud Programs, are subject to the export control laws and regulations of the United States. Diversion contrary to United States law is prohibited. Equipment/Content and/or Hexagon IP, including any technical data related to Software, Services, Maintenance Services, or Cloud Programs, shall not be exported or re-exported, directly or indirectly (including via remote access), under the following circumstances:

- To Cuba, Iran, North Korea, Syria, the Crimean region of Ukraine or any national of these countries or territories;
- To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists, the United States Department of Treasury Specially Designated Nationals List, and the United States Department of State Debarred List (http://export.gov/ecr/eg_main_023148.asp);
- To any entity if Customer knows, or has reason to know, the end use is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other unsafeguarded or sensitive nuclear uses; and/or
- To any entity if Customer knows, or has reason to know, that a reshipment contrary to United States law or regulation will take place.

Customer agrees to comply with all applicable export control laws and regulations. User shall not request information or documentation where the purpose of such request is to support, give effect to or comply with a boycott of any country that is not sanctioned by the United States, including but not limited to the Arab League boycott of Israel. Any questions regarding export or re-export of the Software should be addressed to Hexagon's Export Compliance Department at 305 Intergraph Way, Madison, Alabama, 35758, USA or

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at exportcompliance@intergraph.com. If the Software Customer received is identified on the media as being ITAR-controlled, the Software has been determined to be a defense article subject to the U.S. International Traffic in Arms Regulations ("ITAR"). Export of the Software from the United States must be covered by a license issued by the Directorate of Defense Trade Controls ("DDTC") of the U.S. Department of State or by an ITAR license exemption. The Software may not be resold, diverted, or transferred to any country or any end user, or used in any country or by any end user other than as authorized by the existing license or ITAR exemption. Subject to the terms of the EULA included herein, such Software may be used in other countries or by other end users if prior written approval of DDTC is obtained.

If Customer is located outside the United States, Customer is responsible for complying with any local laws in Customer's jurisdiction which might impact Customer's right to import, export or use the Software, and Customer represents that Customer has complied with any and all regulations or registration procedures required by applicable law related to the use and importation of the Software.

22 Non-Solicitation of Employees.

Customer agrees it will not, without the prior written consent of Hexagon, directly solicit any Hexagon employee, or induce such employee to leave Hexagon's employment, directly or indirectly, during the Term and for a period of twelve (12) Months after the Master Agreement expires or is terminated.

23 Miscellaneous.

23.1 Authority. Each Party represents and certifies to the other Party it has the requisite legal authority to enter into and be bound by the Master Agreement and all Orders arising from the Master Agreement. Any individual purporting to execute or accept a Quote, Primary Contracting Document, or any Order Documents governed by the Master Terms on behalf of a Party represents and warrants to the other Party that such individual has the authority to bind, and does bind, the Party on whose behalf such individual purports to execute or accept such instrument(s). By issuance of a Quote to Customer without the word "DRAFT" or similar markings thereon, Hexagon represents it has the requisite legal authority to enter into and be bound by the Master Agreement and the Order intended to result from the Quote. By executing the Quote and returning it to Hexagon or otherwise entering into an Order, Customer represents and certifies to Hexagon it has the requisite legal authority to enter into and be bound by the Master Agreement and the Order associated therewith.

23.2 Survival. In addition to other provisions that are specifically identified as surviving termination of this Master Agreement, the rights and obligations in sections titled "IP Ownership," "Limitation of Liability," "Dispute Resolution," "Confidential Information," "Export," and the terms of any license or access granted pursuant to the Master Agreement (including, but not limited to, Exhibit A, Exhibit D, Exhibit E, and/or Exhibit F), shall survive and continue after expiration or termination of the Master Agreement, shall remain in effect until fulfilled, and shall apply to any permitted successors and assigns. Upon termination of the Master Agreement, the provisions of the Master Agreement, including those in the preceding sentence, which by their express terms survive termination, shall remain in full force and effect.

23.3 Waiver. The waiver by either Party of any of its rights or remedies in enforcing any action or breach under the Master Agreement in a particular instance shall not be considered as a waiver of the same or different rights, remedies, or actions for breach in subsequent instances.

23.4 Severability. If any provision of the Master Agreement or an Order is void, voidable, unenforceable, or illegal in its terms, but would not be so if it were rewritten to eliminate such terms that were found to be voidable, unenforceable, or illegal and such rewrite would not affect the intent of the provision, then the provision must be rewritten to be enforceable and legal.

23.5 Headings. Numbered topical headings, articles, paragraphs, subparagraphs or titles in the Master Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

23.6 Governing Law. The Master Agreement shall for all purposes be construed and enforced under and in accordance with the laws of the State of Texas. The Parties agree any legal action or proceeding relating to the Master Agreement shall be instituted in either State courts located in Williamson County, Texas or the U.S. District Court for the Western District of Texas. The Parties agree to submit to the

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jurisdiction of and agree that venue is proper in these courts in any such legal action or proceeding. The Parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Master Agreement.

23.7 Governing Language. The controlling language of the Master Agreement is English. If Customer received a translation of the Master Agreement into another language, it has been provided for convenience only.

23.8 Independent Contractor. The Parties agree that Hexagon is an independent contractor, that nothing in the Master Agreement shall be construed as establishing or implying a relationship of master and servant between the Parties, or any joint venture or partnership between the Parties, and that nothing in the Master Agreement shall be deemed to constitute either of the Parties as the agent of the other Party or authorize either Party to incur any expenses on behalf of the other Party or to commit the other Party in any way whatsoever. Hexagon and its agents, employees, or subcontractors shall at no time be deemed to be agents, employees, or subcontractors of Customer, or be deemed to be under the control or supervision of Customer when carrying out the performance of its obligations in the Master Agreement. Without the prior written consent of Customer, Hexagon shall not carry on any activity that could be construed as being on behalf of Customer.

23.9 Limitation on Claims. Except as otherwise prohibited from applicable law, no claim, regardless of form, arising out of or in connection with the Master Agreement may be brought by Customer more than two (2) years after the event giving rise to the cause of action has occurred or would be reasonably discoverable.

23.10 Anti-Bribery. Each Party hereby certifies it shall comply with all applicable laws in carrying out its duties under the Master Agreement, including, but not limited to, the United States Foreign Corrupt Practices Act ("FCPA"). In particular, Customer, on behalf of itself and its Affiliates, and Hexagon, each severally represent and agree that: such party is familiar with the FCPA and its purposes and agrees to comply with the acts; specifically, such party is aware of and will comply with the FCPA's prohibition of the payment or the gift of any item of value, either directly or indirectly, to an official of a government, political party or party official, candidate for political office, or official of a public international organization, for the purpose of influencing an act or decision in his/her official capacity, or inducing him/her to use his/her influence with the government to assist a company in obtaining or retaining business for, with, or in that country or directing business to any person; such party has not made, and will not make, payments to third parties which such party knows or has reason to know are illegal under the FCPA, or the laws of any applicable jurisdiction; and the method of making payment to Hexagon as provided hereunder is not in violation of the law of any applicable jurisdiction. Either Party has the right to terminate the Master Agreement upon any violation of the FCPA or similar laws by the other Party.

24 Entire Agreement.

The Master Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof. Except as otherwise provided in the Primary Contracting Document, the Master Agreement supersedes any and all prior discussions and/or representations, whether written or oral, and no reference to prior dealings may be used to in any way modify the expressed understandings of the Master Agreement. The Master Agreement may not be amended or modified unless so done in a writing signed by authorized representatives of both Parties. The pre-printed terms and conditions of Customer's PO or any other terms and conditions of a Customer PO shall be void, even if issued subsequent to the effective date of the Master Agreement, and shall not be deemed to constitute a change to the Master Agreement.

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EXHIBIT A

END-USER LICENSE AGREEMENT

IMPORTANT—READ CAREFULLY: This EULA is a legal agreement by and between User and Hexagon. Software is also subject to Use Terms. Any software, including, without limitation, any third party components and/or Updates, associated with a separate end-user license agreement is licensed to User under the terms of that license agreement. Use Terms applicable to an Update shall apply to the Update. All use of the Software is subject to applicable Order Documents.

1.0 LICENSE GRANT. Provided User is not in breach of any term or condition of this EULA, Hexagon hereby grants User a limited, non-exclusive license up to the quantity of Software licenses purchased by User to: (i) install and use the Software, in object code form only; (ii) use, read, and modify Documentation prepared by Hexagon and delivered to User pursuant to the Order Documents; and/or (iii) view and/or use Hexagon audio-visual training materials provided to User pursuant to the Order Documents; provided all of the foregoing shall be strictly for User's internal use and strictly in accordance with this EULA and the applicable Order Documents. The license is non-transferable, except as specifically set forth in this EULA. User assumes full responsibility for the selection of the Software to achieve User's intended results, and for the installation, use and results obtained from the Software.

2.0 UPDATES. If the Software is an Update to a previous version of the Software, User must possess a valid license to such previous version to use the Update. Neither the Software nor any previous version may be used by or transferred to a third party. All Updates are provided to User on a license exchange basis and are subject to all of the terms and conditions of the EULA provided with the Update. By using an Update, User (i) agrees to voluntarily terminate User's right to use any previous version of the Software, except to the extent that the previous version is required to transition to the Update; and (ii) acknowledges and agrees that any obligation that Hexagon may have to support the previous version(s) of the Software will end upon availability of the Update. If an Update is provided, User will take prompt action to install such Update as directed by Hexagon. If User fails to do so, User acknowledges that the Software may not work correctly or that User will not be able to take advantage of all the Software's available features. In such event, Hexagon will not be liable for additional costs User incurs because of User's failure to install such Update. For Third Party Software, please read carefully the applicable Third Party Terms regarding concurrent use of an Update and the prior version of Software during transition to the Update as the Third Party Terms may differ from terms applicable to Hexagon Software Products.

3.0 RIGHTS AND LIMITATIONS.

3.1 **The Following are Permitted for User's License:**

User may make one copy of Software media in machine readable or printed form and solely for backup purposes. Hexagon retains ownership of all User created copies. User may not transfer the rights to a backup copy unless User transfers all rights in the Software and license as provided for in Section 3.2.1 below. Any other copying of the Software, any use of copies exceeding the number of copies User has been authorized to use and has paid for, and any distribution of the Software not expressly permitted by this EULA, is a violation of this EULA and of federal and/or applicable governing law.

3.2 **The Following are Prohibited for User's License:**

3.2.1 User shall not sell, rent, license, lease, lend or otherwise transfer the Software, or any copy, modification, or merged portion thereof without Hexagon's express written consent for such transfer, which consent may not be unreasonably withheld. Any such unauthorized transfer will result in automatic and immediate termination of the license.

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3.2.2 The Software is licensed as a single product. User shall not, and User shall not authorize anyone else to: (i) decompile, disassemble, or otherwise reverse engineer the Software; (ii) work around any technical limitations in the Software; (iii) publish the Software for others to copy or use; (iv) use, copy, modify, distribute, disclose, license or transfer the Software, or any copy, modification, or merged portion, in whole or in part, except as expressly provided for in this EULA; (v) re-use the component parts of the Software with a different software product from the one User is licensed to use or on different computers; (vi) circumvent any license mechanism in the Software or the licensing policy; (vii) publish to a third party any results of benchmark tests run on the Software; (viii) use or view the Software for any purposes competitive with those of Hexagon; (ix) use the Software except as expressly set forth in this EULA; and (x) unless otherwise specifically permitted in writing by Hexagon, use the Software outside the country in which it is licensed.

3.3 **Fault Tolerance.**

The Software is not one hundred percent (100%) fault tolerant. Unless the Software's Documentation expressly provides the contrary, the Software is not designed or intended for use in any situation where failure or fault of any kind of the Software could lead to death or serious bodily injury of any person, or to severe physical, property or environmental damage ("High-Risk Use"); and, User is not licensed to use the Software in, or in conjunction with, any High-Risk Use. High-Risk Use is STRICTLY PROHIBITED. High Risk Use includes, for example, the following: operation of aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices. User hereby agrees not to use the Software in, or in connection with, any High-Risk Use. High Risk Use shall not mean use of the Software for purposes for which it is regularly marketed and sold (e.g., public safety and utility dispatch software may be used to dispatch police, fire, emergency medical services, and emergency utility services).

3.4 **Licensing Mechanism Disclaimer.**

Without waiver of any of its rights herein, Hexagon may at its sole discretion provide User who is operating public safety Software a licensing mechanism to allow such Software to be available for use even when User has accessed all of its purchased licenses. Regardless of whether it receives the licensing mechanism, User acknowledges it is permitted to use the Software only up to the number of licenses it has purchased. Any usage of Software beyond the amount purchased by User will be subject to the payment of additional fees by User to Hexagon at then current prices for the Software in like manner as provided in Section 6.2 below (Audit).

4 USER OBLIGATIONS.

4.1 The Software may require User's System to comply with specific minimum software, hardware, and/or Internet connection requirements. The specific minimum software, hardware, and/or Internet connection requirements vary by Software and type of license and are available from Hexagon upon request.

4.2 User is responsible, and bears the sole risk, for backing up all systems, software, applications, and data, as well as properly using the Software.

4.3 At all times, User must keep, reproduce and include all copyright, patent, trademark and attribution notices on any copy, modification or portion of the Software, including, without limitation, when installed, used, checked out, checked in, and/or merged into another program.

4.4 User shall comply with the Use Terms, including limitations that apply to specific types of licenses identified therein.

5 TERM.

5.1 For a Perpetual License, this EULA is effective until terminated (i) by User, by returning to Hexagon the original Software or by permanently destroying the Software, together with all

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copies, modifications, and merged portions in any form; (ii) by Hexagon, upon User's breach of any of the terms hereof or User's failure to pay the appropriate license fee(s); or (iii) upon User's installation of an Update that is accompanied by a new license agreement covering the Software Update. User agrees upon the termination of this EULA to cease using and to permanently destroy the Software (and any copies, modifications and merged portions of the Software in any form, and all of the component parts of the Software), and to certify such destruction in writing to Hexagon.

For a Subscription License, this EULA is effective until the User's Subscription Term expires without being renewed; by Hexagon upon User's breach of any of the terms hereof; User's failure to pay the appropriate Subscription License fee(s); or, the Subscription is otherwise terminated. User agrees upon the termination of this EULA or expiration of User's Subscription to cease using and to permanently destroy the Software (and any copies, modifications, and merged portions of the Software in any form, and all of the component parts of the Software), and to certify such destruction in writing to Hexagon.

6 AUDIT.

6.1 Hexagon shall have the right to:

6.1.1 Audit User's use of the Software and User's compliance with the provisions of this EULA during User's normal Business Hours. Hexagon will provide User with thirty (30) days prior written notice of an audit under this Section. Hexagon's right to conduct this type audit shall be limited to twice per calendar year. Prior to the start of an audit, Hexagon's personnel will sign a reasonable non-disclosure agreement provided by User. During the audit, User shall allow Hexagon's personnel to be provided reasonable access to both User's records and personnel.

6.1.2 Obtain certain documentation from User, as follows. If the Software includes logging mechanisms intended to track usage volume or quantity, User shall transmit log files associated therewith to Hexagon upon Hexagon's demand and in accordance with Hexagon's reasonable transmission instructions. Hexagon will not demand the transmission of usage tracking log files more frequently than four (4) times in any calendar year.

6.2 In the event the results of the audit in Section 6.1.1 or the documentation provided by User in Section 6.1.2 indicate User has used unlicensed Software or quantities thereof, User agrees to promptly pay Hexagon: (i) the current list price for each unlicensed Software used by User; and (ii) the costs for the audit in Section 6.1.1.

END OF EXHIBIT A

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EXHIBIT B

MAINTENANCE TERMS AND CONDITIONS FOR SOFTWARE

These terms and conditions ("Maintenance Terms") govern the provision of maintenance and support services by Hexagon with respect to Covered Products.

1. DEFINITIONS.

All capitalized terms not otherwise defined herein shall have the meaning set forth in the associated Exhibit titled "Common Terms Glossary."

2. TERM.

2.1. Term. The Maintenance Contract shall begin, retroactively (if applicable), on the first calendar day of the first Month of the Coverage Period and shall expire on the last calendar day of the last Month of the Coverage Period. The Coverage Period shall be for whole Months only.

2.2. Renewal. Prior to expiration of the Coverage Period, Hexagon may submit to Customer a renewal quote with pricing for extension of the Coverage Period. The Parties may extend the Coverage Period pursuant to Order Documents.

2.3. Lapse. In the event of a Lapse: (i) Hexagon shall, at any time, be entitled to discontinue Maintenance Services, in whole or in part, for the affected Covered Products; (ii) Hexagon shall be relieved of any previously provided pricing commitments or options for Maintenance Services, if any, related to time periods following the Lapse; and, (iii) Hexagon may permit Customer to reinstate support for Covered Products pursuant to Hexagon's then current policies and practices, including any policies or practices related to payment of reinstatement fees.

3. SCOPE OF COVERAGE FOR COVERED SOFTWARE PRODUCTS.

Maintenance Services described in this Section apply to Covered Software Products only. Maintenance Services for Covered Third Party Products are separately stated.

Hexagon offers three levels of Maintenance Services for Covered Software Products, dependent upon the Software Product and other factors. Under all levels of Maintenance Service, Hexagon shall provide reasonable commercial efforts to aid in the diagnosis of Defects. Under all levels of Maintenance Services, but only until the subject Software Product version reaches Version Limitation I or Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Defects. After a Software Product version reaches Version Limitation I, but only until the subject Software Product reaches Version Limitation II, Hexagon shall provide reasonable commercial efforts to aid in correction of Level One Defects only. The level of Maintenance Services for each Software Product is identified in the Order Documents, subject however to Version Limitations. Defect corrections provided by Hexagon shall, unless otherwise agreed by Hexagon, be delivered within Hexagon's product releases, and in accordance with Hexagon's standardized release cycles. Levels of Maintenance Services are as follows:

3.1. Advantage Support. Advantage Support will include and be limited to the diagnostic and Defect correction support as described above, and the following: Out-of-the-box functionality support via the support help desk (telephone or eService via the Designated Portal; and, access to any available Hexagon problem knowledge base online self-help tool. Phone support is available Monday through Friday from 8AM – 5PM at Customer's local time, excluding Hexagon-observed holidays. Local variances in support hours will be posted online or can be determined by contacting Customer's local Hexagon office.

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3.2. Standard Support. Standard Support will include and be limited to the following:
  3.2.1. All features of Advantage Support.
  3.2.2. Access to available Updates of Covered Software Products. Hexagon will notify Customer when Updates are made available for any Covered Software Products for which Maintenance Services have been purchased, by way of posting notices of such to the "Support Notices and Announcements" section on the Designated Portal site , where available, or via direct notification by Hexagon. Updates are shipped to Customer upon Customer's request logged in the Designated Portal site. Hexagon is not obligated to produce any Updates. For avoidance of doubt, a Customer's entitlement to Updates shall not include entitlement to any therein embedded or otherwise related module or function which is licensed and priced separately from Covered Products for which Customer has purchased an entitlement to Updates.

3.3. Premium Support. Premium Support will include all features available under Standard Support (subject to Version Limitations). Additionally, for a Level One Defect, phone support is also available after-hours and on Hexagon-observed holidays.

3.4. Product Change Requests will be reported in like manner as set forth in Section 3.1. Hexagon will review Product Change Requests and at its sole discretion decide whether to make the requested change to the Covered Product(s) through an Update. Product Change Requests not accepted may be the subject of a separate Order between the Parties. For the avoidance of doubt, to the extent Hexagon agrees to make a requested change to a Covered Product pursuant to a Product Change Request, any and all IPR resulting from the Update, including the change or modification is and shall remain the property of Hexagon.

4. MINIMUM SYSTEM REQUIREMENTS; CUSTOMER'S OBLIGATIONS.

Performance of Maintenance Services by Hexagon is specifically conditioned upon the following minimum system requirements and fulfillment by Customer of the following obligations (collectively, minimum system requirements and customer obligations hereinafter referred to as "Customer Obligations"):

4.1. System Requirements. Customer is responsible for ensuring: the System Equipment and network infrastructure meet minimum system requirements specified by Hexagon and made available to Customer upon request; its System Equipment and network infrastructure are adjusted as required to accommodate Updates of Covered Products; compatibility of non-Hexagon provided products with products provided by Hexagon; and, its systems, software, and data are adequately backed up. Hexagon is not liable for lost data.

4.2. Hexagon Access and Customer Cooperation. Customer's system and/or System Equipment must have input and output devices that enable the use of Hexagon's diagnostic programs and supplemental tests. Customer will permit Hexagon to electronically access Customer's system via Secure Access Tool . Customer will ensure availability of its own system technical support personnel so that Hexagon can fulfill its Maintenance Services obligations. When reporting problems to Hexagon's support help desk, Customer will provide a complete problem description, along with all necessary documents and information that is available to Customer and required by Hexagon to diagnose and resolve the problem. Customer will grant all necessary access to all required systems as well as to the Covered Products, and any other reasonable assistance needed. Customer will carry out any reasonable instructions and will install any necessary patches, Defect corrections, or Updates. Customer will appoint a minimum of two and a maximum of five contact people who are each authorized to make use of the Maintenance Services ("Authorized Contacts"). Customer is obligated to select only those personnel for this task who are suitable for it by means of training and function, and who have knowledge of Customer's operating system, network, and hardware and software. Customer agrees to promptly notify Hexagon of any replacement of an Authorized Contact. Customer must ensure Authorized Contacts have adequate expertise, training, and experience to provide professionally accurate descriptions of malfunctions and facilitate Hexagon's efficient response. Authorized Contacts must have successfully completed Hexagon product training, or complete it at the next available scheduled opportunity, for those products for which formal training is available.

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Customer will bear the cost of this training. Customer will enter and/or log requests for assistance in such systems, and utilizing such forms, as Hexagon may designate from time to time.

5. EXCLUDED SOFTWARE SERVICES.

Services for the following are outside the scope of the Maintenance Contract and may be available under separate Order at an additional charge (collectively "Excluded Services"):

5.1. Installation of any Covered Product, Update, or interface software;
5.2. Network configuration;
5.3. Configuration or customization of Covered Products to Customer or other third party requirements (except as necessary to remedy a Defect);
5.4. System-level tuning and optimization and system administration support;
5.5. Training;
5.6. Services required because the Authorized Contact is not available or is not trained;
5.7. On-site services (unless waived by Hexagon, in its sole discretion);
5.8. Services required due to modifications of Covered Products by Customer;
5.9. Services required due to use other than in the ordinary manner intended for the Covered Products, or use in a manner that contravenes terms hereunder, or Customer's disregard of the installation and operating instructions according to the Documentation provided with the Covered Products;
5.10. Services required due to failure of software or hardware that is not a Covered Product;
5.11. Services required due to Customer's use of hardware or software that does not meet Hexagon specifications or failure of Customer to maintain or perform industry standard maintenance on Customer's hardware or software;
5.12. Services required due to software or portions thereof that were (i) incorrectly installed or configured (other than by Hexagon), (ii) used in an environment inconsistent with the support environment specified by Hexagon, and/or (iii) used with peripherals, operational equipment or accessories not conforming to Hexagon's specifications;
5.13. Services required due to cases of force majeure, especially lightning strikes, fire or flood, third-party criminal acts, or other events not caused through Hexagon's fault;
5.14. Services required due to Customer's failure to fulfill the Customer Obligations; and/or
5.15. Services required due to faulty or incomplete Customer data.

6. COVERED THIRD PARTY PRODUCTS.

Support and Updates of Covered Third Party Products shall be provided in the fashion and to the extent or duration that Hexagon is authorized to provide such by the third party manufacturer of the Covered Third Party Products, and such Covered Third Party Products and related services may be subject to additional terms and conditions of the third party manufacturer of the Third Party Software.

Services and updates for any Third Party Software not listed in the Order Documents as Covered Products must be obtained from the third party owner of the products or their designated representative.

7. REQUIRED COVERAGE.

7.1. Multiple or Interdependent Licenses. If Customer holds multiple licenses for any Covered Product, all held licenses must be included as Covered Products in the Maintenance Contract.
7.2. Prerequisite Licenses. All prerequisite licenses for Software Products necessary to operate the Covered Products, together with all licenses of Software Products interoperating with Covered Products in a single solution, must be included as Covered Products in the Maintenance Contract.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

8. ADDITIONS AND REMOVALS OF COVERED PRODUCTS.

8.1. Additions of Covered Products. Software Products licensed from Hexagon during the term of the Maintenance Contract may be added as Covered Products, if such addition is addressed through additional related Order Documents. If Software Products are not added as Covered Products by commencement of Production use thereof, Hexagon may permit Customer to add them as Covered Products, but subject to additional fees payable pursuant to Hexagon's then current policies or practices.

8.2. Removal of Covered Products from Maintenance. Either Party may provide written notice to the other Party at least sixty (60) calendar days prior to the end of any Coverage Period Anniversary of its intent to remove any individual Covered Products from the Maintenance Contract at the end of the then current and contracted Coverage Period or any Coverage Period Anniversary. Neither Party may remove Covered Products except upon Coverage Period renewal or extension or Coverage Period Anniversary; provided that Hexagon may additionally remove Covered Products as part of a general discontinuance program at any time upon one hundred eighty (180) days' written notice. Customer may not remove from the Maintenance Contract individual software licenses of a Covered Product for which Customer has multiple copies under Maintenance Services or for Covered Products that are being used interdependently, unless Customer has first certified to Hexagon on a "Software Relinquishment Agreement" that it surrenders and relinquishes all rights in and to the applicable Software licenses and the copies of the Covered Product for which Customer desires to cease Maintenance Services (the "Relinquished Licenses") for the renewal Coverage Period have been uninstalled and removed from its System(s). Should Customer desire to resume usage of the Relinquished Licenses at a later date, Customer must re-purchase the licenses at the then current list price.

9. PAYMENT.

9.1. Terms of Payment. Charges for Maintenance Services are due and payable in accordance with Chapter 2251 of the Texas Government Code. Charges for Covered Software Products added during a Coverage Period shall be prorated to the remaining Months of the Coverage Period, in whole Month increments only. Covered Third Party Products added during a Coverage Period are subject to Section 6 of these Maintenance Terms.

9.2. Past Due Accounts. HEXAGON RESERVES THE RIGHT TO REFUSE SERVICE TO ANY CUSTOMER WHOSE ACCOUNT IS PAST DUE. At the discretion of Hexagon, Customers who have not paid any charges when due (i) under the Maintenance Contract, (ii) under any other agreement between the Parties, or (iii) under any agreement between Hexagon and Customer's parent and/or subsidiary, may not be rendered Maintenance Services until all past due charges are paid in full. The start of the Coverage Period shall not be postponed due to delayed payment of any charges.

9.3. Customer's Responsibilities Concerning Invoice Questions. Subject to applicable law, if Customer intends to dispute a charge or request a credit, Customer must contact Hexagon within thirty (30) calendar days of the date on the invoice. Customer waives any right to dispute a charge or receive a credit for a charge for Maintenance Services that Customer does not report within such period.

10. CUSTOMER ACKNOWLEDGEMENTS.

During the Coverage Period, Customer commits to the following:

10.1. Customer shall have reviewed the Order Documents and by executing the Order Documents confirms the Order Documents accurately reflects all Hexagon software in its possession or control.

10.2. Customer acknowledges and confirms that for all Covered Products supported under the Maintenance Contract, all licenses of a Covered Product for which Customer has multiple copies

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in its possession and all prerequisite licenses necessary to operate Covered Products, are accounted for in the Order Documents. If all like Covered Products or prerequisite software licenses are not accounted for in the Order Documents, Customer agrees to notify Hexagon so that Hexagon may issue a revised Quote to Customer.

10.3. Customer acknowledges and confirms Maintenance Services provided herein shall be utilized only for the quantity of Covered Products licenses listed in the Order Documents.

11. ADDITIONAL TERMS.

11.1. Pass-Through Third Party Warranties. Covered Third Party Products are only warranted pursuant to a pass-through warranty to Customer from the applicable Third Party Software manufacturer and only to the extent warranted by the applicable Third Party Software manufacturer.

11.2. Remedies. In the event a warranted Maintenance Service, Covered Product, or Update provided pursuant to the Maintenance Contract does not substantially comply with the limited warranties set forth in the Maintenance Contract, Hexagon's entire liability and Customer's remedy shall be, in addition to those remedies legally available, in Hexagon's sole and absolute discretion, either (i) providing of a Service, Covered Product, or Update which conforms substantially with the warranty; or (ii) a refund of the purchase price of the particular warranted Service, Covered Product, or Update for the period of time that the warranted Service, Covered Product, or Update did not substantially conform to the limited warranties set forth in the Maintenance Contract. Hexagon is acting on behalf of its suppliers for the sole purpose of disclaiming, excluding and/or limiting obligations and liability as provided in the Maintenance Contract, but in no other respects and for no other purpose.

11.3. WARRANTY DISCLAIMERS. In addition to the Warranty Disclaimer provided in the Master Terms, Hexagon does not warrant that any Services, Covered Products, and Updates provided pursuant to the Maintenance Contract will meet Customer's requirements, and under no circumstances does Hexagon warrant that any Services, Covered Products, and Updates will operate uninterrupted or error or Defect free.

11.4. Third Party Providers. Hexagon reserves the right to provide Maintenance Services through a third party provider.

END OF EXHIBIT B

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

EXHIBIT C

PROJECT DELIVERABLE SIGN-OFF FORM

CUSTOMER NAME, CUSTOMER CITY – PROJECT NAME

Submission Date:	Month/Day/Year	Sign-Off Target Date:	Month/Day/year
Submitted By:	Hexagon Contact Name	Submitted To:	Customer Contact Name
Customer Contract #:	Customer Contract Number	Customer/Project #:	Hexagon Project Number

TYPE OF DELIVERABLE

☐ SOW Tasks ☐ Payments ☐ Plans/Designs ☐ Training ☐ Other

DELIVERABLE INFORMATION

DELIVERABLE DESCRIPTION
THIS SECTION DESCRIBES THE DELIVERABLE

$AMOUNT OF PYMT
(If applicable)

With the deliverable described above complete, the Customer shall have ten (10) Business Days after receipt of a written request from Hexagon, to either sign-off that the Task Acceptance Criteria has been satisfied or state in writing to Hexagon the reason the Task Acceptance Criteria has not been satisfied.

Sign-off of the Task shall be based solely upon satisfaction of the Task Acceptance Criteria stated in the Contract between Hexagon and CUSTOMER NAME dated Month/Day/Year and shall be indicated by the Customer signing the Project Deliverable Sign-off Form. If the Customer does not provide such sign-off or rejection within the ten (10) Business Days after delivery then the Task will be deemed to have been accepted.

The signature below acknowledges that Task Acceptance Criteria described in the Statement of Work and listed above has been satisfied and the Task is accepted.

Authorized Customer Representative
Customer Contact Name

_____ _____

SIGNATURE **DATE**

END OF EXHIBIT C

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

EXHIBIT D

CLOUD PROGRAM CONDITIONS

These terms and conditions ("Cloud Conditions") govern the provision of the Cloud Program by Hexagon to Customer under a Cloud Program Order. Any additional terms in any Cloud Services Schedule(s) also apply.

1. DEFINITIONS.

Capitalized terms used and not otherwise defined herein have the meanings assigned in the Common Terms Glossary.

2. SCOPE OF CLOUD PROGRAM.

2.1 From the Cloud Program Start Date and for the duration of the Cloud Term, Hexagon will provide the License Key(s) to Customer in the amount specified in the Quote with respect to the Cloud Program purchased by Customer to use the Cloud Program subject to the provisions of these Cloud Conditions. Except for the Cloud Services, no other service, including Cloud Consulting Services, are provided by Hexagon pursuant to a Cloud Program Sales Order.

2.2 Hexagon may from time to time provide or otherwise make available Local Software. Local Software may include mobile applications obtainable from an online applications store, applications owned by a third-party, or other facilitating applications. In the event Hexagon provides or makes available such applications, the same shall be made available to Customer and owned by Hexagon (or the relevant third party) and used subject to these Cloud Conditions. If not sooner terminated, the license to use such Local Software shall terminate upon expiration of the Cloud Term.

3. CLOUD SERVICES AUTHORIZATION.

During the Cloud Term, Hexagon grants Customer and its Affiliates the right to access and use components of the Cloud Program listed in the quantities reflected on the Quote solely for Customer's and Affiliates' own internal business purposes and subject to these Cloud Conditions.

4. TERM, TERMINATION AND SUSPENSION.

4.1 The Cloud Program Order commences on the Effective Date of the Order and shall continue for the Cloud Term, unless earlier terminated in accordance with the Master Terms and these Cloud Conditions. To the extent any optional renewals are identified in the Quote, the Customer must issue a PO or a notice to proceed to extend the Cloud Term and at the prices set forth in the Quote not less than sixty (60) days prior to the end of the Cloud Term. Prior to the end of the Cloud Term, the Customer may renew the Cloud Program Order and/or have Customer Data Offboarded.

4.2 In addition to the rights and remedies set forth in the Master Terms, once notified in writing of an overdue payment, Customer acknowledges Hexagon may, without further notice, reduce the Cloud Services to the lowest tier of Cloud Services offered by Hexagon. During such time, Hexagon or the Third Party Service Provider is not obligated to facilitate or provide any services related to Onboarding or Offboarding. Without waiver of its right to terminate the Master Agreement and/or Cloud Program Order or seek additional remedies, if full payment has not been received by Hexagon within thirty (30) days following written notice, Hexagon may suspend providing the Cloud Program to Customer until all outstanding Cloud Program Fees together with any applicable interest has been paid to and received by Hexagon. Suspension of the Cloud

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Program for non-payment shall not prejudice Hexagon's rights hereunder or relieve Customer from the obligation to pay Cloud Program Fees associated with the period of suspension.

4.3 Termination shall not relieve the Customer of the obligation to pay any Cloud Program Fees accrued or payable to Hexagon prior to the date of termination. Unless otherwise agreed to in writing by Hexagon, in the event Hexagon terminates a Cloud Program Order due to any of the conditions set forth in Section 4.2 above, then under no circumstances whatsoever shall Customer be entitled to any refund of Cloud Program Fees paid in advance to Hexagon pursuant to the terms of the Master Agreement.

5. AVAILABILITY. Hexagon shall reasonably endeavor to deliver Availability in accordance with the Service Level specified in the applicable Cloud Services Schedule. "**Availability**" or "**Available**" means the ability to connect to the Cloud Portal, connect to the Customer Cloud Environment for Production, launch Cloud Application(s), and access Customer Data contained in the Customer Cloud Environment for Production. Availability does not include the availability of third-party portals or Cloud Optional Services. Availability of Cloud Application(s) shall be determined by launching the main application for the applicable Cloud Application. For purposes of calculating Availability time, the following is excluded: time expended for Planned Maintenance; downtime required to perform Cloud Consulting Services; time expended due to the inability for Customer to connect to the Cloud Portal due to problems with the Customer's infrastructure or the internet; unavailability arising from Customer exceeding Customer purchased Cloud Application capacity; and, time expended due to any other circumstances beyond Hexagon's reasonable control, including Customer's or any User's use of third-party materials or use of the Cloud Program other than in compliance with the express terms of the Master Agreement and Hexagon's reasonable instructions (collectively "**Exception(s)**").

6. CRITICAL SERVICE LEVELS. The purchased Service Level classifications are set forth in the Cloud Service Schedule. "**Service Operational Time**" means the time, expressed in a percentage as set forth below, that the Cloud Application is Available for a given Month during the service. The method of calculating the Service Operational Time is:

$$\frac{\textit{Hours of Cloud Program Availability for a given Month}}{\textit{Hours of Cloud Program Availability + downtime hours for such Month which are not related to an Exception}} \times 100$$

7. SERVICE CREDITS.

7.1 If in any Month the Service Operational Time in a Cloud Environment for Production falls below the purchased Service Level (a "**Service Incident**"), a "Return to Green Plan" shall be initiated for the Customer's Production Environment. Hexagon shall have: (i) the remainder of the Month in which the Customer notified Hexagon of the Service Incident by way of a Cloud Service Request, which notified Hexagon of the problem which resulted in the Service Operational Time falling below the applicable Service Level, *plus* (ii) one (1) additional Month (collectively, the "**Go Green Period**"), to return the Service Operational Time to such Service Level.

7.2 Subject to Section 7.3 below, if the Service Operational Time does not rise to the applicable Service Level within the Go Green Period, then the Service Credit provided in the Cloud Service Schedule will be applied against each Month in which the Service Operational Time remains below such Service Level.

7.3 Service Credits apply:

7.3.1 Only as specified within the applicable Cloud Services Schedule;

7.3.2 Only to the extent that the affected Customer Environment is used in Production;

7.3.3 In strict accordance with Section 5;

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

7.3.4 Only if a Customer has logged a Cloud Service Request which notified Hexagon of the problem that causes the Critical Service Level to fall below the identified Availability percentage in the applicable Cloud Services Schedule ("Green"); and

7.3.5 Only where Customer is compliant with the AUP.

7.4 To the extent applicable and properly noticed by Customer in accordance with Section 7.1 above, Service Credits shall be credited against the next invoice until such applicable Service Credits have been used. If the Master Agreement is terminated or Customer elects not to renew the Master Agreement before an ensuing invoice is issued, then such Service Credits are forfeited. Customer shall have no right to receive any monetary remuneration in exchange for unused Service Credits. Notwithstanding anything herein to the contrary, in no event shall Service Credits for any given year during the Cloud Term exceed twenty percent (20%) of the amount of Cloud Program Fees payable by Customer to Hexagon pursuant to the Quote for the annual period in which the Service Credit accrued.

7.5 The Customer's exclusive remedy for not meeting the Critical Service Level specified in the applicable Cloud Services Schedule shall be the Service Credits as set forth in this Section.

8. CLOUD SERVICES SUPPORT.

8.1 As part of Cloud Services, Hexagon will provide the Cloud Services Support described within this Section 8.

8.2 Cloud Services Support is available at the times specified in the applicable Cloud Services Schedule. Cloud Service Requests and Product Change Requests can be directed by an Authorized Cloud User to Hexagon by: (i) the Designated PortalWe, or (ii) telephoning Hexagon support at the times permitted within the Cloud Services Schedule.

8.3 When reporting a Cloud Service Request, if an Error, an Authorized Cloud User shall assign the Cloud Service Request a priority level based upon the criteria set forth in the Designated Portal . The Authorized Cloud User shall provide a brief justification as to the criticality of the Cloud Service Request and a description of the Error giving rise to the Cloud Service Request, to include a statement of steps necessary to produce the Error. Hexagon shall respond to the Cloud Service Request and provide commercially reasonable efforts to aid and address the Cloud Service Request. If Hexagon disagrees with the priority of the Cloud Service Request, it shall discuss the matter with Customer, but Hexagon, in its sole discretion, reserves the right to revise the initially reported priority level of the Cloud Service Request.

8.4 Product Change Requests will be reported in like manner as set forth in Section 8.3. Hexagon will review Product Change Requests and at its sole discretion decide whether to make the requested change to the Cloud Program. Product Change Requests not accepted may be the subject of a separate contract between the Parties. For the avoidance of doubt, to the extent Hexagon agrees to make a requested change to the Cloud Program pursuant to a Product Change Request, any and all IPR resulting from such change or modification is and shall remain the property of Hexagon.

8.5 Customer acknowledges and agrees that, as part of providing Cloud Services Support, Hexagon is permitted to make necessary changes to the Cloud Program, without notice if necessary, to perform Emergency Maintenance. Hexagon shall be permitted to access the Customer Cloud Environment in the event Hexagon deems Emergency Maintenance is necessary.

8.6 As it relates to, and only to, Local Software which is listed on the Quote, Hexagon shall provide support in like manner as is provided for Cloud Applications except Customer will permit Hexagon to electronically access the Local Software in the Local Environment via Secure Access Tool. Support for Local Software listed on the Quote is included within Cloud Services Support except as is otherwise rendered commercially unreasonable due to the Local Software being hosted by Customer.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

8.7 Except as otherwise necessary, as determined by Hexagon in its sole discretion, to satisfy the requirements of Sections 8.3 and 8.4, Cloud Services Support does not include: (i) training; (ii) configuration of Cloud Application(s), Cloud Optional Services, Cloud Portal, Third Party Software Products, Software Products, or other components of the Cloud Program; (iii) Customer Cloud Administration; (iv) programming or software development; (v) modifications to the Cloud Applications or Cloud Optional Services not accepted as a Product Change Request; (vi) onsite services; or (vii) services required because Customer has not performed its obligations under the Master Agreement.

8.8 Updates.

8.8.1 As part of Cloud Services Support, Customer is entitled to receive all Updates to the purchased Cloud Application(s) and Local Software that Hexagon makes available. Cloud Consulting Services may be necessary to Update Cloud Optional Services, which is not part of Cloud Services Support.

8.8.2 From time to time, Hexagon may notify Customer through the Designated Portal that Hexagon has developed an Update for the purchased Cloud Application(s) and intends to deploy said update, including any applicable Third Party Software Products. On the date specified in the notification, Hexagon will deploy the Update to the Cloud Development Environment for Customer testing and review, which Customer shall complete within the time prescribed in the notification of the availability of the Update, but not less than thirty (30) days thereafter (the "Testing Period"). In the event no Material Adverse Effect is reported by Customer within the Testing Period, then on a subsequently specified date by Hexagon, Hexagon will, at its discretion, deploy the update to Customer Cloud Environment for Production.

8.8.3 In the event Customer provides written notice to Hexagon, within the Testing Period, of a Material Adverse Effect as a result of Customer's testing of the Update in accordance with Section 8.8.2 above, Hexagon shall discuss the matter with Customer and use commercially reasonable efforts to address any reasonable workarounds to such Material Adverse Effect, such agreed upon workaround to be subject to the same protocols set forth in Section 8.8.2 and this Section 8.8.3; provided, however, if Hexagon reasonably finds that no Material Adverse Effect exists, Hexagon may deploy the Update to the Customer Cloud Environment for Production.

8.8.4 As it relates to implementing Updates for Local Software that is included within the Cloud Program, Customer shall permit Hexagon to electronically access the Local Software on Customer's System Equipment via Secure Access Tool to implement the Update in conjunction with the updating of the Cloud Applications and provide any other reasonable support and cooperation required by Hexagon to update the Cloud Program.

9. CUSTOMER RESPONSIBILITIES.

9.1 Customer shall be responsible for all activities that occur in Authorized Cloud Users' and Users' accounts, including, but not limited to, its Affiliates' accounts, and for Authorized Cloud Users' and Users' compliance with the Master Agreement. Customer shall:

9.1.1 Have sole responsibility for the accuracy, quality, integrity, reliability and appropriateness of all Customer Data that is placed into the Customer Cloud Environment;

9.1.2 Use commercially reasonable efforts to prevent unauthorized access to or use of Cloud Program, including preventing utilization of more Credentials than otherwise reflected by the License Key(s) set forth in the Quote, and notify Hexagon of any such unauthorized access or use;

9.1.3 Provide and maintain its own System Equipment, third party software, networks, internet access, and communication lines, including any public lines required to properly access the Cloud Portal and use the Local Software, including content or data and ensure such meet the minimum standards required to interoperate with the Cloud Program as communicated by Hexagon to Customer via the Cloud Portal or as otherwise determined by Hexagon; and

9.1.4 Abide by and comply with the Acceptable Use Policy, Documentation, and other requirements of these Cloud Conditions.

9.2 Customer shall reasonably cooperate with Hexagon as it pertains to Planned Maintenance.

10. CLOUD SERVICE PROGRAM FEES.

10.1 Generally. Subject to Section 10.2 below, in consideration of the Cloud Program provided by Hexagon, Customer shall pay to Hexagon the Cloud Program Fees.

10.2 Adjustment. It is the Customer's responsibility to monitor its usage of License Key(s) and/or Cloud Application capacity it has purchased. Hexagon may periodically review the Customer's usage of the Cloud Program to determine whether Customer's usage is consistent with the quantity of License Key(s) and/or Cloud Application capacity purchased. If the usage shows the Customer has used more License Key(s) than are specified in the Quote, then Customer shall pay Cloud Program Fees corresponding to the number of License Key(s) used in excess of the purchased quantity. If a Cloud Application is subject to capacity limitations (e.g. a limited number of transactions in a period), as expressly set forth in the applicable Cloud Services Schedule, the Cloud Application may be configured to cease or degrade some or all functions upon Customer reaching those capacity limitations and/or may be configured to permit additional usage for additional fees, all as and if described in the applicable Cloud Services Schedule(s).

11. TERMS OF PAYMENT.

The invoice corresponding to the first year of Cloud Program Fees shall be provided to Customer upon Hexagon's issuance of License Key(s) to Customer. For purposes of clarity, once the first License Key(s) is issued for any Cloud Environment, the annual Cloud Program Fee will be due and payable according to Chapter 2251 of the Texas Government Code. Invoices for subsequent years included within the Cloud Term as specified in the Quote (as may be adjusted pursuant to Section 10.2 above) will be issued prior to the Cloud Anniversary.

12. ACCEPTABLE USE POLICY (AUP).

12.1 The AUP forms part of these Cloud Conditions and is incorporated by reference. It may be found at the following site: https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Policies/AUP/Cloud_AUP-L.pdf. The Customer and any Authorized Cloud User or User shall comply with the AUP. A User or Authorized Cloud User will be prompted with review and acceptance of the AUP to gain access to the Cloud Application(s). Any update to the AUP will require each User or Authorized Cloud User to re-accept the modified AUP. Failure to comply with the AUP may result in the suspension of the Cloud Program or termination of the Cloud Program Order as provided in Section 5 of the Master Terms. During any period of suspension, the Customer will still be liable for payment of the applicable Cloud Program Fees.

12.2 Hexagon reserves the right to change the AUP at any time, but to the extent within the control of Hexagon, it will give Customer thirty (30) days' notice in accordance with the Master Terms and the Primary Contracting Document of any such changes by posting notice of the upcoming change in the AUP on the Cloud Portal or as otherwise determined by Hexagon, unless otherwise required by law or where a Third Party Service Provider requires a change to be made to the AUP and is unable to provide such period of notice. If a Third Party Service Provider requires a change to be made to the AUP, Hexagon shall provide the equivalent period of notice as is provided by the Third Party Service Provider to Hexagon.

12.3 Without waiver of any other requirement or limitation set forth herein, Customer's use of any third party software in conjunction with the Cloud Application, Cloud Optional Services, and Hexagon Software Products that is not certified by Hexagon to operate in conjunction with the same is

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

solely at Customer's risk. Addressing service requests arising from the use of uncertified third party software is not included within Cloud Services Support or the Cloud Program.

13. OWNERSHIP AND INTELLECTUAL PROPERTY.

13.1 In accordance with Section 6 of the Master Terms, Hexagon owns all right, title and interest in and to Cloud Application(s), Cloud Optional Services, the Software Products, Local Software, Documentation written by Hexagon, and any other data and information provided as part of the Cloud Program (except for data and information being owned by a third party), and all copies of all or any part thereof, are and shall remain vested in Hexagon. Third parties shall retain any and all IPR in and to their intellectual property that may be provided as part of the Cloud Program. Customer and its Affiliates do not have, and shall not attempt to decompile, disassemble, or otherwise attempt to gain access to any source code for the Cloud Application, Cloud Optional Services, any other Hexagon Software Product, or Third Party Software . Customer, for itself and its Affiliates acknowledges and agrees the Cloud Program is comprised of trade secrets, proprietary information, and Confidential Information, and that Customer, and its Affiliates shall not use, distribute, copy, perform, amend, alter, modify, create derivative works, reverse engineer, exploit, sublicense, or assign the Cloud Program or any component thereof except as expressly permitted by Hexagon (which permission may in some instances, subject to stated limitations, be contained in a Cloud Services Schedule with respect to a particular Cloud Application). Without Hexagon's express, written permission, Customer shall ensure that no User transfers or assigns any Credentials to any other person or entity that is not an employee of Customer.

13.2 Customer and its Affiliates, respectively, shall retain their respective full ownership and all rights associated therewith solely to Customer Data to the extent they own IPR to said information, as well as work product input or output generated by the Cloud Program. This ownership shall not extend to any formats or other Intellectual Property provided by Hexagon under the Master Agreement that makes a particular data file intelligent or that structures output, said formats and Intellectual Property which shall remain the property of Hexagon or the respective third party that owns said format or Intellectual Property.

14 PERSONAL DATA.

14.1 Hexagon reserves the right, but does not assume the obligation, to investigate any violation of this Exhibit D (Cloud Program Conditions) and/or AUP or misuse of the Cloud Services or Cloud Program. Hexagon may: (a) investigate violations of this Exhibit D (Cloud Program Conditions) and/or AUP or misuse of the Cloud Services or Cloud Program; and (b) remove, disable access to, or modify any content or resource that violates this Exhibit D (Cloud Program Conditions) and/or AUP. Hexagon may report any activity that Hexagon suspects violates any law or regulation to appropriate law enforcement officials, regulators, or other appropriate third parties. Hexagon's reporting may include disclosing appropriate information related to Customer or any User. Hexagon also may cooperate with appropriate law enforcement agencies, regulators, or other appropriate third parties to help with the investigation and prosecution of illegal conduct by providing network and systems information related to alleged violations of this Exhibit D (Cloud Program Conditions) and/or AUP.

14.2 Unless Customer Specified Data Center(s) are included in the Cloud Services as identified in the Quote, Hexagon and its Third Party Service Provider shall have sole discretion of the location of the Data Center(s).

15 SECURITY & BREACH NOTIFICATION.

15.1 Hexagon shall take reasonable industry action to prevent, detect, identify, report, track and respond to Security Incidents.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

15.2 Hexagon Response to Security Incident. In the event of a Security Incident, Hexagon will provide a Security Incident report to the Customer or its Affiliates (as applicable) via the Designated Portal, or otherwise. The report shall be provided within twenty-four (24) Business Hours following Hexagon's discovery, confirmation, and investigation of a Security Incident.

15.3 Additional Requirements for Personal Data. With respect to any Personal Data in the possession or under the control of Hexagon, which does not include Customer Data within the Customer Cloud Environment, and in order to protect Personal Data from unauthorized access, destruction, use, modification or disclosure, Hexagon shall:

15.3.1 Develop, implement, and maintain reasonable security procedures and practices appropriate to the nature of the information to protect Personal Data from unauthorized access, destruction, use, modification, or disclosure; and

15.3.2 Develop, implement, and maintain data privacy and security programs with administrative, technical, and physical safeguards appropriate to the size and complexity of Hexagon's business and the nature and scope of Hexagon's activities to protect Personal Data from unauthorized access, destruction, use, modification, or disclosure.

16 WARRANTIES, DISCLAIMER AND INDEMNITIES.

16.1 During the Cloud Term, Hexagon does not warrant the Cloud Application(s) purchased by Customer will meet the Service Level specified in the applicable Cloud Services Schedule. The Cloud Program may be subject to limitations, delays and other problems inherent in the use of the internet, electronic communications, and Customers' IT infrastructures. Hexagon will not be responsible for any delays, delivery failures, or other damage.

16.2 Hexagon does not warrant the Cloud Application(s) and Third Party Software accessed via Cloud Services will perform substantially in accordance with the Documentation provided. To the extent an Error should be discovered, Customer shall report such Error to Hexagon as provided in Section 8 of the Cloud Program Conditions and Hexagon will respond as provided therein.

16.3 Cloud Services will use industry standard Virus detection software to avoid transmission to the Customer and its Affiliates any Viruses (except for any Viruses contained in Customer Data uploaded or Onboarded by Customer).

16.4 The warranties set forth herein are in lieu of all other warranties, expressed or implied, and represents the full and total warranty obligation and/or liability of Hexagon

17 ACCESS TO THE MASTER AGREEMENT BY CUSTOMER'S AFFILIATES.

If Customer's Affiliate accesses or utilizes any or all components of the Cloud Program, the Affiliate shall be deemed to have agreed to be bound by the terms and conditions of these Cloud Program Conditions. The Affiliate, in accessing the Cloud Program (or any part thereof), and Customer, in permitting the Affiliate's access, each represent to Hexagon they have entered into an agreement by which Affiliate is permitted to use the Cloud Program and is bound to the terms herein. Except for Affiliates and employees of Affiliates, no other person, including any third parties not authorized by Hexagon, may access the Cloud Program or be provided with Credentials.

END OF EXHIBIT D

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

EXHIBIT E

SUBSCRIPTION TERMS AND CONDITIONS

These Subscription Terms and Conditions ("Subscription Terms") govern the licensing and support for the Subscription.

1. DEFINITIONS. All capitalized terms not otherwise defined herein shall have the meaning set forth in Exhibit G (Common Terms Glossary).

2. SERVICES PROVIDED.

2.1 Access. Subject to an Order and these Master Terms, including Exhibit A (End User License Agreement), Hexagon will make the Subscription Licenses available to Customer for Customer's use during the Subscription Term. Any renewal or extension of the Subscription Term shall be subject to such terms and product components as reflected in the applicable renewal or extension Quote issued by Hexagon (the "***Renewal Quote***"). Customer acknowledges and agrees that Customer shall compensate Hexagon for Customer's continued use of a Subscription after expiration or termination of a Subscription Term, at a rate equitably and proportionately calculated based upon the Renewal Quote and based upon the period of such extended use; *provided that* if no Renewal Quote is issued prior to expiration or termination of the Subscription Term, the initial Quote shall be substituted in the calculations set forth in this Section 2.1.

2.1.1 As it pertains to Metered Licenses, the Customer's right to use the Metered Licenses shall end upon the earlier of: (i) expiration of the Subscription Term, or (ii) Customer's use of its allotment of units of service as set forth in the Quote.

2.2 Maintenance and Support. During the applicable Subscription Term, Hexagon will provide maintenance services and support to the Customer for the Subscription Licenses in accordance with Exhibit B (Maintenance Terms and Conditions) of these Master Terms.

2.3 Services. These Subscription Terms only provide for the licensing and support of the Subscription. If the Customer desires for Hexagon to provide Services for implementation, configuration, training, or other work in relation to the Subscription, then Customer may contract with Hexagon pursuant to these Master Terms for Services.

3. INVOICES. Hexagon shall invoice Customer for the full amount set forth in the Quote upon delivery of or access having been provided for any of the Subscription Licenses identified in the Quote. To the extent the Quote includes multiple types of Subscription Licenses, Hexagon shall invoice the Customer when the first type of Subscription License is allowed to be invoiced as provided in this section.

4. CUSTOMER OBLIGATIONS.

4.1 Customer Control. Customer and its authorized Users of the Subscription shall at all times comply with Exhibit A (End User License Agreement). Customer will be solely responsible for administering and monitoring the use of login IDs and passwords provided by Customer to authorized Users pursuant to the Subscription, or by Hexagon on behalf of Customer. Upon the termination of employment of any authorized User, Customer will terminate that individual's login ID and password. Hexagon is not responsible for any damages resulting from Customer's failure to manage the confidentiality of its login ID and passwords and Customer is responsible for any actions arising out of use or misuse of Customer's login IDs.

4.2 Security. Customer shall take commercially reasonable security precautions to prevent unauthorized or fraudulent use of Hexagon IP by Customer, Customer's employees, consultants, agents, or any other third parties authorized by Customer to access the Subscription on Customer's behalf.

END OF EXHIBIT E

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

EXHIBIT F

COTS Training Program Terms

These terms and conditions ("COTS Training Program Terms") govern the provision of the Training Curricula by Hexagon to Customer under a Fixed Price Project Assignment. Any additional terms in a Training Program Statement also apply; and, notwithstanding the order of precedence stated in the Master Terms, but without otherwise modifying such order of precedence, any conflict between these COTS Training Program Terms and any applicable Training Program Statement shall be resolved in favor of the Training Program Statement.

1. DEFINITIONS.

Capitalized terms used and not otherwise defined herein have the meanings assigned in the Common Terms Glossary.

2. SCOPE OF TRAINING PROGRAM.

Hexagon will provide the Training Curricula specified in the Quote and purchased by Customer, in accordance with and subject to the provisions of these COTS Training Program Terms and the applicable Training Program Statement(s). The Training Program Statements(s) and Quote shall describe the duration and delivery method for the Training Curricula; provided that if no duration is otherwise stated for a Training Curricula delivered by online means, Customer shall cease use thereof twelve (12) months following the date the Order was placed for the Training Curricula.

3. FEES AND PAYMENT.

Unless otherwise expressly provided in applicable Training Program Statement(s) corresponding to the Order, fees for Training Curricula delivered by a live instruction method shall be invoiced as and when the Training Curricula is delivered; and fees for Training Curricula delivered by an online on-demand method shall be invoiced upon first delivery to Customer of the initial ability to access any portion of the Training Curricula.

4. SPECIFIC ONLINE TERMS.

4.1 Assignment of Credentials. For Training Curricula delivered by an online on-demand method, Customer acknowledges and agrees that: each specific student/user must be assigned individual credentials, thereby consuming one of the overall quantity of credentials available to Customer under the terms of the Order, and student/user credentials may not be shared or used by more than one student/user. Upon request, and subject to processing and any requirements of the Third Party Service Provider, credentials may be subject to reassignment to a new student/user and from a student/user no longer requiring access to the Training Curricula. The period of availability of an online on-demand Training Curricula shall not be extended due to delays in Customer's assignment of available credentials or in any reassignment of credentials.

4.2 Use Restrictions. Customer shall comply, and assure all students/users comply, with terms of use of the Training Curricula and the platform through which it is provided, including without limitation, each of the following: the platform and assets associated therewith shall never be used to perform unlawful activity or activity which interferes with networks, systems, or facilities associated with operation of the platform; the platform shall not be used to store, process, or publish threatening, disparaging, or offensive material, or material that constitutes Spam/E-Mail/Usenet abuse or to create a security risk or an infringement of privacy or IPR; the platform shall not be used for any activity intended to directly or indirectly circumvent security measures of the Third Party Service Provider or Hexagon; and, the platform shall be used solely within the use requirements of the Third Party Service Provider and solely for the purpose of consuming the Training Curricula.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

5. OWNERSHIP AND INTELLECTUAL PROPERTY.

In accordance with Section 6 of the Master Terms, Hexagon owns all right, title and interest in and to Training Curricula, and any other data and information provided as part of Training Curricula (except for data and information being owned by a third party), and all copies of all or any part thereof, are and shall remain vested in Hexagon. Third parties shall retain any and all IPR in and to their intellectual property that may be provided as part of the Training Curricula, to include without limitation the Third Party Service Provider's retention of intellectual property associated with the platform through which any online on-demand Training Curricula is provided. Customer and its Affiliates shall not attempt to decompile, disassemble, obtain any source code for, or record Training Curricula, in whole or in part. Customer, for itself and its Affiliates and their respective personnel accessing the Training Curricula, acknowledges and agrees the Training Curricula is comprised of trade secrets, proprietary information, and Confidential Information, and that Customer, and its Affiliates shall not use, distribute, copy, record, perform, amend, alter, modify, create derivative works, reverse engineer, exploit, sublicense, or assign the Training Curricula or any component thereof except as expressly permitted by Hexagon. The Customer acknowledges Hexagon shall retain sole custody and control of the underlying online Training Curricula and any documents and information displayed therein. Unless otherwise set forth in the Training Program Statement, Hexagon shall only provide electronic copies of any specified Documentation. Without Hexagon's express, written permission, Customer shall ensure student/user credentials issued to Customer are only assigned and/or used only by Customer's employees.

6. CUSTOMER OBLIGATIONS.

Customer shall at all times be responsible for administering and monitoring the use of Training Curricula by its students/users. Training Curricula shall be used solely for Customer's internal training purposes. Upon the termination of employment of any student/user, Customer will terminate that individual's access to Training Curricula. Customer shall be responsible for supplying all components necessary to supply of the Training Curricula not expressly specified in the Training Program Statement as a deliverable by Hexagon. Depending upon the nature and delivery method of the particular Training Curricula, components to be supplied by Customer may include, by way of example only, computers or software for use by students/users, internet connectivity, or training space at the Customer's site.

END OF EXHIBIT F

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

EXHIBIT G

COMMON TERMS GLOSSARY

"Acceptable Use Policy (AUP)" means the Acceptable Use Policy identified as such within Exhibit D (Cloud Program Conditions).

"Activity" or **"Activities"** means a single work activity/event or collection of work activities/events by a Party or by both Parties under a specified Task.

"Affiliate" means, for business entities, the parent business entity of a Party and any business entities in which a Party or its parent company directly or indirectly hold a controlling ownership interest. "Affiliates" means, for government entities which are Customers, an entity which has entered into an intergovernmental agreement with Customer which: (i) relates to or addresses the subject matter of the Primary Contracting Document; and (ii) was disclosed to, and acknowledged by, Hexagon (A) prior to the Effective Date for any existing intergovernmental agreements, and (B) prior to any renewal date of such Primary Contracting Document for any intergovernmental agreements entered into after the Effective Date. "Control" for the purposes of this definition means that Customer owns in excess of fifty percent (50%) of the ownership interest of the Affiliate or owns a majority of the voting shares of the Affiliate. For purposes of Section 9 in the General Terms and Conditions, an Affiliate is not a third party.

"Authorized Cloud User" means an individual user authorized by the Customer to use an entire Cloud Program on behalf of the Customer and for whom an account is set up by which the Authorized Cloud User can utilize Cloud Services Support and log Cloud Service Requests and Product Change Requests.

"Auxiliary System License" means the license(s) of Software Product made available by Hexagon for select Software Products to augment Production System Licenses. Each Auxiliary System License requires a corresponding Production System License and the term of the Auxiliary System License shall not exceed the term of the applicable Production System License.

"Beta Software" means any version of Software Product prior to a generally available commercial release of such Software Product.

"Business Day" means any day other than a weekend or public holiday in the country listed on the Quote.

"Business Hour" means an hour occurring during a Business Day and during the generally recognized eight (8) working hours comprising the Business Day at the Customer's location.

"Catastrophic Event" means a rare circumstance in which mass casualties and/or significant property damage has occurred or is imminent (e.g., September 11th, hurricanes greater than Category 2 on the Saffir-Simpson scale, earthquakes greater than 6.1 on the Richter scale).

"Change Order" means a document executed or accepted in writing by both Parties that modifies the scope, price, milestones, and/or project schedule of an Order.

"Client" means a computing device connected to a Server.

"Cloud Anniversary" means the anniversary of the date on which Hexagon provided the License Key(s) to Customer.

"Cloud Application(s)" means the Hexagon software applications, including without limitation application programming interfaces made available by Hexagon through the Cloud Portal as part of the Cloud Program. Cloud Application(s) are subject to Cloud Services Schedules.

"Cloud Consulting Services" means Services that relate to the Cloud Program including, but not limited to, implementation, configuration, customization, data conversion, Onboarding, design, training, and or enhancement of the Cloud Program.

"Cloud Cutover" means the point in time when Customer first uses the Cloud Program for its generally marketed purpose.

"Cloud Development Environment" means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited purpose of making modifications, as specifically permitted herein, to the Cloud Application. For purposes of clarity, the Cloud Development Environment cannot be used in Production or for training purposes.

"Cloud Environment" means the collection of remote environments provided to Customer on which the Cloud Application(s) operates and that is supported by Hexagon.

"Cloud Optional Services" means those certain Hexagon Software Products that provide ancillary functionality or capability to the Cloud Applications, including, but not limited to, interfaces and custom forms and functionality. Unless specific Cloud Optional Services are identified in the Quote with a corresponding purchase commitment from Customer, Cloud Program does not include Cloud Optional Services.

"Cloud Portal" means the website through which Customer accesses and uses the Cloud Program. The Cloud Portal provides access to the Cloud Program according to Customer's rights, and further provides access to additional Cloud Services, as made available by Hexagon.

"Cloud Program" means the combination of Cloud Services, Cloud Application(s), Local Software, Third Party Software , and Cloud Optional Services provided pursuant to the Order Documents. The components of the Cloud Program are specifically identified in the Quote and for purposes of this definition shall mean only those components and not any other components not specifically listed in the Quote.

"Cloud Program Fees" means, collectively, any of the fees payable by Customer to Hexagon for the Cloud Program (or any part thereof). Cloud Program Fees shall be in the amount described in the Quote and/or Cloud Services Schedule, and shall be invoiced on an annual basis, except to the extent otherwise expressly provided in the Primary Contracting Document or the Cloud Services Schedule.

"Cloud Program Start Date" means the date on which the first License Key(s) are provided to the Customer. For Cloud Program Fees purposes, Cloud Program use by Customer will be assumed to be for the entire Month in which the Cloud Program Start Date falls regardless of the actual date in such Month that access to the applicable Cloud Application began.

"Cloud Service Request" means a request made to the first level support service to diagnose and address an Error in a Cloud Application or to report the purchased Cloud Application(s) is not Available.

"Cloud Services" means the services, service levels, Cloud Services Support, Customer Cloud Environment, and Third Party Service Provider's hosting services (which are more particularly described in the Cloud Services Schedule(s)), for Cloud Application(s), Cloud Optional Services, and Third Party Software and ordered by the Customer.

"Cloud Services Schedule" means a document(s) titled "Cloud Services Schedule" related to one or more Cloud Application(s) that contains additional details regarding the Cloud Services being provided to Customer with respect to the applicable Cloud Program components purchased by Customer. In the absence of Cloud Service Schedule(s) being included within the Order Documents, Cloud Services Schedules may be found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/CSS-LLP.pdf, which Schedules are incorporated into the Order as if fully set forth therein.

"Cloud Services Support" means the service specified as such in the Cloud Conditions through which Customer can report Cloud Service Requests and Product Change Requests.

"Cloud Staging Environment" or **"Cloud Testing Environment"** means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use for the limited purposes of testing modifications and training, as specifically permitted herein, to the purchased Cloud Application(s). For purposes of clarity, the Cloud Staging Environment cannot be used in Production.

“Cloud Term” means the duration of a Cloud Program Order.

“Confidential Information” means any data or information, tangible or intangible, disclosed or made available by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") that the Disclosing Party considers confidential or proprietary and is not generally known in the industry or to competitors of the Disclosing Party and which shall include: (i) tangible information marked by the Disclosing Party with the word "Confidential" or otherwise identified by an appropriate stamp or legend indicating its confidential nature; (ii) information disclosed orally or visually and identified by the Disclosing Party as confidential when disclosed, and confirmed by the Disclosing Party in a written notice within thirty (30) days following disclosure, which notice shall include markings similar to those outlined above; and (iii) all other information that, notwithstanding the absence of markings or designations, would be understood by the Parties, exercising reasonable business judgment, to be confidential. The term Confidential Information does not include information that: (i) is or becomes available in the public domain through no act of the Receiving Party; (ii) has been received on a non-confidential basis from a third party without breach of the Primary Contracting Document, where the Receiving Party has no reason to believe that such third party is bound by any confidentiality obligation to the Disclosing Party; (iii) was developed independently by the Receiving Party without reliance on the disclosed Confidential Information, provided that such independent development can be substantiated; (iv) was within the Receiving Party’s possession prior to its being furnished by the Disclosing Party, where the Receiving Party has no reason to believe that such third party was bound by any confidentiality obligation to the Disclosing Party, or (v) is confirmed in writing by the Disclosing Party as not being confidential.

“Core” means a physical processor on a computer Server that can respond to and execute the basic instructions that drive the computer. A Central Processing Unit (“CPU”) may have one or more Cores, and a given Server may have multiple CPU sockets that may each contain multiple Cores.

“COTS” means commercial off the shelf Intellectual Property in the form generally released and distributed to Hexagon’s customers and not including any functionality or features requiring source code changes.

“COTS Documentation” means commercial off the shelf Documentation in the form generally released and distributed to Hexagon’s customers and not including or requiring changes thereto.

“Coverage Period” means the period of performance of Maintenance Services with respect to a Covered Product, as stated in the Order Documents. Coverage Periods may differ for discrete Covered Products.

“Coverage Period Anniversary” means the anniversary of the date on which the Coverage Period commenced.

“Covered Products” means collectively, Covered Software Product(s) and Covered Third Party Products.

“Covered Software Product(s)” means Software Product(s) and Developer Tools identified in the Order Documents as software for which Maintenance Services are to be provided by Hexagon. Covered Software Products shall not include Third Party Software or any Cloud Program.

“Covered Third Party Products” means Software Product(s) identified in the Order Documents as Third Party Software for which Maintenance Services are to be provided by Hexagon. Covered Third Party Products shall not include Software Products or any Cloud Program.

“Credentials” means the unique log-in identifier by which a person could access a service or benefit, such as, without limitation, a Cloud Program or Training Curricula.

“Customer” means the non-Hexagon party to the Primary Contracting Document.

“Customer Cloud Administration” means providing User’s access to the Cloud Application(s) purchased by Customer, managing User accounts, providing Credentials to Users, and any system administration beyond User interface.

“Customer Cloud Environment” means a logical group of virtual or physical computers comprised within the Cloud Environment and Local Environment to which the Customer will be provided with access and use

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of as part of the Cloud Program. A Customer Cloud Environment consists of a Cloud Development Environment and Production Environment.

"Customer Data" means all electronic data or information: (i) provided by Customer to Hexagon in connection with the Deliverables provided pursuant to an Order; and/or (ii) created by Customer and/or submitted to the Cloud Environment by Customers, Users, and/or Authorized Cloud Users. "Customer Data" shall not mean data which (i) is not particular to Customer, and/or (ii) is of value to the general implementation, development, operation, or use of Hexagon products or services for the benefit of other customers. For the avoidance of doubt, Customer Data shall not include the Cloud Application(s), Software Products, Cloud Optional Services, Documentation written by Hexagon, DevTools, Content, Equipment and Software intentionally designed and embedded with Equipment or Special Purpose Items, and any other data and information provided as part of the Cloud Program or constituting a Hexagon Deliverable.

"Customer Data Rights" means: (i) the right to use Customer Data that contains Customer's Confidential Information to perform Hexagon's obligations within the Order; (ii) the right to use, alter, modify, and disclose Customer Data that does not include Customer's Confidential Information to perform Hexagon's obligations and other business purposes for which the information may be disclosed to third parties; and (iii) except as otherwise provided in the EULA or Developer Tools Schedule, a worldwide, royalty-free, irrevocable license to use, replicate, sell, modify, enhance, and distribute any works created by the Customer through its use of Developer Tools.

"Customer Specified Data Center" means a data center used in the provision of a Cloud Environment, whose location has been specified by the Customer and agreed to by Hexagon and identified in the Quote. Additional Cloud Program Fees may be payable for a Customer Specified Data Center.

"Customized Software" means those Services Deliverables that are software or computer code, whether in source code or object code.

"Cutover" means the point in time in which a Software Product(s) is first used by User for its generally marketed purpose.

"Data Center(s)" means the data center(s) from which the Cloud Program (or part thereof) will be stored as determined by Hexagon or its Third Party Service Provider.

"Defect" means a reproducible instance of an adverse and incorrect functioning of a Software Product or Cloud Application that impacts the ability to use functionality intentionally integrated in the design of the Software Product or Cloud Application, assuming proper usage of the Software Product or Cloud Application in its required operating environment. Defects are further classified into four levels as follows:

Level	Impact of Defect
▸ Level One	*No workaround available and either:* ▸ *Productive use prohibited, or* ▸ *Aborts.*
▸ Level Two	*No workaround available and either:* ▸ Primary purpose compromised, or ▸ Productive use significantly impacted
▸ Level Three	▸ Productive, but incomplete operation Level Three Defects generally have a workaround or do not otherwise substantially impair productive use.
▸ Level Four	▸ Defects not qualifying as Level One, Two, or Three, including defects of a cosmetic nature and defects not materially limiting complete productive use

Customer shall classify a Defect in accordance with the foregoing; provided that, Hexagon shall reclassify the Defect as appropriate following its review thereof.

"Deliverable(s)" means all Services Deliverables, software, hardware, Cloud Programs, and other items delivered or to be delivered by Hexagon to Customer and identified in the Order.

"Designated Portal" means the portal(s), website(s), platform(s), or other similar channels designated by Hexagon from time to time to be used for specific collaboration(s), information dissemination(s), or communications(s).

"Developer Tools" or "DevTools" means any software intended for use by developers to create (i) software for (a) redistribution, or (b) interfacing two or more of the following: Software, Cloud Applications, E/C; or (ii) specific customizations for which the Developer Tool is intended and designed. Developer Tools are subject to Developer Tools Schedules.

"Developer Tools Schedule" or "DevTools Schedule" means a document relating to certain DevTools provided by Hexagon listed in the Order Documents that identifies particular details, limitations, licensing, and other parameters relating to the DevTools. In the absence of DevTools Schedule(s) being included within the Order Documents, DevTools Schedules may be found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/DT-LLP.pdf, which Schedules are incorporated into the Order as if fully set forth therein.

"Documentation" means, whether in electronic or printed form, any user's guides, reference guides, administrator's guides, configuration guides, release guides, installation guides, and help guides made available through the Designated Portal. Not all of the types of Software Products or Cloud Applications are provided with Documentation or with similar Documentation.

"Effective Date" means the date and time the last Party is on notice that all Parties have accepted the Primary Contracting Document.

"Emergency Maintenance" means all maintenance performed when a Cloud Service Request demands immediate, unplanned attention, as reasonably determined by Hexagon.

"Equipment" means tangible, personal property to be provided by Hexagon identified in Order Documents, including, but not limited to computing hardware, computer-related equipment, computer devices, furniture, sensors, equipment, unmanned aerial vehicles, and instruments.

"**E/C" or "Equipment/Content"** means digital content identified in an E/C Schedule and/or any Equipment supplied by or through Hexagon. For purposes of clarity, the term "E/C" excludes Maintenance Services, Cloud Program, Software (except Software intentionally designed and embedded with Equipment), and Services. E/C is subject to E/C Schedules.

"E/C Schedule" means a document relating to certain E/C provided by Hexagon listed in the Order Documents that address some or all of the following depending upon the offering being addressed: licensing requirements for any embedded Software, maintenance parameters and limitations, warranty, and support provisions. In the absence of E/C Schedule(s) being included within the Order Documents, E/C Schedules may be found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/EC-LLP.pdf, which Schedules are incorporated into the Order as if fully set forth therein.

"Error" means a Defect with a purchased Cloud Application, Cloud Optional Service, or Third Party Software causing a purchased Cloud Application to fail to materially conform to its designed functionality or Documentation. Errors are further classified into the same four levels as corresponding to the definition for "Defect."

"EULA" means the certain Hexagon End-User License Agreement set forth in these Master Terms as Exhibit A and/or that is delivered with Software and which must be accepted prior to Software installation.

"Exchanged Product" means a later released Software Product which the Customer will receive pursuant to its Maintenance Contract and supplants the Replaced Product.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

"Fixed Price Project Assignment" means a type of Order where Hexagon will provide Services with or without accompanying Product(s) for a fixed price.

"Hexagon" means the entity that is a member of the Hexagon Group of companies that is identified in the Order Documents; provided however, as used in the EULA, "Hexagon" means Intergraph Corporation.

"Hexagon IP" means Hexagon or Hexagon Affiliate developed, created, or prepared Intellectual Property. Additional information regarding Hexagon patents, including a list of registered patents associated with the Software Products, is available at www.intergraph.com/patents and/or www.uspto.gov.

"Intellectual Property" or **"IPR"** means all forms of intellectual property including, but not limited to, patents, trademarks, copyrights, trade secrets, methodologies, logos, techniques, processes, know-how, formulae, algorithms, logic designs, screen displays, schematics, source and object code computer programs or software, declaring code, implementing code, Documentation, mask work rights, digital data content, design, ideas, product information, inventions and improvements thereto, and all works of authorship fixed in any medium of expression (including any form of online, digital, or electronic medium), whether or not copyrightable and whether registered or not.

"Lapse" means an occurrence of any period of time, regardless of duration, during which (i) a Covered Product is not the subject of an active Order for Maintenance Services or other Maintenance Contract and an active Coverage Period, and/or (ii) payment is past due to Hexagon under a Maintenance Contract. Extension of a Coverage Period and/or payment to Hexagon after the occurrence of a Lapse shall not negate a Lapse, absent Hexagon's express written waiver.

"License Key(s)" means certain unique data string(s) verifying authorized access to the Cloud Application(s), which are purchased by the Customer and provided by Hexagon, as set forth on the Quote.

"Local Environment" means the collection of environments provided and supported by Customer (e.g. providing System Equipment, etc.) in which the Local Software operates.

"Local Software" means software applications incidental to the Cloud Program which are designed to operate natively on devices outside the Cloud Portal and in the Local Environment.

"Maintenance Contract" means a contract under which Hexagon provides Maintenance Services to Customer in relation to Covered Products and under which Customer is to compensate Hexagon therefor.

"Maintenance Services" means only those services described in the document titled "Maintenance Terms and Conditions for Software" provided by Hexagon with respect to Software and other Deliverables licensed to Customer and identified in the Order Documents as the subject of Maintenance Services.

"Material Adverse Effect" means a change that individually or collectively in aggregate with other changes has the impact of (i) negatively and materially reducing the Customer's and/or its Affiliates and/or its/their Authorized Cloud Users' or Users' access and/or usage rights in respect of the Cloud Program and which render the Cloud Program unusable for its primary intended purpose; or (ii) making the Cloud Program materially less secure which results in increased risk to Customer Data or to data belonging to other Hexagon customers. For clarity, a Material Adverse Effect is a condition which would render the Cloud Program un-usable or materially less secure for intended users generally, and not merely as a result of individual characteristics associated with Customer or its specific implementation or operation.

"Metered License" means a specific type of Subscription License that allows the Customer to use the Subscription License up to the number of hours set forth in the Quote during the Subscription Term. For reference, a Subscription License that is a Metered License shall have the word "Metered" in the Software Product name and/or have the letters "MTR" at the end of the product number for the Software Product instead of the other identifiers corresponding to an unmetered Subscription License referenced in its definition.

"Minimal Operations Levels" means operation of a Software Product without a Level One Defect.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

“Modern Release” means a version of a Software Product published by Hexagon no more than eighteen (18) months prior to Customer’s first use thereof in Production.

“Month” means, unless otherwise stated in the applicable provision, a calendar month.

“Network Requirements” means (i) the minimum requirements, including but not limited to software and/or hardware, internet connection, latency or other requirements, which must be met by Customer in order to access the Cloud Portal and use the Cloud Program; and (ii) network recommendations to the Customer which describe general and specific recommendations for the network connection requirements of the Cloud Program in order to enable the Cloud Program to function as designed. The Network Requirements may be updated from time to time and Customer will be notified of such update via posting in the Cloud Portal or as otherwise determined by Hexagon.

“Offboarding” or **“Offboarded”** means the process for offboarding the Customer Data (or part thereof) from the Customer Cloud Environment and relocating or facilitating relocation of Customer Data to another Customer-designated location.

“Onboarding” or **“Onboarded”** means the process of loading Customer Data into the Customer Cloud Environment.

“Onsite Fee” means a fixed fee encompassing Hexagon’s travel expenses for an individual trip (an individual trip means to travel from the Hexagon resource’s primary duty station in furtherance with an Order and lasting no more than five (5) consecutive days).

“Order” means each individual purchase transaction in which the Parties engage, as evidenced by Order Documents.

“Order Documents” shall mean written documents, the terms of which include Hexagon’s commitment to provide specific products, licenses, and/or services at a specified price, subject to the terms and conditions of the Primary Contracting Document. Order Documents may consist of a single document executed by the parties or a combination of documents that together form an Order. Any Schedule applicable to the Order is incorporated into the Order Documents as if fully set forth therein.

“Perpetual License” means a type of license for Software Product which allows the User to use the Software Product in perpetuity so long as the User does not otherwise violate the terms of the EULA. For reference, a Perpetual License on a Quote is denoted by its absence of either the terms “Subscription,” “SaaS,” or “Metered” and/or the absence of the letters ”SU,” ”UB,” “CLD,” or “MTR” at the end of the Software Product number or the letters “HCL” at the beginning of the Software Product number.

“Personal Data” means data, including but not limited to criminal justice information, and other information which corresponds to a living individual person defined to be Personal Data under the applicable Personal Data protection laws of the Customer’s jurisdiction.

“Planned Maintenance” means maintenance planned and communicated in advance by Hexagon to Customer for the maintenance of the Cloud Program.

“Primary Contracting Document” means the contract document accepted by the Parties which references and incorporates this Common Terms Glossary and/or references and incorporates a document to which this Common Terms Glossary is an exhibit or attachment.

“Product Change Request” means a request for additional functionality or modification to the purchased Cloud Application(s) or Covered Products.

“Product Order” means a type of an Order that involves only the sale of Products from Hexagon. A Product Order may include the sale of Maintenance Services or maintenance for Equipment so long as the subject of the services is also included in the Product Order. This type of Order does not include Services or Cloud Programs.

“Product(s)” means either or the combination of Software (including Subscription Licenses), E/C, or other goods, and excluding Services, Maintenance Services, or a Cloud Program.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

“Production” means, as applicable, where a Subsystem or Cloud Program is used in production/operation with an aim to accomplish one or more of its ultimate intended purposes. Operation solely for testing or training is not Production.

“Production Environment” means a logical group of virtual or physical computers comprised within the Cloud Environment to which the Customer will be provided with access and use the purchased Cloud Application(s) in production and for its generally marketed purpose.

“Production System License” means the license(s) of Software Product provided to User for general production use.

“Product-Specific Terms” modify the EULA, and (ii) in the event of a conflict between the EULA and Product-Specific Terms, Product-Specific Terms shall govern for the applicable Software. In the event of a conflict of terms between the EULA, any prior Product-Specific Terms (including any product-specific terms delivered in the form of an addendum to the EULA), and later Product-Specific Terms, the later Product-Specific Terms shall take precedence over the EULA and any prior Product-Specific Terms regarding the subject Software.

“Purchase Order” or **“PO”** means a document issued by Customer to Hexagon to authorize the delivery of certain Product(s), Services, Deliverables, or Cloud Programs.

“Quote” means a document issued by Hexagon reflecting Product(s), Services, Maintenance Services, Deliverables, and/or Cloud Programs, which Hexagon offers to provide Customer, as well as the prices and fees therefor, the Customer’s name and location, and any applicable Schedule(s). To the extent any document or information is identified in the Quote with the intention of it being incorporated into the Quote, it will form part of the Quote.

“Replaced Product” means an earlier Software Product which will be replaced pursuant to a Maintenance Contract for an Exchanged Product.

“**Schedule”** means one or more of: E/C Schedule(s), Cloud Services Schedule(s), DevTools Schedule(s), Training Program Statement(s), and/or Special Purpose Schedule(s).

“**Secure Access Tool**" is a tool designated by Hexagon for providing secure, auditable remote access to Customer utilized environments in order for Hexagon support personnel to effectively perform services.

“Security Incident” means an event or set of circumstances resulting in a compromise of the security, confidentiality, or integrity of Customer Data under Hexagon’s control. Examples of Security Incidents include: (i) security breaches to Hexagon’s network perimeter or to internal applications resulting in compromise of Customer Data; (ii) severe degradation of, Hexagon’s security controls, methods, processes or procedures that result in compromise of the security, confidentiality or integrity of Customer Data; and (iii) the unauthorized disclosure of Customer Data.

“Server” means a computer or computer program which manages access by Clients to a centralized resource or service in a network.

“Server-based Software Product” means Server-based software that is accessed by one or more Clients.

“Services” means the work, services, projects, assignments, or tasks Hexagon shall perform pursuant to an Order. Services do not include Maintenance Services, Cloud Programs, or XaaS (anything as a service).

“Services Deliverable” means any data, document, information, Customized Software, Third Party Software, or material provided to Customer as a product of Hexagon’s performance of Services pursuant to an Order. Cloud Programs are not Services Deliverables.

“Software” means the software and DevTools owned by Hexagon or an Affiliate and Third Party Software that is licensed to Customer. For the avoidance of doubt, Cloud Programs and their contents are not “Software” as that term is used herein.

“Software Product” means the Hexagon or Hexagon Affiliate software product(s) identified in the Order Documents, which includes (i) any associated Hexagon files, sample data, demo data, or media with which

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the software is provided, (ii) any associated templates, data, printed materials, and "online" or electronic Documentation, and (iii) any Updates of such Software Products not made the subject of a separate license agreement. The term Software Products shall not include, and no rights of use are granted to User for, third party components, Hexagon products, or dependencies unnecessary to operate products made the subject of the Order Documents, but incidentally delivered within the same files or media. Software Product shall not mean any Third Party Software. For the avoidance of doubt, Cloud Programs and their contents are not "Software Products" as that term is used herein. For avoidance if doubt, Software Product does not include Developer Tools. Software Products are subject to all of the terms and conditions of the EULA which the Parties agree will apply to the same; and in the absence of such agreement, then the terms of the EULA provided with the Software Product.

"SOW" means a statement of work setting forth the scope of Services being provided pursuant to an Order.

"Special Purpose Item" means an item identified in Order Documents as due to be delivered by Hexagon, which item is subject to certain unique terms, conditions, restrictions, or requirements identified in a Special Purpose Schedule.

"Special Purpose Schedule" means a document identifying terms, conditions, and restrictions applicable to a Special Purpose Item. In the absence of Special Purpose Schedule(s) being included within the Order Documents, Special Purpose Schedules may be found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/SPS-LLP.pdf.

"Subscription" means the collection of Subscription License(s) identified on the Quote and or purchased by the Customer.

"Subscription License" means a particular type of license to a Software Product that allows a Customer to use the Software Product for a specified period of time identified in the Quote. For reference, a Software Product that is a Subscription License shall have the word "Subscription" in the Software Product name and/or have the letters "SU" at the end of the product number for the Software Product.

"Subscription Term" means the period of time during which Users are authorized to use the Subscription License as set forth on the applicable Quote beginning on the date the Subscription Licenses are provided to the User or the User is provided license keys or access to the Subscription License, unless otherwise noted in the Order Documents.

"Subsystem" means a Hexagon solution that is designed to provide a specific capability independent of the procurement of any other Subsystem. Hexagon's computer aided dispatch system ("I/CAD" or "OnCall Dispatch"), records management system ("RMS" or "OnCall Records"), and G/Technology (G/Tech) are each an example of a Subsystem.

"System" means a physical or operational location where the Software resides and operates on an individual Server or where a single operational identification number ("Site ID") has been assigned by Hexagon.

"System Equipment" means all computer-related hardware, including but not limited to, servers, workstations, cables, mice, keyboards, cameras, and SAN's; operating system software; database software; and other third party software.

"Task" means an Activity or combination of Activities of any nature whether tangible or intangible, whether onsite or remote, or an event, as further identified in an SOW.

"Task Acceptance" means the event when the Task Acceptance Criteria has been satisfied in accordance with the Task Acceptance Process.

"Task Acceptance Criteria" means the criteria by which a Task will be evaluated for completion as described in an SOW.

"Task Acceptance Process" means the process by the Customer and Hexagon verify completion of the Task Acceptance Criteria as further described below. Once Hexagon believes the Task Acceptance Criteria

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has been successfully completed, Hexagon shall submit for execution by Customer's project manager a sign-off form in substantial conformity with Exhibit C, "Project Deliverable Sign-off Form." Within ten (10) Business Days of receipt of the applicable Project Deliverable Sign-off Form for the completed milestone or Task, Customer's project manager will either: (i) execute the Project Deliverable Sign-off Form provided by Hexagon, or (ii) provide a written description of all deficiencies to Hexagon. If Customer fails to perform either action identified in the preceding sentence within ten (10) Business Days, or if the Deliverable, including the Software contained in the Fixed Price Project Assignment Order, is placed into Production or utilized in a live environment, then the Task or milestone shall be deemed accepted.

"Term" means the duration of performance under the contract into which this Common Terms Glossary is incorporated by reference.

"Third Party Service Provider" means the third party service provider with whom Hexagon enters into a subcontract with respect to the hosting of a cloud platform, Training Curricula, and/or other services to provide an element of the Cloud Program, Training Curricula, or other service to Customer (if applicable) on behalf of Hexagon.

"Third Party Software" means computer software or other technology in which any person or entity, other than Hexagon or Hexagon's Affiliate, has any right, title or interest, including any restrictions or obligations (such as obligations to obtain consents or approvals and restrictions that may be eliminated only by obtaining such consents or approvals) applicable to the computer software or technology, but does not include software embedded in the Software Products by license from third parties. The use of Third Party Software is subject to all of the terms and conditions of the Third Party Terms. "Third Party Software Products" also means, where applicable, pre-requisite third party software products used by Hexagon in order for Customer to receive other components of the Cloud Program or licensed by Hexagon and used by the Customer to use Cloud Application or Cloud Optional Services.

"Third Party Terms" means for certain Third Party Software additional terms and conditions provided with the Order Documents and/or cited in the Use Terms, or otherwise made available to the Customer or any User.

"Time and Materials Project Assignment" means Hexagon will perform the Services set forth in an Order on an hourly basis until the project is either completed or the authorized hours are exhausted, whichever comes first. Unless otherwise specified in the Order Documents, a Time and Materials Project Assignment shall end six (6) months after formation of the Order.

"Training Curricula" means one or more training classes or resources provided by Hexagon to Customer as a service over a limited time period. Training Curricula are subject to Training Program Statements.

"Training Program Statement" means document(s) titled "Training Program Statement" containing additional details regarding the Training Curricula parts being provided to Customer, including, but not limited to: whether the training is provided live on-site, live but remotely, or by way of recorded or static online content; and, certain other pertinent details; provided that "Training Program Statement" may alternatively refer to only those specific terms of an SOW containing additional details regarding Training Curricula being provided to Customer. In the absence of Training Program Statement(s) being included within the Order Documents, Training Program Statements may be found at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/TPS-LLP.pdf, which Training Program Statements are incorporated into the Order as if fully set forth therein.

"Update" means any upgrade, modified version, new release, fix, patch and/or update of the Software. Updates can require full installation and a new License Key. Updates are subject to all of the terms and conditions of the EULA provided with User's then current version of the Software; provided that if a new EULA is delivered with an Update, acceptance thereof is a requirement for its use.

"User" means Customer and/or an individual employed by Customer and authorized by Hexagon to use a particular Software, Cloud Application, Third Party Software, or Cloud Optional Services on behalf of the Customer. A User may also include Customer's contractor who requires temporary use in order to provide services on Customer's behalf. A person can only be authorized and a User if the person is an employee

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or designee of Customer and Customer has purchased the requisite number of licenses, or in the case of Cloud Programs, the requisite number of License Key(s) to provide Credentials for that User.

"Use Terms" means the Hexagon Product Usage Policy and Product Specific Terms accessible from https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/Licenses/LLP/LLP_08-2019.pdf which are incorporated herein. For purposes of clarity, the Use Terms corresponding to the date of the Order shall apply to that specific Order and the Software provided thereunder.

"Version Limitation I" is a status reached by a Software Product on the earlier of the (i) the third anniversary of the Customer's first operation of that Software Product in a live Production environment or (ii) the fifth anniversary of Hexagon's first actual delivery of the Software Product to the Customer for implementation; provided that each time Customer upgrades the version of the Software Product used in Production to a Modern Release, a reset shall occur, such that Version Limitation I shall thereafter be reached upon the third anniversary of the Customer's first operation of such Modern Release in a live Production environment.

"Version Limitation II" is a status reached by a Software Product on the earlier of (i) the fourth anniversary of the Customer's first operation of that Software Product in a live Production environment or (ii) the sixth anniversary of Hexagon's first actual delivery of the Software Product to the Customer for implementation; provided that each time Customer upgrades the version of the Software Product used in Production to a Modern Release, a reset shall occur, such that Version Limitation II shall thereafter be reached upon the fourth anniversary of the Customer's first operation of such Modern Release in a live Production environment.

"Version Limitations" means, separately and collectively, limitations on Services to be provided hereunder based upon a Covered Product reaching Version Limitation I and/or Version Limitation II.

"Virus" means any thing or device (including any software, code, file or program) which may: (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by rearranging, altering or erasing the program or data in whole or part or otherwise); or (iii) adversely affect the user experience or security, including worms, Trojan horses, viruses and other similar things or devices.

"Work" means, as applicable, the performance or providing of Services, Maintenance Services, or Cloud Services.

"XML Files" means the XML (Extensible Markup Language) files generated by the Software Product, where applicable.

"XSL Stylesheets" means the XSL (Extensible Stylesheet Language) presentation of a class of XML Files which, when included with the Software Product, describe how an instance of the class is transformed into an XML (Extensible Markup Language) document that uses the formatting vocabulary.

END OF EXHIBIT G

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HEXAGON

Williamson County, TX

Statement of Work

for

HxGN OnCall Dispatch and Records On-Premise Implementation

PRESENTED BY:

Rebecca Villalona
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December 5, 2024

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Table of Contents

Introduction **8**
Purpose **8**
Software Functionality and Support **9**
Project Governance **9**
Customer Core Team(s) **10**
Core Team Roles and Responsibilities 10
Dispatch Core Team 10
Mobile Core Team 11
Records Core Team 11
Project Assumptions **13**
Project Tasks **17**
Project Initiation 17
Planning Phase 18
1. Project Kickoff Meeting 18
2. COTS Interface Questionnaire Completion 21
3. OnCall Dispatch Launch 23
4. OnCall Dispatch GIS Requirements Review – Web Conference 25
5. OnCall Records Business Process Analysis (BPA) Workshop 26
6. Custom Interface Requirements Gathering 28
7. Custom Interface Development 31
8. OnCall Dispatch Data Conversion Analysis and Mapping 32
9. OnCall Dispatch Data Conversion Scripting 34
10. OnCall Dispatch Data Conversion Audit 35
11. OnCall Records Data Conversion 36
Staging Phase 38
12. Physical Infrastructure Installation 38
13. [redacted] and OnCall Software Staging 40
14. OnCall Dispatch GIS Consulting 43
15. OnCall Records State NIBRS Validation Installation 44
16. OnCall Records Address Server Mapping Configuration 45
17. OnCall Dispatch System Build 1 47

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

18. OnCall Dispatch Deployment & Response Planning Workshop..... 49
19. OnCall Dispatch System Build 2..... 51
Configuration Phase..... 53
20. OnCall Dispatch Fundamentals for Core Team..... 53
21. COTS Interface Product Installation and Configuration..... 55
22. CommSys ConnectCIC Installation..... 57
23. OnCall Dispatch Configuration Consulting 1..... 60
24. OnCall Dispatch Configuration Consulting 2..... 63
25. OnCall Dispatch Configuration Consulting 3..... 65
26. OnCall Dispatch | Smart Advisor Workshop..... 67
27. OnCall Dispatch | Customer Rules Engine Configuration Workshop 68
28. OnCall Dispatch | Mobile Unit Configuration Consulting Session – Law 70
29. OnCall Dispatch | Mobile Unit Configuration Consulting Session – Fire 72
30. OnCall Dispatch | Mobile Responder Configuration – Law..... 74
31. OnCall Dispatch | Mobile Responder Configuration – Fire..... 75
32. OnCall Records Fundamentals for Core Team..... 76
33. OnCall Records System Configuration Workshop 1..... 78
34. OnCall Records System Configuration Workshop 1 Follow-up Session..... 80
35. OnCall Records COTS Reports Review..... 81
36. OnCall Records System Configuration Workshop 2..... 82
37. OnCall Records System Configuration Workshop 2 Follow-up Session..... 84
38. OnCall Records System Configuration Workshop 3..... 86
39. OnCall Records System Configuration Workshop 3 Follow-up Session..... 88
40. OnCall Records | Citizen Reporting System Configuration Workshop 89
41. OnCall Records State NIBRS Reporting Installation..... 91
42. OnCall Records Additional Agency Cloning..... 92
43. OnCall Dispatch Archive Database Staging..... 94

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

44. OnCall Analytics | Dispatch Configuration 95
45. OnCall Analytics | Records Configuration 96
46. OnCall Analytics | Dispatch Training 97
47. OnCall Analytics | Records Training 99
48. Custom Interface Product Installation and Configuration 101
49. Standard Interface Product Installation and Configuration 102
50. Sustaining Coordination Services for the CommSys ConnectCIC ASAP Interface 104

Testing Phase 106
51. Test Plan and Test Cases Development – OnCall Dispatch 106
52. Test Plan and Test Cases Development – OnCall Records 107
53. Customer Functional Testing – OnCall Dispatch 108
54. Customer Functional Testing – OnCall Records 110

Training Phase 112
55. Hexagon-Led Training 112
56. Test and Training Environment Creation 114

Cutover Phase 115
57. Cutover Plan 115
58. System Readiness Review 116
59. OnCall Dispatch Final Data Conversion 117
60. Cutover to Production Use 118
61. Post-Cutover Support 120
62. OnCall Records NIBRS Certification 122
62. OnCall Dispatch Subsystem 30-Calendar Day Reliability Test 123
63. HxGN OnCall Dispatch | Smart Advisor Follow-up Workshop 1 .. 125
64. HxGN OnCall Dispatch | Smart Advisor Follow-up Workshop 2 .. 126

Attachment A – Pricing Summary 127
Pricing Assumptions 128
Bill of Materials 129
Attachment B – Payment Schedule 133
Attachment C – Initial Project Schedule 134
Attachment D – Training Curriculum 141
HxGN OnCall Dispatch | Advantage System Administrator Training (Qty: 1) 141

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

HxGN OnCall Dispatch | Advantage Train-the-Trainer (Qty: 1) 142
HxGN OnCall Dispatch | Advantage Train-the-User (Qty: 4) 143
HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer (Qty: 1) 144
HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer (Fire/EMS) (Qty: 1) 145
HxGN OnCall Dispatch | Mobile Responder Train-the-Trainer (Qty: 1) 146
HxGN OnCall Records Train-the-Trainer (Qty: 1) 147
HxGN OnCall Records NIBRS Report Generation Training (Qty: 1) 148
[redacted] Developer Training (Qty: 1) 149
Attachment E-1 – OnCall Dispatch Specifications 150
Attachment E-2 – OnCall Records Specifications 151
Attachment F – System Configuration Diagram 152
Attachment G-1 – Exhibit A - CAD/Mobile Functional Specifications Matrix 153
Attachment G-2 – Exhibit B – Law Enforcement RMS Functional Specifications Matrix 154
Attachment H – Interface Descriptions 155
COTS Interfaces 155
ANI/ALI Interface 155
HxGN OnCall Dispatch | [redacted] 156
HxGN OnCall Dispatch | Informer 157
HxGN OnCall Dispatch | Tracker 158
HxGN OnCall Dispatch | Notifications 160
HxGN OnCall Dispatch | FireLink 163
HxGN OnCall Dispatch | CADLink 163
HxGN OnCall Dispatch | PTT 164
HxGN OnCall Dispatch | [redacted] Interface 165
Standard Interfaces 166
Fire Station Alerting OnCall Dispatch Interface 166
Dispatch Alerts OnCall Dispatch Interface 167
External Alarms OnCall Dispatch Interface 167
PLT Radio OnCall Dispatch Interface 168
CAD to CAD OnCall Dispatch Interface 168
[redacted] OnCall Call-Taker Interface 168
Anti-Bias Reporting (Texas) 169

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Custom Interfaces 169
CAD Informer interface for [redacted] 169
CAD Informer interface for [redacted] 170
CAD Informer interface for [redacted] Address Query 170
Text to 911 (Intrado) 171
CAD Interface for [redacted] 171
RMS to NCIC 171
Bi-Directional RMS interface for [redacted] 172
RMS Import Interface from CRIS 172
RMS Import Interface from [redacted] 172
RMS Export Interface to TDEX 172
RMS Import Interface for [redacted] 172
Consulting Services 173
[redacted] 173
Attachment I – Glossary of Terms 174
Attachment J – GIS Requirements for the HxGN OnCall Dispatch System 177
Attachment K – Warranty 179
Attachment L – Regional Provisions 180
Attachment L-1 – CJIS Security Addendum 181
Attachment M – Performance Bond 183

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Introduction

This Statement of Work, including the attachments hereto, provided by Intergraph Corporation by and through its Hexagon Safety, Infrastructure & Geospatial division ("Hexagon") to Williamson County, TX ("Customer") describes the Products and Services that will be provided to implement an integrated computer aided dispatch ("CAD") system, mobile system, and records management system ("RMS") for the Customer (the "Project") in exchange for payment of the amount set forth in the Attachment A (Pricing Summary). This SOW sets forth the Products and Services Hexagon will provide as well as each Party's responsibilities and obligations to implement the Products. Except as otherwise provided herein, capitalized terms shall have the meaning set forth in the Common Terms Glossary and Attachment I (Glossary of Terms) hereto.

The Software provided by Hexagon will be the HxGN OnCall Dispatch Advantage Subsystem ("HxGN OnCall Dispatch System" or "OnCall Dispatch") and HxGN OnCall Records Subsystem ("OnCall Records", and collectively with OnCall Dispatch, "OnCall").

Purpose

The SOW guides the Tasks and Activities for the Project. It documents Project implementation requirements, identifies each Task within the implementation process, sets expectations for each Party, and identifies the Task Acceptance Criteria.

The SOW includes and incorporates the following Attachments:

- Attachment A – Pricing Summary
- Attachment B – Payment Schedule
- Attachment C – Initial Project Schedule
- Attachment D – Training Curriculum
- Attachment E-1 – OnCall Dispatch Specifications
- Attachment E-2 – OnCall Records Specifications
- Attachment F – System Configuration Diagram
- Attachment G -1 CAD/Mobile Functional Specifications Matrix
- Attachment G-2 Law Enforcement RMS Functional Specifications Matrix
- Attachment H – Interface Descriptions
- Attachment I – Glossary of Terms
- Attachment J – GIS Requirements
- Attachment K – Warranty
- Attachment L – Regional Provisions
    - Attachment L-1 – CJIS Security Addendum
- Attachment M – Performance Bond Terms

The remainder of this section details Project assumptions that impact the Project cost, schedule and scope, Project team composition, and Project management responsibilities.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Each Task identified in this SOW includes the following, as necessary: Task Description, Task Deliverables, Task Prerequisites, Task Assumptions, Hexagon/Customer Team Participation and Responsibilities, and Task Acceptance Criteria. The Tasks defined in the SOW may not be listed chronologically, and the actual Project implementation Tasks and timelines will follow the Project Schedule, unless otherwise noted.

Software Functionality and Support

As part of this Project, Hexagon shall provide licenses to Software identified in Attachment A ("Project Software"). The Project Software shall have the capabilities and functionality set forth in the Specifications corresponding to the Project Software, which reflects all of the functionality Hexagon is obligated to provide. The Project Software shall only be tested to evaluate conformity to the Benchmark Criteria The COTS versions of the Project Software will be provided, and, unless otherwise provided in the Software Requirements, this Order does not include any Product Change Requests or Customizations.

OnCall presents an iterative upgrading process that will also be reflected in the Project. Several times per year, Hexagon may publish a new release to OnCall Software Products. Until the end of the Testing Phase, Hexagon may periodically implement newer releases of OnCall within the Customer's environment, so the Customer may have a more current release of OnCall leading into the Training Phase and Deployment Phase.

Upon Cutover, the Warranty Period for the Project Software shall commence as described in Attachment K. Hexagon shall provide support for the Project Software during the Warranty Period in accordance with Exhibit B (Maintenance Terms) of the Agreement. .

Project Governance

Hexagon will assign a Project Manager at the beginning of the Project to act as the primary point of contact at Hexagon for the Customer and provide general oversight and guidance for the Hexagon Project team throughout Project.

To ensure successful delivery of the Project in accordance with the schedule, regular communications and an escalation path are necessary. Typically, all formal communications will occur between the Hexagon Project Manager and the Customer Project Manager. Generally, each Party's Project Manager will have, at minimum, a bi-weekly status conference with one another. On a monthly basis, Hexagon will provide a status report reflecting completed Activities, upcoming Activities, at-risk Activities, other pertinent matters affecting the Project, and, as necessary, an updated Project Schedule. The Customer may propose revisions to the status report and its attachments, but it must do so within five (5) Business Days, otherwise it is final and accepted by the Parties.

Finally, on a quarterly basis, or more frequently if deemed necessary by the Parties, the Department Sponsor for Customer, a Hexagon Director or Vice President responsible for operations, and the Customer's Project Managers shall hold a remote executive review meeting to discuss the status of the Project and particular challenges impacting the Project. The two senior officials for both parties shall also serve as the escalation point for disputes arising between the Project Managers.

Projects of this nature involve both Parties performing a variety of Tasks that are dependent upon one another. With that type of relationship and the number of Tasks involved, from time to time delays may occur. The Hexagon Project Manager and Customer Project Manager will address and take actions to mitigate such delays, to the extent reasonably possible.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

The Hexagon Project Manager will manage the Project Schedule and provide copies of it to the Customer as updated. From time to time and outside of the status report process described above, the Project Managers may find an adjustment to the Project Schedule is necessary. If the adjustment is mutually agreeable, the Hexagon Project Manager shall update the Project Schedule and it will become the then current Project Schedule, superseding all prior Project Schedules. The Parties acknowledge that potentially material adjustments to the Project Schedule may need to be addressed through a Change Order due to its impact on other aspects of the Order. Unless otherwise noted between the Project Managers, all Tasks reflected in this SOW are regarded as having completed the Task Acceptance Process upon Cutover or commencement of a Task for which the earlier Task was a prerequisite as noted within the SOW and/or Project Schedule.

Within thirty (30) days of contract execution, Hexagon shall identify by name and title the Project Manager, CAD Technical Lead, and RMS Technical Lead. This shall serve as the key personnel assigned to the project. These individuals shall be the on-site staff for cutover and the post-cutover support. Any change to personnel shall be made only through written authorization by Customer except in the case of illness, death, or employment termination.

Customer Core Team(s)

The Customer shall provide qualified resources to staff the Core Team (described below) to facilitate a successful implementation of OnCall. The Core Team consists of an overall Customer project manager who is responsible for the day-to-day coordination of Customer's Project Activities and personnel divided amongst smaller discipline-oriented groups with particular roles and responsibilities appropriate to the discipline. Those subdivided groups are denoted with suggested team member resources below.

Core Team Roles and Responsibilities

Dispatch Core Team

Below is the defined group of Customer members responsible for decision making for the remainder of the Public Safety Access Point ("PSAP") user group(s) regarding configuration and use of the OnCall Dispatch solution. The "Dispatch Core Team" should consist of, at a minimum, the following resources with the corresponding qualifications:

- **9-1-1 Call-Taker** – This person intimately understands the process by which emergency calls for service are answered, triaged, created in the current CAD, and sent for dispatch.
- **Radio Dispatcher** – This person intimately understands the structure of the PSAP, the agencies for which it dispatches, and the methods in which dispatching occurs.
- **System Administrator (Operational)** – This person is responsible for the operational administration of the OnCall Dispatch system. Managing things like user accounts, permissions, parameter settings, user interface layouts, units, event types, etc.
- **Decision Maker (Operational)** – This person has authority, either by role or designation, to make decisions on behalf of the agency or agencies OnCall Dispatch is serving pertaining to the configuration of OnCall.

The ideal size of the Dispatch Core Team is six (6) members. Under no circumstances shall the Dispatch Core Team be larger than twelve (12) members.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Mobile Core Team

Below is the defined group of Customer members responsible for decision making for the remainder of the field operations user group(s) regarding configuration and use of the OnCall Dispatch mobile solutions (OnCall Mobile) including OnCall Dispatch Mobile Unit, and OnCall Dispatch Mobile Responder. The "Mobile Core Team" should consist of, at a minimum, the following resources with the corresponding qualifications:

- **Patrol / Firefighter** – This person is an active member of the patrol / operational division of the agency. They are tasked with responding to calls for service, field-initiated activities like traffic stops or inspections, and other duties in patrol / operations. This person should not be technology averse. They should embrace the use of technology and seek to find ways to leverage it to their benefit in their daily duties.
- **Patrol Supervisor / Fire Supervisor** – This person is an active member of the patrol / operational division of the agency and responsible for the day-to-day supervision of a group of patrol members or of a specific station/apparatus crew. This person is typically a rank of Sergeant or above in law enforcement and lieutenant or above in Fire/EMS, although actual rank structure in agencies may vary.
- **Investigations / Detective / Fire Marshal** – This person is an active member of the investigations division or fire marshal's office and has primary responsibility for long-term case work or other fire-related investigations.
- **Command Staff** – This person is an active member of the command staff at the agency. This person is typically a rank of Captain or higher in law enforcement or battalion chief or higher in fire departments, although actual rank structure in agencies may vary.
- **Decision Maker** – This person has authority, either by role or designation, to make decisions on behalf of the agency or agencies OnCall Dispatch Mobile Unit or Mobile is serving pertaining to the configuration of OnCall Dispatch mobile products.

The ideal size of the Mobile Core Team is six (6) members. Under no circumstances shall the Mobile Core Team be larger than twelve (12) members.

It is possible to have a Mobile Core Team duplicated for different responder roles, such as a law enforcement Mobile Core Team and a Fire Mobile Core Team.

Records Core Team

Below is the defined group of Customer members responsible for decision making for the remainder of the field operations user group(s) regarding configuration and use of the OnCall Records solution. The Records Core Team either needs knowledge of all applicable departments or has access to local subject matter experts. The Records Core Team should consist of, at a minimum, the following resources with the corresponding qualifications:

- **Subject Matter Experts (SME)** – Person or person(s) responsible for adapting local agency department needs into actionable configuration processes for the new system. This person or persons need access to other local SMEs for all departments that will be utilizing the new system.
- **Technical Support Staff** – The responsibility of Technical Support Staff lies with the adaptation and configuration of the system at a more technical level. Responsibilities potentially include [redacted], current technical understanding of current interfaces in use that are to be adapted to the new systems, etc.

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- **Command Staff** – This person is an active member of the command staff at the agency. This person is typically a rank of Captain or higher in law enforcement, although actual rank structure in agencies may vary.
- **Decision Maker** – This person has the authority, either by role or designation, to make decisions on behalf of the agency or agencies OnCall Records is serving pertaining to the configuration of OnCall Records products.

The ideal size of the Records Core Team is twelve (12) members. Under no circumstances shall the Records Core Team be larger than twelve (12) members.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Project Assumptions

The following list of assumptions and Customer responsibilities reflect Hexagon's understanding of the Project. Changes in any of the assumptions and Customer responsibilities will affect the scope, Project Schedule, and/or cost of the Project.

Agreement and Schedule Assumptions

- The Agreement has been executed by both Parties and the Customer has provided either a notice to proceed or PO.
- Hexagon and the Customer will review the SOW and determine a mutually agreeable date for the Services to be performed, which shall be reflected in the then current Project Schedule.
- As reflected in Attachment C, the implementation of CAD and RMS are scheduled to occur concurrently; if the Project cannot be completed concurrently with a simultaneous Cutover, the SOW will need to be modified through a Change Order.
- The Customer shall perform its assigned responsibilities as identified within the Initial Project Schedule (Attachment C) and resulting Project Schedule in the time allotted. If the Customer does not reasonably comply with the Project Schedule, Hexagon is permitted with written notice to suspend its performance on this Project and redeploy its resources on other active projects until the Parties determine a mutually agreed upon date to re-start the Project and memorialize any changed circumstances in a Change Order.
- Hexagon will have timely access to the applicable members of the Core Teams and other Customer Project staff in accordance with the Project Schedule. Customer shall make additional personnel available on a priority basis, as needed, to provide subject matter expertise to complete this Project.
- Customer shall assign appropriately qualified personnel to the Core Teams and ensure they are actively engaged in the Project.
- Any work and effort ascribed to Hexagon in a given Task is confined to that specific Task and may not be used for or applied to any other Task.
- Customer shall provide Hexagon Project Manager with contact information for a Customer resource to resolve any issues that should arise from Hexagon's access of Customer's System during working and non-working hours.
- Any Service Request that is set to "NEED MORE INFO" or "RE-TEST" will be subject to escalation after ten (10) Business Days if the Customer does not update the SR to promote focus on pressing issues. If SR items are closed and the underlying issue continues, the Customer may re-open the SR.
- Any workshop having a duration of three (3) Business Days or less shall begin no earlier than Tuesday of the week of that workshop and will conclude that same week.
- The Customer shall provide Hexagon with access to all data, documents, plans, reports, diagrams, and analyses reasonably related to the Project or otherwise necessary to facilitate Hexagon's performance of its Activities.
- Unless expressly stated in this SOW, all Documentation, if any, provided by Hexagon under this SOW will be COTS Documentation, and the Documentation will not be customized by Hexagon. All Documentation delivered will be in Hexagon-approved format. Changes to Hexagon-format to accommodate specific Customer requests may be done with Hexagon's concurrence.
- Unless Hexagon and Customer mutually agree otherwise, all Documentation provided by Hexagon will only be provided in electronic format.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Unless otherwise stated in the Task, all Tasks will be conducted remotely.
- All Hexagon personnel performing remote Activities will be identified and properly vetted prior to commencement of those remote Activities.
- As reflected herein, Hexagon may have proposed certain Activities or Tasks be performed on site. Hexagon and Customer may, by mutual agreement, alternatively choose or circumstances necessitate to have these Activities and Tasks performed remotely.
- If the title of a Task includes the name of a Subsystem (e.g., OnCall Records or OnCall Dispatch), that Task shall be construed as pertaining only to that Subsystem unless expressly stated otherwise.

Hardware and Software Assumptions

- All Software will be electronically delivered.
- All specifications provided with this SOW (Attachments E-1, E-2, and F) will assume a traditional on-premises solution (*i.e.*, not a hosted solution), and any change with respect to alternative hosting requires execution of a mutually agreed upon Change Order.
- The Customer shall purchase, install, and test all physical hardware, including the client/mobile hardware.
- The Customer will ensure its hardware, operating system software, database software, and other third-party products/environments conform with Attachment F. Deviations from Attachment F will not be considered due to the critical nature of the software supported by these systems.
- Hexagon and the Customer will verify the final system hardware configuration to ensure conformance with Attachment F.
- Except as expressly identified in Exhibit A, Customer shall purchase all applicable operating systems, database licenses, and Third-Party Software and ensure such operating systems, database licenses, and Third-Party Software meet the minimum requirements as defined in Attachment F.
- [redacted]
- Hexagon technology for this Project will be implemented in the Microsoft environment as specified in Attachment F.
- Customer shall purchase, install, configure, and administer its Network Infrastructure, including, but not limited to, its WAN/LAN and wireless infrastructure. Customer's wireless infrastructure shall meet minimum bandwidth requirements as stated in Attachment F.
- Customer shall be responsible for the wired and wireless connectivity between servers/clients and clients/clients.
- [redacted]
- Customer shall be responsible for, and purchase and maintain if necessary, any hardware and/or third-party software necessary for implementing interfaces.
- Except as specified in this SOW, including Attachment A: Pricing Summary, Hexagon is not required to provide any additional Software customizations, custom forms, forms modifications, third-party software, custom interfaces, or custom reports.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- To the extent the Customer desires to use the Software or other deliverables provided herein in a manner or in combination with software or hardware that is not certified or recommended by Hexagon, then the Customer shall be solely responsible for such use. Hexagon shall not be responsible for the correction of any errors, Defects, reduced performance, compromised functionality, or other unintended consequences arising from such use. The Customer also shall not withhold acceptance of any deliverable or the System due to such use.
- Customer has reviewed the SOW and acknowledges and agrees that Benchmark Criteria: (i) represents all the functionality required of the Hexagon Software; and (ii) is the only software functionality that is required to be delivered under this SOW
- Customer shall have its GIS system conform to the requirements set forth in Attachment J (GIS Requirements)
- Customer may use any supported third-party mapping provider for GIS information within OnCall Dispatch during this Project (see Attachment J). It is the Customer's responsibility to provide this.
- The mapping subsystem shall be dedicated only to supporting HxGN OnCall Dispatch.

System Access Assumptions

- Depending upon the Customer's jurisdiction, additional security guidelines and assumptions are provided in Attachment L.
- Customer consents to Hexagon's inspection and use of Customer's data and systems, including, but not limited to, log files and databases, for the limited purpose of providing the Services specified herein and any future maintenance or warranty services described within the Agreement.
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

Third-Party Assumptions

- Customer shall schedule and coordinate third-party technical resources with the skills necessary to perform and/or support all Customer Responsibilities, provide necessary information, respond to Hexagon requests, and support the testing of interfaces, as required. Customer shall schedule and coordinate third-party technical resources in such a way as to ensure that a negative impact to the overall Project Schedule does not occur.
- Customer shall maintain, in good working order, all third-party systems which will integrate with Hexagon software or on which the Hexagon software depends as part of this Project.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Customer shall be responsible for the operation and timely availability of external systems or third-party software necessary for the execution of the Project.
- If a delay in the Project is caused by a third-party vendor, Hexagon services not covered in this SOW may be required at additional costs.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Project Tasks

Project Initiation

Prior to the Kickoff Meeting and after execution of this SOW or Order, the Hexagon Project Manager will contact the Customer Project Manager to identify the Project Start date and coordinate scheduling the Kickoff Meeting. For the Project to be successful, the following initial Activities must be performed before any Tasks occur:

- Customer shall order hardware, database software, operating system software, or other third-party software consistent with the requirements set forth in Attachments E and F.
- The Hexagon Project Manager will contact the Customer Project Manager. During this initial contact, the Hexagon Project Manager will:
    - Schedule the kickoff meeting;
    - Identify the Project Start date;
    - Create a detailed agenda describing the goals of the kickoff meeting;
    - Discuss any mitigating factors that could affect the Project (e.g., scheduling conflicts, communication factors, and other risk factors);
    - Schedule a conference call before the kickoff to go over the kickoff agenda;
    - Ensure both Hexagon and Customer have appropriate Subject Matter Experts available for kickoff; and

Provide document titled “Infrastructure Build Document”, if not previously provided to the Customer.

- Hexagon’s Project Manager will prepare kickoff materials.
- Hexagon’s Project Manager shall have updated the Initial Project Schedule and provide the draft Updated Initial Project Schedule and sent a copy to the Customer Project Manager for review prior to the Kickoff meeting.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Planning Phase

1. Project Kickoff Meeting

Task Description

The objective of this Task is to discuss and address questions regarding Project Assumptions, discuss the updated Initial Project Schedule and agree to it at the meeting or shortly thereafter, and all requirements are understood prior to beginning any significant work. A meeting for Project Kickoff will be held after the SOW has been fully executed. The Project Kickoff meeting will be scheduled by each party's Project Manager as part of Project Initiation Activities.

Prior to the Kickoff Meeting and after written acceptance of the Agreement, the Hexagon Project Manager will contact the Customer Project Manager to identify the Project Start date and coordinate scheduling the Kickoff Meeting. The Project Kickoff Meeting shall last no more than one (1) Business Day.

During this Task, the Parties shall confirm the updated Initial Project Schedule as updated by the Hexagon Project Manager. The resulting updated Initial Project Schedule shall be substantially similar in durations as that provided within Attachment C. Prior to the Project Kickoff Meeting Task, the Customer Project Manager shall have reviewed the updated Initial Project Schedule and be in a position to succinctly identify any needed changes understanding material extensions of the Initial Project Schedule may require additional Hexagon Services to be added via a Change Order. Once the list of changes has been made to the updated Initial Project Schedule by the Hexagon Project Manager, the Hexagon Project Manager will thereafter provide the Project Schedule to the Customer Project Manager. From time to time, the Parties' Project Managers may modify the Project Schedule upon mutual written consent or upon transmission of an updated Project Schedule to the Customer Project Manager as part of a status report and the Customer Project Manager offers no objection to the updated Project Schedule within five (5) Business Days thereafter.

At the Project Kickoff Meeting, the Customer shall provide: (i) contact information for all members of its Core Team and Executive/Departmental Sponsor, (ii) proposed alterations to the updated Initial Project Schedule, (iii) contact information for any third-party vendors which OnCall will integrate as contemplated in Attachment H, and (iv) identify to Hexagon any perceived concerns or risks with the Project. During the Project Kickoff Meeting, Hexagon shall provide template COTS Interface Questionnaires and the OnCall Records Pre-BPA Questionnaire for Customer completion prior to required Tasks.

Task Deliverables

- Kickoff meeting agenda
- Project Schedule
- Kickoff meeting minutes, to include identified risks and action items
- COTS Interface Questionnaire
- OnCall Records Pre-BPA Questionnaire
- Dynamo e-learning licenses

Task Prerequisites

- Agreement executed by both Customer and Hexagon and PO issued (if applicable).
- Hexagon Project Manager has verbally communicated with the Customer to (i) identify the Project Start date and (ii) coordinate a date for the Project Kickoff Meeting.
- Customer has assigned a Customer Project Manager.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- The Core Team has reviewed this SOW.

Task Assumptions

- The Hexagon Project Manager will conduct the kickoff.
- This task will be conducted on site.
- Some members of the Hexagon Project Team may participate remotely.
- The Dynamo e-learning subscription commences during this Task and lasts for a duration of twelve (12) months from the date issued.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review the Project organization, roles, and responsibilities with the Customer;
- Conduct an overview of the Project including a review of the SOW to verify all aspects of the Project approach;
- Review the draft Updated Initial Project Schedule and adjust the Updated Initial Project Schedule as needed and mutually agree upon it with Customer;
- Work with Customer to identify and document any potential Project risks;
- Provide meeting minutes that document risks and action items that affect the Project Schedule, resources, and/or the SOW;
- Inform the Customer of VPN requirements for Project implementation and continued System maintenance;
- Review of delivery methodology;
- Provide the Dynamo e-learning licenses for use by the Customer Core Team;
- Establish status reporting requirements; and
- Provide overview of Standard Interfaces being delivered as part of the Project as identified in Attachment H.

Customer Team Participation and Responsibilities

Customer shall:

- Review the SOW;
- Ensure its Core Teams attend the applicable portions of the Kickoff Meeting;
- Provide SMEs and any other resources as recommended by the Customer and Hexagon Project Managers;
- Provide Hexagon with VPN access and individualized user accounts to Customer’s System as appropriate for this Project and continued software maintenance;
- Have previously reviewed the Updated Initial Project Schedule and work with Hexagon to finalize the Updated Initial Project Schedule;
- Provide location and logistical support for Kickoff Meeting; and
- Designate and prepare workspace for Hexagon personnel.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Task Acceptance Criteria

This Task is complete at the conclusion of the Project Kickoff Meeting and delivery of the Project Kickoff meeting minutes to Customer.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

2. COTS Interface Questionnaire Completion

Task Description

Hexagon will provide an interface questionnaire (“COTS Interface Questionnaire”) to the Customer to complete. The Customer shall complete the COTS Interface Questionnaire within five (5) Business Days of receipt (“COTS Interface Review Period”) whereupon Hexagon will be able to install the COTS Interface and configure it based upon the information provided in the COTS Interface Questionnaire subject to the functionality and features within the COTS version of the Interface.

The following Interfaces are regarded as the COTS Interfaces (collectively, "COTS Interfaces”):

- ANI/ALI Interface (included with HxGN OnCall Dispatch | Advantage)
- HxGN OnCall Dispatch | ProQA
- HxGN OnCall Dispatch | Informer
  - For NCIC/TLETS
- HxGN OnCall Dispatch | Tracker
  - For [redacted]
- HxGN OnCall Dispatch | Notifications
  - [redacted]
  - [redacted]
- HxGN OnCall Dispatch | FireLink
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
- HxGN OnCall Dispatch | CADLink
  - [redacted]
  - [redacted]
  - [redacted]
- HxGN OnCall Dispatch | PTT
  - To [redacted]
- HxGN OnCall Dispatch | [redacted]

For more information on, parameters of, and assumptions underlying the COTS Interfaces, see Attachment H, Interface Descriptions.

Task Deliverables

- Completed COTS Interface Questionnaires

Task Prerequisites

- Project Kickoff Meeting Task is complete.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Hexagon has submitted COTS Interface Questionnaires to Customer.

Task Assumptions

- The Customer will direct its third-party vendors to provide any API or specification documentation required to configure the COTS Interfaces.
- If required, all NDAs between Hexagon and third parties will be executed and current. The Customer will exercise all reasonable efforts to facilitate its third-party vendors reasonable cooperation with this requirement.
- The Customer will exercise all reasonable efforts to facilitate cooperation and information from its third-party vendors and/or state agency as reasonably necessary for the configuration, testing, and Cutover of the COTS Interfaces.
- Unless otherwise provided in the Specifications, only COTS versions of the COTS Interfaces will be provided and configured.
- The Customer shall be responsible for underlying requirements pertaining to its third-party systems as described in Attachment H.
- The ANI/ALI interface component of the OnCall Dispatch System will provide the interface to an ANI/ALI controller. It will accept ANI/ALI packets containing ASCII data via an Ethernet Network (TCP/IP) or a Serial COM Port connection. If the Customer's ANI/ALI feed is via Serial COM Port the Customer will need to obtain an IP to Serial device.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review completed COTS Interface Questionnaires.

Customer Team Participation and Responsibilities

Customer shall:

- Promptly review, complete, and submit COTS Interface Questionnaires and provide comments, questions, or approval within the COTS Interface Review Period.

Task Acceptance Criteria

This Task is complete upon Hexagon providing the COTS Interface Questionnaires and reviewing Customer's responses it provided within the COTS Interface Review Period.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

3. OnCall Dispatch Launch

Task Description

OnCall Dispatch Launch ("Launch Workshop") is a workshop style session lasting up to three (3) Business Days that is intended to educate Dispatch and Mobile Core Team members on the features and functionality of OnCall Dispatch to support the collection and importation of data and information that CAD requires to execute its primary functions ("CAD Static Data"). During the Launch Workshop, Hexagon will provide limited instruction on the use of OnCall Dispatch and OnCall Dispatch Mobile Unit illustrating how the CAD Static Data elements identified below are utilized in the Subsystem. The Launch Workshop is limited in scope to facilitate upcoming System Build Tasks; it is not intended or designed to provide a comprehensive overview or instruction of the Subsystem. Such instruction and training will be provided at later stages of the Project. At the conclusion of the Launch Workshop, Hexagon shall provide to Customer OnCall Dispatch Static Data Collection Spreadsheet(s) to facilitate Customer's collection and eventual importation of CAD Static Data in subsequent Tasks.

Task Deliverables

- OnCall Dispatch Static Data collection spreadsheets

Task Prerequisites

- Project Kickoff Meeting Task is complete.
- Customer Dispatch Core Team is identified.
- Customer Mobile Core Team is identified.

Task Assumptions

- Launch Workshop is conducted using a Hexagon-provided default OnCall Dispatch environment.
- Hexagon responsibilities will be executed on site at a Facility.
- The Launch Workshop shall last no more than three (3) Business Days.
- Customer has provided a Facility.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide limited, focused instruction on the use of OnCall Dispatch, and OnCall Dispatch Administrator, on functional areas that utilize or display the following CAD Static Data elements:
  - Agencies
  - Unit Types (Patrol, Engine, etc.)
  - Units
  - Event Types
  - Disposition Codes
  - Out-of-Service Types
  - Facility Service Types
  - Known Caller Types
  - Special Situation Types
  - Personnel/User Accounts
  - Beats/Station Areas
  - Dispatch Groups
  - Stations (Police Stations, Sub-Stations, Fire Stations, etc.)
  - Number Formats (event, case, etc.)
  - Rotational Services (towing, ambulance, lock smith, etc.)
  - Vehicles
- Provide the Customer with Microsoft Excel based data collection spreadsheets ("OnCall Dispatch Static Data Collection Spreadsheets") to be used in assembling the CAD Static Data elements.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Customer Participation and Responsibilities

Customer shall:

- Provide a facility according to the requirements provided in Task Assumptions;
- Ensure appropriate members of the Dispatch Core Team and Mobile Core Team attend the workshop for the entire Launch Workshop; and
- Participate in discussions and engage with the Hexagon team member.

Task Acceptance Criteria

This Task is complete upon conclusion of the Launch Workshop and the delivery of the OnCall Dispatch Static Data Collection Spreadsheets.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

4. OnCall Dispatch GIS Requirements Review – Web Conference

Task Description

Over the course of up to one (1) Business Day, Hexagon will present on the following topics during the "OnCall Dispatch GIS Requirements Review". This Task introduces the Customer GIS team to the GIS services the Customer must provide and which OnCall requires in order to function. Those services are, at a minimum an address locator service, a routing service, and a base map display service. Hexagon will also cover the deployment related polygon feature classes required to facilitate the assignment of geographic areas to specific agencies.

- Introduction to OnCall Dispatch GIS data requirements (see Attachment J)
- Optional GIS data elements that can be used by OnCall Dispatch

This session will use Hexagon-provided GIS data for the purposes of discussion. Hexagon will use its equipment to conduct any demonstrations that may occur. Customer attendance should be limited to GIS professionals with responsibility for the creation and maintenance of Customer GIS data. Up to six (6) Customer personnel may attend. Map content will be provided to the OnCall Dispatch system through map layers and web services to be provided by the Customer.

Task Deliverables

- OnCall Dispatch GIS Requirements Review

Task Prerequisites

- Project Kickoff Meeting Task is complete.

Task Assumptions

- Appropriate facilities have been identified to support the number of attendees (if co-located), including an LCD projector and a projection screen.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct the OnCall Dispatch GIS Requirements Review.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure its GIS/Map Administrator is involved throughout this Task;
- Supply facilities, including an LCD projector and a projection screen;
- Designate and assign no more than four (4) Customer mapping/GIS personnel to attend the entire workshop. Two (2) additional people may attend as observers/auditors; and
- Ensure that all appropriate Customer GIS professionals are sufficiently trained and experienced in GIS fundamentals.

Task Acceptance Criteria

The Task is complete after the OnCall Dispatch GIS Requirements Review is conducted.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

5. OnCall Records Business Process Analysis (BPA) Workshop

Task Description

Hexagon will conduct the Business Process Analysis ("BPA") Workshop ("BPA Workshop") with the Customer's Records Core Team and SMEs. The BPA Workshop lasts up to four (4) Business Days and is designed to document current processes that will need to be reviewed during configuration workshops and provide a guidebook for the Records Core Team to use as they work to configure the Records Subsystem.

The BPA Workshop will be an interactive workshop with the Records Core Team and any SMEs that may be required. The BPA Workshop will provide the Customer with a system and process overview to prepare for the upcoming Records Core Team training and subsequent configuration workshops where the Records Core Team will set up OnCall Records for Production use. It is important to note that some current Customer processes may not be applicable to the new Subsystem, and adjustments will have to be made by the Customer's process and procedures to implement the COTS OnCall Records Subsystem. This knowledge will be critical during the configuration workshops. The BPA Workshop results will be documented by Customer staff.

BPA Workshop Agenda

The BPA agenda will be developed between the Hexagon and Customer Project Managers based on the functional areas, subject areas specific to the Customer, and number of BPA workshops purchased. The topic points will be based on the "Pre-BPA Questionnaire" that is completed by the Customer and focuses on the current business processes.

Task Deliverables

- BPA Workshop.

Task Prerequisites

- Customer has provided appropriate meeting/training facilities.
- Project Kickoff Meeting Task is complete.
- Customer has collected and or has available necessary operating procedures, policies, plans, and/or information applicable to the BPA Workshop.
- Customer has completed and returned the Pre-BPA Questionnaire.

Task Assumptions

- The sessions are typically done in six (6)-hour blocks over (4) days.
- No more than twelve (12) agency personnel may attend.
- Hexagon responsibilities will be executed on site at a Facility.
- The BPA Workshop will cover only COTS OnCall Records functionality.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct the BPA Workshop.

Customer Team Participation and Responsibilities

Customer shall:

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Attend BPA Workshop;
- Provide a facility according to the requirements provided in Task Assumptions;
- Provide a Project Workstation for each attendee;
- Collect and have ready at the BPA Workshop all of Customer's documents and information pertaining to its business processes, operating procedures, and workflows;
- Document Customer business processes to be used in the Configuration Workshops; and
- Provide access and resources as identified.

Task Acceptance Criteria

This Task is complete once the BPA Workshop has been provided.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

6. Custom Interface Requirements Gathering

Task Description

During this Task, Hexagon and Customer will meet via conference call to validate the assumptions and design of each Custom Interface identified in this SOW and Attachment H (Interface Descriptions). This Custom Interfaces Requirements Gathering workshop is intended to contain a series of discussions to validate the requirements and assumptions underlying the Custom Interfaces. These sessions should include third-party vendors where appropriate. During the sessions, the specific workflow and data requirements for each of the interfaces listed below will be discussed in detail.

The information obtained in combination with the information in Attachment H will be used to develop an Interface Control Document for each Custom Interface. If the assumptions reflected in Attachment H materially change, a Change Order may be appropriate. The ICDs will become the foundation for the Custom Interface development by Hexagon. Once an ICD is mutually approved, it should only be modified through a Change Order. The Customer shall not make any changes to and shall take appropriate actions to prevent its third-party vendor from making substantive changes to the third-party software that is the subject of a Custom Interface once that Custom Interface's respective ICD has been finalized.

The following are regarded as "Custom Interfaces" as the term is defined in Attachment I of this SOW:

- CAD Query Interface to [redacted] Address Query
- CAD Query Interface to [redacted] Address Query
- CAD Query Interface to [redacted] Query
- CAD Interface for Text to 911 (Intrado)
- CAD Interface for [redacted]
- Bi-Directional RMS interface for [redacted]
- RMS Import interface for CRIS
- RMS Import interface for [redacted]
- RMS Export Interface to TDEX
- RMS Import Interface for [redacted]
- RMS to NCIC

For descriptions and assumptions regarding each Custom Interface listed above, please see Attachment H: Interface Descriptions.

As it pertains to the development of the ICD, the parties shall follow the following process. After the Customer provides the necessary information regarding the Custom Interface, Hexagon will prepare a draft ICD for each Custom Interface. Hexagon will then provide the initial draft ICD to the Customer for its review. The Customer shall review the draft ICD and provide any feedback or comments within ten (10) Business Days. As appropriate, Hexagon will incorporate the feedback into the ICD or advise the Customer why certain requests could not be included (e.g. the request conflicted with Attachment H) and finalize the ICD. Hexagon will provide the finalized ICD to the Customer for its written acknowledgement. The Customer will provide a response within three (3) Business Days from Hexagon providing the finalized ICD.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Task Deliverables

- Workshop meeting minutes, to include notes on the specific workflow and data requirements for each custom interface proposed
- ICD documents

Task Prerequisites

- Project Kickoff Meeting Task is complete.

Task Assumptions

- The Customer will coordinate interactions with the third-party vendors, including obtaining and providing any API or specification documentation required to develop the proposed interfaces.
- If required, all NDAs between Hexagon and third parties will be executed and current. Customer is responsible for facilitating its third-party vendors reasonable cooperation with this requirement.
- The Customer is responsible for obtaining cooperation and information from its third-party vendors and/or state agency as reasonably necessary for the development, testing, and cutover of the interfaces.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Lead the interface requirements gathering process and track outstanding items requiring resolution;
- Confer with Customer and third-party points of contact to gather information required to develop ICDs;
- Validate the third-party points of contact are appropriate sources of information necessary to develop ICD;
- Mutually agree with the third-party vendors on the operational and technical interface requirements;
- Gather all available interface data detailed schema, protocols, and specifications, as needed;
- Prepare draft ICDs and submit to Customer for feedback;
- Incorporate Customer feedback into draft ICDs;
- Finalize ICDs for Customer review and approval; and
- Manage the approved ICDs consistent with the change control process.

Customer Team Participation and Responsibilities

Customer shall:

- Identify and set up appropriate facilities;
- Provide points of contacts who are knowledgeable of the workflow and data requirements for Customer hardware and software components with which the Custom Interfaces will interact;
- Provide or have available all necessary information during the workshop to facilitate the creation of the ICD;
- Promptly review all draft ICD submissions and provide comments, questions, or approval within ten (10) Business Days of receipt; and

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Agree to and sign the ICDs before any development work can begin. Failure to approve in a timely manner may impact Project Schedule and incur additional cost.

Task Acceptance Criteria

This Task is complete upon completion of all ICDs and execution of the ICDs by both Hexagon and the Customer.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

7. Custom Interface Development

Task Description

During this Task, Hexagon will develop the Custom Interfaces based upon the ICDs that were created from the Custom Interface Requirements Gathering Task.

Task Deliverables

- Custom Interface documentation

Task Prerequisites

- Custom Interface ICDs have been executed by each Party.

Task Assumptions

- Any changes to a third-party interface developed by Hexagon that will alter the agreed-upon ICD will have to be reflected in a mutually executed document, which may include a Change Order.
- Development of the Custom Interface shall not commence until the signed/approved ICD is returned to Hexagon. Failure to approve in a timely manner may impact project schedule and incur additional cost.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Develop the Custom Interfaces based upon the ICD.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure SMEs are available as needed; and
- Obtain third-party cooperation as reasonably requested by Hexagon.

Task Acceptance Criteria

This Task is complete when all Custom Interfaces are developed.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

8. OnCall Dispatch Data Conversion Analysis and Mapping

Task Description

Hexagon will analyze legacy databases that are candidates for conversion into the new OnCall Dispatch system and produce an initial mapping of legacy data fields to the corresponding fields in the OnCall Dispatch database tables. Hexagon will convert up to five (5) years originating from no more than 20 tables and no more than 250 elements of data. Converted data shall only be present in the OnCall Dispatch Archive Database and only available for manual searches of said data.

Hexagon will spend one (1) week gathering information about the legacy database(s) that are candidates for conversion into the new System. During this period, Hexagon will:

- Interview Customer SMEs who can provide insight and detailed explanation as to the legacy system data, its meaning, and workflows used to create the data;
- View legacy data in the current system to see where it might fit in the OnCall Dispatch database;
- Demonstrate various parts of the Hexagon system to Customer SMEs to facilitate discussion of possible areas where data might be converted;
- Examine documentation and sample data from the legacy system(s).

At the conclusion of the analysis, Hexagon will produce a Data Conversion Study document that contains:

- A high-level discussion of the feasibility of converting legacy data into OnCall Dispatch;
- Identification of functional areas of the legacy system that are considered good candidates for conversion and those areas that are not considered good candidates, along with reasons why the functional areas are classified as “good” or “not good” candidates for conversion;
- The historical time frame of the data to be converted;
- An assessment of the adequacy and availability of required data based on its location;

Once the Data Conversion Study is completed, the Hexagon and Customer Project Managers, along with the Data Conversion Team, will discuss a schedule for moving forward with data conversion.

Task Deliverables

- OnCall Dispatch Data Conversion Study

Task Prerequisites

- Completion of Project Planning Meeting
- Completion of Project Schedule Review

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Spend one (1) week gathering information necessary to analyze legacy data conversion options; and
- Produce the OnCall Dispatch Data Conversion Study.

Customer Team Participation and Responsibilities

Customer shall:

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Supply a subset of data to the CAD Data Conversion Implementer for use in the analysis and data mapping;
- Ensure SMEs who understand the structure and use of legacy data are available to work with Hexagon for the duration of this task; and
- Provide additional data or scrubbed data based on feedback from Hexagon, if requested.

Task Acceptance Criteria

This Task is considered complete upon delivery of the OnCall Dispatch Data Conversion Study.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

9. OnCall Dispatch Data Conversion Scripting

Task Description

The objective of this Task is to create scripts based on the data mapping completed in the Data Conversion Analysis and Mapping Task, run the scripts, reconcile any discovered script discrepancies, and provide feedback to the Customer ("Data Conversion Scripting Feedback"), so it can start making corrections to legacy data necessary to facilitate future data conversion to the Hexagon system. These scripts may include coding to reformat dates and/or parse name and address data but will not include any type of legacy data cleanup, such as reformatting free-form text fields or eliminating duplicate names, which is outside of Hexagon's scope.

Task Deliverables

- OnCall Dispatch data conversion scripts

Task Prerequisites

- OnCall Dispatch Data Conversion Analysis and Mapping Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Create and run the OnCall Dispatch data conversion scripts; and
- Provide feedback to the Customer regarding any script discrepancies.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure SMEs who understand the structure and use of legacy data are available to work with Hexagon for the duration of this task.

Task Acceptance Criteria

This Task is considered complete when Hexagon has created the data conversion scripts and provided the Data Conversion Scripting Feedback.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

10. OnCall Dispatch Data Conversion Audit

Task Description

The OnCall Dispatch Data Conversion Audit Task focuses on uncovering any legacy data or conversion script issues. Prior to this Task, the Customer will need to provide Hexagon with a sample of legacy data large enough to allow Hexagon and the Customer to perform a quality audit on the imported data. During this Task, Hexagon will convert the representative sample of legacy data into the OnCall Dispatch application.

Task Deliverables

- Vetted scripting process to be used throughout the project

Task Prerequisites

- OnCall Dispatch Data Conversion Scripting Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Work with the Customer SMEs to review the converted data in OnCall and revise scripts as necessary to resolve any issues that may arise.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure SMEs who understand the structure and use of legacy data are available to work with Hexagon for the duration of this task.

Task Acceptance Criteria

This Task is considered complete when Hexagon has conducted the OnCall Dispatch data conversion audit.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

11. OnCall Records Data Conversion

Task Description

The purpose of this Task is to convert Customer legacy RMS data into OnCall Records. The conversion will be of the following databases and restrictions:

- [redacted]

The conversion will follow a series of sub-tasks, as outlined below. The data conversion, unless otherwise stated, is a single, full dataset run, where the target database (OnCall Records) is purged of all data, prior to the import of the legacy RMS data.

Data Conversion Extraction

The Customer is responsible for the extraction of the data from the current systems into a readable format for the Hexagon-developed data conversion scripts. Upon delivery of all data to be converted, the time necessary for the extraction and delivery should also be given with the data. This information will help aid Hexagon in presenting the total time of conversion that will be used to calculate any outage for the Cutover conversion.

Data Conversion Mapping

Hexagon will conduct a Data Mapping and Analysis with the Customer. Based on the legacy data sets and tables, Hexagon will prepare two (2) documents outlining source and target conversion mappings and will deliver an Expectations Document to further outline the process. These mapping documents and Expectations Document will be signed off by all parties before continuing.

Data Conversion Scripting

Hexagon will create the data conversion scripts required to convert the data into OnCall Records. These scripts will be based on the agreed-upon mapping documents.

Data Conversion Run 1

Hexagon will begin the process by staging the source database(s), and a copy of the OnCall Records database within a CJIS controlled lab. Hexagon will then purge relevant data from the OnCall Records database and execute the developed data conversion scripts, moving the data into the OnCall Records database. This will be done, sequentially for all datasets identified. Data conversion results will be tested and evaluated by Hexagon and Customer for accuracy. Any issues identified will be documented within the tracking system during the period of performance as outlined by the schedule. Additionally initial run times for the conversion will be generated.

Data Conversion Run 2

Hexagon will correct any mutually agreed-upon data conversion issues through script modifications and execute Data Conversion Run 2, following the same process as Data Conversion Run 1. Data conversion results will be tested and evaluated by Hexagon and Customer for accuracy. Any issues identified will be documented within the tracking system during the period of performance as outlined by the schedule. Upon completion, as signoff by all parties will be obtained upon completion. Additionally run times for the conversion will be refined. This data will then be passed to the team to be incorporated into Cutover planning.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Final Run

Hexagon will correct any mutually agreed-upon data conversion issues through script modifications and prepare to execute the Final Data Conversion Run into OnCall Records. This Final Data Conversion Run will be the final run just prior to Cutover.

Task Deliverables

- Data Conversion Expectations Plan
- Data Conversion Mapping Document
- Documentation confirming completion data conversion tasks
- Conversion Run Times Document

Task Prerequisites

- Project Kickoff Meeting Task is complete.

Task Assumptions

- This RMS data conversion includes [redacted]
- No data clean-up or merging of data is part of this Task.
- Attachments are not to be manipulated in any way or converted.
- Attachments may be sourced from a separate network drive or be embedded in the source database. If there are differences, there may be an adjustment in scope.
- The Customer will need to provide expertise on source database. This will include purpose and definition of data elements in the source database to aid in mapping to the appropriate location in the target database.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct the Data Mapping and Analysis;
- Create the data conversion scripts; and
- Conduct Data Conversion Run 1, Run 2, and the Final Run.

Customer Participation and Responsibilities

Customer shall:

- Provide extraction of the data from the current system into a readable format for the Hexagon-developed data conversion scripts;
- Sign off on relevant documents related to conversion plan; and
- Consult with Hexagon regarding any data migration questions.

Task Acceptance Criteria

This Task is complete once the Final Data Conversion Run has been conducted.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Staging Phase

[redacted]

Task Description

[redacted]

Task Deliverables

- [redacted]

Task Prerequisites

- [redacted]
- [redacted]
- [redacted]

Task Assumptions

- [redacted]

Hexagon Team Responsibilities

Hexagon shall:

- [redacted]
- [redacted]

Customer Team Responsibilities

Customer shall:

- [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted];

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[redacted]

- [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]
    - [redacted]
    - [redacted]

[redacted]

Task Acceptance Criteria

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

13. [redacted] and OnCall Software Staging

Task Description

[redacted]

Hexagon will initially confirm the hardware has been configured and set up according to Hexagon standards and able to receive the Software. If deviations are identified, Hexagon will notify the Customer and the Customer will take prompt action to address the deviation.

[redacted]

[redacted]

Hexagon will install and perform initial configuration of the Hexagon OnCall Product Suite included in this Project. [redacted]. Software installed during this Task does not constitute a fully configured system. Additional configuration Tasks are described later in this SOW.

[redacted].

As part of this Task, Hexagon will initiate the Site Configuration document. At this stage this document is a draft that will be updated throughout the Project.

Task Deliverables

- Draft Site configuration Document
- Installation of OnCall Product Suite(s)
- [redacted]
- Ability to login to most of the applications (Some require additional configuration before functional, like OnCall Analytics)

Task Prerequisites

- Customer has completed and returned the Infrastructure Build Document to Hexagon.

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- [redacted]
- [redacted]
  - [redacted]
  - [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

Task Assumptions

- [redacted]
- [redacted]
- [redacted]
  - [redacted]
  - [redacted]
    - [redacted]
    - [redacted]
    - [redacted]
    - [redacted]
    - [redacted]
    - [redacted]

Hexagon Team Participation and Responsibilities

Hexagon shall:

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

Customer Team Participation and Responsibilities

Customer shall:

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- [redacted]
- Answer questions as needed.
- Promptly address any deviations in hardware, operating system, database software from what is required in Attachment E and F.

Task Acceptance Criteria

This Task is complete when Hexagon has completed the Software Installation and provided the Draft Site Configuration Documentation to Customer.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

14. OnCall Dispatch GIS Consulting

Task Description

A central feature of OnCall Dispatch is interoperation and use of Customer provided GIS services within OnCall Dispatch. The Customer may use whichever map provider they choose, subject to Attachment J. The objective of this Task is to collaborate with the Customer's GIS Administrator regarding use of the Customer-provided map services within OnCall Dispatch and management of the source map.

Over the course of up to three (3) consecutive weeks ("GIS Consulting Period") a Hexagon technical resource will host meetings with the Customer GIS Administrator and any other interested Customer SMEs, which in the aggregate shall last no more than twenty-four (24) Business Hours ("GIS Meeting Time"). The OnCall Dispatch GIS Consulting is intended to be a collaborative session and for Hexagon and the Customer GIS Administrator to discuss use of the map services within OnCall Dispatch and management of the map services in the context of OnCall Dispatch. As time permits, the parties can discuss other GIS related topics.

To facilitate a productive session, the Customer GIS Administrator, at a minimum, should have participated in the OnCall Dispatch GIS Requirements Review. The Customer shall also have complied with the mapping requirements prior to this Task.

As a result of the sessions, the Customer's GIS Administrator will have been provided additional insight and information on how to manage and use the map services in connection with OnCall Dispatch. For purposes of clarity, these sessions are not intended to result in configuration or modification of Customer's source map data. The Customer may configure the map services at its discretion up to the commencement of Functional Testing. At the commencement of Functional Testing, the Customer shall refrain from making any modification or configurations to the map services until after System Cutover.

Task Prerequisites

- OnCall Dispatch GIS Requirements Review Task is complete.

Task Assumptions

- The Customer GIS Administrator has sufficient authority to make decisions about the use, configuration, and integration of the source map data.
- Hexagon will not provide training or services specific to Esri software.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct the GIS Consulting through a Hexagon technical resource.

Customer Team Participation and Responsibilities

Customer shall:

- Manage and make any desired configurations to the Customer-provided map data; and
- Ensure appropriate GIS resources attend GIS consulting session(s).

Task Acceptance Criteria

This Task is complete upon the earlier of: (i) use of all of the GIS Meeting Time or (ii) end of the GIS Consulting Period.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

15. OnCall Records State NIBRS Validation Installation

Task Description

During this Task, Hexagon resources will upgrade the NIBRS validation changes to reflect state validations.

Task Deliverables

- Hexagon installation of the state-specific NIBRS validations

Task Prerequisites

- [redacted] and OnCall Software Staging Task is complete.
- Hexagon has completed any state-mandated changes on validations to core Federal IBRS product.

Task Assumptions

- N/A

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install and test State NIBRS validations; and
- Support Customer testing and provide resolution of Blocker Defects.

Customer Team Participation and Responsibilities

Customer shall:

- Conduct testing and report any Blocker Defects back to each parties' representative via Hexagon's Customer Resource Management (CRM) issue tracking system within ten (10) Business Days of receiving notification from Hexagon that the software is ready for testing.

Task Acceptance Criteria

This Task is complete when the current version of State NIBRS has been installed.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

16. OnCall Records Address Server Mapping Configuration

Task Description

During this Task, Hexagon will configure the OnCall Records Address Server components for OnCall Records and conduct the Address Server Mapping Review ("Address Server Review").

OnCall Records utilizes the native Esri GIS data files processed by the OnCall Records Address Server for geo-validation, standardization, and reverse geo-coding. The OnCall Records Address Server supports street centerline files, commonplace data, and address point information for geo-verification. OnCall Records does not directly synchronize with the maps used within the Customer's CAD solution because additional Location attributes and information may be obtained and captured within OnCall Records for a valid location (e.g., District, Post, Beat, Neighborhood, Community, Quadrants, etc.). The Address Server provides the ability to reverse geo-code a valid location to retrieve these additional data elements.

The Address Server Review is intended to cover the mapping attributes needed for OnCall Records, where the information will be pulled from, and necessary map layers and geocode conversions. The Address Server Review shall last no more than four (4) Business Days. The Customer shall ensure appropriate GIS personnel attend the Address Server Review. As may be requested during and outside of the Address Server Review, Customer shall provide assistance to Hexagon in the configuration of the Address Server within the Customer's environment.

Task Deliverables

- COTS OnCall Records Address Server configuration
- Address Server Review

Task Prerequisites

- [redacted] and OnCall Software Staging Task is complete.
- OnCall Dispatch GIS Requirements Review Task is complete.

Task Assumptions

- This workshop provides for a maximum of six (6) Core Team Members.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct the Address Server Review;
- Configure and test the OnCall Records Address Server component; and
- Validate the COTS Address Server Configuration.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure necessary GIS personnel (and others as needed) attend the Address Server Review;
- Identify and set up appropriate facilities for the Address Server Review; and
- Assist Hexagon with the Address Server configuration preparation.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Task Acceptance Criteria

This task is complete when the OnCall Records Address Server has been configured and the Address Server Review has been conducted.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

17. OnCall Dispatch System Build 1

Task Description

OnCall Dispatch System Build 1 workshop ("System Build 1") builds upon the OnCall Dispatch and Mobile Unit Launch to begin the process of populating OnCall with required static data elements. System Build 1 is the first of two (2) static data workshops and primes OnCall Dispatch with base data to support the buildout of remaining static data elements addressed in OnCall Dispatch System Build 2 and the OnCall Dispatch Deployment & Response Planning Workshop.

At the commencement of System Build 1, the Customer shall have obtained information and documents (e.g., records, operating procedures, resources, etc.) to support the eventual entry or import of the Build 1 Data Elements. For any Build 1 Data Elements not entered or imported during System Build 1, the Customer will enter those after System Build 1 within ten (10) Business Days and prior to OnCall Dispatch System Build 2.

During System Build 1, the focus will be on the entry and import of Build 1 Data Elements (as defined below). System Build 1 will last no longer than three (3) Business Days. As part System Build 1, the Customer will be instructed in the use of OnCall Dispatch Administrator to facilitate the manual entry of static data elements. This instruction is critical to provide an understanding of the process of creating and managing static data and the relationships between static data elements. Some manual entry of all static data elements is required as part of the workshop. Bulk import of remaining data can occur after sufficient understanding of the data elements and relationships is obtained.

Following System Build 1, OnCall Dispatch will have foundational data elements to support future build activities.

Task Deliverables

- OnCall Dispatch System Build 1 workshop

Task Prerequisites

- OnCall Dispatch & Mobile Unit Launch Task is complete.
- [redacted] and OnCall Software Staging Task is complete.
- OnCall Dispatch GIS Consulting Task is complete.
- Initial GIS services published and configured for use by OnCall Dispatch:
  - Map display
  - Routing
  - Geocoding

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- System Build 1 is conducted using the Customer's OnCall Dispatch environment.
- System Build 1 will last no more than three (3) Business Days.

Hexagon Team Participation and Responsibilities

Hexagon shall:

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Host System Build 1 during which, limited, focused instruction on the use of OnCall Dispatch, OnCall Mobile Unit, and OnCall Dispatch Administrator, on functional areas that utilize or display the following static data elements ("Build 1 Data Elements"):
  - Agencies
  - Unit Types (Patrol, Engine, etc.)
  - Units
  - Event Types
  - Disposition Codes
  - Out-of-Service Types
  - Facility Service Types
  - Known Caller Types
  - Special Situation Types
  - Personnel/User Accounts
  - Beats/Station Areas
  - Dispatch Groups
  - Stations (Police Stations, Sub-Stations, Fire Stations, etc.)
  - Number Formats (event, case, etc.)
  - Rotational Services (towing, ambulance, lock smith, etc.)
  - Vehicles
- Provide the Customer with Microsoft Excel based data collection spreadsheets to be used in assembling the Build 1 Data Elements for importation into the Dispatch Subsystem.

Customer Participation and Responsibilities

Customer shall:

- Ensure appropriate Dispatch and Mobile Core Team members attend and actively participate during the System Build 1 for the entire duration;
- Provide a Facility;
- Provide a Project Workstation to each attendee;
- Provide all necessary information and documents to facilitate importation of Build 1 Data Elements at the outset of System Build 1; and
- Participate in discussions and engage with the Hexagon team member.

Task Acceptance Criteria

This Task is complete upon conclusion of System Build 1.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

18. OnCall Dispatch Deployment & Response Planning Workshop

Task Description

This workshop, “Deployment and Response Planning Workshop,” builds upon System Build 1 to begin the process of creating the deployment and response planning components of OnCall Dispatch. The Deployment and Response Planning Workshop is intended to facilitate importation with deployment data necessary to successfully execute the OnCall Dispatch System Build 2 and the subsequent OnCall Dispatch configuration workshops.

As part of the Deployment and Response Planning Workshop, Customer will be taught about the OnCall Dispatch deployment model which details how OnCall Dispatch determines responding agencies for events. Customer will also be taught about the OnCall Dispatch unit recommendation model, how to build response plans, and briefed on the parameters which control how OnCall Dispatch processes response plans. The Deployment and Response Planning Workshop shall last no longer than three (3) Business Days. At the outset of Deployment and Response Planning Workshop, the Customer must have obtained and have necessary information and documents to facilitate eventual creation of the Deployment Plans, and Response Plans (as defined below). The Deployment and Response Planning Workshop is intended to provide the Customer experience on how to build Deployment Plans and Response Plans; it is not expected or intended that all such Deployment Plans and Response Plans will be completed during the Deployment and Response Planning Workshop. The Customer will be expected to complete the build of any necessary Deployment Plans and Response Plans within ten (10) Business Days prior to the commencement of System Build 2.

Task Deliverables

- OnCall Dispatch Deployment & Response Planning Workshop

Task Prerequisites

- OnCall Dispatch System Build 1 Task is complete.
- Necessary Build 1 Data Elements have been imported into the Dispatch Subsystem to facilitate the build of Deployment Plans and Response Plans.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- Workshop is conducted using the Customer’s OnCall environment.
- Deployment and Response Planning Workshop shall last no longer than (3) Business Days.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide formal instruction on the OnCall Dispatch deployment model (“Deployment Plans”):
    - Deployment plans
    - Emergency Service Zones
    - Beats & Backup Beats
    - Dispatch Groups
- Provide formal instruction on the OnCall Dispatch response planning model (“Response Plans”):
    - Recommend unit service:
        - Number of recommend unit services needed

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        - Recommend search area
        - Recommend method (beats, street network, closest)
        - Recommend unit parameters
      - Response plans:
        - Requirements
        - Requirement Groups
        - Conditions
        - Nested plans
- Support Customer buildout of deployment and response plans.

Customer Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure appropriate Dispatch and Mobile Core Team members attend and actively participate during the Deployment and Response Workshop over the entire duration;
- Bring maps, documents, or other materials that detail the agency deployment model(s) and Deployment Plans;
- Bring materials that document or detail the agency unit recommendation model(s) and Response Plans; and
- Build deployment and response plans with Hexagon guidance during the Deployment and Response Planning Workshop and independently following Deployment and Response Planning Workshop.

Task Acceptance Criteria

This Task is complete at the conclusion of the Deployment and Response Planning Workshop.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

19. OnCall Dispatch System Build 2

Task Description

This OnCall Dispatch System Build 2 Workshop ("System Build 2") finalizes Hexagon-led system build activities and completes the enablement of the Dispatch and Mobile Core Teams to continue build related activities for the remainder of the project. The same Dispatch and Mobile Core Team members who participated in System Build 1 and the Deployment and Response Planning Workshop shall attend System Build 2 to ensure continuity of decisions and facilitating continuing to build upon previous workshops.

Additionally, System Build 2 focuses on reviewing data entered into the Subsystem for level of completion and analyzing whether data was entered/imported correctly. New topics to be covered as part of System Build 2 are contact directory, message groups, message templates, lineups, ORIs, special addresses, and common place names. System Build 2 shall last no longer than three (3) Business Days. While certain updates or modifications to the static data may occur during the Configuration Phase, the Customer shall upload all of its static data within ten (10) Business Days following System Build 2.

Task Deliverables

- OnCall Dispatch System Build 2 Workshop

Task Prerequisites

- OnCall Dispatch Deployment & Response Planning Workshop Task is complete.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- Workshop is conducted using the Customer's OnCall environment.
- System Build 2 will last no more than three (3) Business Days.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Load deployment polygons into the OnCall Dispatch database;
- Provide support to Customer teams while continuing the system build efforts;
- Review with the Customer teams the data entered to date for accuracy and level of completion; and
- Provide feedback on the build progress and areas that need focus or attention.

Customer Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure past participants in System Build 1 and Deployment and Response Workshop attend System Build 2 for the entire duration;
- Provide at the outset of System Build 2 all necessary information and documents to: facilitate review of Build 1 Data Elements, Response Planning Parameters, Deployment Parameters, and new elements stated above;

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Participate in discussions and engage with the Hexagon team member;
- Complete any outstanding entry or import of static data within ten (10) Business Days following the end of System Build 2.

Task Acceptance Criteria

This Task is complete upon conclusion of System Build 2.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Configuration Phase

20. OnCall Dispatch Fundamentals for Core Team

Task Description

The OnCall Dispatch Fundamentals for Core Team course is presented directly to Dispatch and Mobile Core Team personnel to provide complete instruction on the use of the OnCall Dispatch and Mobile Unit applications. The course shall last no longer than four (4) Business Days. This course is intended to instruct the Dispatch and Mobile Core Teams with the features of OnCall Dispatch and Mobile Unit, including event processing and dispatching, map utilization, and inquiries. The following major topics will be reviewed, as applicable:

HxGN OnCall Dispatch | Advantage functions:

- Event Creation and Updates
- Map View Control
- Inquiries
- Messaging
- Recommending and Dispatching Units
- Updating Unit Statuses and Properties
- HxGN OnCall Dispatch | Mobile Unit functions:
  - Accessing the system
  - Event Updates
  - Unit Status Changes
  - Messaging

Task Deliverables

- OnCall Dispatch Fundamentals for Core Team course

Task Prerequisites

- System Build 2 is complete.
- Completion by Customer attendees of an introductory Microsoft Windows course or equivalent knowledge and familiarity with the Microsoft Windows user interface.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- The course shall last no longer than three (4) Business Days.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct OnCall Dispatch Fundamentals for Core Team course.

Customer Team Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure appropriate personnel who have attended an introductory MS Windows course, or have comparable education, training, or experience, participate fully and collaboratively in the session;

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Designate the Dispatch and Mobile Core Team members for attendance and ensure those same participants participate in subsequent Dispatch and Mobile configuration and testing Tasks;
- Provide sufficient copies of the training materials supplied by Hexagon to support all students in the Core Team Training;
- Ensure that all training workstations and servers are operational prior to the agreed start of training classes; and
- Provide internal training to users that are unable to attend the Hexagon-provided training.

Task Acceptance Criteria

This Task is complete upon delivery of the OnCall Dispatch Fundamentals for Core Team course.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

21. COTS Interface Product Installation and Configuration

Task Description

During this Task, Hexagon will install and unit test the COTS Interfaces in the Customer's Production Environment. Hexagon will be able to install the COTS Interface and configure it based upon the information provided in the COTS Interface Questionnaire subject to the functionality and features existing within the COTS version of the COTS Interface. To facilitate Hexagon's implementation and configuration of the COTS Interfaces, the Customer shall make available or provide access to all third party software components which are intended to integrate with the Dispatch Subsystem through the COTS Interface(s).

Although the Customer is expected to participate in Hexagon's internal testing of the COTS Interfaces, the Customer will formally test interface functionality during Functional Testing Task.

Task Deliverables

- Installation and configuration of the COTS Interfaces which are listed in the COTS Interface Questionnaire Completion Task above.

For more information on the COTS Interfaces, see Attachment H, Interface Descriptions.

Task Prerequisites

- Operation or availability of all external systems or Third-Party Software.
- Completed COTS Interface Questionnaires provided to Hexagon during the COTS Interface Review Period.
- [redacted] and OnCall Software Staging Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install COTS Interfaces in the Customer's Production and Disaster Recovery Environments; and
- Unit test interfaces in accordance with the COTS Interface Questionnaires.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure SMEs are available to support Hexagon Activities as needed;
- Verify that physical connectivity and communication has been achieved from Customer's Communication/Interface server to remote system servers and all other third-party systems (such as Customer message switch(es), State/NCIC, RMS systems etc.);
- Provide availability and confirm operation of external systems or third-party software;
- Provide the following information to Hexagon:
    - IP address for remote databases/systems
    - Socket value for remote databases/systems
    - Enter operator IDs (ORIs), terminal mnemonics, etc., as needed by remote databases/systems

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task; and
- Ensure third-party cooperation with Hexagon's reasonable requests.

Task Acceptance Criteria

This Task is complete when each COTS Interface is installed and configured in accordance with the COTS Interface Questionnaire, and subject to the functionality and features within the COTS version of the COTS Interface.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

22. CommSys ConnectCIC Installation

Task Description

During this Task, Hexagon will utilize the CommSys ConnectCIC State Interface middleware product to interface with the state message switch for the following state and national transactions. The CommSys ConnectCIC middleware product will work with the Customer's Informer interface to support the transactions listed below.

- Person (In State and NLETS) (QW, DQ, QM)
    - Wanted/Warrants
    - Missing
    - Driver's license
- Vehicle (In State and NLETS) (QV, RQ)
    - Wanted/stolen
    - Registration
    - Vehicle Parts
- Gun by (serial, caliber, make) (QG)
- Article (serial, type) (QA)
- Boat (In State and NLETS) (QB, BQ)
    - Hull Number
    - Registration ID
- Hazmat (MQ)
- Administrative Message (AM)
- Canadian Queries
    - Person Driver's License/Want (WQ, UQ)
    - Vehicle Registration/Want (VQ, XQ)
    - Boat by License, Hull, Registration (CBQ)
    - Gun by Serial (CGQ)
    - Article by Serial (CAQ)
- Secondary Person (Nested Query)
- Surrounding States Parsing
- Enter, Modify, Locate, Cancel, Clear
    - Person
    - Vehicle
    - Gun
    - Article

HxGN OnCall Dispatch | Informer Interface will support the queries to NCIC (via CommSys ConnectCIC) from Dispatch and Mobile Unit.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Task Deliverables

- CommSys ConnectCIC setup and installation

Task Prerequisites

- COTS Interface Product Installation and Configuration Task is complete.

Task Assumptions

- Primary agency shall be the Customer.
    - Williamson County Emergency Communications Center
- The supported transactions include basic queries.
- This Project does not include the development of any new forms, queries, or transactions for Informer unless specifically identified herein.
- Additional agencies that may initiate queries:
    - Williamson County Sheriff's Office
    - Hutto Police Department
    - Liberty Hill Police Department
    - Granger Police Department
    - Thrall Police Department
    - Jarrell Police Department
    - Florence Police Department
    - Liberty Hill School Police Department
    - Round Rock ISD Police Department
    - Constables Pct 1
    - Constables Pct 2
    - Constables Pct 3
    - Constables Pct 4
    - Hutto ISD Police Department
    - Jarrell ISD Police Department
    - Haz Mat Fire Marshall
- First year maintenance for CommSys ConnectCIC shall begin upon Cutover.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Ensure CommSys has installed ConnectCIC State Interface middleware; and
- Work with CommSys to verify the ConnectCIC State Interface middleware product is set up and installed for the Customer agencies listed above.

Customer Team Participation and Responsibilities

Customer shall:

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Ensure that documentation detailing the format, development\design, and connection information (IP, protocol, credentials, etc.) is current and provided to Hexagon either by the State or by Customer. If this information is not provided by the State, Customer is responsible for collecting and determining if this information is valid and providing it to Hexagon. If the documentation is not provided to Hexagon, additional services\charges may be incurred by Customer;
- Have CJIS-related security in place as it relates to Informer data, transactions, and responses;
- Provide points of contact who are knowledgeable of the workflow and data requirements for Customer hardware and software components with which Hexagon deliverables will interface;
- Provide test connections to State/NCIC, as well as other external systems required for the Project;
- Provide live connections to State/NCIC, as well as other external systems required for the Project;
- Enter associated ORI, user credentials (if applicable), and terminal mnemonics;
- Provide test records to ensure that the transactions received by the System in a test environment are in the same format and contain the same information as those received in a Production environment; and
- Test and report any Defects to Hexagon within ten (10) Business Days of installation of ConnectCIC in Customer's environment.

Task Acceptance Criteria

This Task is complete upon installation of the CommSys ConnectCIC product.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

23. OnCall Dispatch Configuration Consulting 1

Task Description

The primary purpose of OnCall Dispatch Configuration Consulting is to teach the Customer how to use the features of OnCall Dispatch Administrator related to configuration. This includes the User Interface Editor, the Layout Manager, and Configuration Parameters. The Customer is solely responsible for completing all desired configurations of OnCall Dispatch and OnCall Mobile Unit necessary to achieve the Customer's desired outcomes. Hexagon provides direct support in a time-boxed method as described in this task.

During this Task, Hexagon will conduct the "Configuration 1 Workshop," which will last no longer than three (3) Business Days. Hexagon will provide support for the Customer's configuration activities for up to three (3) Business Days following the Configuration 1 Workshop ("Configuration 1 Period"). During the Configuration 1 Workshop, Hexagon and Customer will work collaboratively with one another to configure the Basic Settings, Viewing Settings, Call Taking Process Settings, Event Creation Settings, and UI Layouts (as defined below) with Hexagon providing instruction and guidance and the Customer executing the desired configuration changes.

Up to the end of the Configuration 1 Period, Hexagon will support the Customer's effort to configure the Configuration 1 Settings (as defined below) and subject to the Benchmark Criteria. After the Configuration 1 Period has expired, the Customer will be responsible for working independently on making any configuration changes to the Configuration 1 Settings that were not otherwise completed during the Configuration 1 Period or that Customer seeks to further configure. Scope of the configuration is limited to the capabilities described in the Benchmark Criteria. Not all requested product configuration may be possible.

Task Deliverables

- OnCall Dispatch Configuration 1 Workshop

Task Prerequisites

- Customer's OnCall Dispatch Subsystem is available for use.
- Initial GIS services published and configured for use by OnCall Dispatch:
    - Base Map display
    - Routing
    - Geocoding
- OnCall Dispatch Fundamentals for Core Team Task is complete.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- The Configuration 1 Workshop will last no longer than three (3) Business Days.
- The Configuration 1 Workshop will be interactive with up to twelve (12) Customer attendees for up to seven (7) Business Hours per day.
- Customer Dispatch Core Teams will record the list of requested configurations from each day, placing them in order of priority to be completed.
- Requested configurations to the Configuration 1 Settings not completed by the end of the Configuration 1 Period can be independently completed by the Customer, if so desired, which must be done prior to Configuration 2 Workshop.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide consulting and configuration services to review (collectively, “Configuration 1 Settings”):
  - Customer’s preferences for basic settings, including but not limited to (collectively, “Basic Settings”):
    - Colors for unit statuses
    - Colors for event priorities
    - Icons for event types on the map and event cards/boards
    - Icons for unit types
  - Customer’s needs for viewing event and unit related data in real-time lists (status monitors) (collectively, “Viewing Settings”):
    - Filters
    - Visible columns
    - Context (right-click) menus
  - Customer’s emergency and non-emergency call-taking processes, including but not limited to (collectively, “Call Taking Process Settings”):
    - Location validation
    - Event-type selection
    - Jurisdiction determination
  - Customer’s event creation processes, including but not limited to (collectively, “Event Creation Settings”):
    - Single Agency Response
    - Multiple Agency Response
    - Nearby or possible duplicate detection
  - User Interface Layouts (“UI Layouts”)

Customer Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure the attendance and active participation of the Dispatch Core Team members and other SMEs for the duration of the Configuration 1 Workshop;
- Participate in discussions and engage with the Hexagon team member;
- Track and prioritize requests for configuration of the Configuration1 Settings on a daily basis during the Configuration 1 Workshop; and
- Complete any changes to Configuration 1 Settings prior to the commencement of Configuration 2 Workshop.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Task Acceptance Criteria

This Task is complete upon: (i) the conclusion of the Configuration 1 Workshop and (ii) upon the earlier of, expiration of the Configuration 1 Period or configuration of the Configuration 1 Settings.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

24. OnCall Dispatch Configuration Consulting 2

Task Description

The primary purpose of OnCall Dispatch Configuration Consulting is to teach the Customer how to use the features of OnCall Dispatch Administrator related to configuration. This includes the User Interface Editor, the Layout Manager, and Configuration Parameters. The Customer is solely responsible for completing all desired configurations of OnCall Dispatch and OnCall Mobile Unit necessary to achieve the Customer's desired outcomes. Hexagon provides direct support in a time-boxed method as described in this Task.

During this Task, Hexagon will conduct the "Configuration 2 Workshop", which will last no longer than three (3) Business Days. Hexagon will provide support for the Customer's configuration activities for up to three Business Days following the Configuration 2 Workshop ("Configuration 2 Period"). During the Configuration 2 Workshop, Hexagon and Customer will work collaboratively with one another to configure the Configuration 2 Settings (as defined below) with Hexagon providing instruction and guidance and the Customer executing the desired configuration changes.

Up to the end of the Configuration 2 Period, Hexagon will support the Customer's effort to configure the Configuration 2 Settings (as defined below) and subject to the Benchmark Criteria. After the Configuration 2 Period has expired, the Customer will be responsible for working independently on making any configuration changes to the Configuration 2 Settings that were not otherwise completed during the Configuration 2 Period or that Customer seeks to further configure. Scope of the configuration is limited to the capabilities described in the Benchmark Criteria. Not all requested product configuration may be possible.

Task Deliverables

- OnCall Dispatch Configuration 2 Workshop

Task Prerequisites

- Configuration 1 Workshop and Configuration 1 Period are complete, and Customer has completed any and all additional configurations to the Configuration 1 Settings.
- Connection established to Customer's state crime system.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- Configuration 2 Workshop will last no more than three (3) Business Days.
- The Configuration 2 Workshop will be interactive with Customer attendees for up to seven (7) Business Hours per day.
- Customer Dispatch Core Team will record the list of requested configurations from each day, placing them in order of priority to be completed.
- Requested configurations to the Configuration 2 Settings not completed by the end of the Configuration 2 Period can be completed by the Customer, if so desired, which must be done prior to Configuration 3 Workshop.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide consulting and configuration services to review the settings below (collectively, "Configuration 2 Settings"):

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Customer's event triage and dispatching processes
- Customer's event management processes, including but not limited to:
  - Unit recommendation & assignment
  - Unit on event management
  - Unit location changes
  - Staging areas
  - Case numbers
  - Remote inquiries
  - Queued events
  - Rotational services (e.g., Tow trucks, lock smiths, etc.)
- Call back process
- Known callers
- Unit relocation (a.k.a. Move Ups)
- Shared Crews (a.k.a. Cross-staffing)
- Field Events (a.k.a. Officer Initiated Events)
- Associated Events
- Copied Events

Customer Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure the attendance and active participation of the Dispatch Core Team members and other SMEs for the duration of the Configuration 2 Workshop;
- Participate in discussions and engage with the Hexagon team member;
- Track and prioritize requests for configuration of the Configuration 2 Settings on a daily basis during the Configuration 2 Workshop; and
- Complete any configurations changes to the Configuration 2 Settings prior to the commencement of Configuration 3 Workshop.

Task Acceptance Criteria

This Task is complete upon: (i) the conclusion of the Consulting 2 Workshop and (ii) upon the earlier of, expiration of the Configuration 2 Period or configuration of the Configuration 2 Settings.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

25. OnCall Dispatch Configuration Consulting 3

Task Description

The primary purpose of OnCall Dispatch Configuration Consulting is to teach the Customer how to use the features of OnCall Dispatch Administrator related to configuration. This includes the User Interface Editor, the Layout Manager, and Configuration Parameters. The Customer is solely responsible for completing all desired configurations of OnCall Dispatch and OnCall Mobile Unit necessary to achieve the Customer's desired outcomes. Hexagon provides direct support in a time-boxed method as described in this task.

During this Task, Hexagon will conduct the "Configuration 3 Workshop", which will last no longer than three (3) Business Days. Hexagon will provide support for the Customer's configuration activities for up to three Business Days following the Configuration 3 Workshop ("Configuration 3 Period"). During the Configuration 3 Workshop, Hexagon and Customer will work collaboratively with one another to configure the Configuration 3 Settings (as defined below) with Hexagon providing instruction and guidance and the Customer executing the desired configuration changes.

Up to the end of the Configuration 3 Period, Hexagon will support the Customer's effort to configure the Configuration 3 Settings (as defined below) and subject to the Benchmark Criteria. After the Configuration 3 Period has expired, the Customer will be responsible for working independently on making any configuration changes to the Configuration 3 Settings that were not otherwise completed during the Configuration 3 Period or that Customer seeks to further configure. Scope of the configuration is limited to the capabilities described in the Benchmark Criteria. Not all requested product configuration may be possible. The Customer shall complete any desired configurations prior to the commencement of Customer Functional Testing Task.

Task Deliverables

- OnCall Dispatch Configuration 3 Workshop

Task Prerequisites

- Configuration 2 Workshop and Configuration 2 Period have been completed, and Customer has completed any additional configurations to the Configuration 2 Settings.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- The Configuration 3 Workshop will last no more than three (3) Business Days.
- The Configuration 3 Workshop will be interactive with Customer attendees for up to seven (7) hours per day.
- Dispatch Core Team will record the list of requested configurations from each day, placing them in order of priority to be completed.
- Requested configurations not completed upon consumption of all allocated labor hours can be completed by the Customer, if so desired, which must be done prior to the commencement of Customer Functional Testing.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide consulting and configuration services ("Configuration 3 Settings") to review:
    - Biased based profiling data collection

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Notifications
- Standard Operating Procedures (SOPs)
- Event Tags
- Special Situations
- Event Security
- Unit Management
  - Logging on
  - Logging off
  - Unit properties
  - Logon Group (Lineup)
- CAD Searches
  - Event search
  - Unit history search
  - Equipment Search
- Broadcasts (a.k.a. BOLOs)

Customer Participation and Responsibilities

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure the attendance and active participation of the Dispatch Core Team members and other SMEs for the duration of the Configuration 3 Workshop;
- Participate in discussions and engage with the Hexagon team member;
- Track and prioritize requests for configuration of the Configuration 3 Settings on a daily basis during the Configuration 3 Workshop; and
- Complete any configurations changes prior to the commencement of Customer Functional Testing.

Task Acceptance Criteria

This Task is complete upon: (i) the conclusion of the Consulting 3 Workshop and (ii) upon the earlier of, expiration of the Configuration 3 Period or configuration of the Configuration 3 Settings.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

26. OnCall Dispatch | Smart Advisor Workshop

Task Description

During the Smart Advisor Workshop, Hexagon will provide limited instruction on the use of OnCall and Smart Advisor and the use of the Smart Advisor configuration tools.

Task Deliverables

- Smart Advisor Workshop

Task Prerequisites

- OnCall Dispatch Configuration Consulting 3 Task is complete.

Task Assumptions

- Customer attendees are familiar with OnCall Dispatch.
- Each Customer attendee will have access to their own Project Workstation.
- The Smart Advisor Workshop shall last no more than one (1) Business Day.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide limited, focused instruction on the use of OnCall Dispatch and Smart Advisor Agents on functional areas such as:
    - Fine-tuned alerts and notifications

Customer Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure appropriate members of the Dispatch Core Team attend the workshop; and
- Participate in discussions and engage with the Hexagon team member.

Task Acceptance Criteria

This Task is complete upon conclusion of the Smart Advisor Workshop.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

27. OnCall Dispatch | Customer Rules Engine Configuration Workshop

Task Description

The objective of this Task is to familiarize the Customer with configurability of the OnCall Dispatch | Customer Rules Engine (CRE), an add-on component to the HxGN OnCall Dispatch product suite. CRE allows customized business rules to be created using a drag-and-drop editor. The customized business rules can be used to implement workflows that are specific to a particular customer and therefore not available out-of-the-box in the core HxGN OnCall Dispatch product suite.

The Customer is responsible for configuring CRE. Hexagon will provide specific consulting sessions as part of the Project, but the Customer Core Team's understanding of configuration will correspondingly allow the Customer to use CRE to create custom workflows. Hexagon will also provide an example of how to implement a CRE-based configuration in the Customer's Environment.

Hexagon will conduct a workshop ("CRE Workshop") to familiarize the Customer with CRE, provide an example of a CRE configuration, and, if time permits, begin working on implementing CRE-based configurations. The CRE Workshop shall last no more than three (3) Business Days. Any CRE-based configuration not completed at the end of the CRE Workshop shall be the responsibility of Customer. The Customer shall complete configuration of CRE within ten (10) Business Days after the CRE Workshop (the "CRE Configuration Period"). If the Customer has questions as it configures CRE, it may contact Hexagon to address the question.

Task Deliverables

- CRE Workshop

Task Prerequisites

- OnCall Dispatch Configuration Consulting 3 Task is complete.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- Attendance by the Customer's personnel will be limited to no more than twelve (12) people and must consist of field users and stakeholders capable of making finalized decisions about configurations within OnCall Dispatch.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct the CRE Workshop; and
- Provide support (question and answer support) as Customer configures CRE.

Customer Team Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure appropriate personnel attend, and fully participate in all the CRE Workshop;
- Provide department-specific CAD configuration and workflow data as needed; and
- Configure CRE within the CRE Configuration Period.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Task Acceptance Criteria

This Task is considered complete when Hexagon has conducted the CRE Workshop.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

28. OnCall Dispatch | Mobile Unit Configuration Consulting Session – Law

Task Description

Hexagon will conduct one (1) consulting session with the Customer lasting no more than three (3) Business Days as part of the Project ("Mobile Unit Law Configuration Session"). During the Mobile Unit Law Configuration Session, Hexagon will provide information regarding configuration options for Mobile Unit workflows as they pertain to the mobile environment. The Mobile Unit Law Configuration Session will address:

- Sign on/Sign off
- Brief Overview of Application
- Screen Layout
- Navigation Buttons
- Alerts
- Toolbars
- Event Search
- Menus and Submenus
- Map
- Messaging
- Unit Board
- Event Board
- The included Dispatch Report
- Network requirements and ports to ensure the Mobile Unit client can communicate appropriately

The Customer will need to make available one dispatcher familiar with OnCall Dispatch to perform dispatching and other related tasks as necessary during the Mobile Unit Law Configuration Session.

Following the Mobile Unit Law Configuration Session, the Customer will configure Mobile Unit during the next ten (10) Business Days ("Mobile Unit Law Configuration Period"). Hexagon will provide remote support for the Customer's Mobile Unit Law configuration efforts ("Mobile Unit Law Configuration Consultation") up to a maximum of two (2) Business Days.

The Customer is responsible for configuring the Mobile Unit subsystem. Upon completion of this Task, the Customer will have one (1) mobile configuration of Mobile Unit for testing.

Task Deliverables

- OnCall Dispatch | Mobile Unit Law Configuration Session
- OnCall Dispatch | Mobile Unit Law Configuration Consultation

Task Prerequisites

- OnCall Dispatch Configuration Consulting 3 Task is complete.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Attendance by the Customer's personnel will be limited to no more than twelve (12) people and must consist of field users and stakeholders capable of making final decisions about product behavior and functionality.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct one (1) instance of Mobile Unit Law Configuration Session and the Mobile Unit Law Configuration Consultation.

Customer Team Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Provide mobile SME to support Hexagon as needed;
- Provide a Dispatcher SME to give feedback on how Mobile Unit will affect dispatchers and to assist with various dispatching Activities;
- Participate fully and collaboratively in the Mobile Unit Law Configuration Session with the understanding that Mobile Unit client configuration decisions must be documented and agreed upon at the conclusion of these sessions;
- Configure Mobile Unit during the Mobile Unit Law Configuration Period; and
- Begin the Mobile Unit Law Configuration Document.

Task Acceptance Criteria

The Task is complete when Hexagon has conducted the Mobile Unit Law Configuration Session and the Mobile Unit Law Configuration Consultation.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

29. OnCall Dispatch | Mobile Unit Configuration Consulting Session – Fire

Task Description

Hexagon will conduct one (1) consulting session with the Customer lasting no more than three (3) Business Days as part of the Project (“Mobile Unit Fire Configuration Session”). During the Mobile Unit Fire Configuration Session, Hexagon will provide information regarding configuration options for Mobile Unit workflows as they pertain to the mobile environment. The Mobile Unit Fire Configuration Session will address:

- Sign on/Sign off
- Brief Overview of Application
- Screen Layout
- Navigation Buttons
- Alerts
- Toolbars
- Event Search
- Menus and Submenus
- Map
- Messaging
- Unit Board
- Event Board
- The included Dispatch Report
- Network requirements and ports to ensure the Mobile Unit client can communicate appropriately

The Customer will need to make available one dispatcher familiar with OnCall Dispatch to perform dispatching and other related tasks as necessary during the Mobile Unit Fire Configuration Session.

Following the Mobile Unit Fire Configuration Session, the Customer will configure Mobile Unit during the next ten (10) Business Days (“Mobile Unit Fire Configuration Period”). Hexagon will provide remote support for the Customers Mobile Unit Fire configuration efforts (“Mobile Unit Fire Configuration Consultation”) up to a maximum of two (2) Business Days.

The Customer is responsible for configuring the Mobile Unit subsystem. Upon completion of this Task, the Customer will have one (1) mobile configuration of Mobile Unit for testing.

Task Deliverables

- OnCall Dispatch | Mobile Unit Fire Configuration Session
- OnCall Dispatch | Mobile Unit Fire Configuration Consultation
-

Task Prerequisites

- OnCall Dispatch Configuration Consulting 3 Task is complete.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- Attendance by the Customer's personnel will be limited to no more than twelve (12) people and must consist of field users and stakeholders capable of making final decisions about product behavior and functionality.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct one (1) instance of Mobile Unit Fire Configuration Session and Mobile Unit fire Configuration Consultation.

Customer Team Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Provide mobile SME to support Hexagon as needed;
- Provide a Dispatcher SME to give feedback on how Mobile Unit will affect dispatchers and to assist with various dispatching Activities;
- Participate fully and collaboratively in the Mobile Unit Fire Configuration Session with the understanding that Mobile Unit client configuration decisions must be documented and agreed upon at the conclusion of these sessions;
- Configure Mobile Unit during the Mobile Unit Fire Configuration Period; and
- Begin the Mobile Unit Fire Configuration Document.

Task Acceptance Criteria

The Task is complete when Hexagon has conducted the Mobile Unit Fire Configuration Session and the Mobile Unit Fire Configuration Consultation.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

30. OnCall Dispatch | Mobile Responder Configuration – Law

Task Description

Hexagon will conduct one (1) remote session to consult on the configuration options outlined in the OnCall Mobile Configuration Options form lasting no more than one (1) Business Day as part of the Project. Hexagon will work with the Customer to complete this form during this session.

After completing the overview of the configuration options, Hexagon will configure OnCall Mobile based on the completed OnCall Mobile Configuration Options form. Hexagon will provide up to one (1) Business Day of configuration time and deliver the completed configuration changes for OnCall Mobile for Law.

Task Deliverables

- One (1) OnCall Dispatch | Mobile Responder Law Configuration

Task Prerequisites

- COTS Interface Product Installation and Configuration Task is complete.

Task Assumptions

- N/A

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct one (1) remote session of OnCall Dispatch | Mobile Responder Configuration for Law review lasting no more than one (1) Business Day
- Configure Mobile Responder based on the corresponding OnCall Mobile Configuration Options.

Customer Team Participation and Responsibilities

Customer shall:

- Provide mobile SME to Hexagon as needed; and
- Provide a Dispatcher SME to give feedback on how OnCall Dispatch | Mobile Responder will affect dispatchers and assist with various dispatching tasks.

Task Acceptance Criteria

The Task is complete when Hexagon has delivered the configured OnCall Dispatch | Mobile Responder for Law based on the corresponding OnCall Mobile Configuration Options form.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

31. OnCall Dispatch | Mobile Responder Configuration – Fire

Task Description

Hexagon will conduct one (1) remote session to consult on the configuration options outlined in the OnCall Mobile Configuration Options form lasting no more than one (1) Business Day as part of the Project. Hexagon will work with the Customer to complete this form during this session.

After completing the overview of the configuration options, Hexagon will configure OnCall Mobile based on the completed OnCall Mobile Configuration Options form. Hexagon will provide up to one (1) Business Day of configuration time and deliver the completed configuration changes for OnCall Mobile for Fire.

Task Deliverables

- One (1) OnCall Dispatch | Mobile Responder Fire Configuration

Task Prerequisites

- COTS Interface Product Installation and Configuration

Task Assumptions

- N/A

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct one (1) remote session of OnCall Dispatch | Mobile Responder Configuration for Fire review lasting no more than one (1) Business Day
- Configure Mobile Responder based on the corresponding OnCall Mobile Configuration Options.

Customer Team Participation and Responsibilities

Customer shall:

- Provide mobile SME to Hexagon as needed; and
- Provide a Dispatcher SME to give feedback on how OnCall Dispatch | Mobile Responder will affect dispatchers and assist with various dispatching tasks.

Task Acceptance Criteria

The Task is complete when Hexagon has delivered the configured OnCall Dispatch | Mobile Responder for Fire based on the corresponding OnCall Mobile Configuration Options form.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

32. OnCall Records Fundamentals for Core Team

Task Description

The purpose of this Task is to provide participants from the Records Core Team base level knowledge of the Subsystem to allow the attendees to properly configure the Subsystem. During this Task, Hexagon will conduct one (1) OnCall Records Fundamentals class for system administrators and Users who are part of the Records Core Team ("Core Team Training"). The Core Team Training shall last no more than four (4) Business Days. The Core Team Training will include the following topics for the COTS version of OnCall Records:

Core Team Training

- OnCall Records Solution overview and global features
- Modules overview
- Overview of configuration options
- Overview of NIBRS validations and reporting
- Overview of output reporting and customizations
- Discussion on best practices to follow during configuration workshops
- Adaptation of business processes into OnCall Records and planning for upcoming workshops

The personnel attending Core Team Training shall have completed MS Windows training or have comparable education, training, and experience with MS Windows and its user interface. The personnel designated by the Customer to attend this training shall be the primary participants in Functional Testing for OnCall Records.

Task Deliverables

- Records Core Team Training session

Task Prerequisites

- Business Process Analysis Workshop Task is complete.
- [redacted] and OnCall Software Staging Task is complete.
- OnCall Records NIBRS Validation Installation Task is complete.
- Completion of an introductory Microsoft Windows course or equivalent knowledge and familiarity with the Microsoft Windows user interface.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- The training course shall last no longer than four (4) Business Days.
- Session is a formal training presentation based on the COTS version of OnCall Records.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide OnCall Records training for the Records Core Team Members on the installed COTS OnCall Records Software.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Customer Team Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Designate the Records Core Team for attendance and ensure those same participants participate in subsequent Records configuration and testing Tasks;
- Ensure that attendees have attended an introductory MS Windows course, or have comparable education, training, or experience, are available to actively participate in the scheduled training program and attendees attend scheduled training class in their entirety;
- Ensure that all training workstations and servers are operational prior to the agreed start of training classes; and
- Provide internal training to users that are unable to attend the Hexagon-provided training.

Task Acceptance Criteria

This Task is complete when the OnCall Records Fundamentals for Core Team training has been provided.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

33. OnCall Records System Configuration Workshop 1

Task Description

During this Task, Hexagon will provide the first System Configuration Workshop ("Configuration Workshop 1"). This Task includes a System/training review for the setups that will be covered. This will provide the Customer Records Core Team assistance as they configure and setup the OnCall Records system. Customer will be responsible for the overall configuration of the OnCall Records Subsystem. This is a hands-on workshop, and Customer's staff will have ongoing configuration and other assignments resulting from this Task. The Configuration Workshop 1 shall last no more than four (4) Business Days. Following completion of the Configuration Workshop 1, Customer will complete its setup of the assigned configuration topics below prior to the scheduled System Configuration Workshop 2 ("Configuration 1 Period").

Configuration Workshop 1 Topics

- OnCall Records Regional Configuration Overview
- OnCall Records Agency Configuration Overview
- Access configuration for Groups and Users
- Code Maintenance & Administration Overview
- Address Server – Overview
- Adaptation of Business Processes into OnCall Records

Task Deliverables

- Configuration Workshop 1 for the Customer OnCall Records Core Team
- Customized documentation on expectations for completion before Configuration Workshop 2.

Task Prerequisites

- OnCall Records Fundamentals for Core Team Task is complete.
- Custom Interface Requirements Gathering Task is complete.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- The Configuration Workshop 1 shall last no more than four (4) Business Days of the given week.
- The workshop provides for a maximum of twelve (12) Core Team Members.
- This workshop is a formal presentation based on the COTS version of OnCall Records.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide OnCall Records Configuration Workshop 1.

Customer Team Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Ensure, at minimum, the same Records Core Team members who attended OnCall Records Fundamentals for Core Team attend Configuration Workshop 1;
- Ensure that appropriate personnel and system administrator are available to actively participate in the scheduled training program and attendees attend scheduled training class in their entirety;
- Ensure that all workshop workstations and servers are operational prior to the agreed start of training classes; and
- As it pertains to the topics listed for Configuration Workshop 1 above, configure OnCall Records based upon the information provided in OnCall Records System Configuration Workshop 1 during the Configuration 1 Period.

Task Acceptance Criteria

This Task is complete when Hexagon has delivered the Configuration Workshop 1.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

34. OnCall Records System Configuration Workshop 1 Follow-up Session

Task Description

Hexagon will provide a Configuration Workshop 1 Follow-up after completion of the Configuration Workshop 1, and it is intended to held two (2) weeks following Configuration Workshop 1. This discussion will be provided to offer assistance and answer questions that may arise after the Configuration Workshop 1 and after the Customer has started configuring OnCall Records, so the Customer's Records Core Team can continue to complete their system setup. This Task occurs during the Configuration 1 Period.

Task Deliverables

- Configuration Workshop 1 Follow-up Session

Task Prerequisites

- OnCall Records System Configuration Workshop 1 Task is complete.
- Customer has commenced configuring OnCall Records reflective of the information provided in OnCall Records System Configuration Workshop 1.

Task Assumptions

- The sessions is intended to be scheduled the two (2) weeks following Configuration Workshop 1 as appropriate.
- The session is provided for a maximum of twelve (12) Team Members with a maximum of one (1) student per Project Workstation, unless otherwise agreed to by Hexagon;
- This session is a formal presentation based on the version of OnCall Records covered in the Configuration Workshop 1.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide OnCall Records Configuration Workshop 1 Follow-up for the Core Team Members.

Customer Team Participation and Responsibilities

Customer shall:

- Provide a Project Workstation for each attendee;
- Designate the Customer OnCall Records Core Team members for attendance, which at minimum, shall include the Records Core Team members who attended the Configuration Workshop 1;
- Provide the facilities, supplies, and equipment necessary to support a session conference call. A single room with a projector or LCD screen is recommended; and
- Ensure that appropriate personnel and system administrator are available to actively participate in the scheduled conference and attendees attend in their entirety.

Task Acceptance Criteria

This Task is complete when Hexagon has completed the Configuration Workshop 1 Follow-up Session.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

35. OnCall Records COTS Reports Review

Task Description

This Task is a Hexagon-led class on how to create and edit [redacted] reports within the OnCall Records System (the "Records Reports Review"). As part of the Records Reports Review, new report creation will be shown and discussed to allow for adaptation of existing [redacted] report knowledge to the new system. The Records Reports Review shall last no longer than two (2) Business Days. For clarity, the Records Reports Review is not intended to provide instruction on how to load and edit reports within OnCall Records or [redacted] report training, which the participants should already know prior to their attendance.

Task Prerequisites

- OnCall Records System Configuration Workshop 1 Task is complete.

Task Assumptions

- Customer attendees have appropriate education, training, and experience with [redacted]
- The Records Reports Review is provided for up to twelve (12) people with a maximum of one (1) student per Project Workstation, unless otherwise agreed to by Hexagon.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide the Records Reports Review

Customer Team Participation and Responsibilities

Customer shall:

- Provide a facility according to the requirements provided in Task Assumptions;
- Provide a Project Workstation for each attendee; and
- Ensure appropriate personnel, with the requisite knowledge attend the Records Reports Review.

Task Acceptance Criteria

This Task is complete when the Records Report Review is completed.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

36. OnCall Records System Configuration Workshop 2

Task Description

During this Task, Hexagon will provide the second System Configuration Workshop ("Configuration Workshop 2"). This Task includes a System/training review on the topics specified below. The Configuration Workshop 2 will provide instruction to facilitate the Customer continuing to configure OnCall Records This is a hands-on workshop. Customer's staff will have ongoing configuration and other assignments resulting from this Task. The Configuration Workshop 2 shall last no more than four (4) Business Days. Following completion of the Configuration Workshop 2, Customer will complete its setup of the assigned configuration topics below prior to the scheduled System Configuration Workshop 3 ("Configuration 2 Period").

Configuration Workshop 2 Topics

- Base UI Configuration Adaptations
- Alert and Notification Configuration
- Workflow Approval process
- Continued Adaptation of Business Processes into OnCall Records

Task Deliverables

- OnCall Records Configuration Workshop 2
- Customized documentation on expectations for completion before the end of the Configuration 2 Period

Task Prerequisites

- OnCall Records System Configuration Workshop 1 Follow-up Session Task is complete.
- Customer has completed configuration activities from OnCall Records Configuration Workshop 1.
- Customer has configured the items identified in Configuration Workshop 1 within OnCall Records.
- The address server will be operational and turned on. Customer will verify that the address verification is working properly.
- Hexagon has installed the Clevest software.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- The Configuration Workshop 2 shall last no more than four (4) Business Days.
- The workshop provides for a maximum of twelve (12) Team Members.
- This is a formal workshop presentation based on the COTS version of OnCall Records.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide OnCall Records Configuration Workshop 2 in the installed OnCall Records Software.

Customer Team Participation and Responsibilities

Customer shall:

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Designate the Customer OnCall Records Core Team members for attendance, which shall, at a minimum, include past participants from Configuration Workshop 1;
- Ensure that appropriate personnel and system administrator are available to actively participate in the scheduled training program and attendees attend scheduled training class in their entirety;
- Ensure that all workshop workstations and servers are operational prior to the agreed start of training classes; and
- As it pertains to the topics listed for Configuration Workshop 2 above, configure OnCall Records based upon the information provided in OnCall Records System Configuration Workshop 2 during the Configuration 2 Period.

Task Acceptance Criteria

This Task is complete when Hexagon has delivered the Configuration Workshop 2.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

37. OnCall Records System Configuration Workshop 2 Follow-up Session

Task Description

Hexagon will provide a Configuration Workshop 2 Follow-up session after completion of the Configuration Workshop 2 during the following two (2) weeks. This session will be provided to offer assistance and answer questions that may arise from the Configuration Workshop 2 and Customer configuration of OnCall Records based upon the information provided in OnCall Records Configuration Workshop 2, so that the Records Core Team can continue to complete configuration of the Subsystem. This Task occurs during the Configuration 2 Period.

Task Deliverables

- Configuration Workshop 2 Follow-up Session

Task Prerequisites

- OnCall Records System Configuration Workshop 2 Task is complete.
- Customer has commenced configuring OnCall Records reflective of the information provided in OnCall Records System Configuration Workshop 2.

Task Assumptions

- The session will be scheduled the two (2) weeks following Configuration Workshop 1 as appropriate..
- The session is provided for a maximum of twelve (12) Team Members with a maximum of one (1) student per Project Workstation, unless otherwise agreed to by Hexagon;
- Session is a formal presentation based on the COTS version of OnCall Records covered in the Configuration Workshop 2.

Task Deliverables

- Configuration Workshop 2 Follow-up Session for the Customer OnCall Records Core Team

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide a OnCall Records Configuration Workshop 2 Follow-up session for the Core Team Members.

Customer Team Participation and Responsibilities

Customer shall:

- Provide a facility according to the requirements provided in Task Assumptions;
- Provide a Project Workstation for each attendee;
- Designate the Customer OnCall Records Core Team members for attendance, which at minimum, shall include the Records Core Team members who attended the Configuration Workshop 2;
- Ensure that appropriate personnel and system administrator are available to actively participate in the scheduled session and attendees attend in their entirety.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Task Acceptance Criteria

This Task is complete when Hexagon has delivered the Configuration Workshop 2 Follow-Up Session.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

38. OnCall Records System Configuration Workshop 3

Task Description

During this Task, Hexagon will provide the third System Configuration Workshop ("Configuration Workshop 3"). This Task includes the topics specified below. The Configuration Workshop 3 will provide instruction to facilitate the Customer continuing to configure OnCall Records. This is a hands-on workshop. Customer's staff will have ongoing configuration and other assignments resulting from this Task. The Configuration Workshop 3 shall last no more than four (4) Business Days. Following completion of the Configuration Workshop 3, Customer will complete its setup of the assigned configuration topics below ("Configuration 3 Period") prior to the scheduled OnCall Records Customer Functional Testing.

Configuration Workshop 3 Topics

- Advanced UI Configuration Adaptations
- NIBRS review and configuration Continued Adaptation of Business Processes into OnCall Records
- Planning for Testing and Training

Task Deliverables

- OnCall Records Configuration Workshop 3
- Customized documentation on expectations for completion before next Workshop session

Task Prerequisites

- OnCall Records System Configuration Workshop 2 Follow-up Session Task is complete.
- Customer has configured the items identified in Configuration Workshop 2 within OnCall Records.
- The Customer has completed all configuration activities arising from OnCall Records System Configuration Workshop 2.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- The Configuration Workshop 3 duration shall not exceed four (4) Business Days.
- Configuration Workshop 3 provides for a maximum of twelve (12) Team Members.
- This is a formal workshop presentation based on the COTS version of OnCall Records.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide OnCall Records Configuration Workshop 3 in the installed OnCall Records Software.

Customer Team Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Designate the Customer OnCall Records Core Team members for attendance, which at a minimum, shall include Customer' participants from Configuration Workshops 1 and 2;

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Ensure that appropriate personnel and system administrator are available to actively participate in the scheduled training program and attendees attend scheduled training class in their entirety;
- Ensure that all workshop workstations and servers are operational prior to the agreed start of training classes; and
- As it pertains to the topics listed for Configuration Workshop 3 above, configure OnCall Records based upon the information provided in OnCall Records System Configuration Workshop 3 during the Configuration 3 Period.

Task Acceptance Criteria

This Task is complete when Hexagon has delivered the Configuration Workshop 3.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

39. OnCall Records System Configuration Workshop 3 Follow-up Session

Task Description

Hexagon will provide a Configuration Workshop 3 Follow-up after completion of the Configuration Workshop 3 during the following two (2) weeks. This session will be provided to offer assistance and answer questions that may arise from the Configuration Workshop 3 so that the Customer's Records Core Team can continue to complete the system setup. This Task occurs during the Configuration 3 Period.

Task Deliverables

- OnCall Records Configuration Workshop 3 Follow-up session

Task Prerequisites

- OnCall Records System Configuration Workshop 3 Task is complete.
- Customer has commenced configuring OnCall Records reflective of the information provided in OnCall Records System Configuration Workshop 3.

Task Assumptions

- The session will be scheduled the two (2) weeks following Configuration Workshop 1 as appropriate..
- The session is provided for a maximum of twelve (12) Team Members with a maximum of one (1) student per Project Workstation, unless otherwise agreed to by Hexagon;
- Session is a formal workshop presentation based on the version of OnCall Records covered in the Configuration Workshop 3.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide a OnCall Records Configuration Workshop 3 follow-up session for the Core Team Members.

Customer Team Participation and Responsibilities

Customer shall:

- Provide a facility according to the requirements provided in Task Assumptions;
- Provide a Project Workstation for each attendee;
- Designate the Customer OnCall Records Core Team members for attendance, which at a minimum, shall include the Customer's participants from Configuration Workshop 3;
- Ensure that appropriate personnel and system administrator are available to actively participate in the scheduled session and attendees attend in their entirety.

Task Completion Criteria

This Task is complete when Hexagon has completed the Configuration Workshop 3 Follow-up Session.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

40. OnCall Records | Citizen Reporting System Configuration Workshop

Task Description

The HxGN OnCall Records | Citizen Reporting is an add-on product to OnCall Records that enables citizens in the Customer's jurisdiction to interact with the agency. Citizen Reporting is delivered as a website add-on that the Customer can host as part of their existing website. It includes the OnCall Records Connect API to facilitate integration with OnCall Records.

During this Task, Hexagon will provide the System Configuration Workshop for Citizen Reporting ("Citizen Reporting Configuration Workshop"). This task includes a System/training review for the setups that will be covered. This will reinforce the previous training and provide the Customer Core team assistance as they configure and setup the OnCall Records | Citizen Reporting Subsystem. The workshop will provide the knowledge needed and enable the Customer staff to complete the OnCall Records | Citizen Reporting configuration and support the Subsystem. This is a hands-on workshop. Customer's staff will have ongoing configuration and other assignments resulting from this task. Following completion of the Citizen Reporting Configuration Workshop, Customer will complete its setup of the assigned configuration topics ("Citizen Reporting Configuration Period") prior to Customer Functional Testing – OnCall Records.

Task Deliverables

- Configuration Workshop for the Customer OnCall Records | Citizen Reporting Core Team

Task Prerequisites

- OnCall Records System Configuration Workshop 3 Follow-up Session Task is complete.
- The Customer has installed and configured at least one (1) workstation per student attending the session.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- The Citizen Reporting Configuration Workshop duration is four (4) Business Days.
- The workshop provides for a maximum of twelve (12) Team Members.
- The Customer shall be responsible for ensuring any data it makes available through Citizen Reporting is compliant with applicable laws and regulations.
- This is a formal workshop presentation based on the COTS version of OnCall Records.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide the Citizen Reporting Configuration Workshop in the installed OnCall Records | Citizen Reporting Software.

Customer Team Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Designate the Customer OnCall Records | Citizen Reporting Core Team for attendance;
- Ensure that appropriate personnel and system administrator are available to actively participate in the scheduled training program and attendees attend scheduled training class in their entirety;

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Ensure that all workshop workstations and servers are operational prior to the agreed start of training classes; and
- As it pertains to the topics listed above, configure OnCall Records based during the Citizen Reporting Configuration Period.

Task Acceptance Criteria

This Task is complete when Hexagon has delivered the Citizen Reporting Configuration Workshop to the Customer.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

41. OnCall Records State NIBRS Reporting Installation

Task Description

During this Task, Hexagon resources will upgrade the IBRS reporting client to reflect state-specific product changes to support state reporting.

Task Deliverables

- Hexagon installation of the state-specific NIBRS reporting.

Task Prerequisites

- State NIBRS Validation Installation Task is complete.

Task Assumptions

- OnCall Records will use existing State NIBRS software. No new development or additional customizations are included.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide COTS documentation on the NIBRS submission tool;
- Support Customer testing and provide resolution of Blocker Defects; and
- Prepare and submit a NIBRS test submission to the State.

Customer Team Participation and Responsibilities

- None

Task Acceptance Criteria

This Task is complete when the current version of State NIBRS has been installed and tested to validate its conformance with State requirements.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

42. OnCall Records Additional Agency Cloning

Task Description

After the Configuration Phase, Hexagon will create sixteen (16) additional agencies in OnCall Records. The creation process will entail Hexagon duplicating the Customer's (the lead agency) ("Primary Agency") configurations into the newly created agencies. This process will facilitate duplication of most of the configurations created in the Primary Agency; however, a full list of work done, and what will be left for the Customer to configure will be delivered as part of the process ("Agency Cloning Document"). The cloned agencies are as follows:

- Williamson County Sheriff's Office
- Hutto Police Department
- Liberty Hill Police Department
- Granger Police Department
- Thrall Police Department
- Jarrell Police Department
- Florence Police Department
- Liberty Hill School Police Department
- Round Rock ISD Police Department
- Hutto ISD Police Department
- Jarrell ISD Police Department
- Constables Pct 1
- Constables Pct 2
- Constables Pct 3
- Constables Pct 4
- Southwestern University Police Department

Task Deliverables

- Current configured Primary Agency cloned to all additional agencies.
- Agency Cloning Document

Task Prerequisites

- OnCall Records Configuration Tasks are complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Review the steps with all stakeholders and plan any related outage;
- Create/clone data for the Primary Agency and review for accuracy;
- Create/clone remaining agencies; and
- Prepare a document outlining all configurations that were replicated, and what will be left for the Customer to manage.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Customer Team Participation and Responsibilities

Customer shall:

- Review all steps during the process;
- Finalize all newly created agencies based on documentation provided by Hexagon; and
- Test agencies in OnCall Records.

Task Acceptance Criteria

This Task is complete when Hexagon has duplicated the Primary Agency configurations for other agencies and provided the Agency Cloning Document to Customer.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

43. OnCall Dispatch Archive Database Staging

Task Description

Hexagon resources will create an OnCall archive database using the CAD Database Utility and the Customer's staging hardware.

Task Deliverables

- OnCall archive database on the Production staging system

Task Prerequisites

- [redacted] and OnCall Software Staging Task is Complete.
- The Customer has provided full database backup to Hexagon or given permission for Hexagon to take the backup on the Customer's behalf.
- Code Freeze in place on Production Environment.

Task Assumptions

- N/A

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Process update to OnCall archive database schema using Customer's staging hardware; and
- Use a copy of the 'production' database as an initial start point for the archive database.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure Hexagon is provided with full backup of existing Production database to be used as start point for the OnCall archive database.

Task Acceptance Criteria

This Task is complete when the OnCall archive database has been delivered on the Production staging system.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

44. OnCall Analytics | Dispatch Configuration

Task Description

This Task is Hexagon-led and involves configuring OnCall Analytics | Dispatch with Customer's site-specific parameters.

OnCall Analytics is business intelligence software for reporting, analysis, and evidence-based decision making. It provides reporting and analysis capabilities, which are fully described within a document titled: "HxGN OnCall Analytics | Dispatch: Delivered Models and Reports," which is available upon request. That document describes the types of reports and models available within OnCall Analytics, which may require additional configuration and work by the Customer. Only those reports corresponding to the type of reporting model and Software product included within the Project are available to the Customer.

Task Deliverables

- Configuration of OnCall Analytics | Dispatch software and components for Customer testing and verification

Task Prerequisites

- OnCall Dispatch Archive Database Staging Task is complete.
- OnCall Dispatch Configuration Consulting 3 Task is complete.

Task Assumptions

- Hexagon will install the OnCall Analytics | Dispatch solution.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Configure the OnCall Analytics | Dispatch software components; and
- Confirm that the software installation and delivery has been completed, the data connections have been tested, and data is accessible in reports.

Customer Team Participation and Responsibilities

Customer shall:

- [redacted] license keys to Hexagon for the database installation if not already provided.

Task Acceptance Criteria

This Task is complete when Hexagon has configured and tested the OnCall Analytics | Dispatch software and data is accessible for reports and analytics.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

45. OnCall Analytics | Records Configuration

Task Description

This Task is Hexagon-led and involves configuring OnCall Analytics | Records Advantage with Customer's site-specific parameters.

HxGN OnCall Analytics is business intelligence software for reporting, analysis, and evidence-based decision making. It provides reporting and analysis capabilities, which are fully described within a document titled: "HxGN OnCall Analytics | Records: Delivered Models and Reports," which available upon request. That document describes the types of reports and models available within OnCall Analytics, which may require additional configuration and work by the Customer. Only those reports corresponding to the type of reporting model and Software product included within the Project are available to the Customer.

Task Deliverables

- Configuration of OnCall Analytics | Records Advantage software and components for Customer testing and verification

Task Prerequisites

- [redacted] and OnCall Software Staging Task is complete.
- OnCall Records System Configuration Workshop 2 Task is complete.
- Data Conversion Audit 1 in OnCall Records Data Conversion Task above.

Task Assumptions

- Hexagon will install the OnCall Analytics | Records Advantage solution.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Configure the OnCall Analytics | Records Advantage software; and
- Confirm that the software installation and delivery has been completed, the data connections have been tested, and data is accessible in reports.

Customer Team Participation and Responsibilities

Customer shall:

- [redacted] license keys to Hexagon for the database installation if not already provided.

Task Acceptance Criteria

This Task is complete when Hexagon has configured and tested the OnCall Analytics | Records Advantage software and data is accessible for reports and analytics.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

46. OnCall Analytics | Dispatch Training

Task Description

During this Task, Hexagon will train end users and system administrators on HxGN OnCall Analytics | Dispatch.

The OnCall Analytics User Training will provide instruction on accessing, viewing, and creating reports from the OnCall Analytics Report portal. It will also provide an overview of the delivered reports and data models. The delivered report provides out-of-the box access to key performance metrics while the data models provide an easy and powerful way for users to ask their own questions of the data and create new reports.

The OnCall Analytics System Administrator Training is designed for system administrators, to provide instructions on the setup, site-specific configurations, and administrative tasks needed to maintain the OnCall Analytics Dispatch product.

Task Deliverables

- HxGN OnCall Analytics | Dispatch User Training (Qty: 1)
- HxGN OnCall Analytics | Dispatch System Administrator Training (Qty: 1)

Task Prerequisites

- OnCall Analytics | Dispatch Configuration Task is complete.
- The attendees are familiar with Microsoft Windows-based applications, administrative tasks, and agency workflows.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- Both training courses are intended to be conducted the same week.
- The User Training will last for a maximum of three (3) Business Days and is provided for a maximum of ten (10) attendees.
- The System Administrator Training will last for a maximum of one (1) Business Day and is provided for a maximum of four (4) attendees.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide the OnCall Analytics User and System Administrator Training sessions.

Customer Team Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure that appropriate personnel and system administrator are available to actively participate in the scheduled training program and attendees attend scheduled training class in their entirety; and
- Ensure that all workshop workstations and servers are operational prior to the agreed start of training classes.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Task Acceptance Criteria

This Task is complete when Hexagon has delivered both the OnCall Analytics Dispatch User Training and System Administrator Training.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

47. OnCall Analytics | Records Training

Task Description

During this Task, Hexagon will train end users and system administrators on HxGN OnCall Analytics | Records.

The OnCall Analytics User Training will provide instruction on accessing, viewing, and creating reports from the OnCall Analytics Report portal. It will also provide an overview of the delivered reports and data models. The delivered report provides out-of-the box access to key performance metrics while the data models provide an easy and powerful way for users to ask their own questions of the data and create new reports.

The OnCall Analytics System Administrator Training is designed for system administrators, to provide instructions on the setup, site-specific configurations, and administrative tasks needed to maintain the OnCall Analytics Records product.

Task Deliverables

- HxGN OnCall Analytics | Records User Training (Qty: 1)
- HxGN OnCall Analytics | Records System Administrator Training (Qty: 1)

Task Prerequisites

- OnCall Analytics | Records Configuration Task is complete.
- OnCall Records COTS Reports Review Task complete.
- The attendees are familiar with Microsoft Windows-based applications, administrative tasks, and agency workflows.

Task Assumptions

- Hexagon responsibilities will be executed on site at a Facility.
- Both training courses are intended to be conducted the same week.
- The User Training will last for a maximum of three (3) Business Days and is provided for a maximum of ten (10) attendees.
- The System Administrator Training will last for a maximum of one (1) Business Day and is provided for a maximum of four (4) attendees.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide the OnCall Analytics User and System Administrator Training sessions.

Customer Team Participation and Responsibilities

Customer shall:

- Provide a Facility;
- Provide a Project Workstation for each attendee;
- Ensure that appropriate personnel and system administrator are available to actively participate in the scheduled training program and attendees attend scheduled training class in their entirety; and
- Ensure that all workshop workstations and servers are operational prior to the agreed start of training classes.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Task Acceptance Criteria

This Task is complete when Hexagon has delivered both the OnCall Analytics Records User Training and System Administrator Training.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

48. Custom Interface Product Installation and Configuration

Task Description

During this Task, Hexagon will install, configure, and test the Custom Interfaces. Although the Customer is expected to participate in Hexagon's internal testing of the Custom Interfaces, the Customer will formally test the Custom Interfaces' functionality during Functional Testing.

Task Deliverables

- Documentation of Custom Interfaces installation/testing

Task Prerequisites

- Operation or availability of the external system or Third-Party Software.
- Custom Interface Development Task is complete.
- OnCall Dispatch Configuration Consulting 1 Task is complete.
- OnCall Records System Configuration Workshop 1 Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install Custom Interfaces; and
- Test Custom Interfaces in accordance with the approved ICDs.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure SMEs are available to support Hexagon Activities as needed;
- Verify that physical connectivity has been achieved from Customer's communication server to OnCall;
- Provide availability and confirm operation of external systems or third-party software;
- Provide the following information to Hexagon:
    - IP address for remote databases
    - Socket value for remote systems
    - Operator IDs (ORIs), terminal mnemonics, etc., as needed by remote systems
- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task; and
- Ensure third-party cooperation with Hexagon's reasonable requests.

Task Acceptance Criteria

This Task is complete when each Custom Interface is installed and configured in accordance with the applicable ICD.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

49. Standard Interface Product Installation and Configuration

Task Description

During this Task, Hexagon will install and configure the Standard Interfaces. The Customer will formally test the interface functionality and reliability during Functional Testing.

The following are regarded as “Standard Interfaces” as the term is defined in Attachment H of this SOW:

- Fire Station Alerting OnCall Dispatch Interface
  - [redacted]
- Dispatch Alerts OnCall Dispatch Interface
  - [redacted]
- External Alarms OnCall Dispatch Interface
  - [redacted]
- PLT OnCall Dispatch Interface
  - [redacted]
- CAD to CAD OnCall Dispatch Interface
  - [redacted]
- [redacted]
- Anti-Bias Reporting (Texas)

As part of this Task, Hexagon will provide consulting services to advise [redacted].

Task Deliverables

- Documentation of Standard Interfaces installation

Task Prerequisites

- Operation or availability of the external system or Third-Party Software
- OnCall Dispatch Configuration Consulting 3 Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install Standard Interfaces.

Customer Team Participation and Responsibilities

- Ensure SMEs are available to support Hexagon Activities as needed;
- Verify that physical connectivity has been achieved from Customer’s communication server to OnCall;
- Provide availability and confirm operation of external systems or third-party software;
- Provide the following information to Hexagon:
  - IP address for remote databases
  - Socket value for remote systems

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Operator IDs (ORIs), terminal mnemonics, etc., as needed by remote systems

- Ensure the system and network administrators are available to work closely with the Hexagon team for the duration of the Task; and
- Ensure third-party cooperation with Hexagon's reasonable requests.

Task Acceptance Criteria

This Task is complete when each Standard Interface is installed and configured.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

50. Sustaining Coordination Services for the CommSys ConnectCIC ASAP Interface

Task Description

During this Task, CommSys will provide consulting and sustaining coordination services for the ConnectCIC ASAP implementation.

- CommSys will provide the Customer with professional services for only the following aspects of the project (the “Sustaining Coordination Services”):
  - Coordinate efforts with the agency’s executive stakeholders, Hexagon, state message switch/control point officials, The Monitoring Association (TMA), and the alarm monitoring companies;
  - Coordinate with Hexagon for the installation of updates to Hexagon’s External Alarms OnCall Dispatch Interface in both a test environment and a production environment as applicable;
    - These may be done at separate times
    - A test plan as appropriate will be used
  - Work with agency officials to identify connectivity issues to The State and The National Law Enforcement Teletype Service (NLETS) network via the state CJIS Message Switch or other transport method if available;
  - Coordinate with new alarm companies that begin operating in production with the ASAP project and with agency officials through introductions, testing, and cutover to production activities;
  - Execute testing to ensure that the end product continues to conform to the APCO/CSAA ANS 2.101.2-2014 standard; and
  - Coordinate troubleshooting efforts with all appropriate agencies and staff as necessary when problems arise.

Task Deliverables

- Sustaining Coordination Services

Task Assumptions

- The testing and verification of the ASAP Interface will take place on site.

Task Prerequisites

- Installation of External Alarms OnCall Dispatch Interface (reference Standard Interface Product Installation and Configuration task above)
- Installation of CommSys ConnectCIC
- CommSys ConnectCIC ASAP Option purchased
- Connectivity between CommSys ConnectCIC and the State CJIS Message Switch to receive NLETS transactions

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Coordinate with CommSys for the installation of the External Alarms OnCall Dispatch Interface;

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Coordinate with CommSys and “The Monitoring Association (TMA) for the installation of the ConnectCIC Product for APCO ASAP Alarm Product; and
- Coordinate with CommSys and TMA to arrange testing and validation of the interface.

Customer Team Participation and Responsibilities

Customer shall:

- Provide the appropriate team to complete the Sustaining Coordination Services.

Task Acceptance Criteria

This Task is considered complete when the ConnectCIC ASAP Interface has been installed and Sustaining Coordination Services have been performed.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Testing Phase

51. Test Plan and Test Cases Development – OnCall Dispatch

Task Description

During this Task, the Customer will create a test plan ("CAD Test Plan") with Test Cases for OnCall Dispatch. The CAD Test Plan and Test Cases are essential for the Customer to be able to validate and prove the functionality of the Dispatch Subsystem. Every Benchmark Criteria corresponding to OnCall Dispatch should have at least one Test Case; some Benchmark Criteria may have multiple associated Test Cases. The Customer will identify the Benchmark Criteria that correspond to the applicable Test Cases. A clear pass/fail criterion must be defined for each Test Case. The Test Plan and Test Cases will be agency-specific, and work-process driven with clearly documented Pass/Fail criteria. Only the elements of the Test Plan and Test Cases conforming with the Benchmark Criteria shall be used in evaluating and testing the Subsystem. The Test Plan is the set of Test Cases that will serve as the basis of testing the fully configured Subsystem, including interfaces.

The Customer will not need a fully configured Subsystem to create the Test Plan and Test Cases. The Test Case creation should be accomplished using a workflow-based Test Case.

Task Deliverables

- Customer's CAD Test Plan and Test Cases

Task Prerequisites

- OnCall Dispatch Fundamentals for Core Team Task is complete.

Task Assumptions

- N/A

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Consult with the Customer during the Test Plan and Test Cases creation Task to validate the Test Cases correspond to the Benchmark Criteria (applicable to Dispatch).

Customer Team Participation and Responsibilities

Customer shall:

- Create the CAD Test Plan and Test Cases consistent with the Benchmark Criteria; and
- Provide CAD Test Plan and Test Cases to Hexagon.

Task Acceptance Criteria

This Task is complete when the Customer has created the CAD Test Plan and Test Cases and Hexagon has validated the same in accordance with the Benchmark Criteria.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

52. Test Plan and Test Cases Development – OnCall Records

Task Description

During this Task, the Customer will create a test plan ("RMS Test Plan") with Test Cases for OnCall Records. The RMS Test Plan and Test Cases are essential for the Customer to be able to validate and prove the functionality of the Records Subsystem. Every Benchmark Criteria corresponding to OnCall Records should have at least one Test Case; some Benchmark Criteria may have multiple associated Test Cases. The Customer will identify the Benchmark Criteria that correspond to the applicable Test Cases. A clear pass/fail criterion must be defined for each Test Case. The Test Plan and Test Cases will be agency-specific, and work-process driven with clearly documented Pass/Fail criteria. Only the elements of the Test Plan and Test Cases conforming with the Benchmark Criteria shall be used in evaluating and testing the System. The Test Plan is the set of Test Cases that will serve as the basis of testing the fully configured Subsystem, including interfaces.

The Customer will not need a fully configured Subsystem to create the Test Plan and Test Cases. The Test Case creation should be accomplished using a workflow-based Test Case.

Task Deliverables

- Customer's RMS Test Plan and Test Cases

Task Prerequisites

- OnCall Records Fundamentals for Core Team Task is complete.

Task Assumptions

- N/A

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Consult with the Customer during the RMS Test Plan and Test Cases creation task to validate the Test Cases correspond to the Benchmark Criteria.

Customer Team Participation and Responsibilities

Customer shall:

- Create the RMS Test Plan and Test Cases consistent with the Benchmark Criteria; and
- Provide RMS Test Plan and Test Cases to Hexagon.

Task Acceptance Criteria

This Task is complete when the Customer has created the RMS Test Plan and Test Cases and Hexagon has validated the same in accordance with the Benchmark Criteria.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

53. Customer Functional Testing – OnCall Dispatch

Task Description

The Customer, with support from Hexagon, will test OnCall Dispatch's conformance with the Benchmark Criteria. The Customer will conduct Functional Testing over the course of ten (10) Business Days ("Dispatch Testing Period"). During the Dispatch Testing Period, the Customer shall execute the CAD Test Plan and corresponding Test Cases. Except as expressly provided and the Customer's subjective assessment of the performance (ability for the System to timely to react to Customer inputs) of the Subsystem with 150% load, no other testing or evaluation pertaining to OnCall Dispatch is contemplated in this Project. Customer will document and track the results of each Test Case as either pass or fail and may request Hexagon consultation as necessary during its testing Activity up to twenty-four (24) Business Hours.

Within five (5) Business Days of the end of the CAD Testing Period ("CAD Reporting Period"), the Customer shall file any Blocker Defects and Permissive Defects encountered during Functional Testing – Dispatch through Hexagon's Customer Resource Management (CRM) system. For any Blocker Defect identified, the Customer shall provide, at minimum, the following information: a description of the Defect and the steps used to reproduce it, the functionality tested when the Blocker Defect was encountered, the manner in which the functionality was tested, and the outcome when the functionality was tested. If the Blocker Defects are not filed within the CAD Reporting Period, it is presumed Functional Testing was completed without any Blocker Defect, and this Task is complete. Only Blocker Defects reported by the conclusion of the Reporting Period will be resolved as part of this Task. The existence of Permissive Defect(s) shall not preclude or be a condition of completion of any subsequent Tasks or implementation of a new Release.

To the extent requested, Customer agrees to promptly respond to requests for additional information regarding the Blocker Defect requested by Hexagon. Upon diagnosing the Blocker Defect and validating the Defect encountered meets the attributes of a Blocker Defect, Hexagon resources shall proceed to resolve the Blocker Defect accordingly. If the investigation determines the reported Blocker Defect did not meet the attributes of a Blocker Defect then the reported Defect will be reclassified in accordance with the levels provided in the Master Terms Glossary. Alternatively, if the investigation shows the reported Blocker Defect was caused by Customer hardware, Network Infrastructure, or Third-Party Software not provided by Hexagon, or non-conformance with Attachments E-1 and F, then Hexagon will provide such information to the Customer for the Customer to resolve and the Blocker Defect will be closed and regarded as complete.

As part of its resolution efforts, Hexagon may at its discretion provide a procedural or programmatic work around, a configuration change, or provide an Update. Once the Blocker Defect(s) is addressed, Hexagon will report to Customer the Blocker Defect has been addressed and the Customer will have five (5) Business Days to execute its Test Plan ("CAD Resolution Testing Period") to validate the fix provided by Hexagon has resolved the Blocker Defect.

After the Functional Testing, Hexagon will enforce a Code Freeze. No configurations or modifications will be allowed to the Subsystem by Hexagon or Customer, except those required to resolve any Blocker Defect. Upon addressing Blocker Defects, the Subsystem is a "Production Ready System." A Production Ready System signifies completion of all configuration and joint testing tasks. At this point, Hexagon will enforce a Subsystem-wide Code Freeze. Any System/Subsystem modifications will be handled via Change Order.

Task Deliverables

- OnCall Dispatch Functional Testing
- System Code Freeze

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Task Prerequisites

- Customer and Hexagon mutually confirm that OnCall Dispatch and Mobile Unit are ready for testing.
- Test Plan and Test Cases Development – OnCall Dispatch Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Verify all applicable software, systems and ancillary systems, including the redundancy of Production system (if applicable), are ready for Functional Testing;
- Provide support during Functional Testing;
- Review Defects filed by the Customer; and
- Resolve Blocker Defects filed by the Customer.

Customer Team Participation and Responsibilities

Customer shall:

- Verify all applicable software, systems and ancillary systems, including the redundancy of Production system (if applicable), are ready for Functional Testing;
- Execute the CAD Test Plan; and
- Track and document results from executed Test Cases and file any Blocker Defects in the CRM system by the end of the CAD Reporting Period.

Task Acceptance Criteria

This Task is complete upon expiration of the CAD Testing Period and resolution of all Blocker Defects reported by the end of the CAD Reporting Period.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

54. Customer Functional Testing – OnCall Records

Task Description

The Customer, with support from Hexagon, will test OnCall Records Subsystem's conformance with the Benchmark Criteria. The Customer will conduct Functional Testing over the course of ten (10) consecutive Business Days ("Records Testing Period"). During the Records Testing Period, the Customer shall execute the RMS Test Plan and corresponding Test Cases. Except as expressly provided, no other testing or evaluation for OnCall Records is contemplated in this Project. Hexagon and the Customer will jointly document and track the results of each Test Case as either pass or fail.

Within five (5) Business Days of the end of the RMS Testing Period ("RMS Reporting Period"), the Customer shall file any Blocker Defects and Permissive Defects encountered during Functional Testing – Records through Hexagon's Customer Resource Management (CRM) system. For any Blocker Defect identified, the Customer shall provide, at minimum, the following information: a description of the Defect and the steps used to reproduce it, the functionality tested when the Blocker Defect was encountered, the manner in which the functionality was tested, and the outcome when the functionality was tested. If the Blocker Defects are not filed within the RMS Reporting Period, it is presumed Functional Testing was completed without any Blocker Defect, and this Task is complete. Only Blocker Defects reported by the conclusion of the Reporting Period will be resolved as part of this Task. The existence of Permissive Defect(s) shall not preclude or be a condition of completion of any subsequent Tasks or implementation of a new Release.

To the extent requested, Customer agrees to promptly respond to requests for additional information regarding the Blocker Defect requested by Hexagon. Upon diagnosing the Blocker Defect and validating the Defect encountered meets the attributes of a Blocker Defect, Hexagon resources shall proceed to resolve the Blocker Defect accordingly. If the investigation determines the reported Blocker Defect did not meet the attributes of a Blocker Defect then the reported Defect will be reclassified in accordance with the levels provided in the Master Terms Glossary. Alternatively, if the investigation shows the reported Blocker Defect was caused by Customer hardware, Network Infrastructure, or Third-Party Software not provided by Hexagon, or non-conformance with Attachments E and F, then Hexagon will provide such information to the Customer for the Customer to resolve, and the Blocker Defect will be closed and regarded as complete.

As part of its resolution efforts, Hexagon may at its discretion provide a procedural or programmatic work around, a configuration change, or provide an Update. Once the Blocker Defect(s) is addressed, Hexagon will report to Customer the Blocker Defect has been addressed and the Customer will have five (5) Business Days to execute its Test Plan ("RMS Resolution Testing Period") to validate the fix provided by Hexagon has resolved the Blocker Defect.

Task Deliverables

- OnCall Records Functional Testing
- System Code Freeze

Task Prerequisites

- Customer and Hexagon mutually confirm that OnCall Records is ready for testing.
- Test Plan and Test Cases Development – OnCall Records Task is complete.
- Custom Interface Product Installation and Configuration Task is complete.
- The Customer has installed and configured at least one (1) workstation per tester.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Verify OnCall Records is ready for Functional Testing.
- Provide support during Functional Testing.
- Review Defects identified in the Blocker Report by the Customer; and
- Resolve Blocker Defects identified in the Blocker Report.

Customer Team Participation and Responsibilities

Customer shall:

- Verify OnCall Records is ready for Functional Testing.
- Execute the RMS Test Plan;
- Track and document results from executed Test Cases and provide Hexagon a Blocker Report; and
- If applicable or desired, re-execute Test Cases during the Resolution Testing Period.

Task Acceptance Criteria

This Task is complete upon expiration of the RMS Testing Period and resolution of all Blocker Defects reported by the end of the RMS Reporting Period.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Training Phase

55. Hexagon-Led Training

Task Description

During the Training phase, Hexagon resources will conduct Administrative and Train-the-Trainer sessions for Customer-designated personnel.

The following formal training classes are included in the Project (“Hexagon Training Classes”):

- HxGN OnCall Dispatch System Administrator Training – Qty: 1
- HxGN OnCall Dispatch Train-the-Trainer – Qty: 1
- HxGN OnCall Dispatch Train-the-User – Qty: 4
- HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer – Qty: 2
- HxGN OnCall Dispatch | Mobile Responder Train-the-Trainer
- HxGN OnCall Records Train-the-Trainer – Qty: 1
- HxGN OnCall Records NIBRS Report Generation Training (Qty: 1)
- [redacted] Integration Developer Training – Qty: 1

It is recommended that Customer develop its own training program, including, but not limited to: creating a training plan suitable for its needs, identifying a training cadre for each Subsystem, and leveraging the Hexagon training materials and Documentation to ensure its Users have acquired the necessary knowledge and are in a position to use OnCall Dispatch and OnCall Records upon Cutover. The Customer is solely responsible for training its Users. The Customer shall complete its User Training no later than sixty (60) calendar days after Hexagon has completed the Hexagon Training Classes (“End User Training Period”).

Task Deliverables

- Training course agendas
- Applicable COTS Documentation, in electronic format; for the Hexagon Training Classes

Task Prerequisites

- Customer has identified and secured an appropriate training room and set up with the workstations, at least one (1) LCD projector, display screen or other appropriate surface to display a projected image, and white-board space or other ability to take notes and record questions.
- The Customer has installed and configured at least one (1) workstation per student attending the session.
- Customer Functional Testing Tasks for each Subsystem are complete.

Task Assumptions

- The Customer will complete end user training within the End User Training Period.
- Both end-user training and train-the trainer training will be provided as specifically identified herein. Training will take place during normal Business Hours, which is typically from 8:00 am - 5:00 pm.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Training documentation provided by Hexagon with this SOW will be standard COTS Documentation and help files and will not be customized to the Customer's site-specific configuration. All Documentation will be provided in electronic format. Should printed copies be required, the Customer is responsible for providing them.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct Hexagon Training Classes.

Customer Team Participation and Responsibilities

Customer shall:

- Provide appropriate facilities and install/configure workstations as indicated in the Task Assumptions;
- Provide a Project Workstation for each attendee of the Hexagon Training Classes;
- Ensure appropriate personnel participate in the Hexagon Training Courses; and
- Complete end user training within the End User Training Period.

Task Acceptance Criteria

This Task is complete once Hexagon has delivered the Hexagon Training Classes to the Customer.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

56. Test and Training Environment Creation

Task Description

Following completion of all testing Tasks, Hexagon will create the Test and Training Environments using a snapshot of the Production Ready System. As part of this Task, Hexagon will test the Test and Training Environments to verify the Production Ready System has been properly loaded. For clarification, this testing is not intended to repeat or overlap with Customer Functional Testing Tasks.

Task Deliverables

- Test and Training Environment installed

Task Prerequisites

- Test and Training [redacted] is available.
- The System is a Production Ready System.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install and test the Hexagon System in the Test and Training Environments.

Customer Team Participation and Responsibilities

Customer shall:

- Provide IT support, as required; and
- Provide hardware, database software, operating system software, network, and physical site necessary for creation of Test Environment.

Task Acceptance Criteria

This Task is complete when the System has been installed and tested in the Test and Training Environments.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Cutover Phase

57. Cutover Plan

Task Description

Hexagon and the Customer will jointly develop a Cutover Plan. The Cutover Plan will detail the steps necessary to cutover the Subsystems. The Cutover Plan will assign tasks and responsibilities to both Hexagon and Customer personnel in the month prior to Cutover. The Cutover Plan covers topics including Customer staffing, movement of equipment into final locations, final database cleanout of test events, procedures to report issues, and planned sequence of events for the Cutover day.

Hexagon will provide the initial draft of the Cutover Plan to the Customer for review. The Customer will review the draft and provide feedback to Hexagon within ten (10) Business Days, which will incorporate appropriate feedback into a final Cutover Plan.

Task Deliverables

- Cutover Plan

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Create a draft Cutover Plan (i.e., prepare a checklist of responsibilities and tasks to be completed during the Cutover Task prior to Cutover);
- Work with Customer personnel to refine the Cutover Plan; and
- Review and approve the final Cutover Plan.

Customer Team Participation and Responsibilities

Customer shall:

- Review and comment on the draft Cutover Plan within ten (10) Business Days of receipt;
- Work with Hexagon personnel to refine the Cutover Plan; and
- Review and approve the final Cutover Plan.

Task Acceptance Criteria

This Task is complete when the Customer has reviewed and approved the final Cutover Plan.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

58. System Readiness Review

Task Description

During this Task Hexagon technical resources, the Hexagon Project Manager, and the Customer team will meet and determine if the OnCall Subsystems are ready for Cutover.

In addition, the System Readiness Review verifies that the following has occurred:

- A document titled, “Cutover Plan” has been developed and approved by both Hexagon and the Customer;
- Establishment and approval of a schedule for Cutover Activities; and
- Identification and scheduling of Hexagon and Customer resources required for Cutover Activities.

Task Deliverables

- Readiness Review meeting minutes
- Discussion notes on the results from Hexagon’s final review of the system

Task Prerequisites

- Cutover Plan Task is complete.

Task Assumptions

- The Customer certifies it has trained all personnel who will be utilizing the system.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct a conference call to discuss if the system is ready to perform Cutover;
- Provide system Cutover notification to appropriate internal and external interface stakeholders supplying systems integral to Cutover operations;
- Review and provide timely feedback/approval of Cutover Plan; and
- Work with Customer to determine suitable Cutover schedule.

Customer Team Participation and Responsibilities

Customer shall:

- Participate in the conference call;
- Notify internal and external interface stakeholders about pending Cutover;
- Review and provide timely feedback/approval of Cutover Plan; and
- Work with Hexagon to determine suitable Cutover schedule.

Task Acceptance Criteria

This Task is complete when the Readiness Review has been conducted.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

59. OnCall Dispatch Final Data Conversion

Task Description

Hexagon will perform a final data conversion of legacy data in the three weeks following cutover to production use of OnCall Dispatch.

Task Deliverables

- Final OnCall Dispatch Data Conversion

Task Prerequisites

- OnCall Dispatch Data Conversion Auditing Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct the final OnCall Dispatch data conversion.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure SMEs who understand the structure and use of legacy data are available to work with the Hexagon CAD Data Conversion Implementer for the duration of this task.

Task Acceptance Criteria

This Task is considered complete when Hexagon has conducted the final OnCall Dispatch data conversion.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

60. Cutover to Production Use

Task Description

Cutover reflects the culmination of all the Tasks in this SOW. It reflects the point at which the Customer first uses the System in a live environment for its intended purpose.

The Parties shall execute the Cutover Plan, as practical, as part of Cutover. Beginning on Monday of the week of Cutover, Hexagon resources and the Project Manager will support the Customer's Activities leading to Cutover, during Cutover, and post-Cutover. The Hexagon team shall be on site throughout the entire week of Cutover, Monday through Friday On the day of Cutover and the three (3) days immediately following Cutover, Hexagon shall have a CAD and RMS implementer at the Customer Site on a twenty-four (24) hour cycle. The Project Manager will be on site during the week of Cutover during business hours (except on the actual day of Cutover where an alternate schedule will be in place). Upon Cutover, the Customer's System Administrator will assume primary responsibility of the management and administration of the System, and the Hexagon resources will provide support as needed by the Customer System Administrator. At times where the Hexagon resources are not otherwise available after the Project is complete, the Customer shall contact Hexagon's HelpDesk in accordance with the Maintenance Terms within the Agreement.

Cutover also marks the commencement of the Warranty Period for the Project Software as described in Attachment K. .

Task Deliverables

- Cutover of Dispatch and Records Subsystems (simultaneously)

Task Prerequisites

- All prior Tasks are complete.
- The End User Training Period is complete.

Task Assumptions

- The Parties have agreed Cutover can proceed.
- Cutover will take place on the day and time specified in the Cutover Plan.
- Both Subsystems will cutover on the same day.
- Hexagon will provide resources on site.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Hexagon shall provide technical resource(s) to support Cutover during the week of Cutover.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure availability of trained Users;
- Ensure availability of Core Team during Cutover Activities;

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Assume System Administration and management for the System upon Cutover;
- Ensure availability of all third-party vendors impacted by the Cutover;
- Ensure availability of all IT disciplines necessary to immediately address issues as necessary; and
- Ensure availability of member(s) of the training cadre during all shifts.

Task Acceptance Criteria

This Task is complete upon Cutover of the Subsystems.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

61. Post-Cutover Support

Task Description

During this Task, Hexagon resources will provide Post-Cutover support to Customer. The “Post-Cutover Support Period” is the two (2) Business weeks beginning the Monday following Cutover. It is designed to provide the Customer with dedicated, quickly accessible support for questions and Defects encountered following the Cutover to Production use of the new System. During the first week of Post Cutover Support Period, the Hexagon resources will work onsite. Hexagon will perform its obligations during second week of the Post Cutover Support Period remotely.

During this Task, Hexagon resources will be assigned Defects that are filed by the Customer against the new System. Hexagon resources will work to identify and address the Defects reported, understanding the Defects will be triaged based upon their severity during the Post Cutover Support Period. Defects remaining after the Post Cutover Support Period will be addressed by the Help Desk. Defects reported outside of Business Hours will be addressed in accordance with the maintenance provisions of the Agreement.

The Post-Cutover Support Period is not a configuration period. Requests for new configurations that are not related to addressing a Defect will not be supported during this time frame. This is done to ensure the stability of the System delivered and that focus remains on Defects and to minimize the introduction of new opportunities for errors or problems.

Task Deliverables

- Task Completion Form confirming that Post-Cutover Support has been provided in accordance with SOW Post-Cutover Support task description

Task Prerequisites

- System Cutover to Production Use Task is complete.

Task Assumptions

- Post-Cutover Support is provided Monday-Friday during normal Business Hours. Standard after-hours emergency support procedures, defined in the Cutover Plan, remain the same for the duration of this Task.
- Defects will be reported via Hexagon’s designated CRM tool.
- The Customer System Administrator remains the primary point of contact and initial troubleshooting point of contact for all issues during this Task.
- The Customer System Administrator maintains responsibility for core system administration tasks.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide ten (10) Business Days of Post-Cutover support in accordance with this SOW; and
- Address Defects within the Post Cutover Support Period.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure Defects are recorded in Hexagon’s CRM tool in a timely manner and in accordance to the mutually agreed upon Project Schedule.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Task Acceptance Criteria

This Task is complete when the Post-Cutover Support Period has expired.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

62. OnCall Records NIBRS Certification

Task Description

This Task defines the services required for NIBRS Validation and Reporting Qualification via OnCall Records.

Task Prerequisites

- Post-Cutover Support Task is complete.

Task Assumptions

- NIBRS validation will utilize production data.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Assist Customer with the NIBRS certification process; and
- After certification is achieved, install NIBRS in the Production Environment.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure System Administrator is available to support all tasks.

Task Acceptance Criteria

This Task is complete when NIBRS certification has been achieved.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

62. OnCall Dispatch Subsystem 30-Calendar Day Reliability Test

Task Description

The Reliability Period Task is designed to demonstrate the stability of the OnCall Dispatch Subsystem following Cutover ("Dispatch Reliability Period"). During the Reliability Period, the OnCall Dispatch Subsystem shall operate without a Blocker Defect for a total of thirty (30) calendar days. Once the Blocker Defect is resolved (either through configuration, reasonable work around, or a programmatic code change), the Customer shall have two (2) business days to test the resolution. Once resolved or the testing period has expired, the Dispatch Reliability Period shall resume from the prescribed point in time. The first fifteen (15) days of the Reliability Period is regarded as Phase 1 and the second fifteen days (days 16-30) are regarded as Phase 2 of the Reliability Period. Once the System has operated for fifteen (15) consecutive days without a valid Blocker Defect, then Phase 1 of the Reliability Period is complete and Phase 2 of the Reliability Period shall commence and conclude once it has operated from Day 16 to Day 30 without a valid Blocker Defect. If a valid Blocker Defect is logged during Phase 1, then once the Blocker Defect is resolved, the Reliability Period will resume at the first day of Phase 1 of the Reliability Period (i.e. day 1). If a valid Blocker Defect is logged during Phase 2, then once the Blocker Defect is resolved, the Reliability Period will resume at the first day of Phase 2 of the Reliability Period (i.e. day 16).

Requests for new configurations not related to addressing a Blocker Defect cannot be supported during this time frame. Similarly, the Customer shall refrain from making any configuration changes until the Dispatch Reliability Period is complete.

Task Deliverables

- Customer support for Blocker Defects

Task Prerequisites

- Cutover to Production Use Task is complete.

Task Assumptions

- Support is provided Monday through Friday during normal business hours. Standard after-hours emergency support procedures remain the same for the duration of this Task.
- This Task is only for the OnCall Dispatch Subsystem.
- Blocker Defects will be reported via the Help Desk Portal.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- The designated Hexagon CAD implementer will coordinate addressing post-live Blocker Defects with the Customer; and
- Resolve valid Blocker Defects.

Customer Team Participation and Responsibilities

Customer shall:

- Use and monitor the Hexagon OnCall Dispatch Subsystem in a production environment;
- Maintain a log of problems found;
- Contact Hexagon personnel in a timely manner in the event of system problems or failures; and
- Begin system monitoring in support of the Extended Warranty period.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Task Acceptance Criteria

This Task is complete after the OnCall Dispatch Subsystem completes the Dispatch Reliability Period.

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63. HxGN OnCall Dispatch | Smart Advisor Follow-up Workshop 1

Task Description

- Within thirty (30) days following Cutover for OnCall Dispatch, Hexagon will conduct a one (1) Day workshop with Customer to provide guidance to optimize Customer's specific Smart Advisor workflows ("Smart Advisor Follow-up Workshop 1").

Task Deliverables

- Smart Advisor Follow-up Workshop 1

Task Prerequisites

- Customer has Cutover OnCall Dispatch and obtained historical data

Task Assumptions

- The Smart Advisor Follow-up Workshop 1 shall last no more than one (1) Business Day

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide guidance to Customer on use of Smart Advisor and Smart Advisor agent configurations

Customer Participation and Responsibilities

Customer shall:

- Provide desired use cases for Smart Advisor at least ten (10) business days prior to the start of the workshop.
- Participate in workshop and
- Go through their experiences and current outputs from Smart Advisor.

Task Acceptance Criteria

This Task is complete upon the earlier of: (i) completion of Smart Advisor Follow-up Workshop 1 or (ii) thirty (30) calendar days following Cutover for OnCall Dispatch.

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64. HxGN OnCall Dispatch | Smart Advisor Follow-up Workshop 2

Task Description

Following Smart Advisor Follow-up Workshop 1 and no later than sixty (60) calendar days after Cutover for Dispatch, Hexagon will conduct a second one (1)-day workshop with Customer about optimization of Customer's specific Smart Advisor workflows ("Smart Advisor Follow-up Workshop 2"). If Smart Advisor Follow-up Workshop 1 was not performed and is otherwise accepted in accordance with the Task Acceptance Criteria in that Task, then this Task will be omitted from the scope with neither Party having any obligation under this Task.

Task Deliverables

- Smart Advisor Follow-up Workshop 2

Task Prerequisites

- Customer has used Smart Advisor for sixty (60) days in a production environment.
- Smart Advisor Follow-up Workshop 1

Task Assumptions

- The Smart Advisor Follow-up Workshop 2 shall last no more than one (1) Business Day.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Provide guidance to customer on best use of Smart Advisor and Smart Advisor agent configurations

Customer Participation and Responsibilities

Customer shall:

- Participate in workshop, bringing example use cases; and
- Go through their experiences and current outputs from Smart Advisor.

Task Acceptance Criteria

Provided Smart Advisor Follow-up Workshop 1 was performed, this Task is complete upon the earlier of: (I) conclusion of the Smart Advisor Follow-up Workshop 2 or (ii) sixty (60) days after Cutover for OnCall Dispatch.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Attachment A – Pricing Summary

OnCall Dispatch and Oncall Records (On-Premise)	Total
Software:	
OnCall Dispatch Software	$2,247,115
OnCall Records Software	$654,748
Services:	
OnCall Dispatch Project Implementation	$1,250,280
OnCall Records Project Implementation	$965,476
Mobile Responder Implementation	$19,916
OnCall Dispatch Training Environment Implementation	$8,845
Additional support for 60-day Customer End User Training (CAD/RMS)	$31,758
Additional services for expanded Data Conversions (CAD/RMS)	$40,567
OnCall Dispatch Train-the-User (48 Users)	$158,963
OnCall Mobile Unit Training for EMS	$33,429
Smart Advisor Software and Services	$46,961
Custom Interfaces:	
OnCall Dispatch Custom Interfaces	$90,416
OnCall Records Custom Interfaces	$258,628
Other:	
Performance Bond	$116,744
Escrow	$614
Base System Total Software and Services	$5,924,460
Initial Recurring Maintenance/Extended Warranty - Year 1	$773,847
System Total including First Year Maintenance	**$6,698,307**
Additional Discount (expires 12/31/24)	($450,000)
OnCall Offered Price	**$6,248,307**
Annual Recurring Fees	
Annual Recurring Maintenance Fee – Year 2	$804,801
Annual Recurring Maintenance Fee – Year 3	$836,993
Annual Recurring Maintenance Fee – Year 4	$870,473
Annual Recurring Maintenance Fee – Year 5	$905,292
Optional OnCall Recurring Years 6-10	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Annual Recurring Maintenance Fee – Year 6	$941,503
Annual Recurring Maintenance Fee – Year 7	$979,163
Annual Recurring Maintenance Fee – Year 8	$1,018,330
Annual Recurring Maintenance Fee – Year 9	$1,059,063
Annual Recurring Maintenance Fee – Year 10	$1,101,426

Pricing Assumptions

- This offer is valid through December 31, 2024. The discount may be adjusted depending on changes that are made to the base offered solution.
- This price is assuming a combined project (CAD and LERMS). If the Customer chooses to complete the projects separately, Hexagon reserves the right to reprice system integration services costs.
- The pricing provided assumes production, test, and disaster recovery (backup) environments. A training environment for OnCall Dispatch has also been included in the offered price.
- Project Implementation Services included in the price shown are inclusive of project management, implementation, TTT training services, and related travel.
- An RMS data conversion from the legacy OneSolution has been provided. This assumes conversion of up to [redacted] If additional conversion services are needed, Hexagon can price them at the time of the request.
- The Dynamo Curriculum E-Learning licenses included in this pricing for twelve (24) named users for implementation team training are for a 12-month subscription term beginning when the Dynamo licenses are issued.
- Pricing for base software licensing is based on the information provided by the Customer and the Hexagon concurrent licensing model. Please see the included Bill of Materials in SOW Attachment A for license counts included in this proposal. After further discussions with the Customer, this pricing and the client counts may be adjusted.
- Third party software and services are included in the base system total cost; some of these third parties start their software maintenance at cutover and others upon shipment. All have been included in the pricing appropriately based on an assumed 26-month project timeline. If for any reason this timeline is exceeded, there may be additional costs which the Customer would be required to pay for third parties.
- Software Maintenance & Support - Year 2 represents the 12-month maintenance period which begins at the first anniversary of Subsystem Cutover to live operations. Year 2 Maintenance can be purchased at the prices set forth in the table above subject to the composition of Software and quantities remaining the same. Any adjustments to the composition of the System will have a corresponding effect on future maintenance pricing. Year 2 Maintenance would be subject to a separate agreement.
- Rights to receive Software Updates are included in annual maintenance costs. Hexagon Services to assist with implementing the Update can be priced at the time of the request under a separate agreement.
- Sales taxes are not included in this quote. Final sales tax billed will reflect the applicable tax rates at time of sale as required by law.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Bill of Materials

Description	Quantity
Hexagon OnCall Software	
CAD Software	
HxGN OnCall Dispatch - Backup NL	1
[redacted]Integration Runtime Engine NL	1
[redacted]Integration Developer Engine NL	1
HxGN OnCall Dispatch - RestAPI NL	2
HxGN OnCall Dispatch - RestAPI NL - Training	1
HxGN OnCall Dispatch - Viewer CC	90
HxGN OnCall Dispatch - Advantage CC	15
HxGN OnCall Dispatch - Advantage CC - Training License	9
HxGN OnCall Dispatch - Advanced Mapping	15
HxGN OnCall Dispatch - Resource Management	15
HxGN OnCall Dispatch - Resource Management - TRN License	9
HxGN OnCall Dispatch - [redacted] Interface	15
HxGN OnCall Dispatch - [redacted] Interface - Training	9
HxGN OnCall Dispatch - [redacted]Map Control	15
HxGN OnCall Dispatch - Customer Rules Engine - Advantage	15
HxGN OnCall Dispatch - Customer Rules Engine - Editor	1
HxGN OnCall Dispatch - Customer Rules Engine - Server	10
HxGN OnCall Dispatch - Dashboard CC	25
HxGN OnCall Analytics - Dispatch Advantage NL 4 Core	1
HxGN OnCall Analytics - Dispatch Advantage NL Add 2 Core	2

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Description	Quantity
Mobile Software	
HxGN OnCall Dispatch - Mobile Unit	297
HxGN OnCall Mobile Server	5
HxGN OnCall Dispatch - Mobile Responder Client CC	125
Smart Advisor Software	
HxGN OnCall Dispatch - Smart Advisor	15
HxGN OnCall Dispatch - Smart Advisor Mobile	297
LERMS Software	
[redacted] - Integration Runtime Engine NL - Additional License	1
HxGN OnCall Records - Concurrent User License	139
HxGN OnCall Analytics - Records Essentials NL 4 Core	1
HxGN OnCall Analytics - Records Essentials NL Add 2 Core	2
HxGN OnCall Records - Citizen Reporting	18
Interfaces	
CAD Interfaces	
HxGN OnCall Dispatch - Informer	1
HxGN OnCall Dispatch - Tracker CC	500
HxGN OnCall Dispatch - Call-Taker Interface	2
HxGN OnCall Dispatch - Notifications	1
HxGN OnCall Dispatch - Fire Link Interface	2
HxGN OnCall Dispatch - CAD Link Interface	1
HxGN OnCall Dispatch - [redacted] Interface	1
HxGN OnCall Dispatch - PTT	1
Fire Station Alerting OnCall Dispatch Interface	1

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Description	Quantity
Dispatch Alerts OnCall Interface	2
External Alarms OnCall Dispatch Interface	1
PLT Radio OnCall Dispatch Interface	1
CAD to CAD OnCall Dispatch Interface	1
[redacted]OnCall Call-Taker Interface	1
CAD Interface to [redacted](Address Query)	1
CAD Interface for [redacted](Address Query)	1
CAD Interface to [redacted](Address Query)	1
CAD Interface for [redacted](Intrado)	1
CAD Interface to [redacted]	1
Consulting Services for [redacted]	1
LERMS Interfaces	
HxGN OnCall Records-NIBRS Report & Validate -TX	1
RMS Interface to NCIC	1
RMS Interface for TDEX	1
RMS Interface to [redacted]	1
RMS interface for [redacted]	1
RMS interface for Cris	1
RMS Interface for [redacted]	1

Description	Quantity
HxGN Connect	
HxGN Connect Live Share	5
HxGN Connect Tenant Access	1

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Description	Quantity
HxGN Connect Live Share - Smart Advisor	5
HxGN Connect Smart Advisor - Incident Agents	1
HxGN Connect Interface - Incident API	1
HxGN Connect Interface - Unit API	1
HxGN Connect Gateway - Subscription	1
HxGN Connect Interface - OnCall Dispatch - Subscription	1

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Attachment B – Payment Schedule

The total value of the Order is $6,248,307, which is the basis for the payment milestones.

Milestone Payment Schedule		
MS (#)	**Milestone Deliverable**	**MS (%)**
1	Upon Completion of Task #1: Project Kickoff Meeting	10.00%
2	Upon Completion of Task #13: [redacted] and OnCall Software Staging	15.00%
3	Upon Completion of Task #19: OnCall Dispatch System Build #2	10.00%
4	Upon Completion of Task #23: OnCall Dispatch Configuration Consulting #1	10.00%
5	Upon Completion of Task #36: OnCall Records System Configuration Workshop 2	10.00%
6	Upon Completion of Task #25: OnCall Dispatch Configuration Consulting #3	10.00%
7	Upon Completion of Task #53: Customer Functional Testing - OnCall Dispatch	10.00%
8	Upon Completion of Task 55: Hexagon Led Training	5.00%
9	Upon Completion of Task #60: Cutover to Production Use	10.00%
10	Upon Completion of Task #62: CAD Reliability Period	10.00%
	Total	**100.00%**

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Attachment C – Initial Project Schedule.

Task Name	Duration	Business Days Since Start
Williamson County, TX Project Plan	**636.5 days**	**0 days**
Planning Phase	**636.5 days**	**0 days**
Project Kickoff Meeting	**4.5 days**	**20 days**
COTS Interface Questionnaire Completion	**5.5 days**	**28.25 days**
OnCall Dispatch Launch	**6.5 days**	**29.5 days**
OnCall Dispatch GIS Requirements Review	**1.13 days**	**29.5 days**
OnCall Records Business Process Analysis (BPA) Workshop	**7.5 days**	**29.5 days**
Custom Interface Requirements Gathering	**34 days**	**24.5 days**
OnCall Records Custom Interface Requirements Gathering (ICDs)	**34 days**	**24.5 days**
RMS Interface to NCIC	**15.13 days**	**24.5 days**
Customer reviews ICD	10 days	26.13 days
Customer approves ICD	3 days	36.63 days
RMS Interface for TDEX	**22.13 days**	**26.13 days**
Customer reviews ICD	10 days	34.25 days
Customer approves ICD	3 days	45.25 days
RMS Interface to [redacted]	**15.13 days**	**34.25 days**
Customer reviews ICD	10 days	35.88 days
Customer approves ICD	3 days	46.38 days
RMS interface for Cris	**16.13 days**	**35.88 days**
Customer reviews ICD	10 days	38.25 days
Customer approves ICD	3 days	49 days
RMS interface for [redacted]	**18.13 days**	**38.25 days**
Customer reviews ICD	10 days	42.38 days
Customer approves ICD	3 days	53.38 days
RMS Interface for [redacted]	**16.13 days**	**42.38 days**
Customer reviews ICD	10 days	44.5 days
Customer approves ICD	3 days	55.5 days
OnCall Dispatch Custom Interface Requirements Gathering (ICDs)	**19.88 days**	**24.5 days**

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

CAD Interface to [redacted] (Address Query)	**14.63 days**	**24.5 days**
Customer reviews ICD	10 days	25.63 days
Customer approves ICD	3 days	36.13 days
CAD Interface for [redacted] (Address Query)	**14.63 days**	**25.63 days**
Customer reviews ICD	10 days	26.75 days
Customer approves ICD	3 days	37.25 days
CAD Interface to [redacted] (Address Query)	**14.63 days**	**26.75 days**
Customer reviews ICD	10 days	27.88 days
Customer approves ICD	3 days	38.38 days
CAD Interface for Text to 911 (Intrado)	**16.38 days**	**27.88 days**
Customer reviews ICD	10 days	30.25 days
Customer approves ICD	3 days	41.25 days
CAD Interface to [redacted]	**14.13 days**	**30.25 days**
Customer reviews ICD	10 days	31.13 days
Customer approves ICD	3 days	41.38 days
Custom Interface Development	**68.38 days**	**0 days**
OnCall Records Custom Interface Development	**68.38 days**	**0 days**
RMS Interface to NCIC	**10 days**	**39.63 days**
RMS Interface for TDEX	**2 days**	**48.25 days**
RMS Interface to [redacted]	**5 days**	**49.38 days**
Anti Bias Reporting (TX)	**5 days**	**52 days**
RMS interface for Cris	**12 days**	**56.38 days**
RMS interface for [redacted]	**8.5 days**	**58.5 days**
RMS Interface for [redacted]	**5 days**	**0 days**
OnCall Dispatch Custom Interface Development	**8.13 days**	**39.13 days**
CAD Interface to [redacted] (Address Query)	**2.5 days**	**39.13 days**
CAD Interface for [redacted] (Address Query)	**2.5 days**	**40.25 days**
CAD Interface to [redacted] (Address Query)	**2.5 days**	**41.38 days**
CAD Interface for Text to 911	**3 days**	**44.25 days**
CAD Interface to [redacted]	**2.5 days**	**44.38 days**
OnCall Dispatch Data Conversion Analysis and Mapping	**14 days**	**24 days**
OnCall Dispatch Data Conversion Scripting	**64 days**	**43.27 days**

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

OnCall Dispatch Data Conversion Audit	**10 days**	**107.27 days**
OnCall Records Data Conversion	**599.5 days**	**37 days**
Staging Phase	**100.63 days**	**20 days**
Physical Infrastructure Installation	**1 day**	**20.25 days**
[redacted]**Server and OnCall Software Staging**	**22.02 days**	**21.25 days**
OnCall Dispatch GIS Consulting	**21.13 days**	**43.27 days**
OnCall Records State NIBRS Validation Installation	**3 days**	**43.27 days**
OnCall Records Address Server Mapping Configuration	**7.5 days**	**44.27 days**
OnCall Dispatch System Build 1	**16.6 days**	**59.4 days**
OnCall Dispatch System Build 1	3 days	63 days
Customer Build Out of Remaining Data	10 days	66 days
OnCall Dispatch Deployment and Response Planning Workshop	**15 days**	**81 days**
OnCall Dispatch Deployment and Response Planning Workshop	3 days	83 days
Customer Build Out of Remaining Data	10 days	86 days
OnCall Dispatch System Build 2	**19 days**	**101 days**
OnCall Dispatch System Build 2	3 days	107 days
Customer Build Out of Remaining Data	10 days	110 days
Configuration Phase	**626 days**	**0 days**
OnCall Dispatch Fundamentals for Core Team	**6 days**	**125 days**
COTS Interface Product Installation and Configuration	**8.25 days**	**120.63 days**
OnCall Dispatch | [redacted]	**3.25 days**	**125.63 days**
OnCall Dispatch | [redacted]**Installation**	**1 day**	**125.63 days**
CommSys ConnectCIC Installation	**5.25 days**	**128.88 days**
OnCall Dispatch Configuration Consulting 1	**18 days**	**136 days**
OnCall Dispatch Configuration 1 Workshop	3 days	141 days
Customer configures OnCall Dispatch	7 days	147 days
OnCall Dispatch Configuration Consulting 2	**15 days**	**159 days**
OnCall Dispatch Configuration 2 Workshop	3 days	161 days
Customer configures OnCall Dispatch	7 days	167 days
OnCall Dispatch Configuration Consulting 3	**18.25 days**	**179 days**
OnCall Dispatch Configuration 3 Workshop	3 days	184.25 days

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Customer configures OnCall Dispatch	7 days	190.25 days
OnCall Dispatch Customer Rules Engine Configuration Workshop	**15.75 days**	**202.25 days**
CRE Configuration Workshop	3 days	205 days
Customer configures CRE	10 days	208 days
Hexagon - Automated Case Number Assignment CRE Workflow	0.5 days	208 days
OnCall Dispatch | Mobile Unit Configuration Consulting Session - Law/Fire	**15 days**	**223 days**
OnCall Dispatch | Mobile Unit Law/Fire Configuration Session	3 days	225 days
Customer configures OnCall Dispatch | Mobile Unit	10 days	228 days
OnCall Dispatch | Mobile Unit Configuration Consulting Session - EMS	**17 days**	**234 days**
OnCall Dispatch | Mobile Unit EMS Configuration Session	3 days	238 days
Customer configures OnCall Dispatch | Mobile Unit	10 days	241 days
OnCall Dispatch | Mobile Responder Configuration - Law	**2 days**	**228 days**
OnCall Dispatch | Mobile Responder Law Configuration	1 day	228 days
OnCall Dispatch | Mobile Responder Configuration - Fire	**2 days**	**241 days**
OnCall Dispatch | Mobile Responder Fire Configuration	1 day	241 days
Smart Advisor Configuration Workshop	**2 days**	**251 days**
Smart Advisor Workshop	1 day	252 days
OnCall Records Fundamentals for Core Team	**6 days**	**120 days**
OnCall Records Fundamentals for Core Team	4 days	122 days
OnCall Records System Configuration Workshop 1	**14 days**	**136 days**
OnCall Records Configuration Workshop 1	4 days	141 days
Customer configures OnCall Records	5 days	145 days
OnCall Records System Configuration Workshop 1 Follow-up Session	**10 days**	**145 days**
OnCall Records COTS Reports Review	**3 days**	**150 days**
OnCall Records System Configuration Workshop 2	**15 days**	**165 days**
OnCall Records Configuration Workshop 2	4 days	171 days
Customer configures OnCall Records	5 days	175 days
OnCall Records System Configuration Workshop 2 Follow-up Session	**10 days**	**175 days**

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

OnCall Records System Configuration Workshop 3	**14 days**	**195 days**
OnCall Records Configuration Workshop 3	4 days	200 days
Customer configures OnCall Records	5 days	204 days
OnCall Records System Configuration Workshop 3 Follow-up Session	**10 days**	**209 days**
OnCall Citizen Reporting System Configuration Workshop	**15 days**	**214 days**
OnCall Citizen Reporting System Configuration Workshop Follow-up Session	**5 days**	**234 days**
OnCall Records State NIBRS Reporting Installation	**2 days**	**46.27 days**
Additional Agencies Cloning	**15 days**	**444.75 days**
OnCall Dispatch Archive Database Staging	**0.25 days**	**43.27 days**
OnCall Analytics - Dispatch Configuration	**7 days**	**197.25 days**
OnCall Analytics - Records Configuration	**421.88 days**	**197.25 days**
OnCall Analytics|Admin and User Training - CAD	**13.75 days**	**204.25 days**
HxGN OnCall Analytics - Admin and User Training	3 days	210 days
OnCall Analytics|Admin and User Training - Records	**13.88 days**	**612.13 days**
HxGN OnCall Analytics - Admin and User Training	3 days	618 days
Custom Interface Product Installation and Configuration	**26 days**	**154 days**
OnCall Records Custom Interfaces	**25 days**	**155 days**
RMS Interface to NCIC	**5 days**	**155 days**
RMS Interface for TDEX	**2 days**	**160 days**
RMS Interface to [redacted]	**2 days**	**162 days**
Anti Bias Reporting (TX)	**10 days**	**164 days**
RMS interface for Cris	**2 days**	**174 days**
RMS interface for [redacted]	**3 days**	**176 days**
RMS Interface for [redacted]	**1 day**	**179 days**
OnCall Dispatch Custom Interfaces	**13 days**	**154 days**
CAD Interface to [redacted] **(Address Query)**	**3 days**	**154 days**
CAD Interface for [redacted] **(Address Query)**	**3 days**	**157 days**
CAD Interface to [redacted] **(Address Query)**	**3 days**	**160 days**
CAD Interface for Text to 911 (Intrado)	**3 days**	**163 days**
CAD Interface to [redacted]	**1 day**	**166 days**
Standard Interface Product Installation and Configuration	**10 days**	**197.25 days**

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

CAD to CAD OnCall Dispatch Interface [redacted]	**10 days**	**197.25 days**
Fire Station Alerting OnCall Dispatch Interface [redacted]	**1 day**	**197.25 days**
Dispatch Alerts OnCall Interface [redacted]	**1 day**	**197.25 days**
Dispatch Alerts OnCall Interface [redacted]	**1 day**	**197.25 days**
External Alarms OnCall Dispatch Interface [redacted]	**3 days**	**197.25 days**
PLT Radio OnCall Dispatch Interface [redacted]	**1 day**	**197.25 days**
[redacted] Call-Taker Interface	**1 day**	**197.25 days**
Consulting Services and Vendor Views	**1 day**	**197.25 days**
Consulting Services for [redacted]	**1 day**	**197.25 days**
Testing Phase	**318.75 days**	**126 days**
Test Plan and Test Cases Development - OnCall Dispatch	**150 days**	**131 days**
Customer Creation of Test Plan and Test Cases	150 days	131 days
Customer Provides Test Plan and Test Cases to Hexagon	0 days	281 days
Test Plan and Test Cases Development - OnCall Records	**150 days**	**126 days**
Customer Creation of Test Plan and Test Cases	150 days	126 days
Customer Provides Test Plan and Test Cases to Hexagon	0 days	276 days
Customer Functional Testing - OnCall Dispatch	**105 days**	**334.75 days**
Customer Functional Testing	10 days	334.75 days
Customer Provides Blocker Error Report	5 days	344.75 days
Customer Executes Test Plan Post Blocker Error Resolution	5 days	434.75 days
Customer Functional Testing - OnCall Records	**100 days**	**344.75 days**
Customer Functional Testing	10 days	344.75 days
Customer Provides Blocker Error Report	5 days	354.75 days
Customer Executes Test Plan Post Blocker Error Resolution	5 days	439.75 days
Training Phase	**105.25 days**	**444.75 days**
Hexagon-Led Training	**62.25 days**	**444.75 days**
HxGN OnCall Dispatch System Administrator Training	**7.25 days**	**444.75 days**
HxGN OnCall Dispatch | Train the Trainer	**13 days**	**452 days**
HxGN OnCall Dispatch | Train the User #1	**13 days**	**452 days**
HxGN OnCall Dispatch | Train the User #2	**10 days**	**465 days**
HxGN OnCall Dispatch | Train the User #3	**10 days**	**475 days**
HxGN OnCall Dispatch | Train the User #4	**13 days**	**485 days**

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

OnCall Dispatch | Mobile Unit Train-the-Trainer	**9.25 days**	**444.75 days**
OnCall Dispatch | Mobile Unit Train-the-Trainer (EMS)	**9 days**	**454 days**
OnCall Dispatch | Mobile Responder Train-the-Trainer	**2 days**	**459 days**
OnCall Records Train-the-Trainer	**7.25 days**	**444.75 days**
[redacted]Developer Training	**6 days**	**498 days**
OnCall Citizen Reporting Train-the-Trainer (TTT)	**5 days**	**498 days**
State NIBRS Report Generation Training	**3 days**	**504 days**
Customer-Led End User Training (60 calendar days)	**42 days**	**508 days**
Disaster Recovery, Test, and Training Environment Creation	**10.25 days**	**444.75 days**
Cutover Phase	**73.25 days**	**550 days**
Cutover Plan	**11.63 days**	**550 days**
Hexagon Delivers Draft Cutover Plan	0.13 days	551 days
Customer Reviews and Approves Cutover Plan	10 days	551.13 days
System Readiness Review	**1 day**	**561.63 days**
OnCall Dispatch Final Data Conversion	**10 days**	**562.63 days**
Cutover to Production Use	**20.25 days**	**563 days**
Post-Cutover Support	**20 days**	**583.25 days**
Post Cutover Support Week 1 - Onsite	**5 days**	**583.25 days**
Post Cutover Support Week 2 - Onsite	**5 days**	**588.25 days**
30 Day Reliability	**5 days**	**593.25 days**
OnCall Records NIBRS Certification	**40 days**	**583.25 days**

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Attachment D – Training Curriculum

HxGN OnCall Dispatch | Advantage System Administrator Training (Qty: 1)

The HxGN OnCall Dispatch | Advantage System Administrator course is a four-day, hands-on training class on how to configure and manage the OnCall system. During this course, the students will learn how to access the OnCall database and use available tools to administer and configure the system.

MAJOR TOPICS

- Understanding the Environment
- Map Legend Management
- UI Editor
- Localized Strings
- Layout Manager
- Notification Configuration
- Custom Fields
- Parameter Management
- Deployment Configuration
- Response Plans Configuration
- Role Management
- Type Codes Management
- Agency Management
- Geographic
- Resources
- Change Management

PREREQUISITES

- Customer Environment fully staged and available
- HxGN OnCall Dispatch | Advantage fully licensed, staged, and available
- Credentials available
- Hexagon user account provisioned with local administrator rights on all appropriate servers and workstations

TRAINING DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Personnel responsible for administering and supporting the system
Duration	Four (4) Business Days
Student Capacity	Six (6), with a maximum of one (1) student per workstation

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HxGN OnCall Dispatch | Advantage Train-the-Trainer (Qty: 1)

HxGN OnCall Dispatch | Advantage Train-the-Trainer is a four (4)-day comprehensive course to familiarize communications personnel with the use of OnCall. Students will learn all of the essential functions of OnCall including navigating the application, entering and updating events, performing inquiries, handling units including updates and status changes, and communicating with other users. An introduction to the use of interfaces to such things as NCIC, state crime databases, and mobile units is also presented, if the interfaces are available. Students completing the course should have a good working knowledge of using HxGN OnCall Dispatch | Advantage.

This course also includes three (3) additional days of consulting to guide the Customer in developing its training plan and materials for end users.

MAJOR TOPICS

- Events – Creation, Updates, and Status Changes
- Mapping – Commands, Controls, and Views
- Units – Status Changes and Properties Updates
- Inquiries – Events, Units, and Employees
- Messaging – Send, Receive, and Attachments
- Using training guidelines and techniques for HxGN OnCall Dispatch | Advantage

PREREQUISITES

- Customer Environment fully staged and available
- HxGN OnCall Dispatch | Advantage fully licensed, staged, and available
- Credentials available
- Hexagon user account provisioned with local administrator rights on all appropriate servers and workstations

TRAINING DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Personnel responsible for training call-taking and dispatching staff
Duration	Four (4) Business Days
Student Capacity	Twelve (12), with a maximum of one (1) student per workstation

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HxGN OnCall Dispatch | Advantage Train-the-User (Qty: 4)

HxGN OnCall Dispatch | Advantage Train-the-User is a four-day comprehensive course to familiarize communications personnel with the use of OnCall. Students will learn all of the essential functions of OnCall including navigating the application, entering and updating events, performing inquiries, handling units including updates and status changes, and communicating with other users. An introduction to the use of interfaces to such things as NCIC, state crime databases, and mobile units is also presented, if the interfaces are available. Students completing the course should have a good working knowledge of using HxGN OnCall Dispatch | Advantage.

MAJOR TOPICS

- Events – Creation, Updates, and Status Changes
- Mapping – Commands, Controls, and Views
- Units – Status Changes and Properties Updates
- Inquiries – Events, Units, and Employees
- Messaging – Send, Receive, and Attachments

PREREQUISITES

- Customer Environment fully staged and available
- HxGN OnCall Dispatch | Advantage fully licensed, staged, and available
- Credentials available
- Hexagon user account provisioned with local administrator rights on all appropriate servers and workstations

TRAINING DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Call-taking and dispatching end users
Duration	Four (4) Business Days
Student Capacity	Twelve (12), with a maximum of one (1) student per workstation

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HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer (Qty: 1)

COURSE OVERVIEW

HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer is a two (2)-day comprehensive course to familiarize trainers with the operation and use of the HxGN OnCall Dispatch | Mobile Unit software. Trainers will learn all of the essential functions of HxGN OnCall Dispatch | Mobile Unit including navigating the application, creating, receiving and updating events, utilizing the map, performing inquiries, handling units including updates and status changes, and communicating with other users. Multiple agency-specific operations are also covered, including Law Enforcement related updates. Trainers completing the course should have a good working knowledge of HxGN OnCall Dispatch | Mobile Unit.

This course also includes four (4) additional days of consulting to guide the Customer in developing its training plan and materials for end users.

MAJOR TOPICS

- Create, receive and update active events
- Update active unit status and properties
- Submitting inquires for events and units
- Submitting and receiving messages
- Create and receive HxGN OnCall Dispatch | Informer queries from HxGN OnCall Dispatch | Mobile Unit
- Using training guidelines and techniques for HxGN OnCall Dispatch | Mobile Unit

PREREQUISITES

- Customer mobile hardware fully staged and available
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully licensed, staged, and available
- Credentials available
- Hexagon user account provisioned with local administrator rights on all servers and workstations
- Customer Data collection spreadsheets completed
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully staged and available on the trainer's workstation

COURSE DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Personnel responsible for training the field personnel that respond to CAD events (Law)
Duration	Two (2) Business Days
Student Capacity	Twelve (12), with a maximum of one (1) student per workstation

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HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer (Fire/EMS) (Qty: 1)

COURSE OVERVIEW

HxGN OnCall Dispatch | Mobile Unit Train-the-Trainer (Fire/EMS) is a one (1)-day comprehensive course to familiarize trainers with the operation and use of the HxGN OnCall Dispatch | Mobile Unit software. Trainers will learn all of the essential functions of HxGN OnCall Dispatch | Mobile Unit including navigating the application, creating, receiving and updating events, utilizing the map, performing inquiries, handling units including updates and status changes, and communicating with other users. Multiple agency-specific operations are also covered, including Fire and EMS related updates. Trainers completing the course should have a good working knowledge of HxGN OnCall Dispatch | Mobile Unit.

This course also includes four (4) additional days of consulting to guide the Customer in developing its training plan and materials for end users.

MAJOR TOPICS

- Create, receive and update active events
- Update active unit status and properties
- Submitting inquires for events and units
- Submitting and receiving messages
- Create and receive HxGN OnCall Dispatch | Informer queries from HxGN OnCall Dispatch | Mobile Unit
- Using training guidelines and techniques for HxGN OnCall Dispatch | Mobile Unit

PREREQUISITES

- Customer mobile hardware fully staged and available
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully licensed, staged, and available
- Credentials available
- Hexagon user account provisioned with local administrator rights on all servers and workstations
- Customer Data collection spreadsheets completed
- HxGN OnCall Dispatch | Advantage and HxGN OnCall Dispatch | Mobile Unit fully staged and available on the trainer's workstation

COURSE DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Personnel responsible for training the field personnel that respond to CAD events (Fire/EMS)
Duration	One (1) Business Day
Student Capacity	Twelve (12), with a maximum of one (1) student per workstation

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HxGN OnCall Dispatch | Mobile Responder Train-the-Trainer (Qty: 1)

Mobile Responder training is a Train-the-Trainer course designed to train Agency trainers in the use of the Mobile Responder product.

MAJOR TOPICS

- Using Mobile Responder on Smartphone or tablet
- Changing unit status
- Submitting inquiries
- Sending and receiving messages
- Updating unit properties
- Updating events
- Informer queries

PREREQUISITES

- Responsibility for mobile computing operations
- Assignment of at least one person who has been through OnCall Dispatch training to perform necessary dispatching and other CAD functions
- Availability of customer specific Mobile Responder configuration
- Availability of test or training Mobile Responder smartphone or tablet for use in class

TRAINING DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Designed for Mobile Responder Trainers
Duration	One (1) day, but can be changed depending on customer needs
Student Capacity	12

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HxGN OnCall Records Train-the-Trainer (Qty: 1)

This course provides training for the agency-designated trainers. All modules will be reviewed and related to each department in the agency such as Records, Patrol, Investigations, Evidence, and other departments. The users review the modules, searching capabilities, reporting, and other features in OnCall Records.

MAJOR TOPICS

- Navigating in OnCall Records
- Understanding the OnCall Records tabs: Hone, Reports, Search, Master Indices, Investigations, Court, Jail Management, Traffic, Evidence Management, Department, and Other Info
- Understanding the Master Indices (Master Name, Master Vehicle, Master Location)
- Reviewing the OnCall Records Modules
- Understanding the Master Indices (Master Name, Master Vehicle, Master Location
- Linking data
- Configuring alerts
- Exporting search results
- Setting alerts
- Understanding workflow
- Combining Master Index records
- Using canned and Report Server reports
- Using the Record Properties menu
- Using the Records Linked menu

PREREQUISITES

- Introduction to Windows course or equivalent knowledge and familiarity with the Windows user interface
- Understanding of basic Public Safety terminology
- Knowledge of agency business processes
- Agency modules to be used have been identified
- OnCall Records configuration complete
- OnCall Records Acceptance Testing complete

TRAINING DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	Agency trainers or end users
Duration	Four (4) Business Days
Student Capacity	Twelve (12), with a maximum of one (1) student per workstation

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HxGN OnCall Records NIBRS Report Generation Training (Qty: 1)

This course provides training for key personnel on the utilization of Hexagon NIBRS Reporting client.

MAJOR TOPICS

- Understanding the Statute table for NIBRS reporting
- Understanding the mastcode table for NIBRS Data Elements
- Navigating the Incident and Arrest/Juvenile Contact modules to identify NIBRS Data Elements for entry
- Review of Federal Data Elements
- Clearing NIBRS Validation errors
- Navigating the NIBRS Thin Client
- Generating monthly NIBRS reports
- Submitting monthly NIBRS reports
- Complex scenarios
- Understanding workflow

PREREQUISITES

- NIBRS Reporting Installation Task complete
- OnCall Records configuration complete
- OnCall Records Customer Functional Testing complete

TRAINING DETAILS

Method	Conducted remotely by Hexagon Personnel
Target Audience	Agency end users
Duration	Two (2) Business Days
Student Capacity	Twelve (12), with a maximum of one (1) student per workstation

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[redacted] Training (Qty: 1)

This [redacted] training course is designed for customers who have purchased an [redacted] license who have an interest in configuring their own [redacted] The Training class will be comprised of general [redacted] training and API specific training. Students will receive both classroom training and hands-on experience enabling them to build and manage interfaces using [redacted] and the CAD/RMS API.

Upon successful completion, trainees will be able to take the core concepts/fundamentals and be able to configure simple-to-moderate interfaces in [redacted] With the foundational knowledge provided, trainees will be able to continue to use [redacted] and build more complex interfaces over time, as that is the primary way to become a truly proficient user.

Please note the stated prerequisites and student capacity, as strict adherence is essential to the successful completion of this course.

MAJOR TOPICS

General [redacted] Knowledge

- Developing and deploying [redacted] Systems
- Understanding the Data Structures
- Business Rules Implementation
- Linking Systems together via Publish/Subscribe and Receive/Inject
- Generating / Consuming XML
- Advanced Knowledge Topics (topics will be customized to address customer interface needs)

API Knowledge

- Understanding the specific API functionality available
- Using [redacted] to communicate to the API
- Subscribing to Topics
- Subscribing to logs

PREREQUISITES

Trainees will need a laptop or computer with the [redacted] installed. In addition, strong adherence to the following prerequisites is mandatory:

- Responsibility for the administration, support, and maintenance of [redacted] and the systems/interfaces built within the application.
- Technical understanding of databases, [redacted], and network communications.
- Working knowledge of [redacted] This includes major networking components, including clients, servers, local area networks, network ports, and protocols.

TRAINING DETAILS

Method	Conducted on site by Hexagon Personnel
Target Audience	[redacted] User/Implementer
Duration	Four (4) days
Student Capacity	4-8, with a maximum of 1 student per workstation

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Attachment E-1 – OnCall Dispatch Specifications

[following this page]

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HxGN OnCall® Dispatch Suite

System Specifications

Release date: November 2024
Release version: 10.00.2409
Release type: On-premises and cloud
Released by: Hexagon Global Technology Center
Release method: Hexagon Global Software Delivery Process

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C



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Contents

Overview of System Specifications 5

HxGN OnCall Dispatch Server Specifications 6

Tier Definitions 7
Pod Replicas 8
Additional Mobile Server Information 9
Database Considerations 10
HxGN OnCall Dispatch Archive Server 10
RabbitMQ Servers 11
Off-Site Backup HxGN OnCall Dispatch Servers 11

HxGN OnCall Dispatch Client Specifications 12

HxGN OnCall Dispatch Clients 12
HxGN OnCall Dispatch | Mobile Unit Clients 14
HxGN OnCall Dispatch | Mobile Responder Clients 15
HxGN OnCall Dispatch | Tracker GPS Specifications 15
Video Responder and Security Guardian Specifications 15

Technical Support 16

Submit a Case Online 16

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Overview of System Specifications

This document provides the specifications for hardware required to support the HxGN OnCall® Dispatch system.

Hexagon's Safety, Infrastructure & Geospatial division has developed the following hardware requirements with the best possible performance and safety in mind. These requirements are intended to provide the required performance during a large incident.

All recommendations, specifications, or directions are based on certain assumptions and theoretical facts, and are not definitive. Prior to final reliance, it is necessary to test all such recommendations, specifications, and directions against actual anticipated use/load, actual configuration/customization, actual interfaces, actual workflows, and other such particulars; and, it is further necessary to make such adjustments as are dictated by appropriate evaluation of test results.

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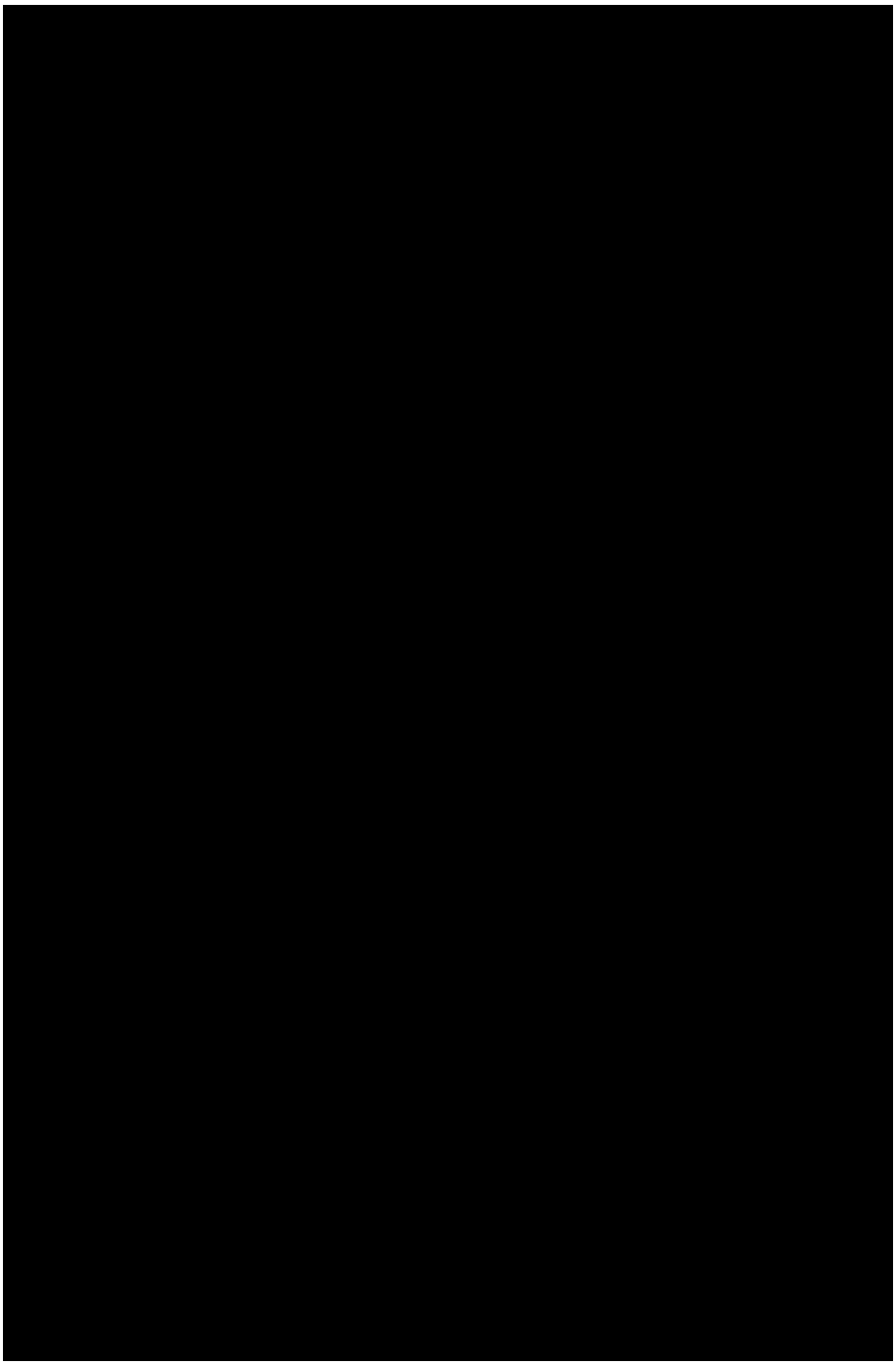
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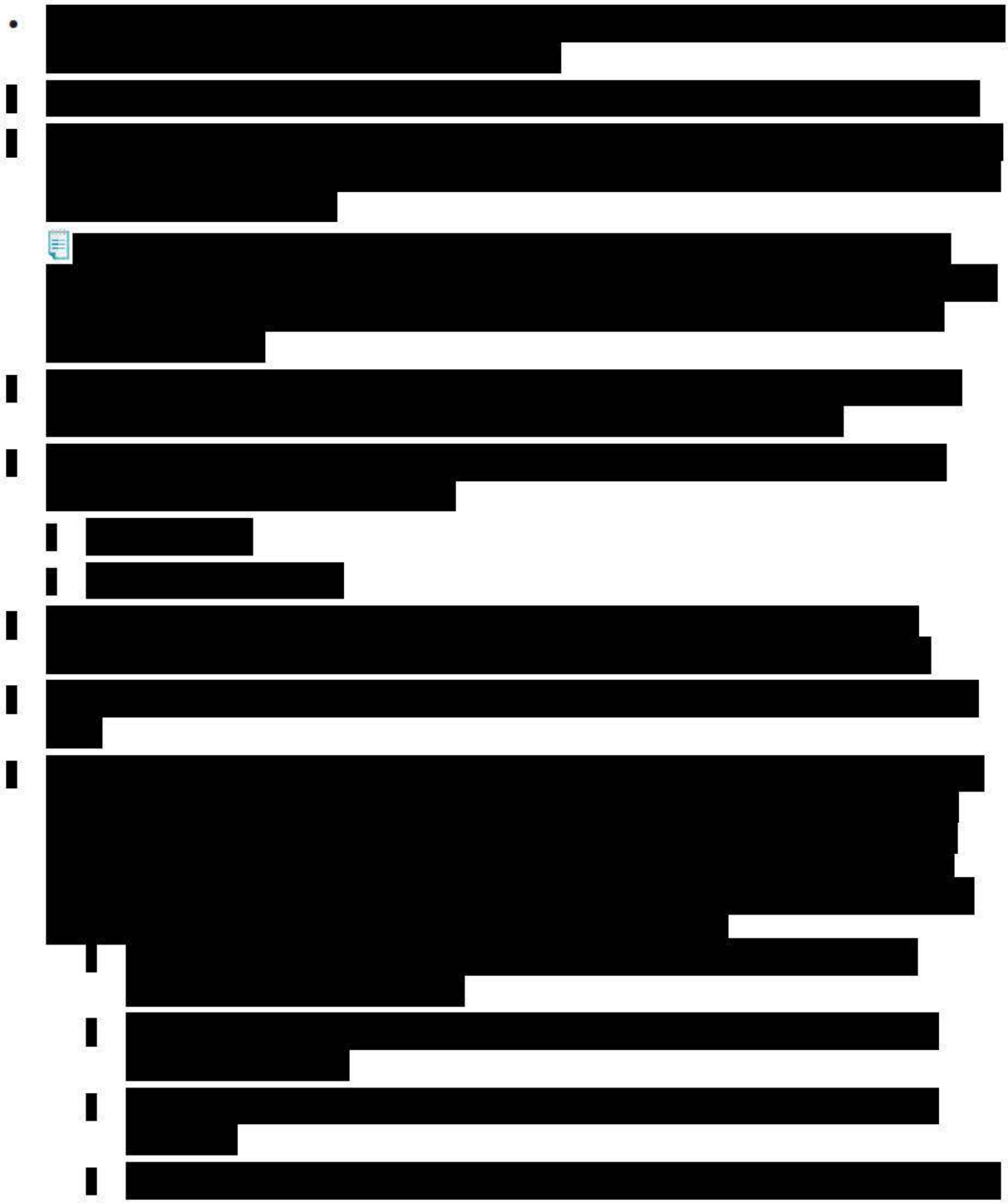
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Additional Mobile Server Information



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[redacted]

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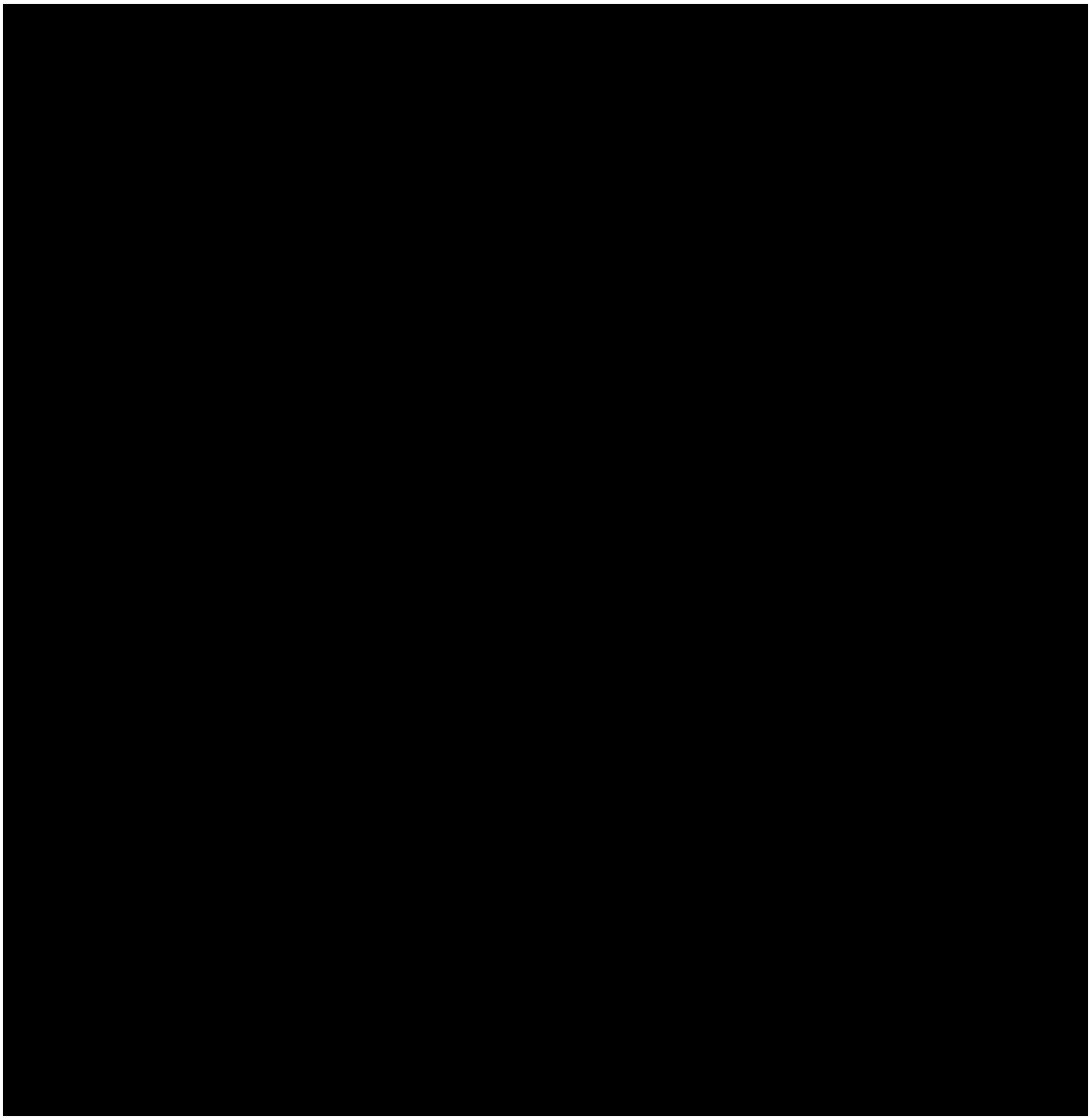
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HxGN OnCall Dispatch Client Specifications

The following specifications apply to both browser users and Electron application users.

For information on the browsers that were verified for this release, see the *HxGN OnCall Dispatch Supported Environments*.

HxGN OnCall Dispatch Clients



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HxGN OnCall Dispatch | Mobile Unit Clients



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HxGN OnCall Dispatch | Mobile Responder Clients

The following are the supported client devices for the Mobile Responder (also known as HxGN OnCall® Mobile) application:

- [redacted]
- [redacted]

Certification has been performed on a limited number of devices due to the diversity in [redacted] Testing has been performed with the platforms and devices listed at the beginning of this section. While other devices are viable, Hexagon recommends testing with a single device before purchasing large quantities.

[redacted]

HxGN OnCall Dispatch | Tracker GPS Specifications

For information on Tracker GPS protocols, see the *HxGN OnCall Dispatch | Tracker GPS Format Guide*.

Video Responder and Security Guardian Specifications

The client specifications match the OnCall Dispatch client specifications outlined in this document. However, for those systems where clients will be heavily relying on video, it is strongly recommended that all clients have [redacted] for optimal performance when dealing with streamed video. For servers, use the appropriate, standard OnCall Dispatch specifications.

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Technical Support

[redacted]

Submit a Case Online

[redacted]



[redacted]

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Attachment E-2 – OnCall Records Specifications

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HxGN OnCall® Records

System Requirements

Release date: 5/13/2022
Release version: 10.0
Release type: On-premises
Released by: Hexagon Global Technology Center
Release method: Hexagon Global Software Delivery Process

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Contents

Overview **4**

System Requirements **4**

Prerequisites 4
Database Server 4
Application Server 5
Client Workstations 5

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Overview

This document describes the system requirements for HxGN OnCall® Records from Hexagon's Safety, Infrastructure & Geospatial division.

System Requirements

Prerequisites

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

Database Server

[redacted]

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Application Server



Client Workstations



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Attachment F – System Configuration Diagram

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HEXAGON

Williamson County, TX
OnCall Dispatch & OnCall Records
Hardware & Software Configuration

December 2024

System Overview

Color Legend

Black – Base products
Red – Optioned products
Green – Customer-furnished products

TABLE OF CONTENTS

System Overview	Page 1
Hardware Specifications	Page 2
Client Hardware Specifications	Page 3
CAD Architecture Diagram	Page 4
RMS Architecture Diagram	Page 5
OnCall Mapping & Management Environments	Page 6
OnCall Dispatch Prod Environment	Page 7
OnCall Dispatch DR Environment	Page 8
OnCall Dispatch Test & Training Environments	Page 9
OnCall Records Prod Environment	Page 10
OnCall Records DR Environment	Page 11
OnCall Records Test & Training Environments	Page 12
Notes	Page 13

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HEXAGON

Williamson County, TX
OnCall Dispatch & OnCall Records
Hardware & Software Configuration

December 2024

Hardware Specifications

Color Legend

Black – Base products
Red – Optioned products
Green – Customer-furnished products

Production

[redacted]

Disaster Recovery

[redacted]

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HEXAGON

Williamson County, TX
OnCall Dispatch & OnCall Records
Hardware & Software Configuration

December 2024

Client Hardware Specifications

Color Legend

Black – Base products
Red – Optioned products
Green – Customer-furnished products

[redacted]

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HEXAGON

[redacted]

Williamson County, TX
OnCall Dispatch & OnCall Records
Hardware & Software Configuration

December 2024

OnCall Dispatch Architectural Diagram

Color Legend

Black – Base products
Red – Optioned products
Green – Customer-furnished products

[redacted]

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HEXAGON

Williamson County, TX
OnCall Dispatch & OnCall Records
Hardware & Software Configuration

December 2024

OnCall Records Architectural Diagram

Color Legend

Black – Base products
Red – Optioned products
Green – Customer-furnished products

[redacted]

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Williamson County, TX
OnCall Dispatch & OnCall Records
Hardware & Software Configuration

December 2024

OnCall Dispatch Management & Mapping Environments

Color Legend

Black – Base products
Red – Optioned products
Green – Customer-furnished products

Production

OnCall Management Environment

Disaster Recovery

OnCall Management Environment

[redacted]

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Williamson County, TX
OnCall Dispatch & OnCall Records
Hardware & Software Configuration

December 2024

OnCall Dispatch Production Environment

Color Legend

Black – Base products
Red – Optioned products
Green – Customer-furnished products

[redacted]

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Williamson County, TX
OnCall Dispatch & OnCall Records
Hardware & Software Configuration

December 2024

OnCall Dispatch Disaster Recovery Environment

Color Legend

Black – Base products
Red – Optioned products
Green – Customer-furnished products

[redacted]

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Williamson County, TX
OnCall Dispatch & OnCall Records
Hardware & Software Configuration

December 2024

CAD Test & Training Environments

Color Legend

Black – Base products
Red – Optioned products
Green – Customer-furnished products

OnCall Dispatch Test Environment

OnCall Dispatch Training Environment



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Williamson County, TX
OnCall Dispatch & OnCall Records
Hardware & Software Configuration

December 2024

RMS Production Environment

Color Legend

Black – Base products
Red – Optioned products
Green – Customer-furnished products

[redacted]

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HEXAGON

Williamson County, TX
OnCall Dispatch & OnCall Records
Hardware & Software Configuration

December 2024

RMS Disaster Recovery Environment

Color Legend

Black – Base products
Red – Optioned products
Green – Customer-furnished products

[redacted]

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HEXAGON

Williamson County, TX
OnCall Dispatch & OnCall Records
Hardware & Software Configuration

December 2024

RMS Test Environment

Color Legend

Black – Base products
Red – Optioned products
Green – Customer-furnished products

OnCall Records Test Environment



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HEXAGON [redacted]

Williamson County, TX
OnCall Dispatch & OnCall Records
Hardware & Software Configuration

December 2024

Notes

Color Legend

Black – Base products
Red – Optioned products
Green – Customer-furnished products

Client Notes:

1. OnCall Dispatch Advantage can use the Customer's map source via a URL provided by the Customer. However, Hexagon recommends the Customer have a dedicated highly available separate instance of the map for OnCall to access.

General Notes:

1. Hexagon assumes that the Local Area Network (LAN), the wide area network (WAN), Active Directory, and Domain Name System (DNS) infrastructure will be provided and staged by the Customer. Each web client connection consumes roughly [redacted], so the network between the clients and the web server must have sufficient capacity to handle all concurrent clients.
2. All workstations, PCs, laptops, and specified peripheral hardware provided by the Customer are assumed to meet the specifications delineated on this diagram.
3. Hexagon assumes that the Customer will provide WAN communications, including wireless network communications.
4. [redacted].
5. The hardware specifications provided in this diagram do not account for the capacity that may be required for converted data.
6. [redacted]
7. This Configuration Diagram illustrates the proposed hardware and software configuration at the time of submission. During implementation, the Hexagon Implementation Team, or a Hexagon subcontractor, may alter this configuration to reflect the negotiated system or alter the location of software to take advantage of efficiencies determined following submission.
8. Non-production interface licenses are available for proposed interfaces. However, implementation is subject to Customer's ability to provide connection to the applicable system. All third-party external interface connections required for non-production Environments are the responsibility of the Customer and/or third-party vendor(s).
9. The OnCall test environment is sized for functional testing. If the Customer desires to perform load testing in the test environment, then the specifications in this configuration diagram will need to be re-evaluated and adjusted.
10. HxGN OnCall Mobile Server is a no-cost administration tool used to manage the Mobile Responder app.
11. CCU refers to concurrent client user
12. Hexagon assumes that the customer will provide all client access licenses (CALs) to maintain system compliancy with Microsoft policy.
13. [redacted] and associated training courses is included to allow the Customer to be able to create interfaces as they need. [redacted]
14. The Operational Reports component of OnCall Dispatch is normally configured to point to the archive server, [redacted]. For those customers that find this acceptable, the read-only reporting replica is not required. For those that feel the need to have the data pulled directly from live or those that plan to create additional customized operational reports, the read-only replica is recommended to prevent performance impacts from malformed reports.

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Attachment G-1 – Exhibit A - CAD/Mobile Functional Specifications Matrix

[following this page]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Item #	Specification
	Global System Features
G-1	Ability for authorized user to perform any system tasks from any authorized workstation.
G-2	Ability to display all times as local time.
G-3	Ability to configure format in which dates are stored.
G-4	Ability to operate in a Windows environment to support concurrent processing.
G-5	Ability to support standard Windows functionality (e.g., shortcuts) throughout all applications in the proposal.
	Ability for system to automatically adjust number sequencing for, but not limited to, the below options:
G-6	Yearly
G-7	Monthly
G-8	Weekly
G-9	Daily
G-10	By Agency
G-11	By Jurisdiction
G-12	Client-defined value
G-13	Ability for system to automatically account for daylight savings time and any required parameter (timestamps, time displays) change to daylight savings.
G-14	Ability to log and display all times in military (24 hour) clock format.
G-15	Ability for all date and timestamps to be system generated.
G-16	Ability to configure all date and timestamps.
G-17	Ability to format all date and timestamps differently by agency.
	Ability to provide the user with feedback as to the success or failure of an action, including, but not limited to:
G-18	Audible alert
G-19	Visual alert
G-20	Other
G-21	Ability to save data to an off-site backup environment.
	Ability to provide seamless integration among system components:
G-22	Within applications (e.g., amongst modules)
G-23	Between applications (e.g., between CAD and agency RMS)
	Geofile and Mapping Requirements

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G-24	Ability for CAD and other applications to share the same geofile.
G-25	Ability to import GIS data from an ESRI-based source.
G-26	Ability to export GIS data into an ESRI-based source.
G-27	Ability to read GIS data natively within the application.
G-28	Ability to utilize a regional data hub for source data management.
G-29	Ability to integrate with ESRI ArcGIS REST API for map layers

[redacted]

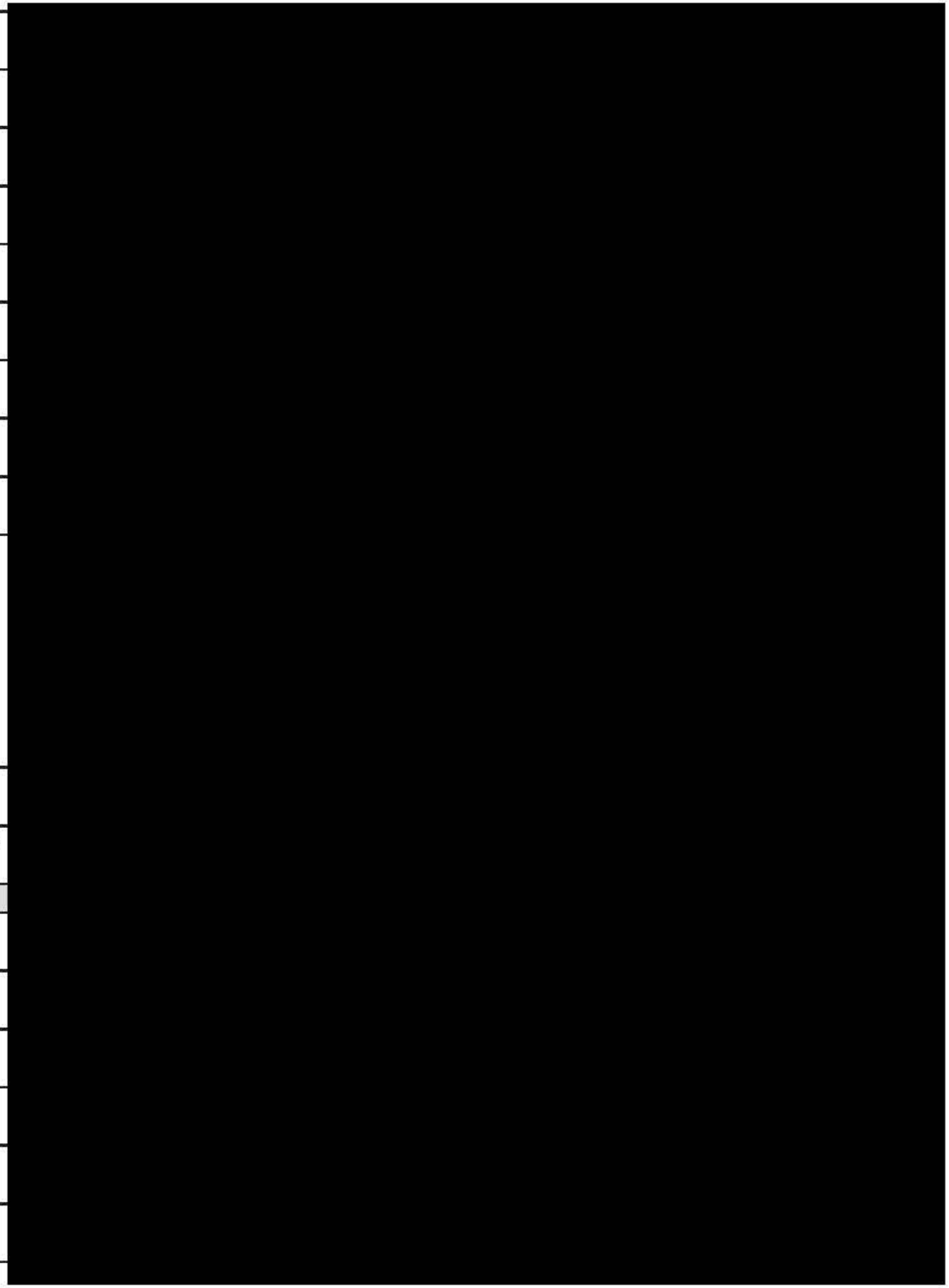
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G-30	Ability to accommodate an unlimited number of map layers.
G-31	Ability to create as many map layers as needed.
G-32	Ability to select multiple map layers for display, limited only by the number of available map layers.
G-33	Ability to turn map layers off and on.
G-34	Ability to alert user that additional information (e.g., layers) is available.
	Ability to associate geofile data with the following:
G-35	Address
G-36	Allowed direction of travel
G-37	Beats
G-38	Census tract
G-39	Cross street
G-40	Entire common place or business name and aliases
G-41	Fire zone box

[redacted]

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G-42	Division
G-43	High and low cross streets
G-44	Location type
G-45	Jurisdiction
G-46	Neighborhood
G-47	Reporting district
G-48	Response area
G-49	Sectors
G-50	X/Y coordinates
G-51	Ability to import GIS data from a spatial database into CAD geofile.
G-52	Ability to add geofile layers as needed.
G-53	Ability to force adherence to user-defined addressing standards (e.g., abbreviations, directions, etc.).
	Ability to cross-reference addresses and locations with:
G-54	Entire common place or business name and aliases
G-55	Fire-defined reporting areas
G-56	Law enforcement-defined reporting areas
G-57	Location type
G-58	Other identifiers
G-59	Street aliases



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G-60	X/Y coordinates
G-61	X/Y/Z coordinates
G-62	Zip codes
G-63	Ability to validate all location entries against a master geofile either from a geofile mask or from the command line.
G-64	Ability to change reporting boundaries (e.g., areas, beats, districts, etc.).
	Ability to support agency-defined location entries including, but not limited to:
G-65	Airport, including ramps, runways, terminal names and numbers
G-66	Apartment building name
G-67	Apartment number (e.g., ½, #5, 2D, D2)
G-68	Bike paths
G-69	Block range
G-70	Business name
G-71	Census tract
G-72	City
G-73	Civic associations (e.g., COPS areas, neighborhoods, community names)
G-74	Common place name
G-75	County
G-76	District
G-77	Exact address (including fractional addresses, alphanumeric)
G-78	Intersections

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G-79	Law enforcement district/sector or fire station
G-80	Limited access roadways and highways
G-81	Mile markers
G-82	Public Transporttion System
G-83	Rail System
G-84	On ramps, off ramps, exit numbers (including directionals)
G-85	Partial/misspelled street names
G-86	Prefix
G-87	Reporting area
G-88	Street abbreviation
G-89	Street alias
G-90	Street name
G-91	Street type
G-92	Suffix
G-93	Trail markers
G-94	Water markings (piers, buoys, nautical navigation, landmarks)
G-95	X/Y coordinates
G-96	X/Y/Z coordinates
G-97	Zip code / Keymap
G-98	Zones

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-99	Ability for a single layer to contain overlapping polygons.
G-100	Ability to summarize geofile entries for printing.
G-101	Ability to test new geofile updates "offline" for accuracy and errors, prior to updating the "live" geofile.
G-102	Ability to flag errors in mapping layers so as to provide data to system administrator for future corrections (e.g., user inserts a flag to indicate a missing block)
G-103	Ability to update the system with a new geofile without system downtime or degradation.
G-104	Ability for geofile updates to be recognized without requiring logging off and logging back on to the system.
G-105	Ability to include overlays and overhead photography in mapping application.
G-106	Ability to attach files to addresses (e.g., apartment maps, photos, aerial images).
G-107	Ability to attach premise information (e.g., hazards) to addresses.
G-108	Ability to connect natively to external data map/web services (e.g., Street View, Google Maps/Earth, ArcGIS map services).
G-109	Ability to click on a location on a map and pull up any supplemental information (e.g. fire pre-plan, hazards, incident history) associated with that location.
G-110	Ability to display flags on locations containing additional information (e.g. fire pre-plans, hazards, incident history).
G-111	Ability to limit the ability to attach files to addresses based on user ID.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-112	Ability to support a map layer for aerial spatial images.
	Address Validation
G-113	Ability to geoverify location of all entered addresses.
G-114	Ability to override geoverified location.
G-115	Ability to create a report of all overridden geoverified locations.
G-116	Ability to enter addresses outside of clients jurisdiction.
G-117	Ability to support geofile entry of a specific address within a block range.
	System Administration
	Major Functions and Features
G-118	Ability to manage all configuration files, passwords, security tables and interfaces.
G-119	Ability for system administrator to define function keys.
G-120	Ability to assign users to multiple security groups.
G-121	Ability to configure users' windows depending on the user's job function and security level.
G-122	Ability to configure the location of automatically displayed message and dialog boxes, including error messages.
G-123	Automatically displayed message and dialog boxes, including error messages, are consistent throughout the application.
G-124	Ability to monitor network and system performance, notifying agency-defined devices or user account when specific triggers are met.
G-125	Ability to seal and archive records and store sealed records in an archival database.
G-126	Ability to configure the display attributes of automatically displayed message and dialog boxes, including error messages.
	Common editing actions allowed with all fields and data:
G-127	Cut
G-128	Copy
G-129	Paste
G-130	Cut, Copy, Paste between forms
G-131	Insert
G-132	Delete
G-133	Sort
G-134	Print screen
G-135	Tab through form fields
G-136	Back-tab through form fields

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-138	Resize windows
G-139	Find
G-140	Replace
G-141	Ability to use the numeric keypad for number entry
G-142	Ability to use an external numeric keypad for number entry
G-143	Point and click
G-144	Drag and drop
G-145	Drop-down lists
G-146	Vertical scroll bar, when the vertical data displayed is larger than the defined area.
G-147	Ability to configure word wrap, when the horizontal data displayed is larger than the defined area.
G-148	Ability to configure word wrap to break between words, not within words.
G-149	Ability to configure a horizontal scroll bar, when the horizontal data displayed is larger than the defined area.
G-150	Ability to configure a standard spell check on definable narrative fields.
G-151	Ability to remotely log out a workstation (mobile or desktop).
G-152	Ability to remotely lock a workstation (mobile or desktop), requiring a password to unlock.
	Code Tables
G-153	Ability to define codes for drop down menus (e.g., BRO for brown, BLU for blue, etc.).
G-154	Obsolete code table values are not displayed on drop down lists for data entry.
G-155	Ability to maintain the system, including code tables, securely via remote workstations.
G-156	Ability to maintain the system, including code tables, securely via web-based remote workstations.
	Ability to import and export data tables to and from a standard format, but not limited to:
G-157	Spreadsheet
G-158	comma-separated value text file
G-159	[redacted]
G-160	Ability to define codes without character length limitations.
G-161	Ability to define codes using alphanumeric characters.
G-162	Ability to make changes and additions to the code tables without modification to or recompilation of the application software.
G-163	Ability to make changes and additions to the code tables without requiring a workstation restart.

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G-164	tables without requiring users to log off and back on.
G-165	Ability to modify code tables without advanced database knowledge.
G-166	Ability to designate code table values as obsolete and unavailable for current use, preventing further entry of that value, yet retain the value in the table for inquiries on historical data.
G-167	Ability to create a new code and merge/link historical records to a new code.
G-168	Ability to store the date a code table value becomes obsolete.
G-169	Ability to store the date a code table value becomes effective.
G-170	Obsolete code table values are not displayed on drop down lists f
G-171	Ability to retain deleted table information with the capability to perform an archive and final purge.
G-172	Ability to share code tables among application components.
G-173	Ability to notify users of code table updates upon logging onto the system after the update is made.
G-174	Ability to notify users of geofile updates upon logging onto the system after the update is made.
	Security Administration
G-175	Ability to create multiple security groups defining who has various levels of audit trail access permissions.
G-176	Ability to restrict access to administrative functions and access by security level (e.g., buttons, windows, etc.).
G-177	Ability to define what information will display on screen by security level (e.g., buttons, windows, etc.)
G-178	Ability to provide role-based security per facilities for authorization functions.
G-179	Ability to list who has access to what modules, functions, and databases.
	Ability to restrict user access or group access to files and data fields for specified transactions:
G-180	Add/create
G-181	Attach to email or send via other electronic method
G-182	Delete
G-183	Inquiry
G-184	Modify
G-185	Print
G-186	View
G-187	Ability to separately secure add, modify, delete, and inquiry functions.
G-188	Ability of system administrator to change user IDs.

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	ser profiles based on:
G-189	Agency
G-190	Security group
G-191	User ID
G-192	User name
G-193	Any combination of the above
G-194	Ability to restrict access based on both user and workstation (desktop or mobile).
G-195	Ability to access administrative functions from any workstation, with appropriate security access.
G-196	Ability to prevent users from creating ad hoc reports on fields to which they do not have proper security permissions.
	Documentation and Online Help Requirements
	System Documentation
	Ability to provide a System Administrator's Guide containing:
G-197	All documentation detailing system functions, screen layouts, file structures, linking map, data structure, data dictionary/schema and application program design
G-198	All documentation required to perform all system management functions
G-199	Performance monitoring and troubleshooting
	Ability to provide the System Administrator's Guide:
G-200	In an electronic format
G-201	In printed form
	Ability to provide updates to the System Administrator's Guide as they are developed:
G-202	In an electronic format
G-203	In printed form
	Ability to provide a System User's Guide containing all documentation required by systems users:
G-204	In an electronic format
G-205	In printed form
G-206	"Quick reference" user guide
G-207	Cheat sheets
G-208	FAQ's
	Ability to provide updates to the System User's Guide as they are developed:
G-209	In an electronic format
G-210	In printed form

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G-211	Ability to access help menu via either the mouse or a keyboard command.
G-212	Ability to print directly from the online help window.
G-213	Ability to provide context-sensitive help in the form of prompts and instructions.
G-214	Ability to provide context-sensitive help only upon a user request.
G-215	Ability to provide help facility for any operation in progress via a function key from any screen or field within any application.
G-216	Ability to provide help facility via function key or icon from any screen or field within any application.
	Ability to maintain online agency-specific documentation and procedures, including:
G-217	Glossary of terms
G-218	Glossary of error codes
G-219	Software help file updates must not override changes made to help files specific to agency-customized documentation.
G-220	Ability to use context sensitive help when finding information about an item on the screen. User should be able to place the cursor on the item and execute no more than one key stroke to obtain help information.
G-221	Ability to include online help documentation that provides step-by-step instructions on how to use the system.
G-222	Ability to provide training modules through help menu.
G-223	Ability to search help files by keywords.
G-224	Ability to edit text in help files to address agency-specific topics.
	Help File Administration
G-225	Ability for help file to automatically update at the time of all version/release updates.
G-226	Ability for system administrator to create/edit error messages.
G-227	Ability to use different fonts, styles, colors and symbols in help files.
G-228	Ability to track user ID and revision dates when online user documentation is revised/changed.
G-229	Ability to provide help files in a Windows help format.
G-230	Ability to bookmark topics.
	Ability for help file to:
G-231	Include or exclude complete phrase searches
G-232	Include or exclude untitled topic searches
G-233	Include or exclude similarity searches

G-235	Utilize context sensitive help providing brief operational definitions for selected items on a screen
G-236	Ability to augment vendor-supplied online help tables with additional information (e.g., add notes to a topic that are viewable along with the vendor-supplied information).
G-237	Ability for updates to help tables to not override additions made by agency.
	Query and Reporting Features
	Data Warehouse (DW) or Reporting (RPT) Server Capability
G-238	The system maintains a separate external database outside the CAD network; secure, but accessible to CAD users and authorized non-CAD external users.
G-239	The system supports writing CAD record data to the DW/RPT server automatically, real-time, as entered in the CAD system.
G-240	The system provides a method to write the final version of the CAD record data to the DW/RPT server on event closure.
G-241	The DW/RPT server stores all data associated with the event record (e.g., event, unit, remarks).
G-242	The system supports DW/RPT server security that allows view-only rights to the data.
G-243	All external CAD data inquiries can be directed to the DW/RPT server instead of the production server.
G-244	The DW/RPT server platform and storage utilize commercial off-the-shelf (COTS) hardware and software.
G-245	The DW/RPT server supports automatic requests for data from external, previously-approved applications.
G-246	The DW/RPT server supports record- and field-based security to restrict viewing of records and fields based on the assigned role, discipline, and jurisdiction at login (e.g., the DW/RPT server security features allow data related to a Law Enforcement jurisdiction to be accessible only to users that login to the DW/RPT server with that role and department clearly defined).
	Query and Report Generating Tool
	Ability to provide a consistent reporting and query tool that can:
G-247	Create interactive query requests
G-248	Access multiple files/tables in a single query (e.g., data for different years, data for all modules).
G-249	Allow the end user to design screen and report formats

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-251	Create reports from any data in the system
G-252	Define temporary fields which may or may not be output
G-253	De-select records/rows in combination with selection of records.
G-254	Generate a map
G-255	Sort selected records/rows by key/index and non-key/non-index fields
	Ability for query/report generating tool to:
G-256	Allow development of user help facilities at the system level
G-257	Run in background mode
G-258	Support all record accesses allowed by the DBMS
G-259	Support the use of third party query tools
G-260	Ability to provide online help for reporting and query tool.
	Ability to present statistics in graphical formats, including, but not limited to the following:
G-261	Pin maps
G-262	Bar graphs
G-263	Pie charts
G-264	Density maps
G-265	Line graphs
G-266	Thematic maps
G-267	Tables with data banners (i.e., pivot tables, cross-tabs)
G-268	Venn diagrams
G-269	ESRI map based
	Ability for query/report generating tool to handle:
G-270	A full suite of statistical operations
G-271	Arithmetic operations, including fractiles and percentiles
G-272	Logic operations
G-273	Prompted queries
G-274	Ability to dynamically reference map layers to provide geospatial analysis.
	Ability to provide a report-formatting facility that accesses:

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-276	Data formats
G-277	Editing rules for a field
G-278	Field headings
G-279	Field sizes
G-280	Formatting rules
G-281	Ability to include subtotals and totals on ad hoc reports.
G-282	Ability to include incorporated statistical functions (e.g., minimum, maximum, range, average, etc.) into ad hoc reports.
	Query Masks
G-283	Ability to use standard screen formats for all inquiries.
G-284	Ability to use predefined data entry forms/screens (masks).
	Query Return Features
G-285	Ability to narrow down searches (search within a search).
G-286	Ability to select any result from a query and drill down for detailed information (e.g., hyperlink).
G-287	Ability to drill down on query results.
G-288	Ability to set default databases for queries.
G-289	Ability to save queries for later use.
G-290	Ability to save queries to a central "query library."
G-291	Ability for all authorized users to access the general library of user-created ad-hoc reports.
G-292	Ability for system to support automatic data suppression for repetitive data.
	Ability to restrict queries that result in large volumes of data by:
G-293	Providing a warning of the numbers of records found
G-294	Providing a warning of the size of records found
G-295	Requesting users to prompt the system to continue the query
G-296	Requesting users to prompt the system to cancel the query
G-297	Ability to find a specific report by querying any populated field associated with that report.
G-298	Ability to clearly indicate when additional information (e.g., more query returns) is available.
G-299	Ability for query returns to indicate the information source.
G-300	Ability to export query results into a standard tools (e.g., Access, Excel, ArcGIS).
G-301	Ability to identify which query results (e.g., columns) to export.
G-302	Ability to print query returns at any time.
G-303	Ability to design a custom form for query output.
G-304	Ability to direct query results to any printer.
G-305	Ability to direct query results to any terminal.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-306	d as defined by the system administrator (i.e., first 10 records, etc.).
G-307	Ability to view a specified number of records found as defined by the end user (i.e., first 10 records, etc.).
G-308	Ability to sort query results by any criteria (e.g., most recent to oldest, by priority, etc.).
	Ability to restrict user actions by:
G-309	Displaying a single page of data at a time
G-310	Using prompts to continue/refine/alter the query
G-311	Warning of the number of records found
G-312	Ability to export query returns into other features (e.g., messaging, email).
	Ability to restrict agency-defined query returns from dissemination by the following:
G-313	Email
G-314	Messaging
	Global Report Features
G-315	Ability to create standard reports that can be made available to all system users.
G-316	Ability for users to put their own queries/reports in a "dashboard"
G-317	Ability to generate reports from ad hoc query results.
G-318	Ability to route reports to pre-selected individuals or groups.
G-319	Ability to schedule reports to be automatically created.
G-320	Ability to schedule reports to be automatically electronically distributed.
	Ability to automatically generate user-defined date range reports based on a pre-determined schedule:
G-321	Daily
G-322	Weekly
G-323	Monthly
G-324	Annually (calendar)
G-325	Annually (fiscal)

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-326	Based on request
	Ability to produce standard reports containing, at a minimum, the following:
G-327	Agency logo
G-328	Date and time range for the contents of the report
G-329	Date report was printed
G-330	Page number
G-331	Report author
G-332	Report header with department name
G-333	Specified search parameters (e.g., sector, fire zone boxes, unit ID, etc.)
G-334	Ability to save reports for subsequent viewing and/or printing.
G-335	Ability to scratch/delete reports after viewing and/or printing.
G-336	Ability to optionally generate a report in HTML (i.e., for viewing on the intranet or internet).
G-337	Ability to make standard reports available for publishing on the intranet or internet.
	Ability to export data into each of the following formats (please note any limitations):
G-338	ASCII, comma-delimited
G-339	Compatible with MS Office Suite
G-340	DBF
G-341	ESRI-compatible layer
G-342	HTML
G-343	PDF
G-344	Report Generator
G-345	Rich Text Format
G-346	XML
G-347	XTML
	Global Print Features
G-348	Ability to print all code tables and screens by ranges.
G-349	Ability to prevent the printing of selected information.
G-350	Ability to define printing privileges by security group and/or user ID.
	Ability to selectively print system information:
G-351	Print single record
G-352	Print group/all records
G-353	Print all except specific records
	Ability for print report options to include:
G-354	Cancel report print jobs
G-355	Color/black and white

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-356	, number of pages)
G-357	Queue reports for later printing
G-358	Select printer
G-359	Select workstation
G-360	Specify number of copies
G-361	Specify page ranges and multiple pages
G-362	Specify portrait or landscape mode, where appropriate
G-363	Ability to identify redacted fields within a printed report.
G-364	Ability to view all reports in a print preview mode on screen.
G-365	Ability to cancel a print.
	Ability to require the following prior to allowing a user to print a report:
G-366	Date and time (system generated)
G-367	Name of user printing report
G-368	Reason for printing (drop down list)
G-369	User ID (system generated)
	Global System
	DevSecOps
	During the development process it is verified that:
G-370	A code analysis tool is in use that can detect potentially malicious code, such as time functions, unsafe file operations and network connections.
G-371	The application source code and third party libraries do not contain unauthorized phone home or data collection capabilities. Where such functionality exists, obtain the user's permission for it to operate before collecting any data.
G-372	The application does not ask for unnecessary or excessive permissions to privacy related features or sensors, such as contacts, cameras, microphones, or location.
G-373	The application source code and third party libraries do not contain back doors, such as hard-coded or additional undocumented accounts or keys, code obfuscation, undocumented binary blobs, rootkits, or anti-debugging, insecure debugging features, or otherwise out of date, insecure, or hidden functionality that could be used maliciously if discovered.

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-374	ries do not contain time bombs by searching for date and time related functions.
G-375	The application source code and third party libraries do not contain malicious code, such as salami attacks, logic bypasses, or logic bombs.
G-376	The application source code and third party libraries do not contain Easter eggs or any other potentially unwanted functionality.
G-377	The application has a client or server auto-update feature, updates should be obtained over secure channels and digitally signed. The update code must validate the digital signature of the update before installing or executing the update.
G-378	The application employs integrity protections, such as code signing or subresource integrity. The application must not load or execute code from untrusted sources, such as loading includes, modules, plugins, code, or libraries from untrusted sources or the Internet.
	The solution verifies that:
G-379	The application has protection from subdomain takeovers if the application relies upon DNS entries or DNS subdomains, such as expired domain names, out of date DNS pointers or CNAMEs, expired projects at public source code repos, or transient cloud APIs, serverless functions, or storage buckets (autogen-bucket-id.cloud.example.com) or similar. Protections can include ensuring that DNS names used by applications are regularly checked for expiry or change.
G-380	The application has defenses against HTTP parameter pollution attacks, particularly if the application framework makes no distinction about the source of request parameters (GET, POST, cookies, headers, or environment variables).
G-381	Frameworks protect against mass parameter assignment attacks, or that the application has countermeasures to protect against unsafe parameter assignment, such as marking fields private or similar.
G-382	All input (HTML form fields, REST requests, URL parameters, HTTP headers, cookies, batch files, RSS feeds, etc) is validated using positive validation (allow lists).

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-383	Structured data is strongly typed and validated against a defined schema including allowed characters, length and pattern (e.g. credit card numbers, e-mail addresses, telephone numbers, or validating that two related fields are reasonable, such as checking that suburb and zip/postcode match).
G-384	URL redirects and forwards only allow destinations which appear on an allow list, or show a warning when redirecting to potentially untrusted content.
G-385	All untrusted HTML input from WYSIWYG editors or similar is properly sanitized with an HTML sanitizer library or framework feature.
G-386	Unstructured data is sanitized to enforce safety measures such as allowed characters and length.
G-387	The application sanitizes user input before passing to mail systems to protect against SMTP or IMAP injection.
G-388	The application avoids the use of eval() or other dynamic code execution features. Where there is no alternative, any user input being included must be sanitized or sandboxed before being executed.
G-389	The application protects against template injection attacks by ensuring that any user input being included is sanitized or sandboxed.
G-390	The application protects against SSRF attacks, by validating or sanitizing untrusted data or HTTP file metadata, such as filenames and URL input fields, and uses allow lists of protocols, domains, paths and ports.
G-391	The application sanitizes, disables, or sandboxes user-supplied Scalable Vector Graphics (SVG) scriptable content, especially as they relate to XSS resulting from inline scripts, and foreignObject.
G-392	Application sanitizes, disables, or sandboxes user-supplied scriptable or expression template language content, such as Markdown, CSS or XSL stylesheets, BBCode, or similar.
G-393	Output encoding is relevant for the interpreter and context required. For example, use encoders specifically for HTML values, HTML attributes, JavaScript, URL parameters, HTTP headers, SMTP, and others as the context requires, especially from untrusted inputs (e.g. names with Unicode or apostrophes, such as ねこ or O'Hara).
G-394	Output encoding preserves the user's chosen character set and locale, such that any Unicode character point is valid and safely handled.

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-395	rst, manual - output escaping protects against reflected, stored, and DOM based XSS.
G-396	Data selection or database queries (e.g. SQL, HQL, ORM, NoSQL) use parameterized queries, ORMs, entity frameworks, or are otherwise protected from database injection attacks.
G-397	Where parameterized or safer mechanisms are not present, context-specific output encoding is used to protect against injection attacks, such as the use of SQL escaping to protect against SQL injection.
G-398	The application protects against JSON injection attacks, JSON eval attacks, and JavaScript expression evaluation.
G-399	The application protects against LDAP injection vulnerabilities, or that specific security controls to prevent LDAP injection have been implemented.
G-400	The application protects against OS command injection and that operating system calls use parameterized OS queries or use contextual command line output encoding.
G-401	The application protects against Local File Inclusion (LFI) or Remote File Inclusion (RFI) attacks.
G-402	The application protects against XPath injection or XML injection attacks.
G-403	The application uses memory-safe string, safer memory copy and pointer arithmetic to detect or prevent stack, buffer, or heap overflows.
G-404	Format strings do not take potentially hostile input, and are constant.
G-405	Sign, range, and input validation techniques are used to prevent integer overflows.
G-406	Serialized objects use integrity checks or are encrypted to prevent hostile object creation or data tampering.
G-407	The application correctly restricts XML parsers to only use the most restrictive configuration possible and to ensure that unsafe features such as resolving external entities are disabled to prevent XML eXternal Entity (XXE) attacks
G-408	Deserialization of untrusted data is avoided or is protected in both custom code and third-party libraries (such as JSON, XML and YAML parsers).
G-409	When parsing JSON in browsers or JavaScript-based backends, JSON.parse is used to parse the JSON document. Do not use eval() to parse JSON.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-410	All components are up to date, preferably using a dependency checker during build or compile time.
G-411	All unneeded features, documentation, sample applications and configurations are removed.
G-412	If application assets, such as JavaScript libraries, CSS or web fonts, are hosted externally on a Content Delivery Network (CDN) or external provider, Subresource Integrity (SRI) is used to validate the integrity of the asset.
G-413	Third party components come from pre-defined, trusted and continually maintained repositories.
G-414	The attack surface is reduced by sandboxing or encapsulating third party libraries to expose only the required behaviour into the application.
G-415	Build and deployment processes are performed securely and repeatedly, such as CI / CD automation, automated configuration management, and automated deployment scripts.
	Security
G-416	Ability to comply with applicable Criminal Justice Information Services Division (CJIS) requirements, described in the most recent version of the Criminal Justice Information Services Security Policy provided by the U.S. Department of Justice.
G-417	Ability to comply with the Health Insurance Portability and Accountability Act (HIPAA), restricting information from view or access when appropriate.
G-418	Ability to encrypt data transmissions.
G-419	The system does NOT include hidden or "backdoor" accounts.
G-420	The system does NOT contain default accounts.
G-421	The information system automatically audits the creation, modification, enabling, disabling, and removal of accounts.
G-422	Users are required to log out when the organization-defined time period of inactivity is reached or in accordance with organization-defined description of when to log out.
G-423	If shared group accounts are permitted, the information system terminates shared/group account credentials when members leave the group.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-424	The system employs the principle of least privilege, allowing only authorized access for users(and processes acting on behalf of users) which are necessary to accomplish assigned tasks in accordance with organizational missions and business functions.
	The information system:
G-425	Audits the execution of privileged functions.
G-426	Prevents non-privileged users from executing privileged functions including: disabling implemented security safeguards/countermeasures, circumventing security safeguards/countermeasures, and altering implement security safeguards/countermeasures.
G-427	Limits the number of concurrent sessions to a configurable number of sessions for privileged access and & number of sessions for non-privileged access.
G-428	Automatically terminates a user session after organization-defined conditions or trigger events requiring session disconnect occurs.
G-429	Monitors and controls remote access methods.
G-430	Implements cryptographic mechanisms to protect the confidentiality and integrity of remote access sessions.
G-431	Routes all remote accesses through the organization-defined number of managed network access control points.
G-432	Protects wireless access to the system using encryption and authentication of users or devices.
G-433	Is capable of auditing successful and unsuccessful logon events, account management events, object access, policy change, privilege functions, process tracking, and system events. (For web applications: The organization determines that the application is capable of auditing all administrator activity, authentication checks, authorization checks, data deletions, data access, data changes, and permission changes.)
G-434	Generates audit records containing information that establishes the type of event that occurred, when and where the event occurred, the source of the event, outcome of the event, and the identity of any individuals or subjects associated with the event.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-435	connection, transaction, or activity duration, and for client-server transactions, the number of bytes received and bytes sent with additional informational messages to diagnose or identify the event and characteristics that describe or identify the object or resource being acted upon.
G-436	Alerts the organization-defined personnel or roles in the event of an audit processing failure.
G-437	Provides an audit reduction and report generation capability that supports on-demand audit review, analysis, reporting requirements, and after-the-fact investigations of security incidents.
G-438	Provides an audit reduction and report generation capability that does not alter the original content or time ordering of audit records.
G-439	Provides the capability to process audit records for events of interest within audit records.
G-440	Uses internal system clocks to generate time stamps for audit records.
G-441	Records time stamps for audit records that meet the organization's defined granularity of time measurement and can be mapped to Coordinated Universal Time(UTC) or Greenwich Mean Time(GMT).
G-442	Compares the internal information system clocks with the organization-defined authoritative time source at least hourly.
G-443	Synchronizes the internal information system clocks to the authoritative time source when the time difference is greater than one(1) hour.
G-444	Protects audit information and tools from unauthorized access, modification, and deletion.
G-445	Allows the organization-defined personnel or roles to select which auditable events are to be audited by specific components of the system.
G-446	Prevents the installation of organization-defined software and firmware components without verification that such components have been digitally signed using a certificate that is recognized and approved by the organization.
G-447	Enforces access restrictions for change and support auditing of the enforcement actions.
G-448	Uniquely identifies and authenticates organizational users(or processes acting on behalf of organizational users).

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-449	ork access to privileged accounts(i.e. administrator and management accounts).
G-450	Implements multifactor authentication for network access to non-privileged accounts.
G-451	Implement multifactor authentication for local access to privileged accounts.
G-452	Replays-resistant authentication mechanisms for network access to privileged accounts.
G-453	Implements multifactor authentication for remote access to privileged and non-privileged accounts such that one of the factors is provided by a device separate from the system gaining access and the device meets modern authentication protocol requirements.
G-454	Identifies and authenticates organization-defined devices before establishing a local, remote, or network connection.
G-455	Enforces a minimum password complexity of case sensitive, minimum of twelve(12) characters, and at least one upper-case, letter, lower-case letter, number, and special character for password based authentication. (This control may be considered compliant if password policies are compliant with NIST SP 800-63B Memorized Secret(Section 5.1.1) Guidance)
G-456	Stores and transmits only encrypted representations of passwords.
G-457	For PKI-based authentication, validates certifications by verifying a certification path to an accepted trust anchor and checking certificate status information when constructing and verifying the certification path.
G-458	For PKI-based authentication, enforces authorized access to the corresponding private key.
G-459	For PKI-based authentication, maps the authenticated identity to the account of the individual or group.
G-460	For PKI-based authentication, implements a local cache of revocation data to support path discovery and validation in case of inability to access revocation information via the network.
G-461	Obscures feedback of authentication information during the authentication process to protect the information from possible exploitation/use by unauthorized individuals.
G-462	Implements mechanisms for authentication to a cryptographic module that meet the requirements of applicable federal laws, Executive Orders, directives, policies, regulations, standards, and guidance for such authentication.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-463	izational users(or processes acting on behalf of non-organizational users)
G-464	Separates user functionality (including user interface services) from information system management functionality.
G-465	Prevents unauthorized and unintended information transfer via shared system resources.
G-466	Describe the information system's ability to protect against or limit the effects of denial of service attacks.
G-467	Protects the availability of resources by allocating resources on the basis of priority, quota, and/or organization-defined safeguards.
G-468	Does the information system monitor and control communications at the system's external boundary and key internal boundaries within the system?
G-469	Implements subnetworks for publicly accessible system components that are physically and/or logically separated from internal organizational networks.
G-470	Connects to external networks or information systems only through managed interfaces consisting of boundary protection devices arranged in accordance with an organizational security architecture.
G-471	Denies network traffic by default and only allow network communications traffic by exception at managed interfaces.
G-472	Prevents split tunneling for remote devices.
G-473	Routes organization-defined internal communications traffic to organization-defined external networks through authenticated proxy servers at managed interfaces.
G-474	Fails securely in the event of an operational failure of a boundary protection device.
G-475	Protects confidentiality and integrity of transmitted information.
G-476	Implement cryptographic mechanisms to prevent unauthorized disclosure of information and detect changes to information during transmission, unless otherwise protected by a hardened or alarmed carrier Protective Distribution System (PDS).

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-477	Terminates the network connection associated with a communication session at the end of the session or after no longer than 30 minutes for RAS-based sessions and no longer than 60 minutes for non-interactive user sessions of inactivity.
G-478	Implements FIPS-validated or NSA-approved cryptography.
G-479	Provides additional data origin and integrity verification artifacts along with the authoritative name resolution data the system returns in response to external name/address resolution queries.
G-480	Provides the means to indicate the security status of child zones and enable verification of a chain of trust among parent and child domains(if the child supports secure resolution services), when operating as part of a distributed, hierarchical namespace.
G-481	Requests data origin authentication and perform data integrity verification on the name/address resolution responses the system receives from authoritative sources.
G-482	Protects the authenticity of communications sessions.
G-483	Protects the confidentiality and integrity of customer data at rest.
G-484	Employs cryptographic mechanisms to prevent unauthorized disclosure and modification of customer data.
G-485	Verifies the correct operation of security functions and performs this verification at least monthly and upon system startup and/or restart.
G-486	Notifies system administrators and security personnel of failed security verification tests and discovered anomalies in security functions.
G-487	When anomalies are discovered during security function verification, shuts the information system down, restarts the information system, and/or performs other alternative action(s).
G-488	Performs an integrity check of organization-defined software, firmware, and information at least monthly and upon startup and/or security-relevant events.
G-489	Checks the validity of organization-defined information inputs.
G-490	Generates error messages that provide information necessary for corrective actions without revealing information that could be exploited by adversaries.
G-491	Reveals error messages only to authorized organization personnel or roles.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-492	iards to protect its memory from unauthorized code execution.
G-493	The information systems that collectively provide name/address resolution service for the organization are fault-tolerant.
G-494	Internal/external role separation is implemented for the information systems that collectively provide name/address resolution service for the organization.
	Ability to provide security at the following levels:
G-495	Application
G-496	Database
G-497	Field
G-498	Record
G-499	Screen/Transaction
G-500	System
	Ability to provide security controls by:
G-501	Agency
G-502	Function
G-503	User ID
G-504	Terminal ID
	Ability to view, add, maintain, modify and delete user profiles based on:
G-505	User ID
G-506	User name
G-507	Title/Role (e.g., Chief)
G-508	Rank
G-509	Location
G-510	Security group
G-511	Agency
G-512	Ability to create temporary security profiles.
G-513	Ability to combine, alter and model security roles for specific groups.
G-514	Ability to tie security to personnel module for automated security provisioning driven by work assignment.
G-515	Ability to lock out a user who is deemed a security risk while that user is on-line (e.g., logged into the system).
G-516	Ability to define what information will display on screen for a given security level.
G-517	Ability to prevent users from creating ad hoc reports on fields to which they do not have proper security permissions.
G-518	Ability to integrate with Microsoft Active Directory network management functionality (i.e. LDAP)
G-519	Ability to link security profiles to Active Directory user groups.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-520	ıe event Active Directory becomes unavailable.
G-521	Ability to allow tiered access to information based on login ID and other authentication practices.
G-522	Ability to support alternate authentication technologies (i.e., ID card, security token, biometrics, etc.).
G-523	Ability to assign security access by physical device (e.g., PCs, terminals, etc.).
G-524	Ability to mask or encrypt a data element as confidential information for security purposes.
G-525	Ability to flag a data element as confidential information for security purposes.
	System Design Attributes
G-526	The proposed system supports and is compatible with standard anti-virus software without conflict or performance degradation.
G-527	The proposed system supports [redacted].
G-528	The proposed system supports [redacted].
G-529	The proposed system supports [redacted].
G-530	The proposed database operating environment uses standard, industry-accepted database management software.
G-531	As a multi-node CAD system, the system will interface with multiple email gateways for notifications.
G-532	The system availability is 99.999% uptime.
G-533	The system has the capability to allow users to continue to create, view, and modify event data if the workstation connection to the CAD server is lost (offline) for any reason.
G-534	Static table data can be migrated from the current CAD to the Proposer's CAD system (historic data migration)

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-535	s CAD application and module updates (new versions) are developed and certified to work with installed/current operating system updates/versions.
G-536	The system network protocol is Transmission Control Protocol (TCP)/Internet Protocol (IP) compliant.
	System Backups
G-537	The system provides a means to perform regular (e.g., daily, weekly) backups, have a robust redundancy plan for the backups and support on-demand access, deployment and management of the backup data.
G-538	Performing the backup procedure does not degrade system performance.
G-539	The system has the capability to roll-back to the date of the last backup.
G-540	The system has the capability of point-in-time recovery.
G-541	When a failure occurs, the system creates an error log that provides sufficient documentation for the agency to establish the cause of the failure.
G-542	Once a failed server has been restored to operational capability, it automatically reconnects with the CAD network without user intervention.
G-543	Once a failed server has been restored to operational capability, the system will send notifications to designated devices and personnel.
G-544	In the event that any disk or other synchronized storage device is out of sync, the system automatically synchronizes the deficient storage device without user intervention and without degrading the system performance.
	Disaster Recovery (DR)
G-545	The system supports a failover process for all [redacted] and/or workstations.
G-546	The system supports regular DR failover tests, switching operations from the primary to the DR site.
G-547	The Disaster Recovery system can be set up at a location physically remote from the primary public safety answering point (PSAP).
G-548	The Disaster Recovery system can be operated and maintained from a remote location.
G-549	The Disaster Recovery system functions as a hot standby Disaster Recovery site.
G-550	All operations of the primary site can be performed at the Disaster Recovery site.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-551	ate as a fully-functional standalone site.
G-552	Switching operations from the primary facility to the Disaster Recovery facility can be performed by an authorized user.
G-553	Switching operations from the Disaster Recovery facility to the primary facility can be performed by an authorized user.
G-554	The system at the Disaster Recovery facility can be switched to run as the primary CAD system provider, with the workstations at the failover facility and primary facility operating as live CAD workstations.
G-555	The workstations at the Disaster Recovery facility can be configured to operate on the primary system as additional workstations.
G-556	The Disaster Recovery failover does not require system shutdown and restart.
G-557	Events active prior to the Disaster Recovery failover are available as active events after the failover activation with no loss of data.
G-558	The system supports the management of servers and/or workstations using imaging software.
G-559	Redundant servers can be updated and maintained without degradation to primary system operation.
G-560	If placed off-line, backup servers come on-line automatically and synchronize without degradation to primary system operation.
G-561	The switch to the backup servers is seamless and transparent to users and performance is not degraded.
G-562	The system delivers a system message to selected workstations (e.g., supervisor, administrator) that primary operations have been switched to the backup system.
G-563	The system operates on backup servers without degradation to services or response time.
G-564	The system can be switched between the primary and backup servers on a regular basis and operate on either system indefinitely.
	Network Printers and Printing:
G-565	CAD workstations will be assigned a default printer.
G-566	CAD system printers will be networked and available to all workstations on the network.
G-567	When generating a print job, a user does not have to select a printer; the default printer will be automatically selected.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-568	lotter to print maps, color printer when printing reports).
G-569	Event data can be printed at any time during an event.
G-570	Closed events can be printed.
G-571	Event data may be printed to any CAD-configured printer.
G-572	Print of event data may be restricted to printing at a designated, secure printer at the discretion of the agency.
G-573	Print of event data may be restricted based on user, role and workstation security.
G-574	The system is capable of generating an event print option that does not contain non-public information (e.g., name of caller, caller telephone number, social security number).
G-575	When an item is submitted for printing, a confirmation message is returned to the workstation initiating the print request when completed.
G-576	Print transactions (including print screen) are recorded in the transaction/audit log and include the user identification (ID) and workstation ID initiating the print function.
	Remote Access Workstations
G-577	The system supports access to the CAD system from workstations that are not directly connected to the CAD network.
G-578	The system supports a time-out feature for remote workstations that are inactive for an agency-defined time period.
G-579	The system allows access from a remote workstation through the use of web-based protocols.
G-580	The system is capable of configuring remote status monitor-only workstations.
G-581	Remote status monitor-only workstations may be excluded from the time-out feature.
G-582	System access from a remote workstation does not require a dedicated circuit, unless required to comply with CJIS.
G-583	Remote access is restricted to those authorized through the system security function and secured passwords (e.g., dual-factor authentication).
G-584	System access from a remote workstation will support Advanced Encryption Standard (AES) without degrading system throughput.
G-585	Remote workstation access to the CAD system complies with CJIS, State, and Agency security requirements.
	Logons and Logoffs

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-586	ord for the entire application environment.
G-587	Ability for a single user to be logged onto multiple workstations at the same time (e.g., logged into mobile computer in a vehicle and logged onto a station computer at the same time).
G-588	Ability to require that users logon to the system prior to operating any system functions.
G-589	Ability to track user logon/logoff times and locations for time reporting purposes.
G-590	Ability to support two-factor logon.
G-591	Ability to support third-party identification devices for logons.
G-592	Ability to restrict a logoff if primarily responsible for defined incidents and units.
G-593	Ability to automatically log and report a sign-in on top of someone who is already logged in.
G-594	Ability to automatically logoff a user after an agency-defined predetermined period of inactivity, based on user type and location.
G-595	Ability to Administratively disable automatic logoff for secured workstations.
G-596	Ability to provide system-generated warning message prior to disabling device or user, and extend or reset automatic sign-off timer.
G-597	Ability to save user's data or session prior to automatically logging off the user.
G-598	Ability to display date and time of last session upon user logon.
	Ability to provide system generated message to system administrator or supervisor when an agency-defined number of unsuccessful sign-on attempts have occurred. The message must include, at a minimum:
G-599	Date and time
G-600	Number of attempts
G-601	User ID
G-602	Workstation ID
G-603	Ability to distribute system generated message to system administrator or supervisor via email.
G-604	Ability to “lock out” a user and close applications after agency-defined number of attempted logons.
G-605	Ability to disable "lock out" feature.
G-606	Ability to provide varying security levels (application to be accessed, menu-option level) defined to the user level.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-607	Ability to provide a secure lock-out with quick re-authentication to restrict access to systems from an unattended workstation.
G-608	Ability to prevent any external agency from having access to update, alter or delete data.
G-609	Ability to highlight, flag or otherwise alert users with the appropriate security access that a record or data element is confidential.
G-610	Ability to display message of "record not on file" or "record contents locked for security reasons - contact <name> for more information" to users without appropriate security access when searching for a confidential item.
G-611	Ability to globally restrict access to operating system.
	User IDs and Passwords
G-612	Ability to maintain a history of de-activated user IDs.
G-613	Ability to have multiple administrative accounts.
G-614	Ability for vendor support to be provided via unique support accounts.
G-615	Ability to require the user to change individual password at logon after a user-defined time interval.
G-616	Ability for the systems administrator to reset password.
G-617	Ability for shift supervisors to reset passwords.
G-618	Ability for all passwords to be changed at agency-defined intervals, by user, with the ability to set a global maximum time.
G-619	Ability to disable password expiration feature.
G-620	Ability to require the user to enter a new password twice (e.g., to verify password).
G-621	Ability to produce auto-notification of impending password expiration.
G-622	Ability to enforce strong passwords per CJIS requirements.
G-623	Ability for user ID to be non-case-sensitive.
G-624	Ability for individual system users to change their own passwords.
G-625	Ability for system administrator to add and delete users.
G-626	Ability for system administrator to delete password when deleting a user.
G-627	Ability to prevent reuse of previous agency-defined number of passwords.
G-628	Ability for system administrator to disable an account.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-629	t passwords when stored and sent (i.e., no clear text passwords).
G-630	Ability for agency to define which user-groups can reset passwords (or create a security group that can reset passwords).
G-631	Ability for agency to define password and user ID creation criteria.
	Audit Trails
G-632	Ability to create a security group defining who has audit trail access permissions.
	Ability to maintain an audit trail at the following levels:
G-633	Individual
G-634	Record
G-635	Module
G-636	Application
	Ability to log all actions including, but not limited to :
G-637	Changes
G-638	Updates
G-639	Errors
G-640	Security violations
G-641	Attempted breaches
G-642	File maintenance transactions (e.g., create, read, add, update, delete transactions)
G-643	Inquiries to all internal and external systems
G-644	Transaction entries
G-645	Any report sent to a printer
G-646	Override
G-647	Successful sign-on
G-648	Unsuccessful sign-on attempts
G-649	Unauthorized attempts to access data
	Ability to store audit trail data including, but not limited to:
G-650	User ID
G-651	User name
G-652	Terminal ID
G-653	Printer ID
G-654	Security level
G-655	Date and time stamp
G-656	Transaction type
G-657	Input, edit, deletion or inquiry
G-658	Before and after values of modified data
G-659	Type of data accessed during an inquiry
G-660	Reason any information was deleted
G-661	Reason any information was changed or updated

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

G-663	Ability to review all computer activity performed by a specified user during a period of time.
G-664	Ability to log all vendor access to system (e.g., record a description of all vendor activity).
G-665	Ability to use the master source to synchronize time stamps for all application components.
G-666	Ability to maintain historical data based on an agency-defined length of time.
G-667	Ability to maintain file history so that field value changes can be viewed both before and after change occurred.
G-668	Ability to view all audit records for all databases.
G-669	Ability to view all audit records for all fields.
G-670	Ability to set audit log purge criteria.
G-671	Ability to perform purge based on criteria.
G-672	Ability to date, timestamp, view and audit all inquiries.
G-673	Ability of the system to assign a unique identifier to each record (i.e., log ID).
G-674	Ability to comply with CJIS requirements of NCIC and III transactions.
G-675	Ability for all audit and logging functionality to be configurable.
G-676	Ability to view audit trails online.
	Ability to display a record and see (e.g., via a function key):
G-677	Who made last change to record
G-678	Time and date stamp of last change to record
G-679	Modifications made to record (before and after values)
G-680	Ability to extract reports from the audit trail.
G-681	Ability to search for and by any data in the audit trail.
G-682	Ability to secure audit log from user tampering.
G-683	Ability to archive audit trails based on transaction type and/or date.
G-684	Ability to manually archive information based upon user-specified parameters (time, file size, etc.)
G-685	Ability to automatically archive information based upon user-specified parameters (time, file size, etc.)
G-686	Ability to easily query archived and current information by any combination of criteria.
G-687	Ability to configure the size the audit log must be before it is archived.
G-688	Ability to maintain file history so that field value changes can be viewed both before and after change occurred.

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

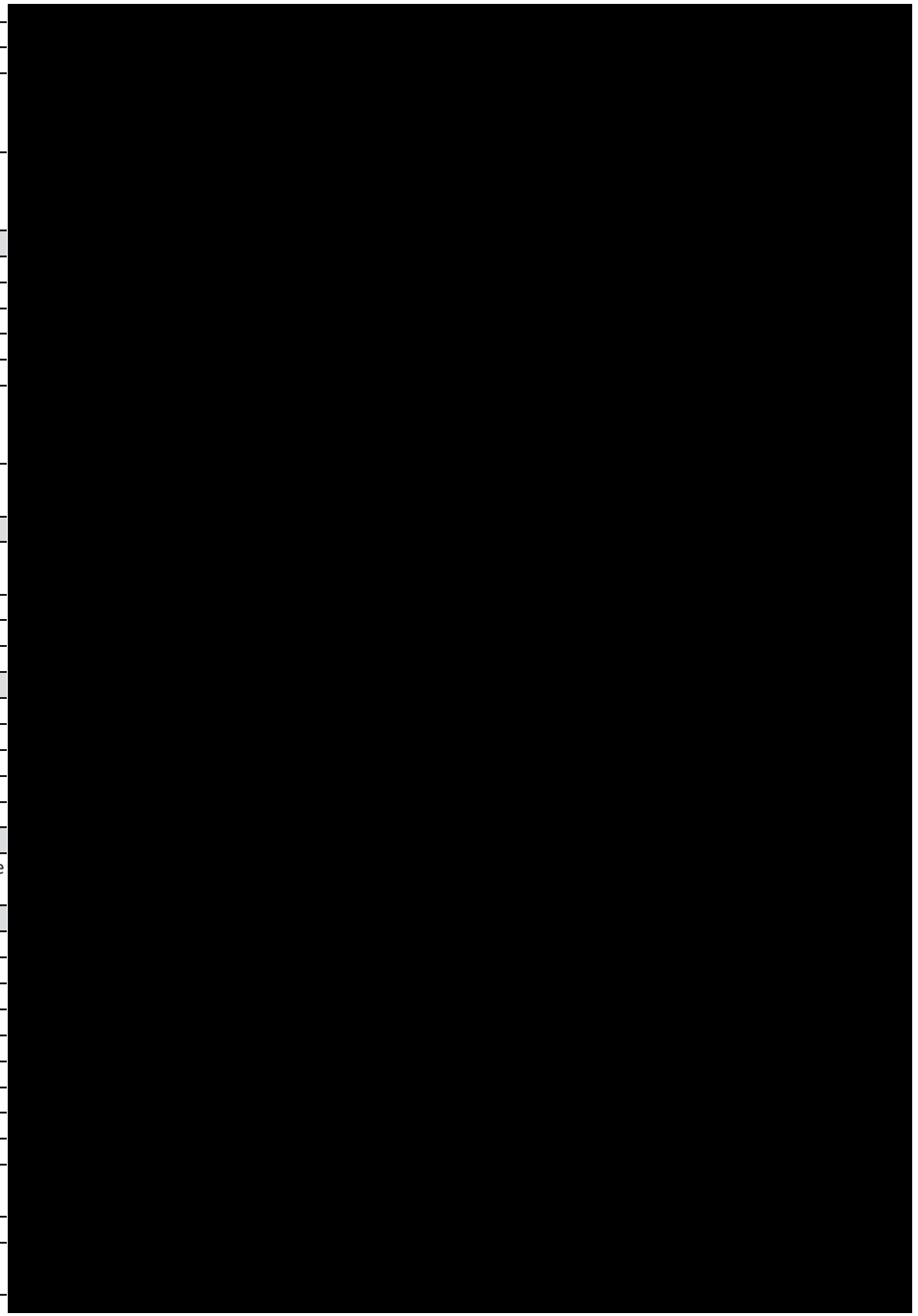
Request for Proposals
Computer Aided Dispatch - Functional Specifications

Item #	Specification	Vendor Response	Vendor Comments
	Global CAD Features		
	Ability to handle multiple types of public safety agencies or disciplines:		
C-1	Law Enforcement		
C-2	Fire		
C-3	EMS		
C-4	Other public service units		
	Ability for authorized user to configure any CAD workstation to handle:		
C-5	Either call taking or dispatching functions		
C-6	Both call taking and dispatching functions		
C-7	CAD Adminstrator functions		
C-8	Ability to configure any CAD workstation to accommodate a color-blind user (e.g., using icons, symbols, or text instead of colors).		
C-9	Ability to dispatch any configured agency/discipline units from the same CAD application windows without significant changes.		
C-10	Ability to comply with all standards associated with NFPA 1221's installation, maintenance and usage of emergency services communications systems.		
C-11	Ability to comply with published NENA NG9-1-1 standards.		

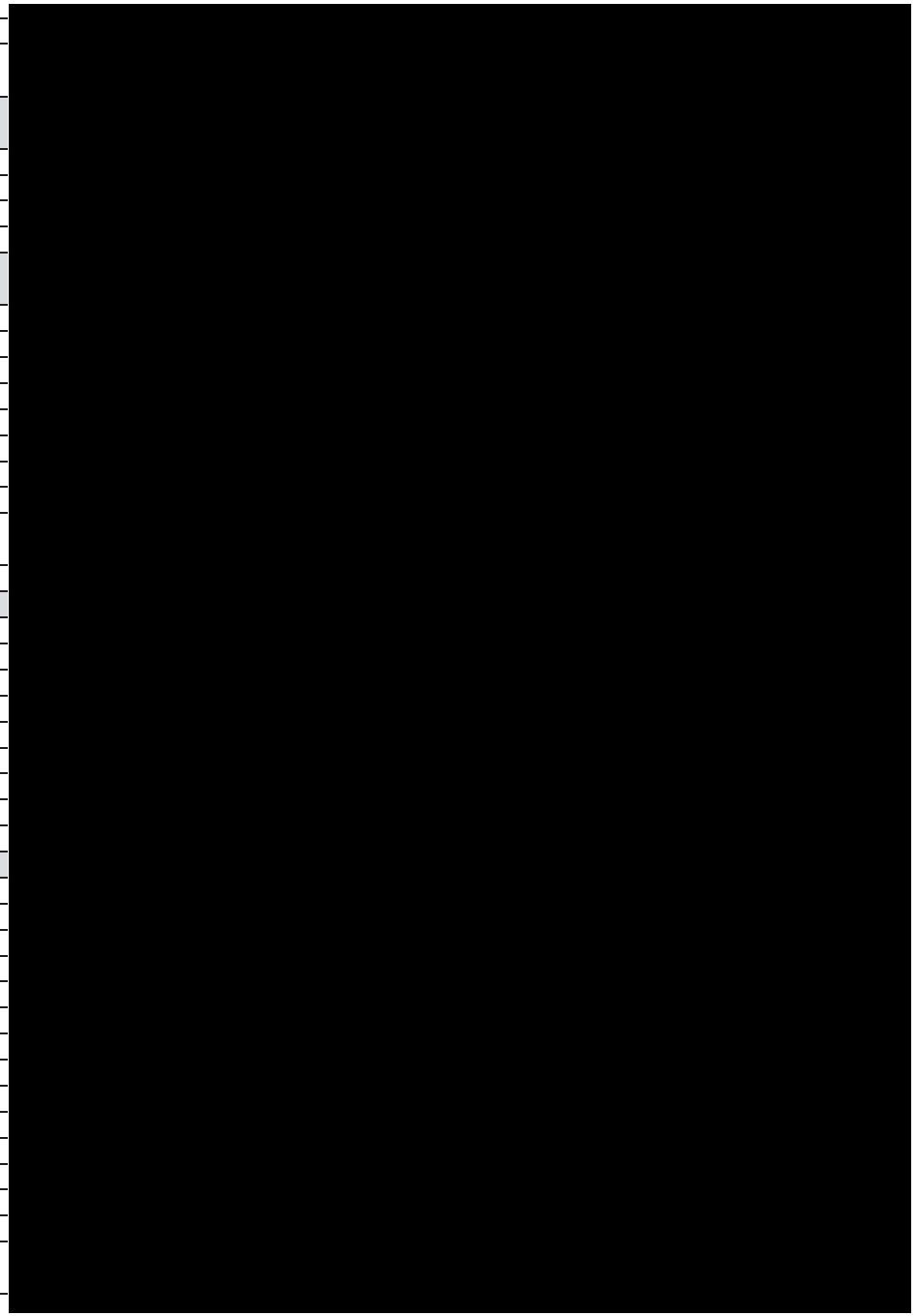
C-12	Ability to comply with all NIEM standards.	[redacted]
C-13	Ability to support both closest, most appropriate unit (based on AVL) dispatching and beat-based or "run card" dispatching.	
C-14	Ability for each agency using the CAD system (i.e., Police and Fire) to enable and disable agency-specific resource recommendations.	
	Ability to log all CAD transactions, including, but not limited to:	
C-15	Additional units added to call	
C-16	Any change in unit location	
C-17	Any status change	
C-18	At patient	
C-19	At staging location	
C-20	Call assigned to unit's call queue	
C-21	Call dispatched	
C-22	Call priority change	
C-23	Call received	
C-24	Call re-routed	
C-25	Call reviewed	
C-26	Call transferred from E9-1-1 to CAD system	
C-27	Cleared	
C-28	Corrections, edits and deletions	
C-29	Other agency notifications	
C-30	Data Entry	
C-31	En route	
C-32	Error messages	
C-33	First due status	
C-34	Geoverification	
C-35	In area	
C-36	Incident appended or merged to another incident	
C-37	Incident closed	
C-38	Incident linked or associated to another incident	
C-39	Incident reopened	
C-40	Incident supplemented	
C-41	Incident updated	
C-42	Last-known unit location	
C-43	Location change	
C-44	Narrative changes	
C-45	On-scene	
C-46	Pre-empt (swap unit between incidents)	
C-47	Subsequent dispatcher reviews call	
C-48	Transferred to dispatcher (call entered)	
C-49	Unit receives call on mobile device and/or Mobile Data Terminal	
C-50	Unit reviews call (if different from unit receives call)	
C-51	Unit name or number	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-52	Vehicle number
C-53	Ability to capture all Mobile logon/logoff data.
C-54	Ability to integrate CAD with existing email system on desktop.
C-55	Ability for CAD system to automatically send email notifications based upon user-defined criteria.
	Ability to access a browser-based CAD for:
C-56	Read-only purposes
C-57	Enter calls
C-58	Edit calls
C-59	Request Case number
C-60	Close calls
C-61	Ability to allow two users to operate on the same CAD screen simultaneously (e.g., to allow a trainer and trainee to work on the same call).
C-62	When multiple users are working on the same call, all user actions are logged but last-entered value retained.
	CAD Dashboard
C-63	Ability to have an agency-configurable external-to CAD dashboard that summarizes ongoing CAD activities.
C-64	Ability to configure CAD dashboard features by agency.
C-65	Ability to configure CAD dashboard features by login.
C-66	Access to CAD dashboard can be publicly-accessible.
	Ability to provide alerts to CAD dashboard when:
C-67	Staffing levels fall below minimum threshold
C-68	Activity exceeds an identified threshold
C-69	Alarm levels exceeds an identified threshold
C-70	Any agency-defind trigger threshold is met
C-71	Any agency-defind trigger threshold is met
	Application User Interface
C-72	Ability for agency to determine which window configuration options are configurable at the user level.
	Ability for users to customize window views, including, but not limited to:
C-73	Font size
C-74	Font colors
C-75	Font type
C-76	Window background color
C-77	Window sizes
C-78	Window locations
C-79	What fields are displayed
C-80	Order in which fields are displayed
C-81	Ability to save window configurations based on user IDs (e.g., not workstation-specific).
C-82	Ability for all configured colors to match throughout the application (e.g., unit status color is the same in active queue as displayed in map)
C-83	Ability to maintain window configuration settings during upgrades.
C-84	Ability to allow a return to system default settings within at least 2 key strokes or a single command.



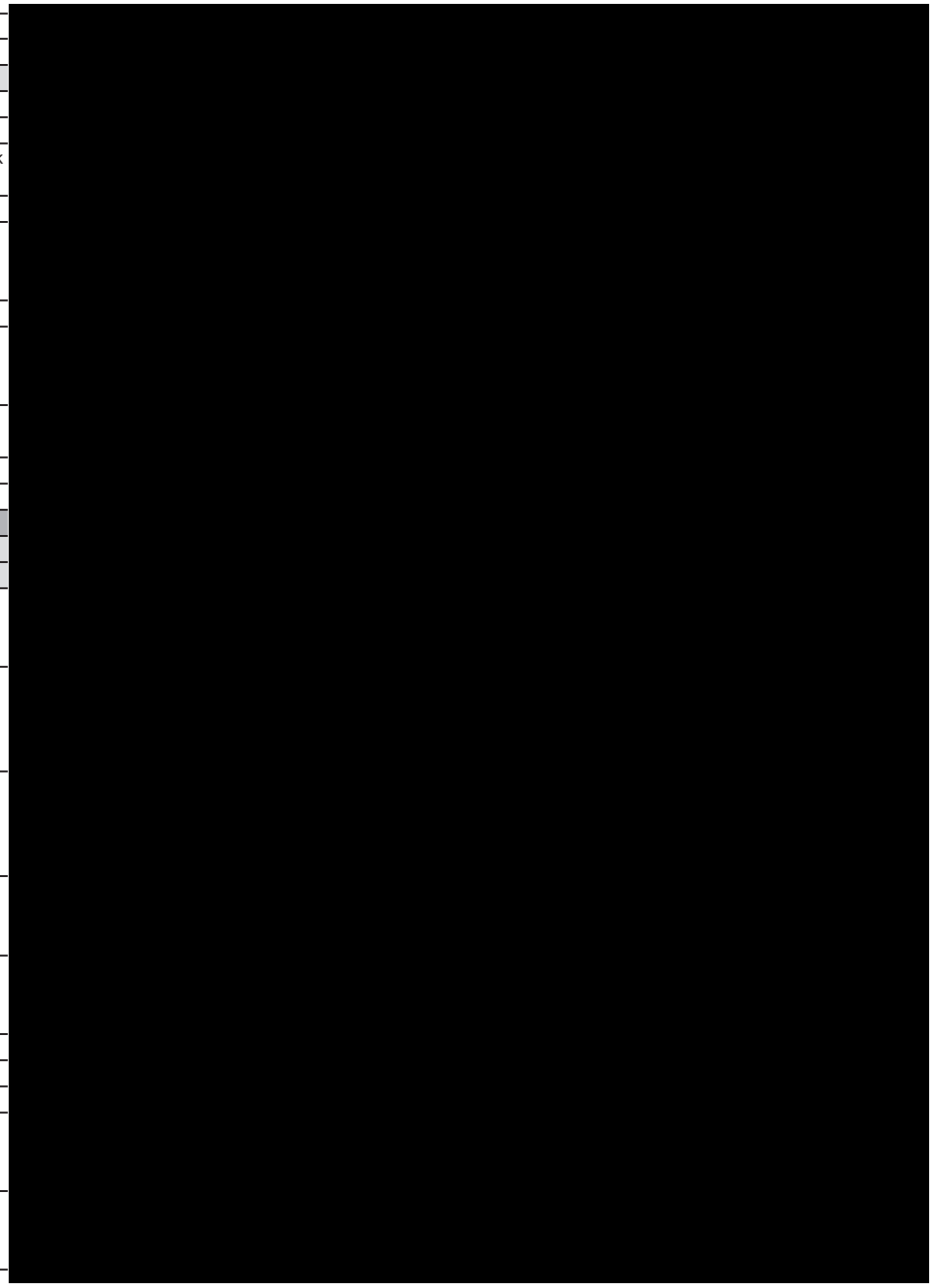
C-85	Ability to prevent a user from closing critical windows (e.g. unit status window).
C-86	Ability for all minimized windows to re-open if a new user logs onto the workstation.
	Ability to provide system-wide consistent, common screen formats that display the following:
C-87	Current system date and time
C-88	Screen name/description
C-89	System name/description
C-90	User ID
	Ability to perform any system command and function using any of the following methods:
C-91	Command lines
C-92	Toolbar
C-93	Keyboard
C-94	Right mouse click
C-95	Short cut commands
C-96	User defined function keys (hot keys)
C-97	Ability to define function key assignments differently, by agency.
C-98	Ability to execute any CAD function using the keyboard.
C-99	Ability to execute any CAD function without the use of delimiters from the command line.
C-100	Ability to execute any CAD function using the mouse.
	Ability for system to include the following:
C-101	Automatic defaults
C-102	Field prompts (e.g., fields that need to be filled in based on previous responses)
C-103	Online, interactive help
C-104	Ability to display system messages on a pop-up window.
C-105	Ability to display system messages without affecting work in progress.
C-106	Ability to minimize or maximize any activity screen.
C-107	Ability to have multiple windows open at the same time.
C-108	Ability to tile or cascade multiple windows on screen.
C-109	Ability to hyperlink to related information.
	Ability to display the following information on the screen during normal operations:
C-110	Group
C-111	Message alert
C-112	Radio talk group (on dispatcher screen)
C-113	Time
C-114	Date
C-115	Ability to set task triggers or reminders from within the CAD application.
C-116	Ability to provide multiple command lines.
C-117	Ability to create or display a new command line with a single keystroke.
C-118	Ability to link a command line to a distinct incident.
C-119	Ability to enter commands in any order on the command line.
C-120	Ability to enter more than one command on a single command line.
C-121	Ability to provide automatic word wrap when entering free-style text.
C-122	Ability to use arrow and tab keys to scroll around within a window.
C-123	Ability to display one or more status windows at the same time.
C-124	Ability to manually create a time stamp (e.g., writing in the narrative, press CTRL + D to enter date/time)



	Time Stamps
C-125	Ability to date and time stamp all CAD transactions.
	Ability to capture and store time stamps, including but not limited to the following:
C-126	Call pickup in 911
C-127	Call for service created (call entered into system)
C-128	Call dispatched
C-129	Call transferred to another agency
C-130	En route
C-131	Staging
C-132	In area
C-133	Location change
C-134	On scene
C-135	At site of incident (e.g., 6th floor of high rise)
C-136	At patient
C-137	En route hospital
C-138	At hospital
C-139	Call cleared
C-140	Incident level upgrade
C-141	Premise information viewed
C-142	Any unit status change
C-143	Ability to log and display all CAD times to 1/10 of a second.
C-144	Ability to manually override a time stamp (e.g., if a unit forgets to hit "on-scene" and dispatcher needs to "back time" the time stamp).
C-145	Ability to capture a time stamp for the overridden time stamp (e.g., the time the time stamp was overridden).
C-146	Ability for all overridden date and time stamps to be clearly recorded and displayed as a manually entered override time.
	Timers
C-147	Ability to provide incident timers and alerts based upon agency-defined parameters (e.g., type of incident, unit arrival time, priority status) and times.
C-148	Ability to manually set incident timers and alerts.
C-149	Ability to display call timers on CAD screens.
	Ability to notify dispatchers and supervisors of the following upon expiration of a call timer:
C-150	CAD incidents not cleared
C-151	CAD incidents received that have not been opened
C-152	Open incidents that have not been viewed after a user-defined or agency-defined default length of time
C-153	No response from field personnel after an agency-defined length of time
	Ability to alert operator to the expiration of the timer via:
C-154	Audible alert
C-155	Visual alert
C-156	Ability to record acknowledgement of timer alert.
	Ability to provide the operator of the following options when a status timer expires:
C-157	Modify to new time value
C-158	Reset to default value
	Flags and Notifications
	Ability to clearly display the presence of:
C-159	Hazardous information

[redacted]

C-160	Premise history
C-161	Pre-Plans
	Ability for notifications to include:
C-162	Audible alert
C-163	Visual flags
C-164	Ability for a user to quickly access information related to a call flag or notification (e.g., click on the flag to pull up the related information).
C-165	Ability to flag multiple addresses associated with a call for service.
C-166	Ability to display information associated with a call flag in such a way that it is easily accessible on the screen but does not interfere with other incident information (e.g., display the related information in a separate tab or window).
C-167	Ability to append call flag text to an incident.
C-168	Ability to filter flags displayed by agency (e.g., have Fire Department information, such as pre-plans, available to Law Enforcement, but allow the Law Enforcement to filter whether or not the flags are displayed).
C-169	Ability to indicate the number of past incidents at a location for a user-defined period of time.
C-170	Ability to add a temporary flag, comment or note to a location.
C-171	Ability to include flagged information with dispatches sent to responding units.
	Call Taking
	Call Receipt
	Ability to receive call data from:
C-172	E9-1-1 phone system
C-173	Other City phone system (e.g., 3-1-1)
C-174	Non-emergency 10 digit phone numbers
C-175	Private alarm companies
C-176	CAD-to-CAD Interface
C-177	Web-based interface/application
C-178	Mobile interface/application (Laptops)
C-179	Handheld interface/application (Phones, tablets)
C-180	Ability to support Phase I wireless location validation from cellular callers.
C-181	Ability to support Phase II wireless location validation from cellular callers.



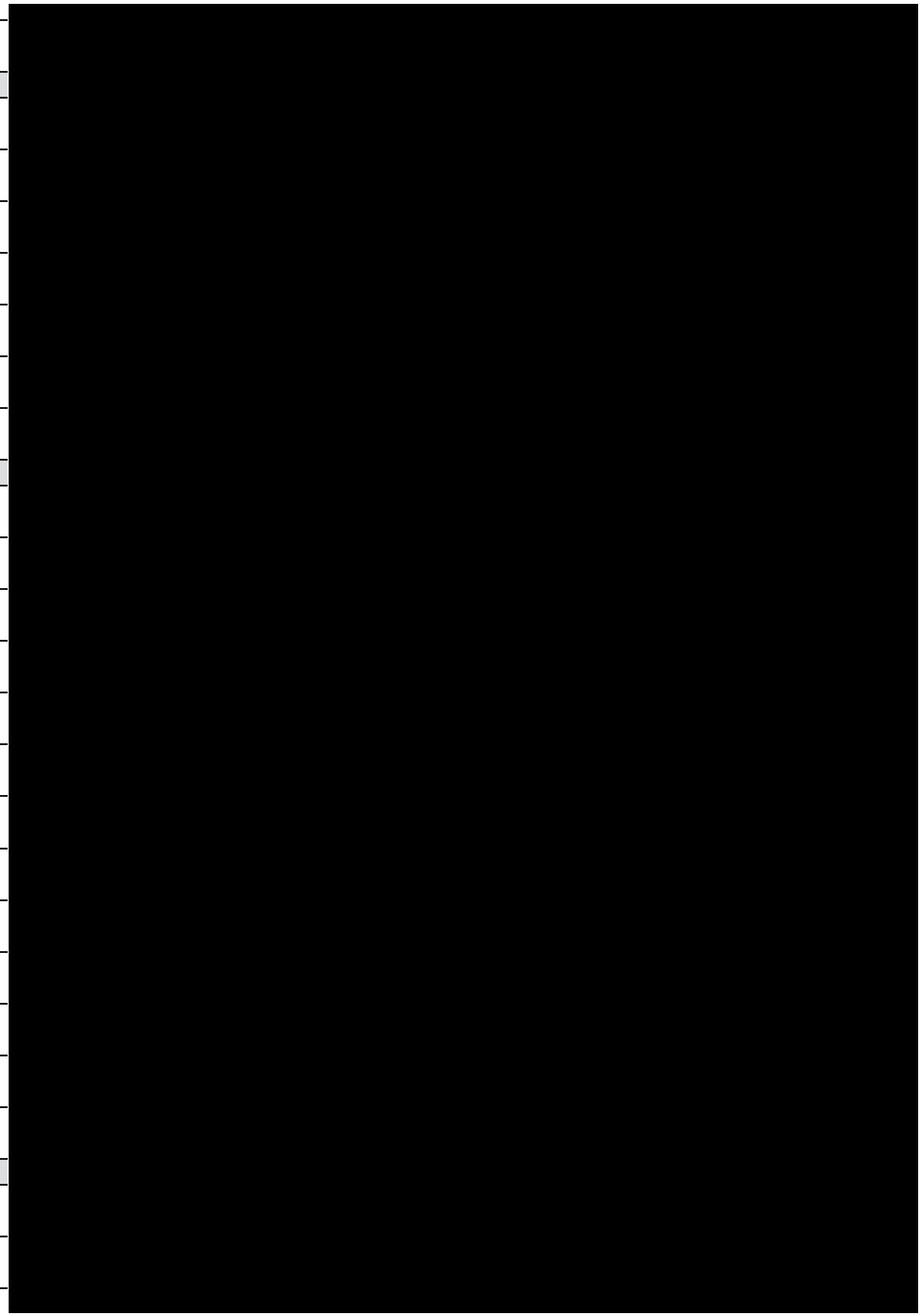
Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-182	Ability to support Next-Gen 9-1-1 location validation from callers.	[redacted]
C-183	Ability to automatically create a call for service when a 911 call comes in through the phone system (e.g., create a call and open a call entry mask).	
C-184	Ability for agency to define a code table for outcomes of incoming 911 calls (e.g., non-dispatched call, abandoned call, hang-up call, etc.).	
	Call Data Entry	
C-185	Ability for users to use either preformatted screens or command lines for incident entry.	
	Ability to capture all incoming call information from the E9-1-1 system, including, but not limited to:	
C-186	Caller name	
C-187	Caller telephone number	
C-188	Caller address/location calling from	
C-189	Incident location	
C-190	Alternate telephone number	
C-191	Cellular phone service provider	
C-192	Phase I or Phase II indication	
C-193	X/Y coordinates	
C-194	TTY conversation	
C-195	Any other information captured by the E9-1-1 system	
	Ability for narrative fields to have the following attributes:	
C-196	Unlimited number of comment lines	
C-197	Word wrap	
C-198	Spell check	
C-199	Ability to document multiple callers/witnesses/suspects for a single incident.	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-200	Ability to print ANI/ALI import data.	[redacted]
C-201	Ability to capture and save separate file of ANI/ALI import data.	
C-202	Ability to enter standard vehicle information in defined fields and record the entered information as part of the incident record.	
C-203	Ability to enter suspect information in defined fields and record the entered information as part of the incident record.	
C-204	Ability to generate another incident from a previous incident.	
C-205	Ability to generate an incident from a previous incident across agencies (e.g., Police to Fire and vice versa)	
	Location Capture	
C-206	Ability to receive geographic coordinates from a cellular telephone carrier.	
C-207	Ability to automatically populate the location field with ALI information if the new incident is occurring at the ALI reported location.	
C-208	Ability to capture incident location separately from caller location.	
	Ability to type in locations in the following formats:	
C-209	Commonplace name	
C-210	Intersection	
C-211	Named location (e.g., on-ramp on an interstate)	
C-212	Street address	
C-213	Ability to type in either street first when entering intersections.	
C-214	Ability to save intersections as identical address point regardless of order of streets entered (e.g., 1st/Main same as Main/1st)	
C-215	Ability to enter addresses on one line.	
	Ability for system to automatically parse address data into address data fields including:	
C-216	Street number	
C-217	Street name	
C-218	Street prefix	
C-219	Street suffix (NW, SW, NE, SE)	
C-220	Street type (Av, Ln, Rd, "None")	
C-221	Location common name	
C-222	Unit/Building number	
C-223	Apartment	
C-224	City	
C-225	County	
C-226	State	
C-227	Zip	
C-228	Road classification	
C-229	Address extensions (1/2, rear, drive, etc.)	
C-230	Keymap Data (similar to a bookmap, e.g., location based on page number/identifier)	
C-231	Any other common identifiers in regard to addresses	
	Location Verification	
C-232	Ability to verify locations for any address entered into the system.	
C-233	Ability to use the ALI reported location address for address verification.	

C-234	Ability to use the coordinate-based geofile to determine if there are premise or hazard records within the user-defined radius of a new call.
	Ability to verify each incident address entered as part of a CAD incident, including:
C-235	Address range
C-236	Building name
C-237	Business name
C-238	Premise name
C-239	Centerline
C-240	Intersections
C-241	Address
	Ability to display closest address matches based on:
C-242	Block ranges
C-243	Building name
C-244	Business name
C-245	Premise name
C-246	Common place names
C-247	Intersections
C-248	Phonetic spelling
C-249	Previous street name
C-250	Soundex
C-251	Street name
C-252	Ability to display an unlimited number of common place names during the address verification process.
C-253	Ability to limit the number of common place names during the address verification process (e.g., maximum of 25 to prevent system overload).
C-254	Ability to accept as correct an address or location that matches a unique location record in the geofile.
	Ability to enter a valid street name and be presented with:
C-255	Aliases
C-256	Associated address ranges



Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-257	List of cross streets	
C-258	Ability to translate call location to appropriate public safety geographical boundary (e.g. district, beat, sector, etc.).	
C-259	Ability to translate alias names to actual street names or addresses.	
C-260	Ability to list address choices by alphabetical and/or numerical sequential order (e.g., 1,2,3 as opposed to 1, 11, 2, 20, 3).	
C-261	Ability to notify dispatcher through a visual and/or audible flag if multiple street addresses/street names/intersections are found in geofile.	
C-262	Ability to offer a list of address options if multiple similar ('soundex', spelling, number/numeric) addresses/intersections/street names are found in geofile.	
C-263	Ability to conduct multiple searches so that, if there is no address match, the system will continue to search for possible address matches and present user with a list of possible matches.	
C-264	Ability to display, on a map the incident location in relation to other active incidents on the map during the incident entry process.	
C-265	Ability to enter a reason for overridden location.	
C-266	Ability to log all locations that fail geofile validation.	
C-267	Ability to indicate in failed validation log if discrepancy was due to ALI discrepancy or a geofile discrepancy.	
C-268	Ability to manually override and correct address/location presented in CAD incident without correction affecting address/location stored in geofile.	
	Ability for notification of correction to be automatically generated and sent to geofile administrator whenever a user manually overrides and corrects an address/location.	
C-269	Email	
C-270	Message	
C-271	Ad hoc or pre-built printable export	
	Ability for the notification of correction to capture the following:	
C-272	Address/location information as presented (ANI/ALI information)	
C-273	Address/location data as corrected by the user	
C-274	Error type	
C-275	Date/time of report	
C-276	User ID	
C-277	Ability to accept and validate "out of jurisdiction" addresses.	
C-278	Ability to flag "out of jurisdiction" addresses.	
	Call Classification and Prioritization	
C-279	Ability to create and maintain call screening menus or prompts that can be used to aid the call-taker in determining the appropriate incident type code.	
C-280	Ability to provide an option to generate automatic notifications to appropriate personnel upon entry of agency-defined call types. [If this functionality can be provided, describe how the message can be sent to the appropriate personnel in the "comments" section]	
C-281	Ability to display a drop-down list containing incident types.	

C-282	Ability for system to automatically enter the appropriate agency-defined priority for each new incident based on call type.
C-283	Ability to override default incident priority.
C-284	Ability to allow the authorized user to manually upgrade or downgrade the system-assigned priority.
C-285	Ability for the system to recognize an escalating alarm level as a single incident and clearly identify when the alarm level was upgraded.
C-286	Ability for dispatcher to change call type without impacting active call data.
C-287	Ability to reclassify a call based upon additional information.
	Incident Initiation
C-288	Ability to initiate an incident from the input of location/address and incident type.
C-289	Ability to input all call and narrative information on one screen.
C-290	Ability to display a blank form for entering new incidents with a single keystroke, mouse click or function key upon initiation of a CAD incident.
C-291	Ability to copy/duplicate an existing incident to create a new incident at the same location.
C-292	Ability to open and view multiple incident entry windows simultaneously.
C-293	Ability to cascade/tile multiple incident entry windows.
	Ability to enter incidents using:
C-294	Standard call entry screen form
C-295	CAD command on a command line
C-296	Map by clicking on a location
	Duplicate Call Management
C-297	Ability to identify potential duplicate calls.
	Ability to automatically identify potential duplicate calls based on:
C-298	Agency-defined radius around incident location
C-299	Agency-defined time parameter
C-300	Incident/type code
C-301	Specific incident address/event location
C-302	Ability to display proximity calls on a map (e.g., to assist dispatchers in identifying possible duplicate calls).
C-303	Ability to include recently closed incidents in the potential duplicate call identification process.
C-304	Ability to include field-initiated calls in the potential duplicate call identification process.
C-305	Ability for system administrator to define "recently closed" through a configuration parameter (e.g., time period).
C-306	Ability to manually identify a duplicate call and then combine entered call details with primary call.
	Ability to provide the dispatcher with the following information about possible duplicate incidents:
C-307	Incident details
C-308	Incident location
C-309	Incident status
C-310	Incident/type code
C-311	Time the incident was initiated
C-312	Units assigned
C-313	User-defined proximity to current incident
C-314	Original dispatcher

[redacted]

	Ability for the dispatcher to do any of the following if a CAD incident is determined to be a duplicate call:	
C-315	Add to the original incident record a second complainant with complete complainant information and additional incident comments	
C-316	Cancel the newly-entered call.	
C-317	Close a duplicate incident and cross-reference it to the original CAD incident	
C-318	Create an entirely new incident using existing address data	
C-319	Ability to include text from duplicate calls in the primary call.	
C-320	Ability for a dispatcher to handle duplicate calls (e.g., dispatcher identifies a call as a duplicate after the call has been transferred from the call taker).	
	Premise Information Retrieval	
	Ability to automatically initiate, upon address verification, an address inquiry to:	
C-321	Police RMS	
C-322	Fire RMS	
C-323	Regional dataset	
C-324	Agency-defined file	
C-325	Any CAD file containing address information (e.g., trespass, hazardous materials, premise history, etc.)	
	Ability to search for premise information based on:	
C-326	Address with sub-address (i.e., unit number, building floor, apartment number, building complex number/letter, fractions, descriptors)	
C-327	Block ranges	
C-328	Business name	
C-329	Common place names	
C-330	Intersections	
C-331	Ability to automatically show premise history related to a current incident.	
C-332	Ability to view the number of previous calls at a location without having to open a separate screen.	
C-333	Ability to drill down and view past incidents from premise history.	
	Ability to retrieve and attach to a CAD call any information regarding:	
C-334	Alarm/access/entry code	
C-335	Domestic violence	
C-336	Emergency contact information	
C-337	Firearms	
C-338	Hazardous materials	
C-339	Medical concerns	
C-340	Occupancy	
C-341	Pre-plan reference information	
C-342	Previous calls for service	
C-343	Previous contact with vehicle(s) associated with the call	
C-344	Previous contacts with person(s) associated with the call	
C-345	Search caller/reporting party field	
C-346	Other information contained in the premise file	
C-347	Ability for map to display all known hazards within a user-defined radius.	
C-348	Ability to record in the incident history that premise history has been viewed by the user.	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-349	Ability for premise information to be available to user but not prevent operator from continuing current work (e.g., window does not cover entire workstation screen).	
	Partial Call Entry	
C-350	Ability to save one or more partially complete incidents in order to enter a higher priority incident, keeping all entered data intact.	
C-351	Ability to transfer a partially completed incident with a "details to follow" notification to another user.	
C-352	Ability to provide a warning (visual and/or audible) that a partially complete incident has been held for an agency-defined period of time.	
	Ability to display a summary of all partially completed incidents being held, awaiting completion, including:	
C-353	Elapsed time that the call has been on hold	
C-354	Dispatcher identification number that placed the call on hold	
C-355	Position that placed the call on hold	
C-356	Ability to display a summary of all partially completed incidents being held, awaiting completion, by agency.	
C-357	Ability for any user to select a partially complete incident from the summary list, and complete the incident entry process.	
	Incident Scheduling	
C-358	Ability to enter incidents scheduled for dispatching at a later time (e.g., several hours/days later), maintaining the original time of entry.	
C-359	Ability to modify incidents scheduled for dispatching at a later time (e.g., several hours/days later), maintaining the original time of entry.	
C-360	Ability to cancel incidents scheduled for dispatching at a later time (e.g., several hours/days later), maintaining the original time of entry.	
C-361	Ability to schedule a type of incident to occur on a regular basis.	
	CAD Mapping Requirements	
	General Mapping Requirements	
C-362	Ability for mapping functionality to be integrated into CAD starting at call receipt and continuing through to the conclusion of a CAD incident.	
C-363	Ability to view map through a browser-based interface.	
C-364	Ability to map incoming 911 calls.	
C-365	Ability to map incident location during address verification.	
C-366	Ability to display an address on the map when it is entered into the command line.	
C-367	Ability to provide point and certainty radius of caller as related to wireless Phase I and Phase II mapping.	
C-368	Ability to distinguish between Phase I and Phase II on map by using different symbols, colors and/or text.	
C-369	Ability for system administrator to define Phase I and Phase II symbols and colors.	
C-370	Ability to point with cursor to the incident location on map and have location data populate CAD address fields.	
C-371	Ability to view map in a separate window.	
	Ability to allow users to customize map views including, but not limited to:	
C-372	Font size	
C-373	Level of detail	
C-374	Screen size	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-375	Ability to use a mouse to "click on" a point at any zoom level and have the street name and latitude/longitude information displayed.	
	Ability to display user-defined street information, at a minimum, by:	
C-376	Block number or address range	
C-377	Latitude/longitude	
C-378	Prefix directional (N, E, S, W, NE, NW, SE, SW)	
C-379	Street name (including alias)	
C-380	Street type	
C-381	Sub-address (i.e., unit number, building floor, apartment number, etc.).	
C-382	Suffix directional (N, E, S, W, NE, NW, SE, SW)	
C-383	Ability to click on a location on a map and pull up any supplemental information (e.g.,. fire pre-plan, hazards, incident history, etc.) associated with that an agency-defined parameter around the location (address, building, block, etc.).	
C-384	Ability to display flags on locations containing additional information (e.g., fire pre-plans, hazards, incident history, etc.).	
C-385	Ability to limit the ability to attach files to addresses based on user ID.	
C-386	Ability to support a map layer for aerial spatial images.	
C-387	Ability to support multiple map configurations by agency.	
C-388	Ability to integrate specific map data associated with an event (e.g., festival, parade, sporting event).	
C-389	Ability to support plume modeling and create it as a GIS layer.	
C-390	Ability to support fire modeling and create it as a GIS layer.	
C-391	Ability to display anticipated response times between two points on a map.	
C-392	Ability to manually display driving directions between two points on a map.	
C-393	Ability to edit map data in industry-standard ESRI applications and formats.	
	Map Navigation	
	Ability to provide the following map navigation functionality:	
C-394	Pan from given area to adjacent area	
C-395	Return back to previous view	
C-396	Zoom in on area for enhanced detail	
C-397	Zoom out of an area	
C-398	Move up and down	
C-399	Move left and right	
C-400	Ability to zoom in on a location and see actual location of unit(s) (if equipped with AVL).	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-401	Ability for user to update/modify map displays (e.g., preset default zoom levels and views).	[redacted]
C-402	Ability to utilize color, text, and/or symbols to distinguish status of unit.	
C-403	Ability for map to center, zoom to call location (via CAD).	
C-404	Ability for map to center on and zoom to location upon incident entry.	
C-405	Ability for dispatcher to "zoom" map display to predefined views (Jurisdiction, City/County boundary, region, etc.)	
C-406	Ability for dispatcher to "zoom" map display for user-defined area by clicking and dragging (i.e., user shall be able to graphically define area to display and system shall present defined area and adjust resolution of map accordingly).	
	Ability to center map display on:	
C-407	CAD incident location	
C-408	Last known location of vehicle (AVL or unit status)	
C-409	Specified geographic area	
C-410	Specified vehicle/unit	
C-411	Vehicle in pursuit mode	
C-412	Vehicle activating emergency button	
C-413	Ability to close streets by clicking on a specific area (e.g., street, hundred block area) from the CAD map.	
C-414	Ability to adjust routing recommendations based on closed streets.	
C-415	Ability for user to define an expected duration for street closures.	
C-416	Ability to alert user when the expected duration for a street closure has expired.	
C-417	Ability to push closed street information to mobile computers.	
C-418	Ability to provide directions to an incident from a unit's last known location or, if available, current location based on AVL.	
C-419	Ability to provide, in a separate map tab or area, predefined map views of any available map layer.	
C-420	Ability for users to define which map layers are displayed.	
C-421	Ability to toggle (i.e., reveal/hide) data on the map sucha as, active events, individual discipline units (e.g., ambulances).	
	Ability to view on map the locations of:	
C-422	All pending and active 911 calls	
C-423	Units based on AVL or last known locations	
C-424	Ability to display an active, or closed call for service and have it automatically show up on the map.	
C-425	Ability to select a unit and have its location automatically display on the map.	
C-426	Ability to add user-defined 'pins' to map.	
C-427	Ability to label all call locations with the call number.	
C-428	Ability to keep an address displayed on the map until it is manually cleared.	
C-429	Ability to obtain detailed incident information by double-clicking on map location.	
C-430	Ability to display on-scene unit ID with incident number and call type.	
C-431	Ability to change the displayed unit location on a map to reflect updated locations.	

	Ability to display call information by clicking/hovering on:
C-432	Incident location
C-433	Incident number
C-434	On-scene unit ID
C-435	Units assigned to call
	Ability for agency to define what call information is displayed when clicking/hovering on:
C-436	Incident location
C-437	Incident number
C-438	On-scene unit ID
C-439	Ability for user to turn off "hovering" functionality.
	Ability to zoom to relevant map location by searching on available map layer information including, but not limited to:
C-440	Common names
C-441	Common places
C-442	Intersection
C-443	Hydrants
C-444	Incident number
C-445	Latitude/longitude
C-446	Parcel address including hundred block
C-447	Parcel owner
C-448	Phone numbers
C-449	Owner address
C-450	Owner name
C-451	Owner telephone number
C-452	Street names
	Ability to select vehicles to display on map (filter) by user-defined criteria including, but not limited to:
C-453	Battalion
C-454	Beat
C-455	Fire zone box
C-456	Incident number
C-457	Incident type
C-458	Reporting district
C-459	Sector
C-460	Status
C-461	Type
C-462	Unit ID
	Marquee Functionality
C-463	Ability to display map on a large marquee monitor.

[redacted]

C-464	Ability for the agency to define map layers displayed on the marquee map.
	Automatic Vehicle Location (AVL)
C-465	Ability to support the use of a continuous, real-time AVL system via a CAD interface.
C-466	Ability to support the use of multiple continuous, real-time AVL data feeds for a single unit.
C-467	Ability to support the use of multiple continuous, real-time AVL data formats (TAIP, NMEA, Windows Location, etc).
C-468	Ability to control AVL functionality from within the context of CAD so that the user does not have to leave the CAD workstation keyboard or mouse.
C-469	Ability to integrate AVL and regional routable centerline for most appropriate unit dispatching.
	Ability to turn AVL on/off by:
C-470	Agency
C-471	Unit
C-472	When a unit's AVL is turned off, ability to default to agency-defined defaults for dispatching.
C-473	When an agency's AVL is turned off, ability to default to agency-defined defaults for dispatching.
C-474	Ability to display average speed of vehicle between two points when data is polled.
C-475	Ability to display the location of all units regardless of status.
C-476	Ability to display active incident and unit status on the map with colors, text and/or symbols. Colors, text and/or symbols should be same as used in CAD.
C-477	Ability to display unit numbers.
C-478	Ability to automatically remove a unit from the map when the unit logs off the Mobile.
C-479	Ability to log the specific x/y coordinate from where the unit was dispatched prior to responding to an incident.
C-480	Ability to provide AVL playback, capturing unit location changes indicating the direction and speed of which the resource traveled.
C-481	Ability to automatically log fire apparatus status as en route to a call upon exiting the station to respond to a call for service.
C-482	Ability for each agency to define what constitutes on-scene (e.g., police may be considered on-scene a block from an incident location).
C-483	Ability to prevent or log in the assigned incident, use of on-scene function if unit is not actually on-scene.
C-484	Ability to utilize AVL location information to create self-initiated incidents and unit recommendations withouth manual intervention.
	Dispatching
	CAD Incident Retrieval
	Ability to cause a distinct user configurable change on the dispatcher's screen to indicate a new incident is waiting, if the window used for incident control is busy:
C-485	Audible alert
C-486	Visual alert
	Ability to cause a distinct user configurable change on the dispatcher's screen to indicate any change in the incident (e.g., comments added, location change, etc.):
C-487	Audible alert
C-488	Visual alert
C-489	Ability for system administrator to create a list of protocols and activities accessible by dispatchers based on incident type and priority.

C-490	Ability to retrieve a CAD incident and review all available information already entered up to the point of incident retrieval.	[redacted]
C-491	Ability to pull up a specific incident.	
C-492	Ability to retrieve the oldest, highest priority incident from the pending incidents queue for review.	
C-493	Ability to review each pending incident sequentially.	
C-494	Ability to review each pending incident by time entered.	
C-495	Ability to review each pending incident by time elapsed.	
C-496	Ability to keep incidents in pending queue indefinitely.	
	Resource Recommendation	
	Ability to automatically provide appropriate resource recommendations based on any combination of:	
C-497	Station order	
C-498	Agency/Jurisdiction	
C-499	AVL location	
	Closest unit taking into account:	
C-500	Natural boundaries	
C-501	Obstacles	
C-502	Traffic	
C-503	Speed limits	
C-504	Street network	
C-505	Equipment availability	
C-506	Incident area (e.g., unique response for specific response area)	
C-507	Incident location (e.g., unique response for specific location)	
C-508	Incident type	
C-509	Multiple response routes	
C-510	Occupancy type (e.g. residential, office building, etc.)	
C-511	Pre-defined response plans (response area plan)	
C-512	Unit-defined delayed response	
C-513	Special conditions (e.g., heightened response)	
C-514	Special equipment required	
C-515	Type of special skills units required	
C-516	Number of type of special skills units required	
C-517	Type of units required	
C-518	Number of units required	
C-519	Unit identifiers including shift and zone	
C-520	Unit status	
C-521	Ability to prioritize unit response based on incident type so that appropriate units are automatically recommended and/or dispatched in priority order.	
C-522	Ability to enable and disable agency-specific resource recommendations (e.g., specific response plan for Fire, specific response for Police).	
C-523	Ability to re-recommend closest units (e.g., a new unit comes into service).	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-524	Ability for system to update the unit recommendation if user makes relevant incident information changes (e.g., type, location, alarm level).
C-525	Ability to record the unit recommendation as it was presented to the dispatcher.
	Resource Determination
	Ability to manually display a list of special skills/equipment for:
C-526	All personnel logged on
C-527	A selected person
C-528	Apparatus/vehicle
	Ability to identify all personnel with a specific skill (e.g., language, training, etc.) by:
C-529	Logged on and available
C-530	Logged on and not available (e.g., on another incident)
C-531	Not logged on
	Ability to display potentially available resources based on unit status:
C-532	Assigned to a CAD call
C-533	Assigned to a CAD call with a lower priority
C-534	Unassigned
C-535	Ability to determine appropriate resources based upon any combination of information provided at unit logon.
	Resource Dispatch
	Ability for dispatcher to select and assign/re-assign recommended units using any of the following methods:
C-536	Command line entry
C-537	Function key
C-538	Mouse (drag and drop onto map)
C-539	Ability to preempt units on a call to respond to a different incident.
C-540	Ability to exchange units on a call to replace and re-assign units on two different incidents.
	Ability to dispatch units by:
C-541	Accepting the proposed application recommended units
C-542	Selecting and dispatching units other than those recommended by the application.
C-543	Selecting some, but not all, of the recommended units
C-544	Ability to log recommendation overrides in the audit trail (e.g., recommended units and dispatched units).
C-545	Ability to group and track units that are joined as a team (taskforce, tac team)
	Ability to do the following upon dispatch:
C-546	Automatically assign the recommended or requested units
C-547	Initiate alphanumeric paging
C-548	Remove the incident from the pending queue
C-549	Send the incident to the assigned unit's mobile computer
C-550	Start the status timers
C-551	Update the status display
C-552	Ability to dispatch more than one unit at a time to the same call.
C-553	Ability to assign or add multiple units to an incident with a single command.
C-554	Ability to assign a unit to an incident to which it was not originally recommended.
	Ability to dispatch to multiple types of telecommunications devices simultaneously including, but not limited to:
C-555	Mobile computer
C-556	Smart phone

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-557	Tablet	[redacted]
C-558	Cell phone	
C-559	Pager	
C-560	Radio	
C-561	Ability to configure the system to push out different information based on the receiving device (e.g., short message to alphanumeric paging device and full dispatch message to mobile computer).	
C-562	Ability to indicate when typed characters exceed the number of characters allowed when sending data to a device that handles only a limited number of characters.	
C-563	Ability to send dispatches to printers (e.g., "rip and run" printers in fire stations).	
	Field-Initiated Calls for Service	
C-564	Ability for dispatcher to quickly enter field-initiated incidents (e.g., traffic stop).	
C-565	Ability to prevent users from self-dispatching to pending incidents from the field.	
C-566	Ability to easily add additional units to a field-initiated incident (e.g., traffic stop, subject stop).	
C-567	Ability to limit field-initiated calls to agency-defined call types.	
C-568	Ability to capture unit ID number when incidents are initiated by a unit in the field.	
C-569	Ability to prevent users from creating an incident in the field.	
C-570	Ability for dispatcher to "right click" on a unit to bring up the option to place it on a field-initiated incident.	
C-571	Ability for dispatcher to verify addresses of field-initiated incidents.	
C-572	Ability for dispatcher to use one command line to enter a field-initiated incident and place the initiating unit en route to the incident.	
C-573	Ability for dispatcher to use one command line to enter a field-initiated incident and place the initiating unit on-scene.	
C-574	Ability for dispatcher to link a field-initiated call to another incident.	
	Ability for dispatcher to quickly record the following information when a unit is placed in a traffic stop status:	
C-575	Location of the stop	
C-576	Number of occupants in the vehicle	
C-577	Vehicle license plate	
C-578	State of registration	
C-579	Make, model and color of vehicle	
	Ability for dispatcher to quickly record the following information when a unit is placed in a subject stop status:	
C-580	Location of the stop	
C-581	Number of subjects	
C-582	Vehicle license plate	
C-583	State of registration	
C-584	Name	
C-585	Date of birth	
C-586	Driver license number	
C-587	Social security number	
C-588	Make, model and color of vehicle	
C-589	Ability for dispatcher to put a unit on a traffic stop and run the plate in one step.	

C-590	Ability for dispatcher to put a unit on a subject stop incident and run a wanted check in one step.
C-591	Ability for field personnel to initiate an administrative incident (e.g., put units out on training or drills).
	Vehicle Pursuit Dispatch
C-592	Ability to use live AVL to track vehicle pursuits real-time.
C-593	Ability to provide a vehicle pursuit command that allows a unit to be pre-empted from its current call, assign the pursuit call, and place the original call back in the queue for the original unit or for another unit.
C-594	After using the vehicle pursuit function command, ability for user to be able to add comments continuously to the record without entering another command or retrieving the incident.
C-595	Ability to time stamp each comment.
C-596	Ability to quickly alert other users logged into the system of active pursuit incident.
	Unit Assignment to CAD Incident
C-597	Ability to update unit status to associate the dispatched unit or units with the CAD incident.
C-598	Ability to differentiate units based on assignment group (e.g., first alarm v. second alarm, primary v. backup, etc.)
	Ability to take a unit off a call and reassign the unit to a new call via:
C-599	Single command
C-600	Drag and drop
C-601	Ability to use one command to both dispatch and put "en route" field personnel (e.g., if field personnel is "assisting another unit").
C-602	Ability to use one command to both dispatch and put "on scene" field personnel (e.g., if field personnel is "out with another unit").
	Call Stacking/Queuing
C-603	Ability to hold an incident for a specific unit.
C-604	Ability to automatically (without user intervention) notify the dispatcher of a held incident when the unit becomes available.
C-605	Ability for dispatcher to hold and/or assign more than one incident to a given unit or resource (call stacking).
C-606	Ability for agency to set time limits for stacked calls by priority (e.g., a queue limit of two hours for priority 5 calls and one hour for priority 3 calls).
C-607	Ability for authorized user to set queue limits for numbers of incidents allowed to be stacked in a given queue.
C-608	Ability for administrator to turn call stacking on and off.
	Call Preemption
C-609	Ability to pull a unit off an incident and reassign the unit to a new incident.
C-610	Ability to visually indicate a preempted call (e.g., color code).
	Ability to support a swap feature to allow two units to exchange incidents via:
C-611	Command line
C-612	Function key
C-613	Drag and drop
C-614	Ability to support a unit exchange command which allows the dispatcher to remove an assigned unit from an incident and assign a second unassigned unit to the first unit's incident in "en route" status. The application shall place the first unit back in service. This to be performed using either the assigned or unassigned unit.

C-615	Ability to support a unit exchange command which allows the dispatcher to exchange two assigned units on two different incidents, placing both units in "en route" status on the respective incidents.	
	Unit Management	
	Unit Placement in Service	
C-616	Ability to log one or more units on-duty or off-duty with a single command.	
C-617	Ability to define a roster (e.g. squad, company, etc.).	
C-618	Ability to place all units in a predefined roster on or off-duty with a single command.	
C-619	Ability to place a roster on-duty with units remaining unavailable or not recommended for calls until they notify the dispatcher that they are in service.	
C-620	Ability to allow for single unit exceptions when placing a roster on or off duty.	
C-621	Ability to log an apparatus into service for assignment without defining staff or personnel.	
C-622	Ability to identify fire units by special equipment (e.g., rescue tools, etc.).	
C-623	Ability to keep vehicles (e.g., fire apparatus) on duty (e.g., 24x7) and change personnel associated with the vehicles (e.g., on shift changes).	
C-624	Ability to make a unit available for only certain types of calls.	
C-625	Ability to allow for supervisor to place units into or out of service.	
C-626	Ability for units to log themselves into or out of service from a workstation or device other than a CAD workstation.	
C-627	Ability for units to log on to the system without being available for calls.	
C-628	Ability for units to indicate when they are available for calls.	
C-629	Ability for dispatchers to place multiple units (e.g., an entire squad or company) into available for call status.	
C-630	Ability for dispatcher to add an staff member to a unit at any time.	
C-631	Ability for dispatcher to remove a staff member from a unit at any time.	
C-632	Ability for personnel to be associated with any mobile unit (e.g., vehicle, apparatus, etc.).	
C-633	Ability to track the activity of each individual associated with a mobile unit.	
C-634	Ability to associate multiple individuals with a unit.	
C-635	Ability to indicate a unit does not have a mobile computer.	
C-636	Ability to indicate a unit does not have an AVL/GPS data source/device.	
C-637	Ability to manage units without a mobile computer.	
C-638	Ability to manage units without an AVL/GPS data source/device.	
C-639	Ability to simultaneously create an incident and log field personnel onto that call (e.g., off-duty field personnel taking calls).	
C-640	Ability to simultaneously clear field personnel from a call and log the personnel out of the system (e.g., for field personnel taking calls when off-duty).	
C-641	Ability to sign a unit on with temporary call sign (e.g., to indicate off-duty or on special assignment).	
	Cross Staffing	
C-642	Ability to identify company personnel capable of staffing multiple resources.	
C-643	Ability to identify apparatus that cannot be used if another apparatus is in service (a brush vehicle cannot be staffed if an Engine from the same station is assigned to an incident)	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-644	Ability to assign company personnel to the appropriate apparatus depending on the nature of the emergency (e.g., ALS apparatus if medical emergency and fire apparatus if fire emergency).	[redacted]
C-645	Ability to remove an apparatus from service if personnel are not available to staff the apparatus (e.g., personnel are assigned to another apparatus for a call).	
C-646	Ability to place an apparatus back in service when personnel are available to staff the apparatus.	
	Unit Status Display	
C-647	Ability to monitor an unlimited number of units.	
C-648	Ability to support multiple Agency-configurable status values. Note any application limits (vendor-managed, only 20, etc.) in the Comments.	
C-649	Ability to generate additional unit statuses as needed.	
C-650	Ability to define unit status conditions that support current dispatch center operations.	
C-651	Ability to associate a default assignment availability with each status (e.g., unit available for incident assignment when in particular status).	
C-652	Ability to modify unit availability regardless of status (e.g., on-scene, but available).	
	Ability to display the following unit information:	
C-653	Any portable Radio IDs associated with unit/vehicle	
C-654	Assigned Battalion	
C-655	Assigned Beat	
C-656	Assigned Call type	
C-657	Assigned Division	
C-658	Current location	
C-659	Current Radio channel	
C-660	Current Sector	
C-661	Current status	
C-662	Currently-assigned incident number	
C-663	Elapsed time in current status	
C-664	Last known location	
C-665	Logged onto Mobile (Y/N)	
C-666	Radio Name	
C-667	Receiving AVL/GPS data	
C-668	Special note or comments	
C-669	Special skills/training	
C-670	Unit ID/call sign	
C-671	Vehicle number	
C-672	Vehicle Radio ID	
C-673	Any information captured at logon	
C-674	Ability to dynamically (automatically update) display unit status data.	
C-675	Ability to sort displayed data by any unit information (e.g., incident, unit, location, status, etc.).	
C-676	Ability to create a custom view that can include units from any agency (e.g., combination of Police and Fire units).	
C-677	Ability to perform a secondary sort of displayed data.	
C-678	Ability to limit (include or exclude) the units to be displayed in a single status monitor (e.g., by response area, type, status).	
C-679	Ability of status monitor to automatically apply a scroll-bar at any time the number of units exceed the size of the window.	

C-680	Ability to visually differentiate, through color, text and/or symbol, units in varying status or conditions.
C-681	Ability to visually differentiate, through color, text and/or symbol, types of units at incident.
C-682	Ability to offer the option of an audible alert to accompany the visual signals used to signify changes in status.
C-683	Ability to offer configuration parameters for turning the audible alert on and off for each status.
C-684	Ability to use symbols or characters in the unit status display to supplement unit status color.
	Unit Activity Tracking
C-685	Ability to record all unit incident assignments including but not limited to Traffic Stops, Subject Stops, self-initiated or Dispatch-initiated assignments. This should include timestamps and a record of person performing.
C-686	Ability to record all unit locations or AVL location data. This should include timestamps.
C-687	Ability to record all unit status changes. This should include timestamps and a record of person/application performing the change.
C-688	Ability to review unit status history within the CAD application, through a web interface or another CAD-based feature.
	Ability to time/date stamp all:
C-689	Location updates
C-690	Status changes
C-691	Unit assignments
C-692	Ability to record multiple agency-defined time-stamped status messages (e.g., arrival time, start of extrication, etc.).
	On-Scene Arrival Tracking
	Ability to record multiple arrival times, including:
C-693	Arrival at a staging area
C-694	Arrival in area
C-695	Arrival at the incident location (e.g., room within a building)
C-696	Arrival at the scene (e.g., general location)
C-697	Arrival at patient
C-698	Ability for agency to define recommended order for recording different types of arrival times.
C-699	Ability to automatically populate previous arrival times in the defined sequence.
C-700	Ability to support different arrival time definitions by agency (Law vs. Fire)
C-701	Ability to automatically mark a unit on-scene when it comes within a defined distance of the incident location.
	Ability to record multiple units arriving:
C-702	At one time (all at once)
C-703	At different times
	Unit Status Timers
C-704	Ability for each unit status to have an associated agency-defined timer.
	Ability to alert the dispatcher to the expiration of the timer associated with any unit status change:
C-705	Audible alert
C-706	Visual alert
C-707	Ability to record dispatcher acknowledgement of timer alert.
	Ability for dispatcher to do one of the following upon timer expiration:

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-708	Modify timer to new time value
C-709	Cancel timer
C-710	Reset to default value
C-711	Ability for dispatchers to reset timers at any time.
	Status Monitoring
	Ability to initiate status changes via the following methods:
C-712	Command line
C-713	Function key
C-714	Mouse click (e.g., screen icon)
C-715	Ability to time stamp and record each status change in the audit trail.
C-716	Ability to track the activity of a field unit by unit number.
C-717	Ability to track the activity of a field unit by personnel ID.
C-718	Ability to track the activity of a field unit by incident number.
C-719	Ability to track times for each unit assigned to a given incident separately.
C-720	Ability to continually display status of all units.
	Ability to automatically notify users monitoring or displaying the incident that information has changed:
C-721	Audible alert
C-722	Visual alert
	Unit Clearance
C-723	Ability to clear one unit from a CAD incident while allowing the other assigned units to remain on the call.
C-724	Ability to select any number of units to clear from CAD incident.
C-725	Ability to clear all units simultaneously from a CAD incident.
C-726	Ability to display confirmation prior to clearing the last unit from a CAD incident.
C-727	Ability to alert responding units when additional units are cleared or assigned to an incident.
	Unit Reassignment
C-728	Ability to reassign a unit to an available status upon clearing from a call.
C-729	Ability to receive Mobile transmissions to update CAD and reflect the new status of the unit.
C-730	Ability for a unit to remain on scene with an available on-scene status.
	Call Management
	CAD Call Display
C-731	Ability to monitor an unlimited number of incidents (if limited, indicate the maximum in the "comments" field).
C-732	Ability to assign and display an unlimited number of units to an incident [if limited, indicate the maximum permissible in the "comments" field]
	Ability for a user to select an incident for continuous monitoring such that:
C-733	Incident appears in a separate window
C-734	All incident or unit activity, regardless of point of entry, is displayed in this window as it is recorded to the CAD database
C-735	Ability to review incident information in reverse chronological order.
C-736	Ability to allow for an unlimited number of incident statuses (if limited, indicate the maximum in the "comments" field).
C-737	Ability to return incident to pending incident queue if the assigned unit has not responded to initial dispatch notification.
C-738	Ability to view incident details of one or more incidents at a time.

C-739	Ability to create pre-defined incident status monitors to accommodate logical groupings (e.g., by status or area).	
C-740	Ability to limit (include or exclude) the units or incidents to be displayed in a single status monitor (e.g., by response area, jurisdiction, type, status).	
C-741	Ability for dispatcher to transfer management of all calls except one (e.g., a hot call) to another dispatcher.	
C-742	Ability to display a call count summary based on agency-defined groupings.	
C-743	Ability to click on an active incident and group or highlight all assigned units in the unit monitoring window.	
C-744	Ability to show incidents on the CAD mapping display.	
C-745	Ability to use color to distinguish incident priority and status on the CAD mapping display.	
	CAD Incident Update Display	
C-746	Ability to dynamically display (e.g., automatically update) incident status data in a summary window (status monitor).	
C-747	Ability for dispatchers of all involved agencies to be notified (with visual and/or audible alerts) of another dispatcher-initiated change (e.g., incident cancellation, unit reassignment, etc.).	
C-748	Ability to provide a special location to display "hot" calls.	
C-749	Ability for agency to define "hot" calls.	
C-750	Ability to initiate a perimeter command to generate a perimeter upon entry of a location and perimeter distance (e.g., set a 3 block perimeter around 300 Main St.).	
C-751	Ability to send suggested perimeter positions to a unit.	
	CAD Incident Updates	
C-752	Ability for one or more operators to simultaneously add incident information to an active (open) incident without losing data.	
	Ability to update the status of the call as new information is received including, but not limited to:	
C-753	Incident Type	
C-754	Incident priority	
C-755	Incident location	
C-756	Fire alarm level	
C-757	Comments	
C-758	Ability for operators to add information to a CAD incident after the incident has been routed to another dispatcher.	
C-759	Ability to update call information immediately after new information is added to an open call.	
C-760	Ability to simultaneously notify call taker, dispatcher and dispatched units of updated information.	
C-761	Ability for dispatcher screen to update automatically as new information is added to a call.	
C-762	Ability for the screen of anyone monitoring a call to update automatically as new information is added to a call.	
C-763	Ability to add information to an existing CAD incident record from the command line without retrieving the CAD incident.	
C-764	Ability for any authorized user to add new or additional information to a CAD incident.	
C-765	Ability to automatically record all CAD incident information changes in chronological order.	
C-766	Ability to date and timestamp all updates to CAD incident record.	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-767	Ability to record user identification information with updates to CAD incident records.
C-768	Ability to configure system to automatically send supplemented closed call to dispatch supervisor.
C-769	Ability to maintain a record of all CAD incident information changes.
C-770	Ability to automatically display incident updates to all users viewing an incident at the time the update is made (e.g., automatically refresh screens when new information is added to the incident).
C-771	Ability for one or more operators to simultaneously add supplemental information to a closed incident.
C-772	Ability for system to automatically highlight changes made since last entry.
C-773	Ability to cross-reference and link any combination of open and closed incidents.
C-774	Ability to show all associated/linked calls.
C-775	Ability for users to add supplemental information to closed incidents by accessing the incident using the original incident number.
C-776	Ability to establish rules for operator notification of supplemental information being added to closed calls.
C-777	Ability to prompt operator to verify creation of another incident or to add supplemental information to an existing incident.
	Incident Status Timers
C-778	Ability for each incident status to have an associated agency-defined timer.
C-779	Ability to create a custom, one-time incident specific elapsed timer (e.g., unit contact timer).
C-780	Ability to create a recurring timer that is activated at agency-defined intervals.
	Ability to alert the dispatcher to the expiration of the timer associated with any incident status change:
C-781	Audible alert
C-782	Visual alert
C-783	Ability to record dispatcher acknowledgement of timer alert.
	When a status timer expires, dispatcher shall have the following options:
C-784	Modify to new time value
C-785	Cancel timer
C-786	Reset to default value
C-787	Ability for a dispatcher to reset an incident status timer at any time.
	Reopening CAD Incidents
C-788	Ability to reopen closed incidents.
C-789	Ability to reopen a closed call without losing previously recorded date and timestamps.
C-790	Ability to assign units to reopened calls.
C-791	Ability to record the re-opening command in the original incident audit trail and continue recording actions to the original audit trail.
C-792	Ability for dispatchers to add comments to a CAD call record after the call is closed without reopening the incident.
C-793	Ability to notify dispatch that comments were added to a closed CAD call record (e.g., without having to reopen the incident).
	Cross-Referencing Calls
C-794	Ability to cross-reference two or more active incidents.
C-795	Ability to link two or more active incidents (e.g., to enable hyperlinks during subsequent incident queries).
C-796	Ability to cross-reference active and closed incidents.

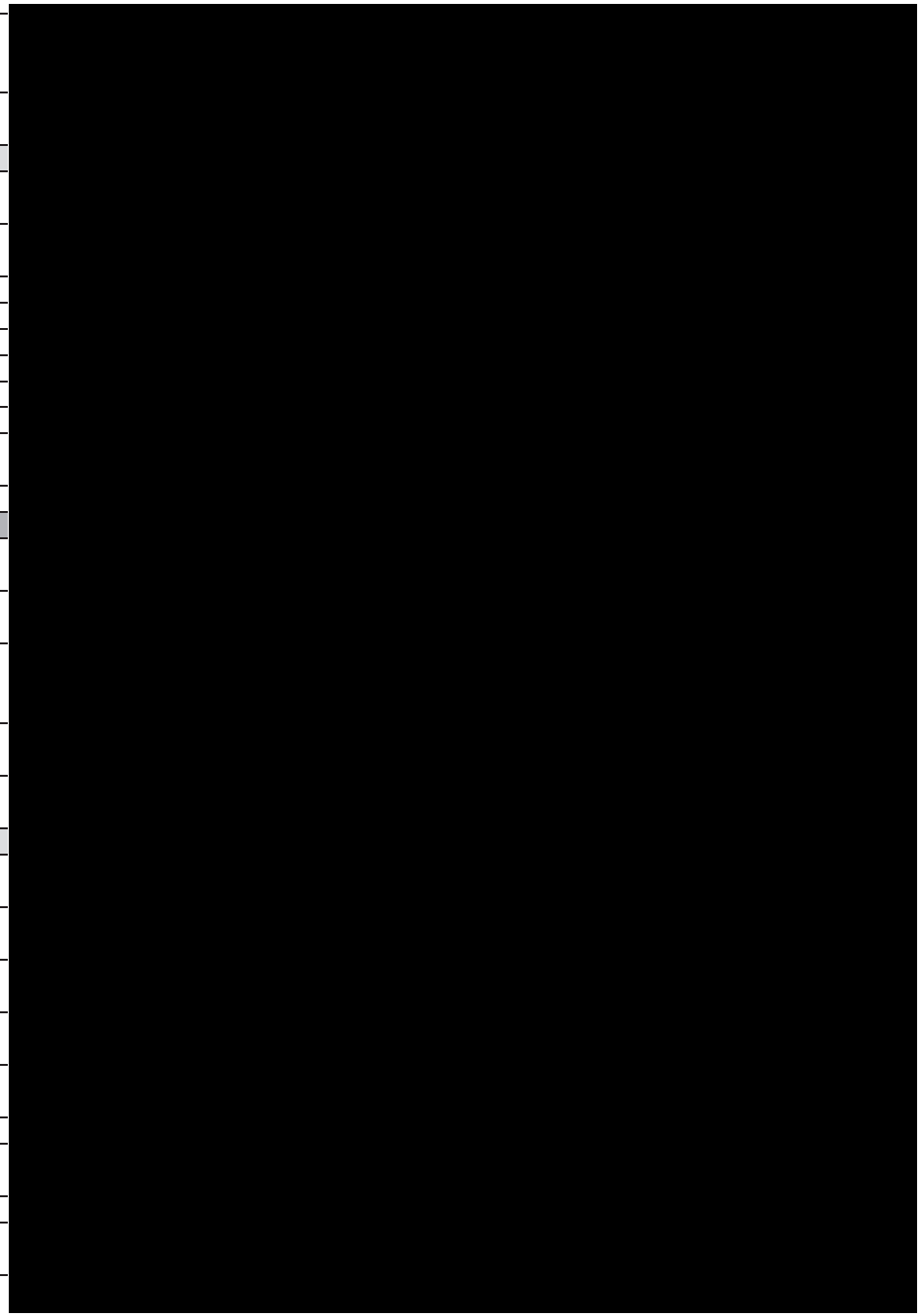
Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-797	Ability to link active and closed incidents (e.g., to enable hyperlinks during subsequent incident queries).
C-798	Ability to cross-reference closed incidents.
C-799	Ability to link closed incidents (e.g., to enable hyperlinks during subsequent incident queries).
	Call Disposition
	CAD Incident Cancellation
C-800	Ability to cancel an incident with a single command.
C-801	Ability to limit the authority to cancel a call by security profile.
C-802	Ability for the agency to determine who has the authority to cancel a call.
C-803	Ability to mandate that the user enter a reason for canceling an incident prior to the system executing the command to cancel.
C-804	Ability to automatically remove the incident from the pending or active incidents queue and add the disposition (e.g., cancelled) upon execution of a command canceling an incident.
C-805	Ability to automatically clear all dispatched units from the incident upon incident cancellation (e.g. upon invoking the cancel command).
	Disposition Recording
C-806	Ability for the agency to define incident disposition types.
C-807	Ability to support an unlimited number of disposition types [if limited, indicate the maximum permissible in the "comments" field]
C-808	Ability for the agency to define multiple disposition types for one incident.
C-809	Ability to define incident disposition types by agency.
C-810	Ability to enter a disposition to clear an incident.
C-811	Ability to require a disposition code before an incident can be cleared.
C-812	Ability for either dispatchers or field personnel to enter the disposition code.
C-813	Ability to enter comments of unlimited-length along with a disposition [if limited, entered the maximum in the "comments" field]
C-814	Ability to require comments based on disposition code.
C-815	Ability to add one or more unit dispositions without affecting the incident disposition.
C-816	Ability to associate each disposition with the unit giving the disposition.
C-817	Ability to create a final master disposition for an incident.
C-818	Ability for each agency to reject a disposition if unsuitable for the incident type based on agency-defined criteria.
	Report Need Determination
C-819	Ability to identify based on disposition type or criteria whether a report is required.
	Ability to transfer call for service data to:
C-820	Police RMS
C-821	Police Field Reporting (e.g. to initiate a report)
C-822	Electronic Patient Care Report
C-823	Fire RMS
C-824	LE/CJIS System data sharing

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-825	CAD-to-CAD Interface
C-826	Ability to initiate a report before incident is closed (e.g., download data to RMS prior to closing the incident in CAD).
	CAD Incident Closure
C-827	Ability to clear more than one selected unit from an incident while leaving one or more selected units on the incident.
C-828	Ability to clear a single unit from an incident without clearing other assigned units from the incident.
C-829	Ability to clear multiple units without closing the incident.
C-830	Ability to clear multiple units with a single disposition.
C-831	Ability to require confirmation before closing a CAD incident.
C-832	Ability to close call that does not require the dispatch of resources.
C-833	Ability to change any call data before closing an incident.
C-834	Ability to change an incident disposition after a call is closed.
C-835	Ability to provide a unique visual indicator (e.g., flag, change in font color) that data has been changed after the call was closed.
C-836	Ability to add an incident disposition after a call is closed.
	Communications Supervisor Support
C-837	Ability for a communications supervisor to monitor system configuration and current staffing (e.g., who is signed-on, at what position, and with what responsibilities).
C-838	Ability for a CAD workstation to be configured as a supervisor workstation upon logon of a user with a CAD supervisor profile.
C-839	Ability to generate statistical information from within the CAD application on all dispatcher activity including all incident management time parameters (time on hold, response time, etc.).
C-840	Ability for a communications supervisor to monitor activity remotely (from a Supervisor desk) on any user workstation.
C-841	Ability for a communications supervisor to remotely take direct control over a workstation.
	CAD Testing/Training Environment
C-842	Ability to support a CAD testing/training environment that is identical to the CAD production environment.
C-843	Ability to designate any production workstation as a training workstation based on user log on.
C-844	Ability to designate any training workstation as a production workstation based on user log on.
C-845	Ability for accurate testing and training to occur without impacting the production environment.
C-846	Ability to visually distinguish testing/training environments from production environments.
C-847	Ability to include all code tables in the testing/training environment.
C-848	Ability for code table updates to propagate throughout the CAD system (e.g., be CAD-wide, not just agency-specific) when appropriate.
C-849	Ability for testing/training code tables to reflect current production code tables.
C-850	Ability to update testing/training system with historical data from production system at agency-defined intervals.



C-851	Ability to seamlessly export changes made to code tables in the testing/training system to the production system.
C-852	Ability to support separate interfaces, to mirror production, in the test and training environments (E9-1-1, Mobile, call triage, RapidSOS, paging, etc.).
	Operational Queries
	Ability to query and view the following by any layer (e.g., beat, sector etc.):
C-853	Active calls
C-854	Assigned calls
C-855	Closed calls
C-856	Priority calls
C-857	Waiting (pending) calls
C-858	Any agency-defined data
	Ability to review a summary of all active calls that have been entered for dispatch by:
C-859	Group
C-860	Priority
C-861	Any agency-defined data
C-862	Ability to review a summary of all pending calls that have been entered for dispatch.
	Ability to query unit history by any combination of:
C-863	Date and time range (e.g., start and end date and time parameters)
C-864	Unit ID(s)
C-865	Personnel ID(s)
	Ability to query resource availability by:
C-866	Current location
C-867	Dispatch group
C-868	Geographic area (e.g., fire zone box, beat, sector)
C-869	Special skills
C-870	Unit types (e.g., apparatus, patrol units, Hazmat, etc.)
	Ability to query unit status by:
C-871	Date and time range
C-872	Dispatch group
C-873	Personnel ID
C-874	Geographic area (e.g., fire zone box, beat, sector)
C-875	Incident type
C-876	Unit ID
C-877	Unit types (e.g., apparatus, patrol units)
	Ability to query the following unit status summary information:
C-878	Elapsed time in current status
C-879	Incident type
C-880	Unit ID
C-881	Unit status
C-882	Ability to search and review historical information by any data entry field.
	Ability to query activity by:
C-883	Unit ID
C-884	Personnel ID
C-885	Date and time range
C-886	Disposition

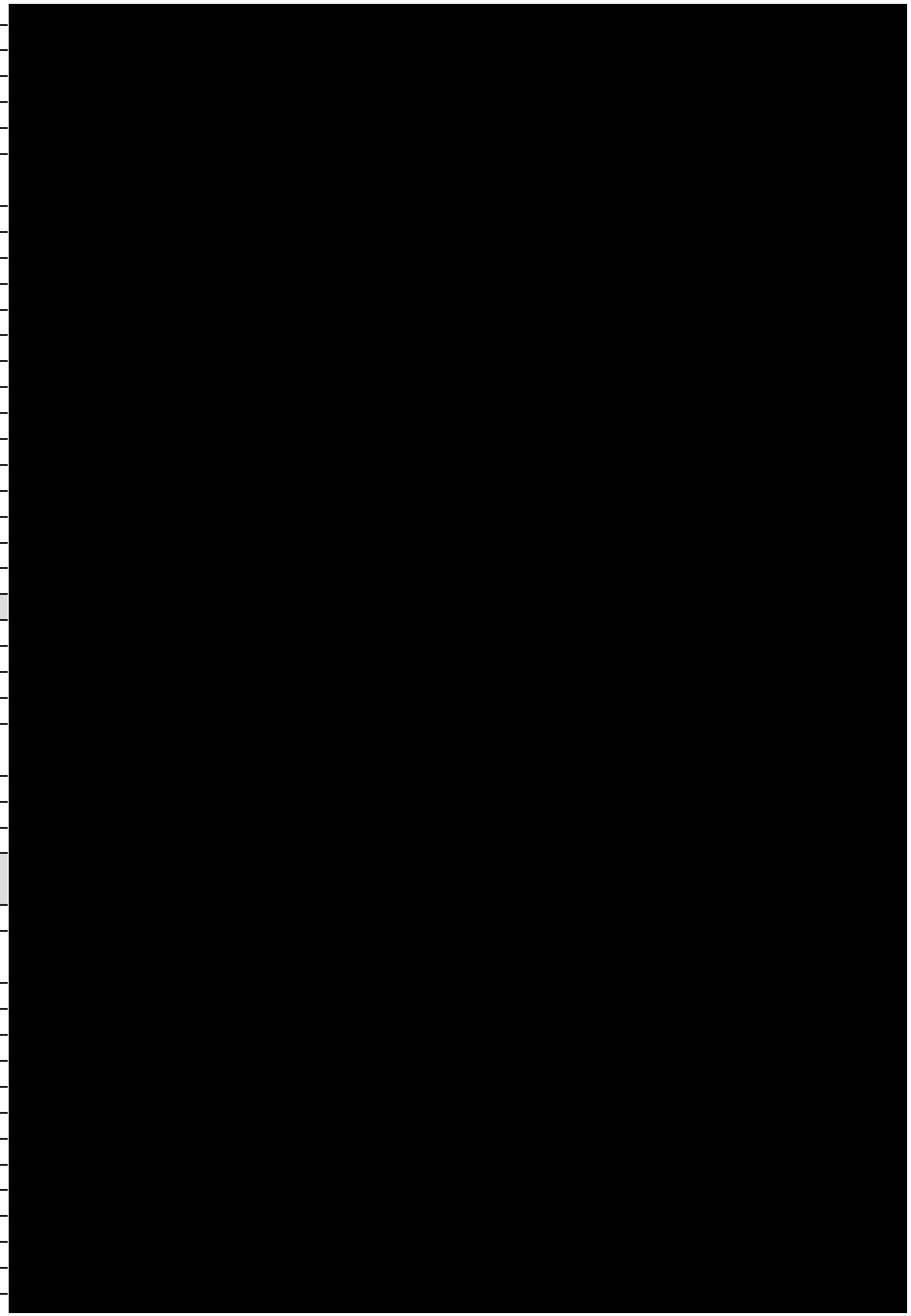
C-887	Geographic area (e.g., fire zone box, beat, sector)	[redacted]
C-888	Incident type	
C-889	Location	
C-890	Reporting area	
C-891	Shift	
	Query Return Features	
C-892	Ability to narrow down searches (search within a search).	
C-893	Ability to drill down on query results.	
C-894	Ability to save queries for later use.	
	Ability to restrict queries that result in large volumes of data by:	
C-895	Providing a warning of the numbers of records found	
C-896	Providing a warning of the size of records found	
C-897	Requesting users to prompt the system to continue the query	
C-898	Ability to limit the number of records viewed at a time to a user-defined number.	
C-899	Ability to clearly indicate when additional information (e.g., more query returns) is available.	
C-900	Ability to print query returns at any time.	
C-901	Ability to direct query results to any printer.	
C-902	Ability to direct query results to any terminal.	
C-903	Ability to sort query results by any criteria (e.g., most recent to oldest, by priority, etc.).	
	BOLOs	
C-904	Ability to create and maintain BOLOs (based upon level of security clearance).	
C-905	Ability to provide an audit trail for BOLOs.	
C-906	Ability for field personnel to create BOLOs.	
C-907	Ability to associate a BOLO with a case number.	
	Ability to provide the following fields for a BOLO record:	
C-908	Date issued	
C-909	BOLO expiration date	
C-910	Nature of the BOLO	
C-911	BOLO priority	
	Subject name:	
C-912	Description	
C-913	Known address or location	
C-914	Date of birth	
C-915	Height	
C-916	Weight	
C-917	Hair color	
C-918	Eye color	
C-919	Subject driver's license number	
C-920	Vehicle description	
C-921	Vehicle license plate	
C-922	Weapon (multiple)	
C-923	Known associates	
C-924	Last known location	
C-925	Direction of travel	
C-926	Contact Information	
C-927	Person issuing the BOLO	
C-928	Additional information in free-form text field	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

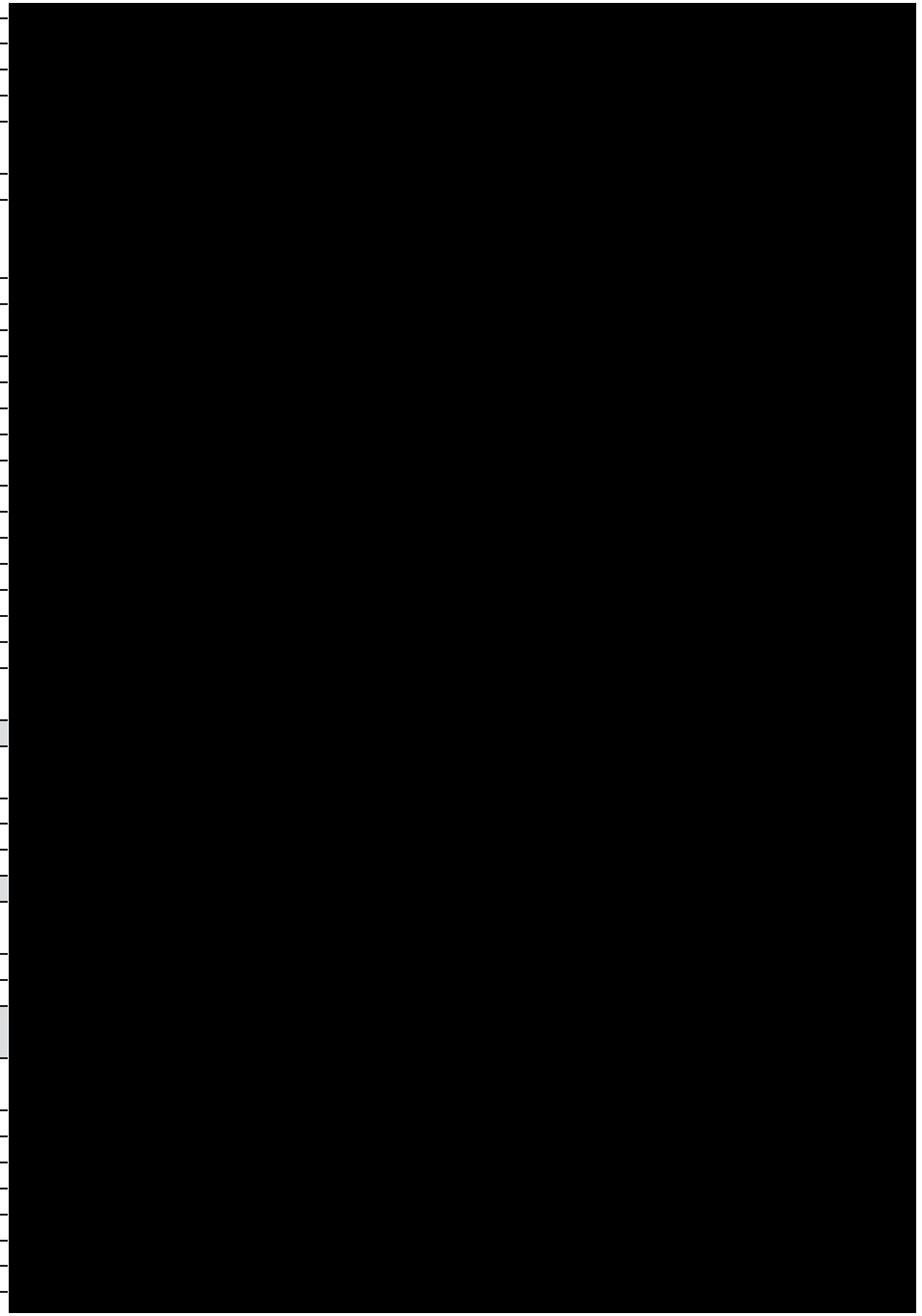
C-929	Ability to search for BOLO based upon any of the above-mentioned items.	
C-930	Ability to accommodate multiple subjects in a BOLO.	
C-931	Ability to accommodate multiple vehicles in a BOLO.	
C-932	Ability to accommodate multiple weapons in a BOLO.	
C-933	Ability to attach a file to a BOLO.	
C-934	Ability to embed a photo in a BOLO.	
C-935	Ability to update a BOLO.	
C-936	Ability to set time limits for BOLO retention.	
C-937	Ability to delete a BOLO.	
C-938	Ability to generate, at user-defined times, reports listing expired BOLOs.	
C-939	Ability to designate groups or individuals to whom BOLOs should be sent.	
C-940	Ability to archive expired BOLO records.	
C-941	Ability to search expired BOLO records.	
C-942	Ability to view BOLO from any device connected to CAD, including Mobile, Smart phone, Web interface, etc	
	Management Reporting	
	Public Release of Information	
C-943	Ability to generate a list of incidents to be shared with the public based on agency-specific business rules.	
C-944	Ability to generate a report containing a summary of incidents for an agency-defined period of time for distribution to the public.	
	CAD Searches	
C-945	Ability to conduct searches in CAD on any available operational data field.	
	CAD Reporting	
C-946	Ability to isolate queries in the database to a single agency's incidents (e.g., Police or Fire/EMS only).	
C-947	Ability to conduct queries system-wide.	
C-948	Ability to run CAD reports without exiting the operational CAD application.	
C-949	Ability to create, within the CAD application, ad hoc CAD reports on any data fields in the CAD database (e.g., without using a third party reporting tool).	
C-950	Ability to create, within the CAD application, standard reports consistent with NFPA 1221 benchmarks.	
C-951	Ability to create, within the CAD application, standard reports consistent with NFPA 1710 benchmarks.	
	Ability to generate the following standard reports from within the CAD application:	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-952	Incident analysis by day of week
C-953	Incident analysis by geographic area
C-954	Incident analysis by hour of day
C-955	Incident analysis by shift
C-956	Incident analysis by call type
C-957	Incident analysis by TTY/TDD
C-958	Incident analysis by geographic area by hour of day
C-959	Incident analysis by census tract
C-960	Incident analysis by zip code
C-961	Incident analysis by any agency-defined layer
C-962	Incident analysis by responding agency
C-963	False alarm reports
C-964	Premise history list
C-965	Processing time by method of call receipt.
C-966	Response times by geographic area
C-967	Response times by type of call/priority
C-968	Response times by original call destination
C-969	Response times by assigned unit
C-970	Total and average time on call – by day of week
C-971	Total and average time on call – by geographic area
C-972	Total and average time on call – by hour of day
	Total calls for service by:
C-973	Date or date range
C-974	Disposition
C-975	Time of day
C-976	Total incidents by date by nature or disposition
C-977	Non-availability of defined resources (e.g., units, apparatus type, equipment type, etc.)
C-978	Mutual aid - received
C-979	Mutual aid - given
C-980	Agency-defined query
	Ability to record and create reports from within the CAD application using a combination of any of the following information:
C-981	Alarm type
C-982	All associated geofile information
C-983	ANI/ALI data including address and phone number
C-984	Business or premise name
C-985	Call priority
C-986	Call taker/dispatcher ID
C-987	Comments/narrative (unlimited)
C-988	Commonplace name (e.g., parks, streets, schools)
C-989	Date and time call answered
C-990	Date and time call disconnected
C-991	Date and time call received by 911
C-992	Date and time incident entered
C-993	Date and time incident routed to dispatch
C-994	Date and time location verified



C-995	Date and time of cleared incidents
C-996	Date range
C-997	En route to on-scene time
C-998	Final disposition
C-999	Gap between time a call was received by a dispatcher and the time it was dispatched to a unit
C-1000	Geographical areas defined by the user (e.g., sector, fire zone box, patrol area, etc.)
C-1001	Hazard information
C-1002	Incident number
C-1003	Incident priority
C-1004	Incident type
C-1005	Location address, description, supplemental location
C-1006	Premise and prior information flag
C-1007	Premise type (e.g., building, location, person)
C-1008	Reporting party information, including name, address and phone
C-1009	Source (e.g., 9-1-1 or 10-digit, radio, other codes as defined by agency)
C-1010	Staffing levels
C-1011	Subject stops
C-1012	Time range (any time-stamped incident to any other time-stamped incident
C-1013	Traffic stops
C-1014	Unit/field personnel
C-1015	Unit status
C-1016	User name and ID of all users associated with the incident
C-1017	Workstation ID associated with all CAD functions performed on incident
	Ability to provide an analytical tool that reviews workload by, but not limited to:
C-1018	Workstation
C-1019	Call taker/dispatcher
C-1020	Ability to track when no field personnel are available to respond to a call.
C-1021	Ability to account for unavailable resources in response time calculations.
	Ability to capture a snap shot, based on day and time parameters, of:
C-1022	A workstation
C-1023	General CAD system
C-1024	Ability to print a chronological incident report.
	Ability to generate, from within the CAD application, a daily listing of incidents and personnel assigned to the incidents including, but not limited to:
C-1025	Workstation/terminal
C-1026	Call taker/dispatcher ID
C-1027	Date/time received
C-1028	Disposition
C-1029	Field personnel name
C-1030	Field personnel ID
C-1031	Incident location
C-1032	Incident number

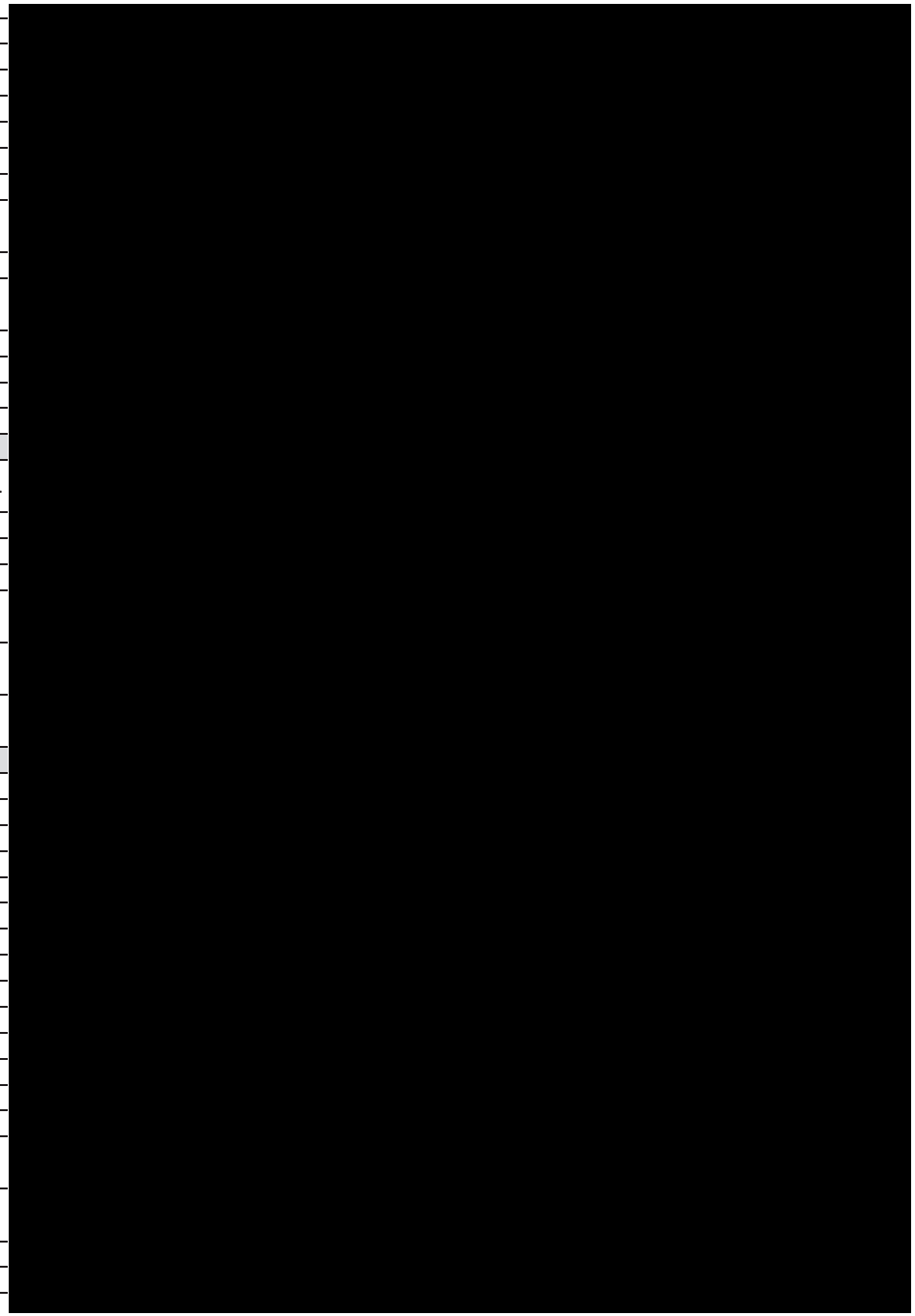


Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-1033	Ability to view requested reports prior to printing.	
	Global Report Features	
C-1034	Ability to use functionality within the CAD application to create standard reports that can be made available to all system users.	
C-1035	Ability to maintain a general library of user-created ad hoc reports.	
C-1036	Ability for all authorized users to access the general library of user-created ad-hoc reports.	
C-1037	Ability for users to put their own queries/reports in a "dashboard" for later use.	
C-1038	Ability for dashboard to utilize real-time information from user-specified RMS components (e.g., training, hydrants, equipment, stations, incidents, activity logs, etc.).	
C-1039	Ability to route reports to pre-selected individuals or groups (via system or agency email).	
C-1040	Ability to schedule reports to be automatically created and distributed.	
C-1041	Ability to save reports for subsequent viewing and/or printing.	
C-1042	Ability to delete reports after viewing and/or printing.	
C-1043	Ability to schedule report generating at specified time frames.	
C-1044	Ability to optionally generate a report in HTML (i.e., for viewing on the intranet or internet).	
C-1045	Ability to make standard reports available for publishing on the intranet or internet.	
	Messaging	
	General Messaging Features	
C-1046	Ability to send messages to a user who is not logged into CAD and cache that message for retrieval when the user logs onto CAD.	
C-1047	Ability for message server to continuously attempt to deliver a message until received and confirmed.	
C-1048	Ability for user to retrieve cached messages upon logon.	
	Ability to support a minimum of the following messaging functions to and from any CAD address:	
C-1049	Desktop-to-desktop messaging	
C-1050	Desktop-to-dispatch messaging	
C-1051	Desktop-to-pager messaging	
C-1052	Desktop-to-unit messaging	
C-1053	Unit-to-desktop messaging	
C-1054	Unit-to-dispatch messaging	
C-1055	Unit-to-pager messaging	
C-1056	Unit-to-unit messaging	
C-1057	Ability to send broadcast messages (e.g. to all users).	
C-1058	Ability to support real-time instant messaging.	
	Ability to display the following identifiers within a message:	
C-1059	Sender name	
C-1060	Sender date	
C-1061	Sender time	
C-1062	Sender workstation ID	
C-1063	Sender unit ID	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-1064	Receiver name
C-1065	Receiver date
C-1066	Receiver time
C-1067	Receiver workstation ID
C-1068	Receiver unit ID
C-1069	Ability to assign and change a priority to a message (e.g., routine, urgent, emergency).
C-1070	Ability for system administrator to define message precedence.
C-1071	Ability for each terminal to have a unique identifier included in each transmission to the host.
C-1072	Ability to provide a web-based version of messaging capabilities.
C-1073	Ability for web version of messaging to be accessed with customer-defined security procedures (i.e., user ID and personal security number).
C-1074	Ability to automatically integrate dispatch-related messages to an incident.
C-1075	Ability to store messages for later viewing.
C-1076	Ability for host computer to store unread messages when user logs off.
C-1077	Ability for messages to be sorted by most recent or first received.
	Sending Messages
C-1078	Ability to create easily accessible agency-defined message forms for specific message types.
C-1079	Ability to create and save agency-defined message groups.
C-1080	Ability to create and save user-defined message groups.
C-1081	Ability to send messages across agencies (e.g., police to fire and vice versa).
C-1082	Ability to select a recipient via a single keystroke or mouse click from the unit status window within CAD.
C-1083	Ability of users to select any number of people as part of a message group with no limitation on the number of people in a group.
C-1084	Ability to enter unlimited narrative with wrap-around feature [if characters are limited, indicate the maximum in the "comments" section]
	Ability to send a message to the following:
C-1085	Battalion
C-1086	District
C-1087	Sector
C-1088	Group of user IDs
C-1089	Group of workstations names
C-1090	Units associated with an incident number
C-1091	Units within a user-defined location (based on selected radius on map)
C-1092	Logged on units
C-1093	Mobile Data Device ID/Name
C-1094	Position IDs (e.g., dispatcher)
C-1095	Unit ID
C-1096	User ID
C-1097	User name
C-1098	Workstation ID or name
C-1099	Ability to automatically populate the "To" field on the message mask when selecting recipients.
C-1100	Ability to select a recipient by a single command to create a message (e.g., double click on a logged on user and message screen pops up)
C-1101	Ability to add to a message before forwarding to another user.
C-1102	Ability to attach files to messages.



Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-1103	Ability to imbed images within messages.	[redacted]
C-1104	Ability to set agency-defined file size limit.	
C-1105	Ability to automatically compress and resize images to comply with agency-defined file size limits.	
C-1106	Ability to send a message to all units handling a specific incident.	
C-1107	Ability to send information displayed on screen to another workstation.	
C-1108	Ability to transmit a reply message to the originator of a currently displayed message without having to reenter the originator's address.	
C-1109	Ability to transmit a "reply all" message to multiple recipients that were part of the originator's message group.	
C-1110	Ability to create messages that are retained in the system and sent at pre-specified times.	
C-1111	Ability to provide a notification for delivery of messages to the device.	
C-1112	Ability to provide a notification for non-delivery of messages (i.e., a message sent to a device or group of devices could not be delivered if a user is not signed-on to the device(s)).	
	Receiving Messages	
C-1113	Ability to notify receiver via an audible and/or visual flag that a new message has arrived in mailbox.	
C-1114	Ability to notify receiver of an unread message after an agency-defined time period.	
	Ability to provide a visual distinction between the following:	
C-1115	External messages (from external system)	
C-1116	General messages	
C-1117	System messages	
C-1118	Query returns	
C-1119	Ability to segregate query returns from general messages (e.g., separate folders or windows).	
C-1120	Ability to prevent incoming messages from interfering with current work.	
C-1121	Ability to notify receiver of total number of unread messages.	
C-1122	Ability for each message to be displayed in a separate window.	
C-1123	Ability for messages to be queued in an "inbox" for later viewing at the convenience of users.	
C-1124	Ability to identify high priority messages by type of priority (e.g., felony warrant return versus user-defined urgency).	
C-1125	Ability of the receiving user to enter a single keystroke command to retrieve and display the message.	
C-1126	Ability to set message priority of specific system generated messages (e.g., high priority of warrant file returns).	
C-1127	Ability to query message logs by agency-defined criteria (e.g., date/time range, sender, recipient, device).	
C-1128	Ability to note time opened/read by receiver.	
C-1129	Ability to queue and display message waiting by priority.	
C-1130	Ability to clear a message from the queue.	
C-1131	Ability to retain a message in the queue.	
	Ability to provide the following message indicators:	
C-1132	Message acknowledged or not received	
C-1133	Message viewed	

C-1134	Number and priority of queued messages	
C-1135	Number of messages received	
C-1136	Number of messages waiting	
	Ability to utilize standard keys/touch screen functions to perform the following with one keystroke:	
C-1137	Clear display	
C-1138	Clear/erase message	
C-1139	Clear/erase operator's entire message queue with prompt to confirm deletion	
C-1140	Display next message	
C-1141	Print/routing	
C-1142	Store/recall message from message queue	
	Ability to audit messages at a minimum, using the below:	
C-1143	Sender name	
C-1144	Sender ID	
C-1145	Receiver Name	
C-1146	Receiver ID	
C-1147	Subject keyword	
C-1148	Message body keyword	
C-1149	Date range	
C-1150	Time Range	
C-1151	Attachments	
C-1152	Any combination of the above	
C-1153	Ability to store messages in an agency-defined buffer size.	
C-1154	Ability to delete oldest messages as buffer fills.	
	CAD System Administration	
	CAD Table Maintenance	
	Ability to include, at a minimum, the following data tables:	
C-1155	Call source (e.g., officer-initiated, 9-1-1, 10-digit, etc.)	
C-1156	Call types and priorities	
C-1157	Caution or Hazard information	
C-1158	Commands	
C-1159	Common Locations	
C-1160	Devices (Mobile devices, handhelds, workstations, etc.)	
C-1161	Dispositions	
C-1162	Equipment	
C-1163	Event error logs (so vendor can identify and troubleshoot errors)	
C-1164	Fire zone box	
C-1165	Patrol and command area definitions	
C-1166	Personnel, including emergency contact information and current assignment	
C-1167	Recommendation plans	
C-1168	Skills or capabiltiies of personnel and units	
C-1169	Stations or Sub-stations	
C-1170	Timers	
C-1171	Unit status types (i.e., assigned, unassigned, assigned but available)	
C-1172	Units	
C-1173	Ability for data tables to be agency-specific.	
C-1174	Ability for a user to add a unit for use "on the fly."	
	Ability to allow the agency to define the following:	
C-1175	Category codes for pull-down lists	

C-1176	Codes for each valid call disposition used when clearing a call	
C-1177	Codes for the methods the agency receives calls (e.g., 9-1-1, cell phone, etc.)	
C-1178	Codes used to identify areas for statistical reporting reasons	
C-1179	Dispatch codes	
C-1180	Priorities assigned to call codes	
C-1181	Response procedures	
C-1182	Subtypes of calls	
C-1183	Ability to configure commands (e.g., VS = vehicle stop).	
C-1184	Ability to configure status code colors.	
C-1185	Ability to create and maintain a call type classification that is based upon the time of day.	
C-1186	Ability to modify code tables without advanced database knowledge.	
	CAD Configuration	
C-1187	Ability to create agency-defined data entry screens.	
C-1188	Ability to create agency-defined data fields within entry screens.	
C-1189	Ability to configure the field entry sequence.	
C-1190	Ability to create conditional fields and mandatory data elements based on agency-defined criteria.	
C-1191	Ability for agency to add or change data elements on any screen based on defined system permissions.	
C-1192	Ability to create agency-defined data lists for all configurable drop-down menus.	
	Ability for agency to configure alerts:	
C-1193	Associated message displayed	
C-1194	Audible indicator	
C-1195	Visual indicator	
	Deployment Plans	
C-1196	Ability to generate temporary deployment plans.	
C-1197	Ability to include multiple agencies in deployment plans.	
C-1198	Ability for user to override temporary deployment plan recommendation.	
C-1199	Ability to maintain deployment plans for a location.	
C-1200	Ability to retrieve and load a new deployment plan with a single command.	
C-1201	Ability to load a new deployment plan without stopping or pausing application operations.	
	Agency-Configurable Response Plans	
	Ability to develop agency-configurable response plans based on:	
C-1202	Geographic area (e.g., beat, sector, fire zone box, etc.)	
C-1203	Multiple response route configuration (e.g., divided highway).	
C-1204	Time of day	
C-1205	Alarm level	
C-1206	Call type	
C-1207	Fire pre-plan	
C-1208	Resource availability	
C-1209	Station coverage requirements	
C-1210	Ability to accommodate a minimum of ten alarm levels.	
C-1211	Ability to assign a single response plan with multiple call types.	
C-1212	Ability for a communications supervisor to update the response plans (e.g., without assistance from technical support or vendor).	
	Premise History File Maintenance	
C-1213	Ability to update/create CAD premise history files.	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-1214	Ability to automatically update premise history when an incident occurs.
	Ability to capture the following information when creating premise history:
C-1215	Date and time stamp
C-1216	Date of incident
C-1217	Disposition
C-1218	Type of incident
C-1219	Incident number
C-1220	Narrative text of unlimited length [if limited, indicate maximum in the "comments" field]
C-1221	Premise safety flag (e.g., checkbox for common types such as Domestic Violence, Gang, etc.)
	Ability to capture and maintain specific premise information, including but not limited to the following:
C-1222	Alarm/access information
C-1223	Officer Safety issues at location
C-1224	Emergency contact information
C-1225	Hazardous conditions
	Previous calls for service based on at least the following:
C-1226	Address/Location
C-1227	Contact information
C-1228	Date and time
C-1229	Incident number
C-1230	Incident type
C-1231	Previous contacts with person(s) associated with the call
C-1232	Protective orders at location
C-1233	Sexual offender at location
C-1234	Special populations
C-1235	Total number of previous calls for service based on a customer-defined period of time
C-1236	Ability to store premise information for an agency-defined length of time.
C-1237	Ability to store premise information for a specific apartment unit/suite number.
C-1238	Ability to define valid date ranges for time limited premise information at a given location (e.g., information valid between <start date> and <end date>.
	Ability to include in a premise record the following information when premise information is added or changed:
C-1239	Expiration date (can be auto filled based on user-defined expiration dates and date stamp)
C-1240	Time and date stamp at time of entry
C-1241	Unit ID of person entering information
C-1242	Agency of person entering information
	Hazard File Maintenance
	Ability to enter hazards associated with:
C-1243	Persons
C-1244	Specific locations
C-1245	Address ranges
C-1246	Vehicles
	Ability to enter a hazard with at least:
C-1247	Expiration date (can be auto filled based on user-defined expiration dates and date stamp)
C-1248	Time and date stamp at time of entry

[redacted]

C-1249	Unit ID of person entering information	
C-1250	Agency of person entering information	
C-1251	Name of person entering hazard	
C-1252	Time and date stamp at time of entry	
C-1253	Ability to assign codes to hazard types.	
C-1254	Ability to create templates for hazards (e.g., chlorine storage) that are triggered by agency-defined location types (e.g., swimming pool).	
C-1255	Ability to assign priorities to hazard codes.	
C-1256	Ability to assign expiration dates to hazards.	
	Pre-Plans	
C-1257	Ability for CAD to access existing pre-plan information.	
	Ability to provide data fields to maintain pre-plans information, including, but not limited to:	
C-1258	Facility Address	
C-1259	Facility Name	
C-1260	Facility Phone Number	
C-1261	Occupancy Type	
C-1262	Emergency contact name (multiple)	
C-1263	Emergency contact phone number (multiple)	
C-1264	Lock Box Location	
C-1265	Fire Department Connection Location	
C-1266	Hours of Operation	
C-1267	Life Hazards	
C-1268	Maximum Occupancy	
C-1269	Special Information	

C-1270	Invalids	[redacted]
C-1271	Construction type	
C-1272	Exterior Walls	
C-1273	Interior Walls	
C-1274	Roof type	
C-1275	Hazard Rating	
C-1276	Special Hazards	
C-1277	Building Height	
C-1278	Above Grade	
C-1279	Below Grade	
	Fire Protection:	
C-1280	Standpipe/Sprinkler Connection (multiple)	
C-1281	Primary Hydrant	
C-1282	Secondary Hydrant	
C-1283	Hydrant on Alternate Main	
C-1284	Other system (e.g., Halon)	
	Utilities:	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-1285	Gas shutoff location	[redacted]
C-1286	Electric shutoff location	
C-1287	Water shutoff location	
C-1288	Fuels (type) shutoff location)	
C-1289	Fire Box No.	
	Exposures:	
C-1290	Interior (type and amount)	
C-1291	Exterior (type and amount)	
C-1292	HazMat (type and amount)	
C-1293	Narrative	
	Completed by:	
C-1294	Name	
C-1295	Badge No.	
C-1296	Date	
C-1297	Reviewer	
C-1298	Ability to create templates for pre-plans.	
C-1299	Ability to include images on pre-plan information.	
	Flags and Notifications Maintenance	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-1300	Ability to prevent users from disabling audible warning tones.
C-1301	Ability for high priority incident flags to be available to user but not prevent operator from continuing current work (e.g., window does not cover entire workstation screen).
C-1302	Ability to provide narrative information with flags.
C-1303	Ability to keep hazard and event flags in CAD system for an unlimited length of time until manually removed by administrator/supervisor.
C-1304	Ability to notify system administrator when flags exceed a customer-defined time period.
C-1305	Ability to archive deleted hazards and event flags.
C-1306	Ability to maintain a record of deleted hazards and event flags.
	Administrative Contact Database
C-1307	Ability to maintain a searchable list of contact information and telephone numbers related to other city and state departments, utility companies, hospitals, ambulance companies, and other law, fire, and EMS agencies.
C-1308	Ability for assigned staff with proper security clearance to update contact list on an as needed basis.
C-1309	Ability to access administrative contact database directly from CAD window.
C-1310	Ability to access administrative contact database from other than a CAD workstation based on security permission (Mobile, web, handheld, etc.)
C-1311	Ability to create and maintain an agency-defined centralized database of indexed resource telephone, pager and unit radio assignments accessible by all CAD users (Mobile, handheld, web, etc.).
C-1312	Ability to access external RMS Personnel modules directly from CAD.
	CAD Recovery
C-1313	Ability to retain and display last-known unit and incident status in the event of a catastrophic system failure (e.g., at the workstation, remote external logging device or similar solution).
C-1314	Ability to reset numbering after CAD system has been restarted.
C-1315	Ability to retain CAD numbering sequence after system has been restarted.
C-1316	Ability to add incidents retroactively independent of incident number order or sequential time sequence (i.e., incident 15 may have occurred after incident 20) in the event that the CAD system is unavailable for a time.
C-1317	Ability to process retroactive incidents and assign incident numbers in the same manner as new incidents; the times associated with the incident can be manually edited to preserve actual timeline.
C-1318	Ability to recreate a moment in time - snapshots (including map) of what was happening at a given time (e.g., every hour) either electronically or in printed form.
C-1319	Ability to set aside a block of call for service numbers in the event of a catastrophic CAD failure to enable a manual workflow and tracking.
C-1320	Ability to indicate in the audit trail that an incident was entered "retroactively".
	Additional Fire Dispatching Requirements
	Move-up Management

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-1321	Ability to identify station coverage deficiencies based on minimum staffing levels by apparatus type.	[redacted]
	Ability to recommend move-ups based on:	
C-1322	Fixed station order	
C-1323	Current vehicle location (e.g., AVL)	
C-1324	Alarm levels	
	Ability for dispatchers to:	
C-1325	Accept move-up recommendations	
C-1326	Override move-up recommendations	
C-1327	Ability to reverse move-ups as apparatus clear calls.	
C-1328	Ability to distinguish between assigned units and units in move-up or cover status.	
C-1329	Ability to provide an alert when locations are nearing station coverage deficiencies.	
C-1330	Ability for move-up recommendations to take into account units from neighboring jurisdictions (e.g., other cities, mutual aid).	
C-1331	Ability for move-up recommendations to take into account the number of nearby units that are attending the incident and recommend units from farther away (e.g., Pull units from 5 miles away as opposed to 2 miles away to prevent a coverage "black hole")	
	Integrated Dispatching Protocols	
C-1332	Ability to provide integrated questionnaires to assist call takers with logically ordered questions to assess the nature of the emergency.	
C-1333	Ability for the agency to configure the questionnaires to meet local call classification requirements.	
C-1334	Ability to capture the questions and answers as part of the CAD incident record.	
C-1335	Ability to recommend a call type and priority based on the responses to the questionnaire.	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

C-1336	Ability to recommend the most appropriate unit based on the responses to the questionnaire.	[redacted]
C-1337	Ability to provide protocols for pre-arrival instructions based on the nature of the emergency.	
C-1338	Ability to integrate with Dispatch protocols (EPD, EMD, EFD).	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Request for Proposals
Mobile - Functional Specifications

Item #	Specification	Vendor Response	Vendor Comments
	General Mobile Data Computing Features		
M-1	Ability to timestamp all field and dispatch transmissions to and from Mobile.		
M-2	Ability for user to select printer for which to print from.		
	Ability to log all mobile activities (e.g., chats, queries, uploads/downloads of field reports) by the following:		
M-3	Agency (i.e., Sheriff, Police Departments, Fire Departments)		
M-4	Date and time of transmission		
M-5	Incident number		
M-6	IP Address		
M-7	Mobile Terminal ID		
M-8	Unit call sign		
M-9	User ID		
M-10	User name		
M-11	Vehicle ID		
M-12	Ability to provide a visual alert if Mobile is receiving negative response from CAD system (no connection to CAD).		
M-13	Ability to continuously attempt to reconnect to CAD system in the event connectivity is lost.		
M-14	Ability to "store and forward" any actions performed while disconnected, upon reconnection. Timestamps of any actions while disconnected are retained and used in CAD (not the reconnection time)		
M-15	Ability to provide screen display formats that are consistent across the application.		
M-16	Ability to configure screen formats based upon agency (e.g., different display screens for FD and PD).		
M-17	Ability to support multiple screen formats on the same Mobile (e.g., allow certain members of FD access to Law functions).		
	Ability for each user to configure the display of their Mobile, including:		
M-18	Font color		
M-19	Font size		
M-20	Window size		
M-21	Window location		
M-22	Day/Night mode		
M-23	Ability to store a user profile for mobile display configuration for auto-configuration upon log-in.		
	Ability to perform the following tasks at any Mobile:		
M-24	Access and display electronic maps		
M-25	Access and display electronic photos		
M-26	Electronic messaging between all Mobiles		
M-27	Electronic messaging between Mobiles and CAD		
M-28	Store files on removable media (CD, thumb drive, etc.)		
M-29	Access any systems interfaced to CAD		
	Mobile Application User Interface		
M-30	Ability for user to toggle among applications on the Mobiles.		

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

M-31	Ability for all information to be displayed in real time without user intervention.
M-32	Ability for user to toggle among windows.
M-33	Ability for user to minimize or expand any window.
M-34	Ability to support touch-screen functionality.
M-35	Ability to support voice activated (voice command) functionality.
M-36	Ability to support text-to-voice functionality.
M-37	Ability to display all timers created by CAD operator.
M-38	Ability to fully support APS functionality (e.g., voice-to-text, text-to-voice, etc.).
	Ability to accept input from:
M-39	2D barcode reader (driver's license)
M-40	Card swipe device
M-41	Command entries on a command line
M-42	Fingerprint reader
M-43	Function keys (one touch keys)
M-44	Point-and-click devices (i.e., mouse, trackball, touch pad)
M-45	Voice
	Ability to configure a default for the following application settings:
M-46	Audible message
M-47	Audible tones
M-48	Color
M-49	Reverse video (e.g., day/night mode)
M-50	Ability to allow users to return to application default settings.
M-51	Ability for users to select a configuration scheme that accommodates color-blindness.
M-52	Ability for users to select a touch screen configuration that accommodates protective hand gear (e.g., big buttons).
M-53	Ability to support multiple on-screen button configurations (e.g., left side, right side, top or bottom).
M-54	Ability to provide visible differentiation (e.g., color) between active applications.
	Ability to display the following information on the screen during normal operations:
M-55	Availability of wireless connectivity
M-56	Communication verification and other Mobile operational status indicators
M-57	Current unit
M-58	Current unit status (regardless of who assigned the updated status)
M-59	Current system date and time
M-60	Incident number
M-61	Message alert
M-62	Radio talk group (if assigned)
M-63	Screen name/description
M-64	Unit ID
M-65	User ID
M-66	Vehicle location
M-67	Ability to view multiple calls simultaneously (e.g., in different windows).
M-68	Ability to view all incident data on a single window with scroll down capabilities.
M-69	Ability to view all incident data and map in same window (e.g. incident info on left, map on right)
M-70	Ability to open any incident to view dispatch data, units and incident notes.
M-71	Ability to display incident status based on incident priority.
M-72	Ability to display incidents using different colors for different priorities.
M-73	Ability to utilize backwards and forwards buttons to maneuver through screens.
M-74	Ability to set user-defined criteria for how data is displayed (e.g., incident screen, unit screen)

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

M-75	Ability for all data displayed within columns to be updated in real-time without user intervention (e.g., incidents, unit statuses, etc.)
M-76	Ability to share view screens with other users logged onto the system (e.g., whiteboard/SharePoint type functionality)
M-77	Ability for each unit status to be displayed in a unique color.
	Ability to select other units from the Mobile and show:
M-78	Coordinates
M-79	Location on a map
M-80	Staff assigned
M-81	Agency information
M-82	Incident assignments
M-83	Message log between users
M-84	Ability to have City intranet access embedded in the Mobile client.
M-85	Ability for each user to turn on/off alerts.
	Function Keys/Commands
M-86	Ability to support single keystroke commands.
M-87	Ability to define sub-menus for buttons and function keys so that button and function key commands are based on previous commands.
	Ability for each agency to define keystroke shortcuts for common tasks, including, but not limited to:
M-88	Access to mobile map
M-89	Arrived/unit on-scene
M-90	Arrived/unit at staging location
M-91	Arrived/in area
M-92	At hospital
M-93	At patient
M-94	Clear/available
M-95	Display message
M-96	Display active incidents
M-97	Disposition call
M-98	Emergency
M-99	En route
M-100	In-service
M-101	In-quarters
M-102	Logon/logoff
M-103	Out-of-service
M-104	Retrieve call information
M-105	Retrieve premise information
M-106	Retrieve roster
M-107	Retrieve unit status
M-108	Routine queries (e.g., license plate or name lookup)
M-109	Units assigned to call
M-110	Update unit status
M-111	Ability to pull up a "call disposition" mask.
M-112	Ability to provide a drop down menu for call dispositions.
M-113	Ability for each agency to define call dispositions.
M-114	Ability to reject a disposition if unsuitable for the incident type.
M-115	Ability to provide a text field for disposition comments.
M-116	Ability to clear all units from a call upon the entry of a disposition from the Mobile.
M-117	Ability to require a confirmation prior to clearing all units from a call from the Mobile.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

M-118	Ability to require a Mobile user to enter a disposition prior to clearing the last unit from the Mobile.
M-119	Ability for each agency to have their own unique disposition codes and not be presented with disposition codes used by other agencies (e.g., FD only sees Fire disposition codes).
M-120	Ability to configure a Mobile button (tool bar or function key) to launch any third-party program (e.g., Adobe, Word, etc.).
	Security
M-121	Ability to require both user identification and password.
M-122	Ability to require two-factor authentication
M-123	Ability for agency to set the time a Mobile can remain inactive before automatically logging out the user.
M-124	Ability for agency to set the time a Mobile can remain inactive before automatically locking out the user.
M-125	Ability to print a log of all transactions for a Mobile computer.
M-126	Ability for client to remain logged in (to CAD), despite software shut-downs or computer re-boot.
	Systems Integration
	CAD/Mobile Integration
M-127	Ability to log onto the CAD system from the Mobile.
M-128	Ability to view all incident information available in CAD on the Mobile.
M-129	Ability to view all location information available in CAD on the Mobile.
M-130	Ability to confirm the receipt of status updates from the Mobile.
M-131	Ability to run multiple applications (e.g., mobile, automated field reporting) on the Mobile at the same time, with CAD operations having precedence over reporting operations.
M-132	Ability to receive dispatch alerts and/or indicators without losing current work.
M-133	Ability to acknowledge dispatch without losing current work.
M-134	Ability to bring dispatch to forefront without losing current work.
M-135	Ability to configure audible alert tone for dispatch notification.
M-136	Ability to receive and acknowledge a dispatch notification without losing any data from other applications.
M-137	Ability to query employee database of contact information.
M-138	Ability to query any database within the CAD application from the Mobile.
M-139	Ability to query any system interfaced to the CAD application.
	Police RMS/Mobile Integration
M-140	Ability to have a direct link to RMS queries, and pull name and vehicle queries directly from the name and vehicle form without an additional login or retyping the words.
M-141	Ability to run queries from the Mobile into the Police RMS.
M-142	Ability to message between CAD/Mobile stations and users on the Police RMS.
M-143	Ability to automatically query the Police RMS upon dispatch to a location.
M-144	Ability for Police to access Fire RMS information (e.g., pre-plans) from the Mobile.
M-145	Ability for alerts created in CAD or RMS to be made available to users in the Mobile environment.
M-146	Ability to link log-on information with Personnel data in the Police RMS (e.g., User ID identifies special skills associated with user)

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

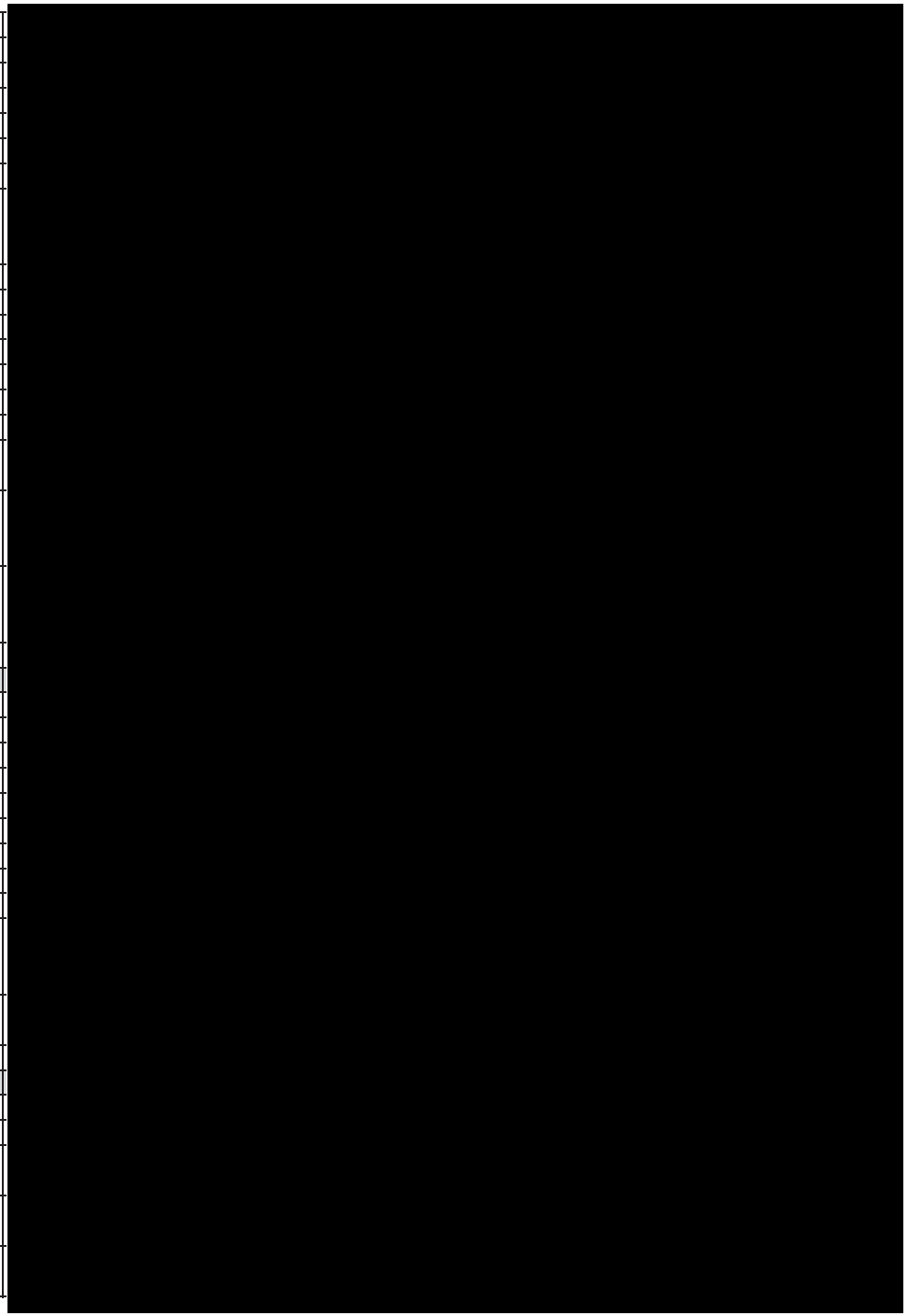
	Fire RMS/Mobile Integration
M-147	Ability to run queries from the Mobile into the Fire RMS.
M-148	Ability to message between CAD/Mobile stations and users on the Fire RMS.
M-149	Ability to automatically query the Fire RMS upon dispatch to a location (e.g., pre-plans, hazardous information made available to user).
M-150	Ability to utilize any Fire RMS data in Mobile (inspections, hydrants, staffing, schedules, etc.)
M-151	Ability to link log-on information with Personnel data in the Fire RMS.
M-152	Ability for alerts created in CAD or Fire RMS to be made available to users in the Mobile environment.
	Logon/Logoff
	Ability to require any agency-determined combination of the following information to logon to CAD/Mobile system:
M-153	Biometrically obtained information (two-factor authentication)
M-154	Equipment (equipment serial numbers, equipment descriptions, etc.)
M-155	Identification card
M-156	License plate number
M-157	Partner ID(s)
M-158	Password
M-159	Personnel/badge number
M-160	Radio ID(s)
M-161	Position ID(s) (e.g., driver)
M-162	Unit ID
M-163	User ID
M-164	User name(s)
M-165	Vehicle ID
M-166	Status (e.g., in service, out-of service, etc.)
M-167	Agency-defined
M-168	Ability to save data entered into user logon fields that remains the same from session to session (e.g., all information other than password).
M-169	Ability for each agency to define mandatory logon fields.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

M-170	Ability to allow agency to define mandatory logon fields for users not logging on to CAD through a Mobile.	
	Ability to logoff with the following information:	
M-171	Mileage	
M-172	Unit ID	
M-173	Miscellaneous comments	
M-174	Ability to support a single password sign-on to CAD, the Mobile and the operating system.	
M-175	Ability to automatically provide notification following a Mobile-defined number of unsuccessful logon attempts.	
	Ability to automatically notify the following of Mobile logon and logoffs (e.g., name, ID, etc.):	
M-176	Dispatchers	
M-177	Field supervisors	
M-178	Ability to logon multiple individuals per unit. (up to 6 for fire)	
M-179	Ability to assign an individual to a unit at any time from within the mobile application.	
M-180	Ability to remove an individual from a unit at any time from within the mobile application.	
M-181	Ability, when there are multiple users logged onto one Mobile to allow one user to logoff the system while allowing another to remain logged on.	
M-182	Ability for a resource to be logged on but not available for service.	
M-183	Ability for a unit logged on to automatically default to a defined status (Available, In Quarters, Out of Service, etc.).	
M-184	Ability to assign a log-on status at login.	
M-185	Ability to logoff personnel without logging off the associated apparatus (e.g., firefighters changing shift).	
M-186	Ability to logoff a Mobile and remain logged into CAD system.	
	Ability for a user to logoff the system and save information on the Mobile including:	
M-187	In-progress reports	
M-188	Messages	
M-189	Notes	
M-190	Query returns	
	Ability to store the following until manually deleted by the user:	
M-191	In-progress reports	
M-192	Messages	
M-193	Notes	
M-194	Query returns	
M-195	Ability to support a user-initiated download of software/files at logon without interfering with operational performance.	
M-196	Ability to support an automatic download of software/files at logon without interfering with operational performance.	
M-197	Ability to separate Mobile logoff from designating status as off-shift.	
M-198	Ability to separate Mobile logon from designating status as on-shift.	
M-199	Ability to provide a confirmation window upon a user attempting to log out of the Mobile application.	
	Mobile Mapping	
M-200	Ability to support AVL functionality.	
	Ability to support AVL Data using, but not limited to the below protocols and integrations:	
M-201	NMEA AVL Data Protocol.	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

M-202	TAIP AVL Data Protocol.
M-203	Windows Location Services.
M-204	TCP
M-205	UDP
M-206	Bluetooth
M-207	USB
M-208	Ability to cache map layers to minimize the amount of data transmitted wirelessly.
M-209	Ability to utilize Google map data for display.
M-210	Ability to update unit and incident locations on map without resetting the entire map.
M-211	Ability to update map wirelessly.
M-212	Ability for map to function in the background and not supersede other applications.
M-213	Ability to zoom in/out to fixed extents.
M-214	Ability to pan by swiping across touchscreen.
M-215	Ability to display map legend.
M-216	Ability to display compass direction between two user selected points.
M-217	Ability to graphically display street network for a desired coverage area.
M-218	Ability to select map layers for display.
M-219	Ability to create an agency-defined boundary layer (e.g., beat, fire zone box)
M-220	Ability to automatically refresh current vehicle location at agency-defined intervals.
	Ability to center map display on:
M-221	Current vehicle location (with AVL)
M-222	Midpoint between vehicle location and dispatch location
M-223	Dispatch location
M-224	Location of cursor when mouse button is clicked
M-225	Vehicle activating emergency activation key
M-226	Specified geographic area (e.g., entering an address via text entry)
M-227	Other user logged on
M-228	Incident location
M-229	Ability to display location at cursor when mouse button is clicked.
M-230	Ability for user to access apartment complex maps upon clicking on the location for a complex (assuming user-created map layer containing site maps).
M-231	Ability to add and/or delete bookmarks.
M-232	Ability to center the map on a verified location and mark the location with a unique icon.
	Ability to select and view X/Y (lat/long) coordinates:
M-233	Current location
M-234	Selected location on a map
M-235	Ability to display other field units in the same agency on mobile map (assuming AVL and sufficient bandwidth).
M-236	Ability to display other field units in other agencies, by user selection, on mobile map (assuming AVL and sufficient bandwidth).
M-237	Ability to display other field units responding on the same assigned incident (regardless of Agency) on mobile map (assuming AVL and sufficient bandwidth).



M-238	Ability to make temporary "marks" on map (e.g., to note locations of a perimeter or the locations of apparatus at a large scene).
M-239	Ability to display active incidents and unit statuses on the map.
M-240	Ability to filter the display of active incident and unit status based on map scale.
M-241	Ability to enter an address and display map along with indicators of additional information available in the system.
M-242	Ability to display user-specified map layers (e.g., hydrants, hazards) surrounding an incident location.
M-243	Ability to provide closest cross streets.
M-244	Ability to automatically generate a perimeter upon entry of a location and perimeter distance (e.g., set a 3 block perimeter around 300 Main St.).
M-245	Ability to receive suggested perimeter positions from dispatch.
M-246	Ability for suggested perimeter positions to automatically appear on a map upon receipt.
M-247	Ability for map to function without wireless connectivity.
M-248	Ability to click on a unit or incident in the incident queue or unit status bar and have it displayed on the map.
M-249	Ability to calculate distance between two points on the map.
M-250	Ability to embed or attach users map as an image in message.
M-251	Ability to support orthophoto (aerial photographs) data layers.
M-252	Ability to support integration with Pictometry (side angle photograph of buildings) data layers.
M-253	Ability for system administrator to set layer tolerances to enable/restrict data displayed based on zoom level and criteria within the layer data.
M-254	Ability for user to override layer tolerances to display layers that are hidden based on zoom tolerances.
M-255	Ability to map layers using multiple datasets (unserved arrest warrants, premise history files, etc.).
M-256	Ability to display units that have Mobile computers but are not logged into CAD.
	Mapping Configurability
M-257	Ability for the system administrator to assign mobile icon shapes.
M-258	Ability for mapping client to load automatically upon system boot.
M-259	Ability for the system administrator to assign incident icon shapes and colors, based on status.
	Ability to filter display by:
M-260	Unit type
M-261	Unit status
M-262	Incident type
M-263	Incident priority
M-264	Vehicle type (e.g., Fire apparatus only)
M-265	Radio devices
M-266	Incident number
M-267	Response area
M-268	Sector
M-269	Fire zone box
M-270	Active incidents
M-271	Subsets of pending or active incidents (e.g., only fire)
M-272	Ability to present user with a list of available layers that can easily be modified (e.g., checkbox of layers) and turned on/off.

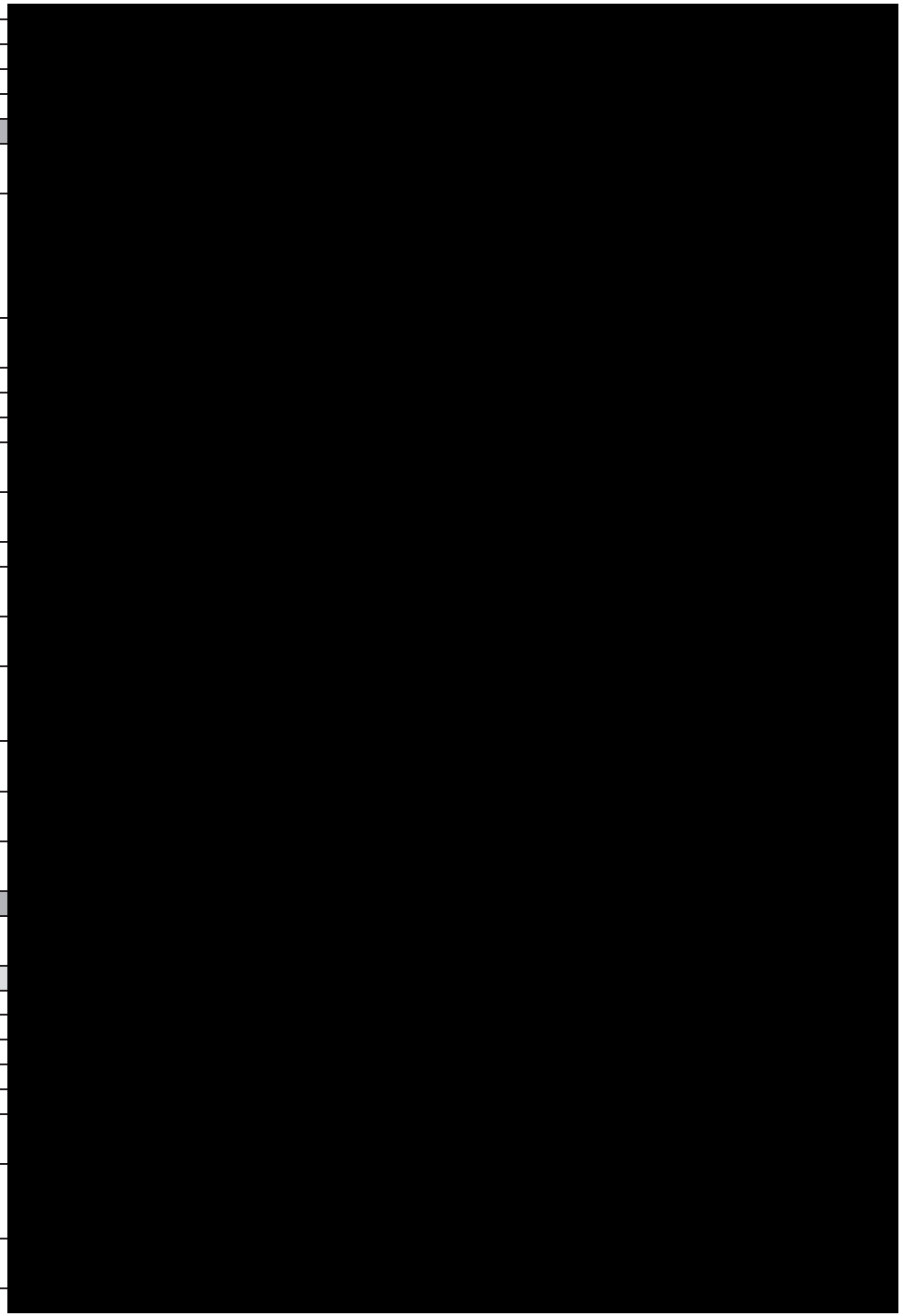
Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

M-273	Ability for users to create custom maps.
M-274	Ability to share custom maps with other users
M-275	Ability to create user-defined map distribution groups.
	Ability to share custom maps by the following methods:
M-276	All users assigned to an incident
M-277	Individual users
M-278	Ability to draw custom objects on a map.
	Routing
M-279	Ability to automatically calculate directions from user's current location (on Mobile using AVL) to dispatched location.
M-280	Ability to support quickest-time routing for all dispatches.
M-281	Ability to suggest multiple routes if other routes are within an agency-defined time period (e.g., suggest multiple routes if within .5 minutes)
M-282	Ability to recalculate directions to incident/specified location on the fly.
M-283	Ability to display shortest route from point-A to point-B (i.e., street network routing), and highlight quickest route, including directions based upon roadway/access availability (e.g., construction, detours).
M-284	Ability to provide audible routing information.
M-285	Ability to provide text based routing information.
	Ability to take into account the following when calculating routing directions:
M-286	Street speed limits
M-287	Weather
M-288	Closed streets
M-289	Dispatch entered obstacles
M-290	Mobile user entered obstacles
M-291	Apparatus-/unit-specific limitations (large fire apparatus vs motorcycle)
M-292	Distance between vehicle and incident location
M-293	Ability to highlight on the map the recommended route from current location to a dispatched incident site.
M-294	Ability for Mobile user to turn recommended route ability on/off.
M-295	Ability to clearly display potential obstacles along route.
M-296	Ability to provide estimated travel time.
M-297	Ability to record all routing displays within CAD (e.g., map displays, travel time, travel time estimation, etc.) for analysis to improve routing alogarithms.
	Vehicle Pursuit
	Ability to enter into "Pursuit Mode" which automatically performs the following functions:
M-298	Pre-empts user from all other calls
M-299	Increases rate of AVL updates (e.g., updates every 2 seconds as opposed to standard)
M-300	Automatically notifies other Mobile users.

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

M-301	Centers map on vehicle
M-302	Changes color, size or type of map icon
M-303	Prevents overlay of agency-defined screen updates and alerts
M-304	Ability to display a "bread crumb" trail of vehicle when in pursuit.
	AVL Integration
M-305	Ability to view other unit locations and last known locations (and time stamp) in real time.
M-306	Ability to integrate GPS (radio or mobile phone) into mapping client.
M-307	Ability to accept AVL/GPS data from multiple sources for a unit/user (Vehicle Laptop, handheld radio, smartphone, GPS tag, etc.) in mobile as well as CAD.
M-308	Ability for agencies to define who is able to view unit locations.
M-309	Ability to display vehicle location on a map and view progress toward incident location.
M-310	Ability to display direction of travel of units.
M-311	Ability to automatically rotate map so that unit is automatically displayed moving the same direction.
M-312	Ability to receive automatic alerts for agency-defined criteria (e.g., hazards, outstanding warrant, sex offender) based on proximity of unit to coordinate.
M-313	Ability for user to turn off and on the automatic alerts based on location.
M-314	Ability to provide a unique alert field units when other field units are in a agency-defined radius (e.g., to avoid collisions at intersections).
M-315	Ability to update map display based on AVL location such that as vehicle moves closer to a destination location the map zooms in to provide more detail.
M-316	Ability for system to automatically recognize a unit location and update status appropriately and logically (En Route to On Scene, In Quarters to Available, Available to In Quarters, etc.).
M-317	Ability for system administrator to turn on/off AVL functionality for individual units (e.g., undercover units)
M-318	Ability for certain mobile users to turn on/off AVL functionality (Supervisors).
M-319	Ability for users to input unit location (e.g., zone box number, beat, etc.) in the event AVL is unavailable.
	Emergency Key Functionality
M-320	Ability to initiate an emergency message transmission from a touch screen button or hot key.
	Ability to automatically transmit the following information in an emergency situation:
M-321	Last known location
M-322	Current location (with AVL)
M-323	Reference to incident
M-324	User ID
M-325	User name
M-326	Ability to configure emergency key to capture agency-defined combination of above information.
M-327	Ability to link emergency key function in mobile to a portable radio emergency activation.
M-328	Ability to send to all Mobile and CAD users (except the sender) an emergency notification with unit ID and location (if known) when the emergency key is activated.



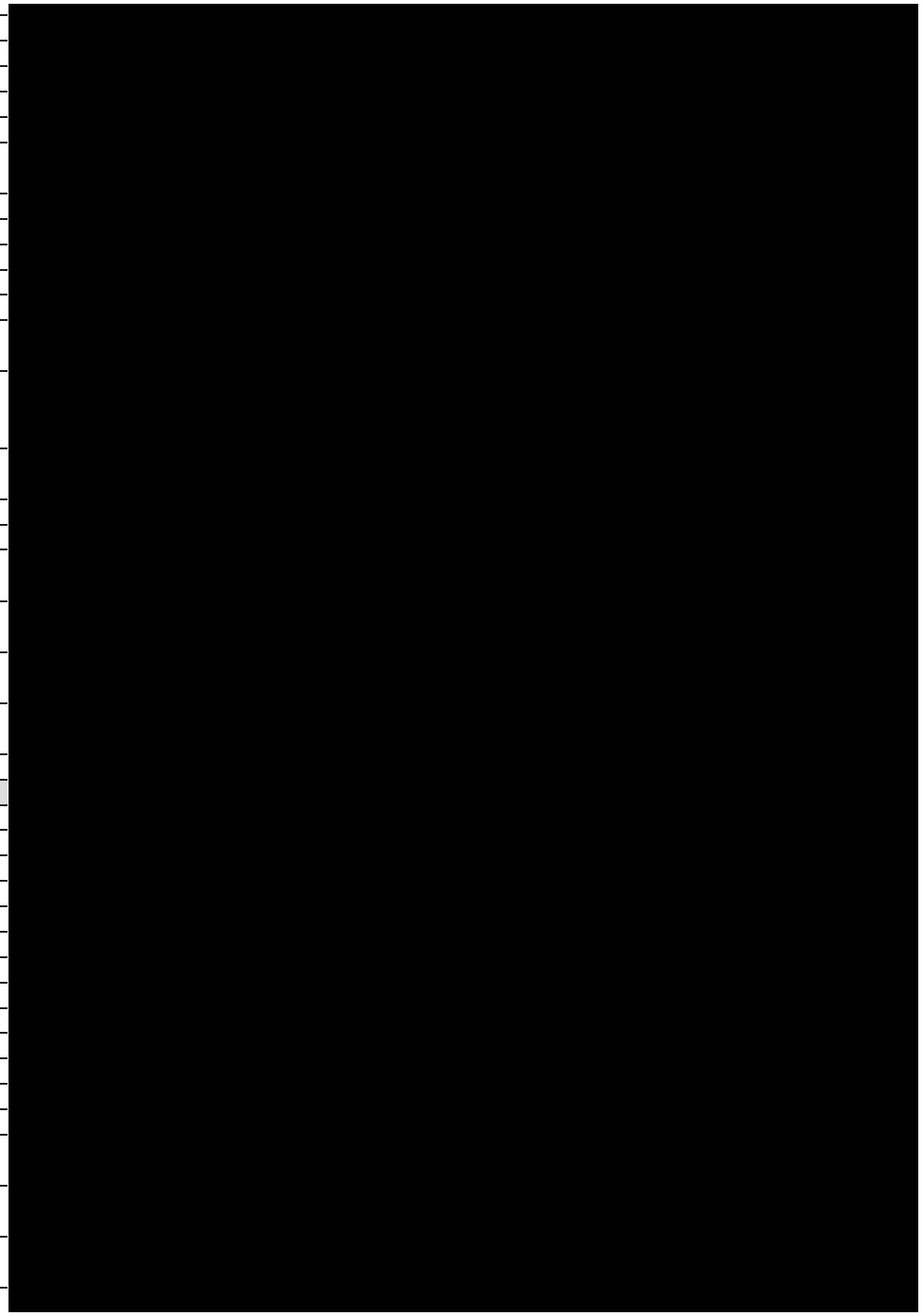
Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

M-329	Ability to prevent emergency notification from appearing on the sender's screen.
M-330	Ability for the Mobile screen to revert to its prior view after the user dismisses an emergency message.
M-331	Ability to send location coordinates upon triggering an emergency key.
	Ability for system administrator to turn off emergency key functionality by:
M-332	Device
M-333	User
	Mobile Dispatch Operations
M-334	Ability to receive dispatches on the Mobile.
M-335	Ability for dispatches to open automatically on mobile computers.
M-336	Ability to provide identical functionality as within a Mobile as a handheld device (e.g., smart phone, etc.)
	Ability to alert mobile users that a new dispatch has arrived using:
M-337	Audible alert
M-338	Visual alert
	Ability to provide a distinguishable alert for high priority calls (as defined by each agency):
M-339	Audible
M-340	Visible
M-341	Ability for all personnel dispatched to an incident to receive notification when other personnel are en route.
M-342	Ability for Mobile users to add themselves to an incident.
M-343	Ability for all personnel dispatched to an incident to received notification of status and location changes of other personnel dispatched to the call.
M-344	Ability for a supervisor to automatically receive Mobile activity reports (e.g., supervisors receive carbon copies of all user activity)
M-345	Ability for authorized personnel to create user-defined groups or lists for which they will be copied on all activity.
M-346	Ability to access and read all call comments associated with a call regardless of whether assigned to the call.
	Ability to display the following information in distinct fields or tabs (as opposed to in the call narrative) upon receipt of dispatch:
M-347	Agency Case Number
M-348	Assisting unit(s)
M-349	Comments/narrative (unlimited)
M-350	Date and time incident entered
M-351	Driver registration information
M-352	HAZMAT code and instructions
M-353	HAZMAT status
M-354	Incident location with cross streets
M-355	Incident priority
M-356	Incident type
M-357	Number of previous calls at a location.
M-358	Pre-plan information
M-359	Reporting party address
M-360	Reporting party name
M-361	Reporting party phone
	Additional information:
M-362	Name

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

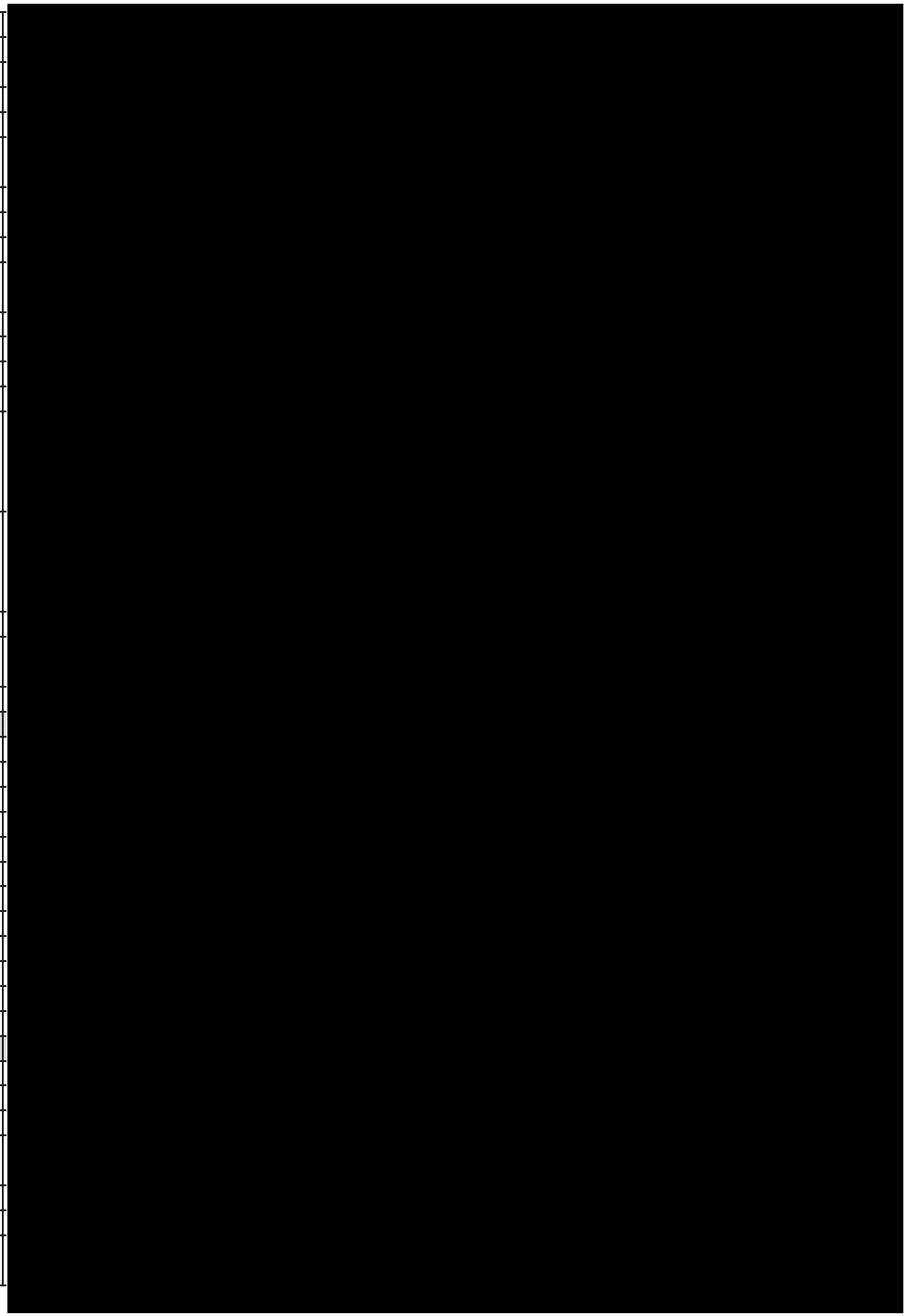
M-363	Description
M-364	Location
M-365	Phone number at incident location (if different)
M-366	Premise and prior information flag
M-367	Premise history information
M-368	Recommended route
M-369	System generated incident number
M-370	Weapons involved
M-371	Agency-defined data
M-372	Ability to display most current incident data at the top of the screen.
M-373	Ability to double click on an incident and retrieve additional information.
M-374	Ability for user to filter information displayed on incident screen (e.g., to allow most important information top priority).
M-375	Ability to have different types of information on different screens (e.g., tabs - one for current incident, one for related premise history, etc.) such that users can easily filter or access information.
M-376	Ability to limit access to incident information if there is sensitive information (e.g., police information only).
M-377	Ability to alert user that premise history or hazards are associated with a location.
M-378	Ability to alert user that pre-plan information is available when deployed to a location.
M-379	Ability to create hyperlinks within the application to search for additional information on agency-defined data fields.
M-380	Ability to pull up a previous call in a premise history file and show any hazards that were valid at the time of the call.
M-381	Ability to provide periodic (agency-defined) alerts to user of available premise history or hazards until the user has opened the file containing the information.
M-382	Ability to time and date stamp when the user has opened the file containing premise history or hazard information.
M-383	Ability to indicate to dispatcher that mobile device has received the dispatch message.
	Ability to update unit status including, but not limited to:
M-384	Available
M-385	Busy
M-386	Clear
M-387	Delayed response
M-388	In training
M-389	On-scene
M-390	Out-of-service
M-391	Responding
M-392	Staging
M-393	In area
M-394	At patient
M-395	Fire Extinguished
M-396	Agency-defined
M-397	Ability to prompt user for an expected time delay upon entry of delayed response unit status.
M-398	Ability to receive supplemental incident information (e.g., location, suspect, vehicle information, etc.) without interrupting or overlaying current screen.
M-399	Ability to indicate type of premise information that is attached to a call (e.g., gate code, hazard, etc.) so that user can decide whether or not to retrieve the information.



Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

M-400	Ability for field units to have the option of displaying premise information attached to the call.	
M-401	Ability to identify categories of premise information that must be viewed prior to call being closed.	
M-402	Ability to record the viewing of premise information in the audit trail.	
	Ability to alert user that supplemental incident information is available for viewing via:	
M-403	Audible alert	
M-404	Visual alert	
M-405	Ability for supplemental information to be visually distinct from information previously received by Mobile user (e.g., separate font color, highlighted, etc.)	
M-406	Ability for mobile screen to update automatically as new information is added to a call (e.g., without user intervention).	
M-407	Ability to configure application such that user intervention is required to refresh a mobile screen to display new information.	
M-408	Ability to transmit status information to the CAD system in real time.	
M-409	Ability to retrieve previous incidents at incident location.	
M-410	Ability to clear calls from the Mobile.	
M-411	Ability to require a call clearance code in order to clear a call from the Mobile.	
M-412	Ability for all agencies to see incident information sent to other agencies dispatched to the same incident.	
M-413	Ability for law enforcement personnel to view related Fire/EMS calls (e.g., if dispatched to a Fire/EMS call).	
M-414	Ability for Fire/EMS personnel to view related law enforcement calls (e.g., if dispatched to a law enforcement call).	
	Field-Initiated Incident	
	Ability to initiate a call for service from the Mobile, including:	
M-415	Call for service	
M-416	Traffic stop	
M-417	Subject stop	
M-418	Administrative activity (e.g. training, field inspections, etc.)	
M-419	Ability to initiate a call for service with a function-key.	
M-420	Ability, with appropriate supporting mapping/AVL technology, to indicate unit/incident location when initiating an incident from the field.	
M-421	Ability to validate self-initiated call for service location at the dispatch level.	
	Queries	
M-422	Ability to query and view pending calls.	
M-423	Ability to query and view active calls.	
	Ability to query and view unit status by:	
M-424	Area command	
M-425	Beat	
M-426	Battalion	
M-427	City	
M-428	Sector	
M-429	Fire zone box	
M-430	Individual unit/apparatus	
M-431	Squad/company	
M-432	Staff assigned to unit	
M-433	Ability to query and retrieve premise information for an address not associated with a call for service.	
	Ability to query the following systems from the mobile computer:	
M-434	CAD	

M-435	Police RMS (with permission)
M-436	Fire RMS (with permission)
M-437	NLETS (including the ability to view images)
M-438	NCIC
M-439	State Law Enforcement Telecommunications Systems/Criminal Justice Information
M-440	Any databases interfaced to CAD
M-441	Ability to search and query all appropriate databases with one query request.
M-442	Ability to provide check boxes for users to indicate which databases to query.
M-443	Ability to set agency-defined defaults for databases to query.
M-444	Ability to search and query all appropriate databases without impacting dispatching performance.
M-445	Ability to attach any database query return to incident records.
M-446	Ability to cut and paste any database query return into incident records.
M-447	Ability to consolidate query returns when multiple databases are searched.
M-448	Ability to indicate source of information in consolidated query returns.
M-449	Ability to query a location to obtain contact (e.g., responsible party) information.
M-450	Ability to query a location to access pre-plans.
M-451	Ability to initiate queries with a single key stroke.
M-452	Ability to use predefined data entry forms/screens (masks) to minimize data transmitted during queries.
M-453	Ability for agency to create standard query screen formats (masks).
	Ability to provide pre-defined data entry/query forms, including, but not limited to:
M-454	Articles
M-455	Accident Investigation
M-456	Driver license query
M-457	Incident status
M-458	Location
M-459	License plate query
M-460	Logon/logoff
M-461	Missing person information
M-462	Name query
M-463	Premise information query
M-464	Previous events
M-465	Vehicles
	Ability to access query forms by:
M-466	Command line entry
M-467	Dedicated function keys
M-468	Drop down menus
M-469	Ability for authorized users to enter vehicle stops on the command line or entry form and automatically run the license plate against all available relevant databases.
M-470	Ability for authorized users to conduct multiple license plate searches simultaneously.
M-471	Ability to save all previous license plate searches until user clears data.
M-472	Ability for authorized users to automatically run the registered owner of the vehicle in a license plate query return.



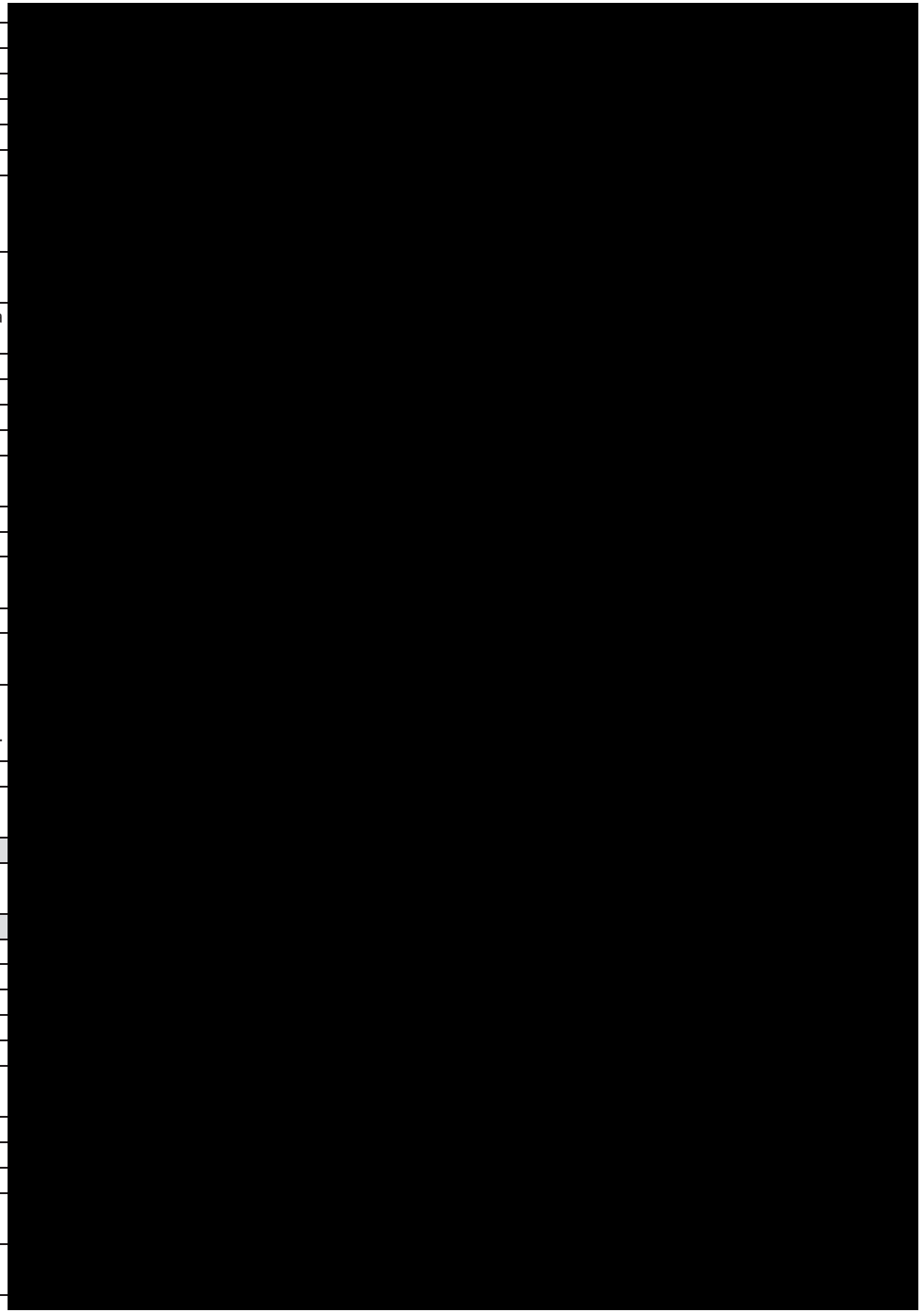
M-473	Ability to save all query returns until user clears data.
M-474	Ability to save all stored query returns after logoff (e.g., returns are still there the next time user logs onto the system).
	Ability to produce an alert when a query return contains a record marked as potentially hazardous:
M-475	Audible alert
M-476	Visual alert
	Ability to produce an alert when a record returns a record containing a stolen vehicle:
M-477	Audible alert
M-478	Visual alert
M-479	Ability for mobile query returns to appear on dispatcher's screen as well as the mobile computer screen.
M-480	Ability to drill down into query returns regarding a potentially hazardous subject, vehicle, and/or location to find the details of that hazard.
M-481	Ability to differentiate between call data and query results (e.g., color, font, screen location).
	Ability to query unit status by:
M-482	Resource
M-483	Comments
M-484	Date and time range
M-485	Dispatch group
M-486	Elapsed time in current status
M-487	Geographic area (e.g., area, beat, sector, etc.)
M-488	Incident type
M-489	Location
M-490	Unit ID
M-491	Personnel ID
M-492	Unit status
	Ability to query unit history detail by:
M-493	Date and time range (i.e., start and end dates or times)
M-494	Personnel ID
M-495	Unit ID
	Ability to query and retrieve incident records by:
M-496	Any operator ID associated with the incident
M-497	Any unit ID assigned to the incident
M-498	Case number
M-499	Cross streets
M-500	Date and time range (e.g., start and end data and time parameters)
M-501	Unit ID
M-502	Personnel ID
M-503	Geographic area (e.g., area, beat, sector, etc.)
M-504	Incident number
M-505	Incident priority
M-506	Incident type
M-507	License plate
M-508	Location or partial location
M-509	Name (suspect, reporting party, witness, victim)
M-510	Census tract
M-511	Reporting district
M-512	Ability to sort query results on any returned field.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

	Messaging		
	General Messaging Features	[redacted]	
M-513	Ability to send messages to a user who is not logged into CAD and cache that message for retrieval when the user logs onto CAD.		
M-514	Ability for message server to continuously attempt to deliver a message until received and confirmed.		
M-515	Ability for user to retrieve cached messages upon logon.		
M-516	Ability to send broadcast messages.		
M-517	Ability to support real-time instant messaging.		
	Ability to display the following identifiers within a message:		
M-518	Sender name		
M-519	Sender date		
M-520	Sender time		
M-521	Sender workstation ID		
M-522	Sender unit ID		
M-523	Receiver name		
M-524	Receiver date		
M-525	Receiver time		
M-526	Receiver workstation ID		
M-527	Receiver unit ID		
M-528	Ability to assign and change a priority to a message (e.g., routine, urgent, emergency).		
M-529	Ability for system administrator to define message precedence.		
M-530	Ability for system administrator to set forced display based on message type.		
M-531	Ability for each terminal to have a unique identifier included in each transmission to the host.		
M-532	Ability to provide a web-based version of messaging capabilities.		
M-533	Ability for web version of messaging to be accessed with agency-defined security procedures.		
M-534	Ability to automatically integrate dispatch-related messages to an incident.		
M-535	Ability to store messages for later viewing.		
M-536	Ability for host computer to store unread messages when user logs off.		
M-537	Ability for messages to be sorted by most recent or first received.		
	Sending Messages		
M-538	Ability to create easily accessible agency-defined message forms for specific message types.		
M-539	Ability to create and save agency-defined message groups.		
M-540	Ability to create and save user-defined message groups.		
M-541	Ability to send messages across agencies (e.g., police to fire and vice versa).		
M-542	Ability to recall or cancel a sent message.		
M-543	Ability of users to select any number of people as part of a message group with no limitation on the number of people in a group.		
M-544	Ability to enter unlimited narrative with wrap-around feature [if characters are limited, indicate the maximum in the "comments" section].		
	Ability to send a message to the following:		
M-545	Battalion		
M-546	District		
M-547	Group of user IDs		
M-548	Group of workstations names		
M-549	Units associated with an incident number		
M-550	Units within a user-defined location (based on selected radius on map)		
M-551	Logged on units		

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

M-552	Mobile Data Device ID/Name
M-553	Position IDs (e.g., dispatcher)
M-554	Sector
M-555	Unit ID
M-556	User ID
M-557	User name
M-558	Workstation ID or name
M-559	Ability to automatically populate the "To" field on the message mask when selecting recipients.
M-560	Ability to select a recipient by a single command to create a message (e.g., double click on a logged on user and message screen pops up)
M-561	Ability to add to a message before forwarding to another user.
M-562	Ability to attach files to messages.
M-563	Ability to embed images in messages.
M-564	Ability to set agency-defined file size limit.
M-565	Ability to automatically compress and resize images to comply with agency-defined file size limits.
M-566	Ability to send a message to all units handling a specific incident.
M-567	Ability to send information displayed on screen to another workstation.
M-568	Ability to transmit a reply message to the originator of a currently displayed message without having to reenter the originator's address.
M-569	Ability to "reply all" to message recipients.
M-570	Ability to create messages that are retained in the system and sent at pre-specified times.
M-571	Ability to provide a notification for non-delivery of messages (i.e., a message sent to a device or group of devices could not be delivered if a user is not signed-on to the device(s)).
M-572	Ability to provide a notification of delivery of messages.
M-573	Ability to send messages to Mobile regardless of log on.
	Receiving Messages
M-574	Ability to notify receiver via an audible and/or visual flag that a new message has arrived in mailbox.
	Ability to provide a visual distinction between the following:
M-575	External messages
M-576	General messages
M-577	System messages
M-578	Query returns
M-579	Ability to provide a visual distinction between general messages and query returns.
M-580	Ability to segregate query returns from general messages (e.g., separate folders or windows).
M-581	Ability to prevent incoming messages from interfering with current work.
M-582	Ability to notify receiver of total number of unread messages.
M-583	Ability for each message to be displayed in a separate window.
M-584	Ability for messages to be queued in an "inbox" for later viewing at the convenience of users.
M-585	Ability to identify high priority messages by type of priority (e.g., felony warrant return versus user-defined urgency).

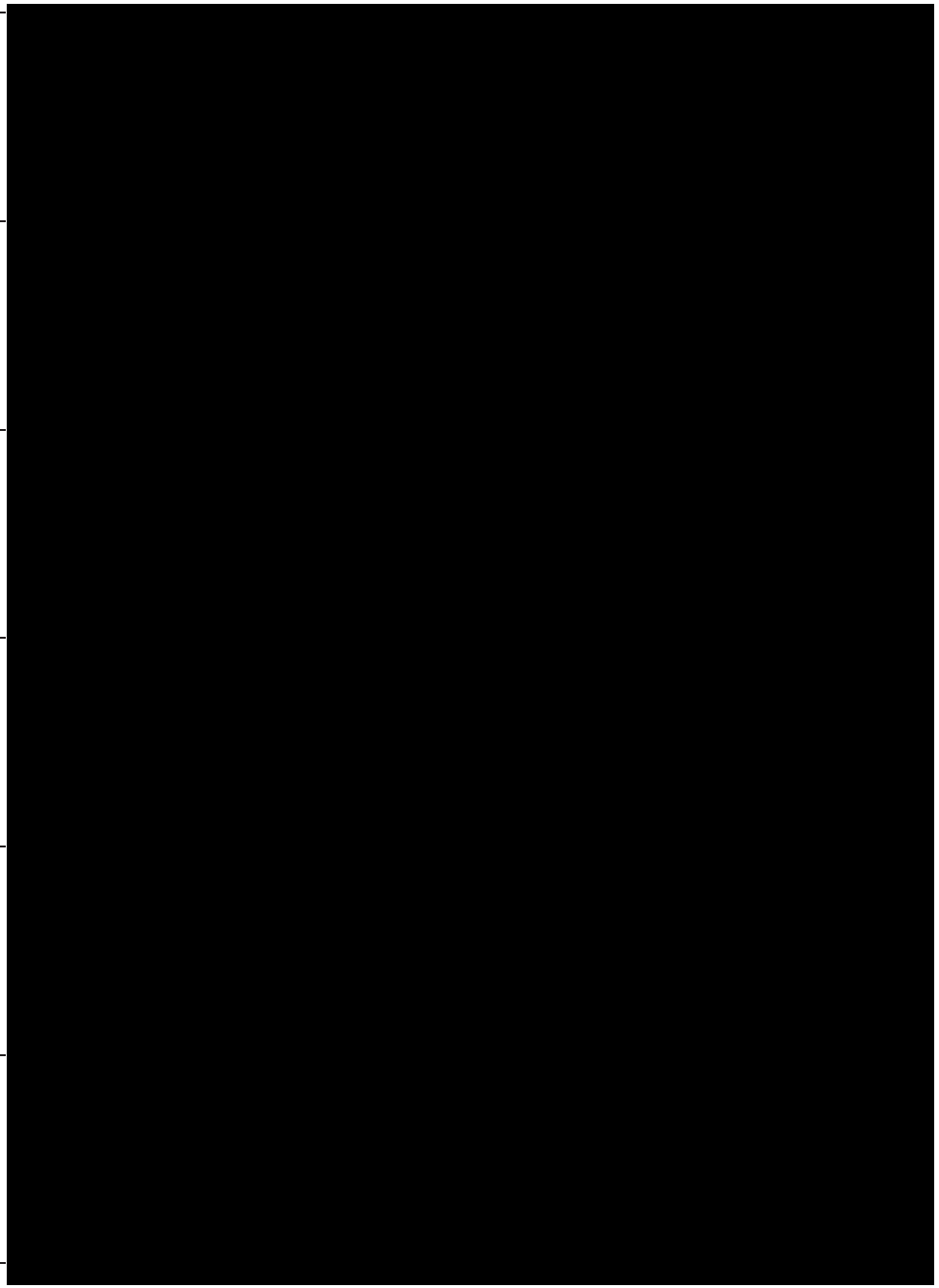


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M-586	Ability of the receiving user to enter a single keystroke command to retrieve and display the message.	[redacted]
M-587	Ability to set message priority of specific system generated messages (e.g., high priority of warrant file returns).	
M-588	Ability to notify receiver that message has not been read after an agency-defined period of time.	
M-589	Ability to note time opened/read by receiver.	
M-590	Ability to queue and display message waiting by priority.	
M-591	Ability to clear a message from the queue.	
M-592	Ability to retain a message in the queue.	
	Ability to provide the following message indicators:	
M-593	Message acknowledged or not received	
M-594	Message viewed	
M-595	Number and priority of queued messages	
M-596	Number of messages received	
M-597	Number of messages waiting	
	Ability to utilize standard keys/touch screen functions to perform the following with one keystroke:	
M-598	Clear display	
M-599	Clear/erase message	
M-600	Clear/erase operator's entire message queue with prompt to confirm deletion	
M-601	Display next message	
M-602	Store/recall message from message queue	
M-603	Reply	
M-604	Forward	
M-605	Ability for supervisors to monitor or audit messages.	
M-606	Ability for supervisors to disable the monitoring of messages.	
M-607	Ability to store messages in an agency-defined buffer size.	
M-608	Ability to delete oldest messages as buffer fills.	
M-609	Ability to have a preview pane in the inbox.	
	Incident Command	
	Incident Command Data Capture and General Features	
	Ability to provide an incident command system that tracks:	
M-610	Personnel on-scene	
M-611	Incident location	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

M-612	Situation status
M-613	Radio channel(s)
M-614	Resource(s) on-scene
M-615	Resource(s) assigned
M-616	Resource(s) assigned to a functional management group (e.g., group, division, task force, staging/base, rehab, etc.)
M-617	Resource(s) en route

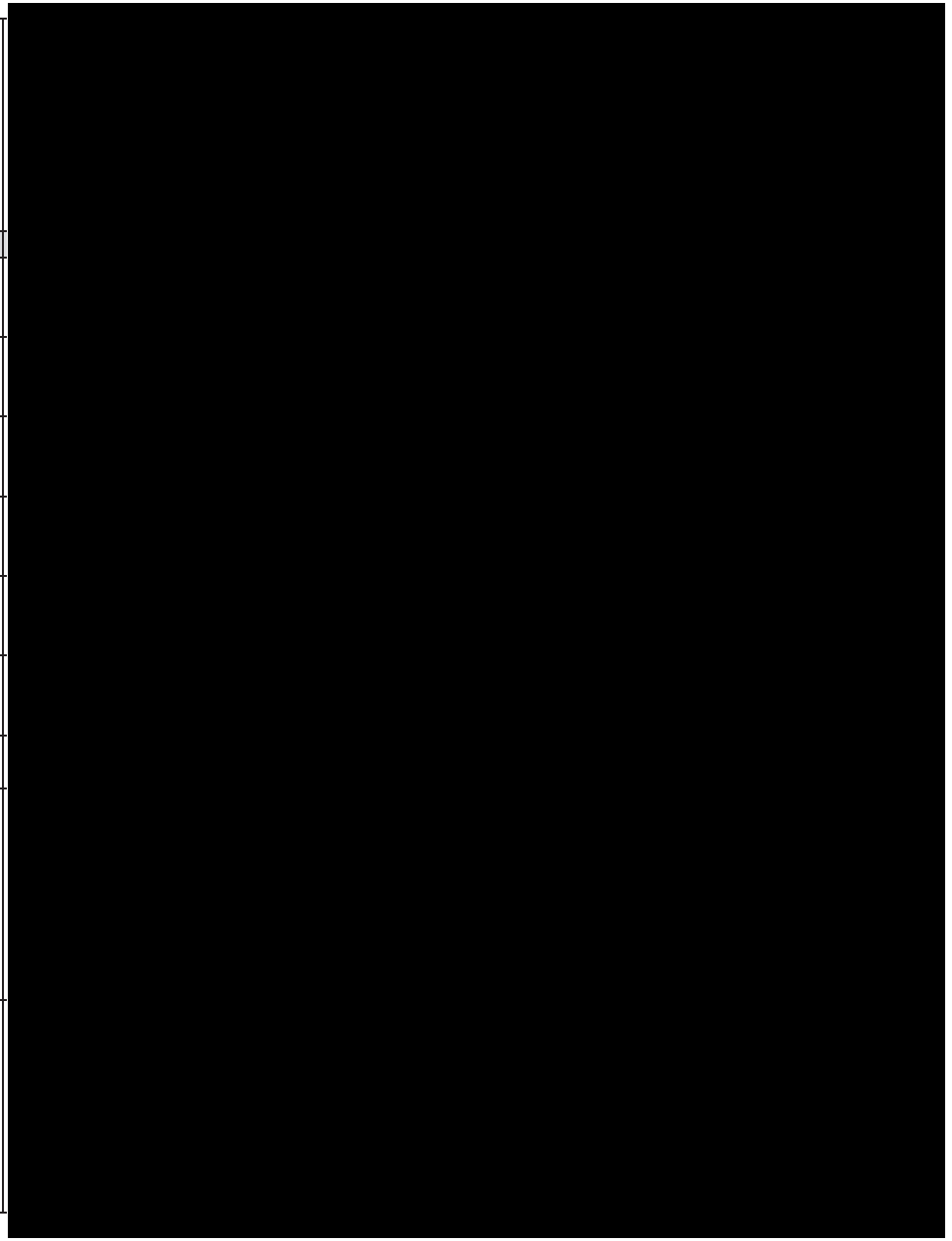


M-618	Resource(s) staging
M-619	Resource(s) location
M-620	Resource(s) status
M-621	Resource(s) role(s)
M-622	Next-in resources
M-623	Patient count and status

[redacted]

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M-624	Suggested additional resources
	Tasks/Request/Objective:
M-625	Assigned to
M-626	Status
M-627	Title
M-628	Completed [Y/N]
M-629	Narrative
M-630	Agency-defined criteria
M-631	Ability to support an alternate/secondary dispatching mode (e.g., dispatch is overloaded in major storm).
M-632	Ability to time stamp entries (for chronological tracking of events).
M-633	Ability to provide access to agency protocols and SOPs.



M-634	Ability to support incident timers.	[redacted]
M-635	Ability to associate timers and alerts with specific tasks.	
M-636	Ability for data fields to have agency-defined drop down lists.	
M-637	Ability to add data elements to the incident command module.	
M-638	Ability to support voice commands.	
	Ability for incident command system to support:	
M-639	Police	
M-640	Fire/EMS	
M-641	Unified command (i.e., Police and Fire/EMS)	
M-642	Ability for multiple users to enter data in the incident command system simultaneously from separate terminals.	
M-643	Ability to provide an organizational breakdown/hierarchy of resources on scene (e.g., organizational chart)	
M-644	Ability for each agency to define hierarchy of positions based upon response type (e.g., initial incident command, rapid intervention, etc.)	
M-645	Ability for each agency to define tasks necessary to complete as determined by the incident type.	
M-646	Ability to provide messaging capabilities within the Incident Command module.	
M-647	Ability to have templates that are dedicated to specific functional areas (e.g., treatment areas, staging areas, etc.).	
M-648	Ability to link certain data fields to a global view within the incident command module (e.g., provide high level summary of each functional area on a master display).	
M-649	Ability to use incident command modules from various mobile devices (MDC, wireless laptop, handheld device).	
M-650	Ability to transfer information from the Incident Command module to WebEOC.	
M-651	Ability to add images.	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

M-652	Ability to add videos.
M-653	Ability to save information in progress.
	Incident Diagramming
M-654	Ability to provide a scene diagramming tool.
M-655	Ability to import a preplan or GIS later and then add to it.
M-656	Ability to provide standard icons to be used within the scene diagramming tool (e.g., building, apparatus, etc.)
M-657	Ability to provide a free-form drawing tool on the scene diagramming feature.
M-658	Ability to add text to any drawn images.
M-659	Ability to support "white-board" functionality (e.g., user edits a large white board with data automatically sent electronically to the system)
M-660	Ability to import images onto "white-board."
M-661	Ability for diagramming tool to support three-dimensions.
M-662	Ability for system to support plume modeling.
M-663	Ability for system to support fire modeling.
M-664	Ability to zoom in and out of diagramming tool.
	System Access/Sharing
M-665	Ability to use the Incident Management module without wireless connectivity.
M-666	Ability to share incident management screen with other Mobile workstations.
M-667	Ability for Incident Management feature to only be available to authorized users based upon agency-defined rights and privileges.
	Systems Integration
M-668	Ability for incident management information to be integrated with a Mobile unit's map upon assignment to an incident.
M-669	Ability for Incident Management command screen to be automatically updated with information from CAD.
M-670	Ability for all information documented in the Incident Management module be automatically transferred to the appropriate RMS.
M-671	Ability for, upon entry of a location into the Incident Command module, the system to automatically recall all pre-plan information for that location.
M-672	Ability for roster information (including equipment) from CAD to be available in the Incident Command system.
M-673	Ability for incident management actions to update CAD and other Mobile users.
	After Action Reporting
M-674	Ability for system to create a log of all actions taken within the Incident Management module.
M-675	Ability to provide a system playback to allow users to review step-by-step actions of users.

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Attachment G-2 – Exhibit B – Law Enforcement RMS Functional Specifications Matrix

[following this page]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

County of Williamson Texas
Law Enforcement Records Management System Specification

	Law Enforcement RMS General Requirements	Vendor Response	Vendor Comments
LGen-1	All transactions, whether successful or not, are captured for audit reporting.		
LGen-2	Once created, audit report records are not able to be deleted or edited.		
LGen-3	Audit report records will include date, time, user ID, workstation ID, transaction description and success or failure.		
LGen-4	RMS will allow more than one module to be open at a time and to work between the multiple modules, and autosave on all.		
LGen-5	Location alerts, special situations, and flags can be scheduled for validation based on agency criteria.		
	Security		
LGen-6	Once a report is completed and approved by the appropriate supervisor, it is locked and non-editable without the intervention of an authorized user with appropriate security designation(s).		
LGen-7	During report approval process, updates and edits are tracked.		
LGen-8	The system provides for a spell check capability on narrative entries.		
LGen-9	The system allows for the addition of user defined/regional spellings.		
LGen-10	The system provides for a grammar check capability on narrative entries.		
LGen-11	The ability to restrict access to individual records related to persons and activities when performed by an authorized user.		
LGen-12	RMS records are accessible from authorized mobile devices (e.g. cell phones, tablets).		
LGen-13	RMS records are accessible by authorized, external workstations from other jurisdictions with appropriate security and controls.		
LGen-14	The system meets current CJIS security policy requirements and internal controls.		
LGen-15	Solution is capable of CJIS Advanced Authentication methodology for access security and internal controls.		
LGen-16	Authorized user access to RMS modules, records, and juvenile files are based on active directory permissions .		
LGen-17	Access to data can be restricted by jurisdiction, agency, department, discipline and bureau within a department.		
	Basic Capabilities		
LGen-18	LERMS data fields fully integrate with the CAD software.		
LGen-19	Full integration include automatic, seamless transfer of critical information between CAD, mobile computing, and LERMS.		
LGen-20	The system is capable of interfacing to TLETS law enforcement database.		
LGen-21	The system can support the sharing of certain data between law enforcement agencies.		
LGen-22	The system will notify a user, or users, designated by the Agency in the event of any interface failure.		
LGen-23	LERMS records functions are tightly integrated to the proposed CAD system.		
LGen-24	LERMS records functions is tightly integrated to the proposed mobile data system.		
LGen-25	Drop down lists throughout the application, in all modules, utilize common data and do not require separate entry for similar fields.		

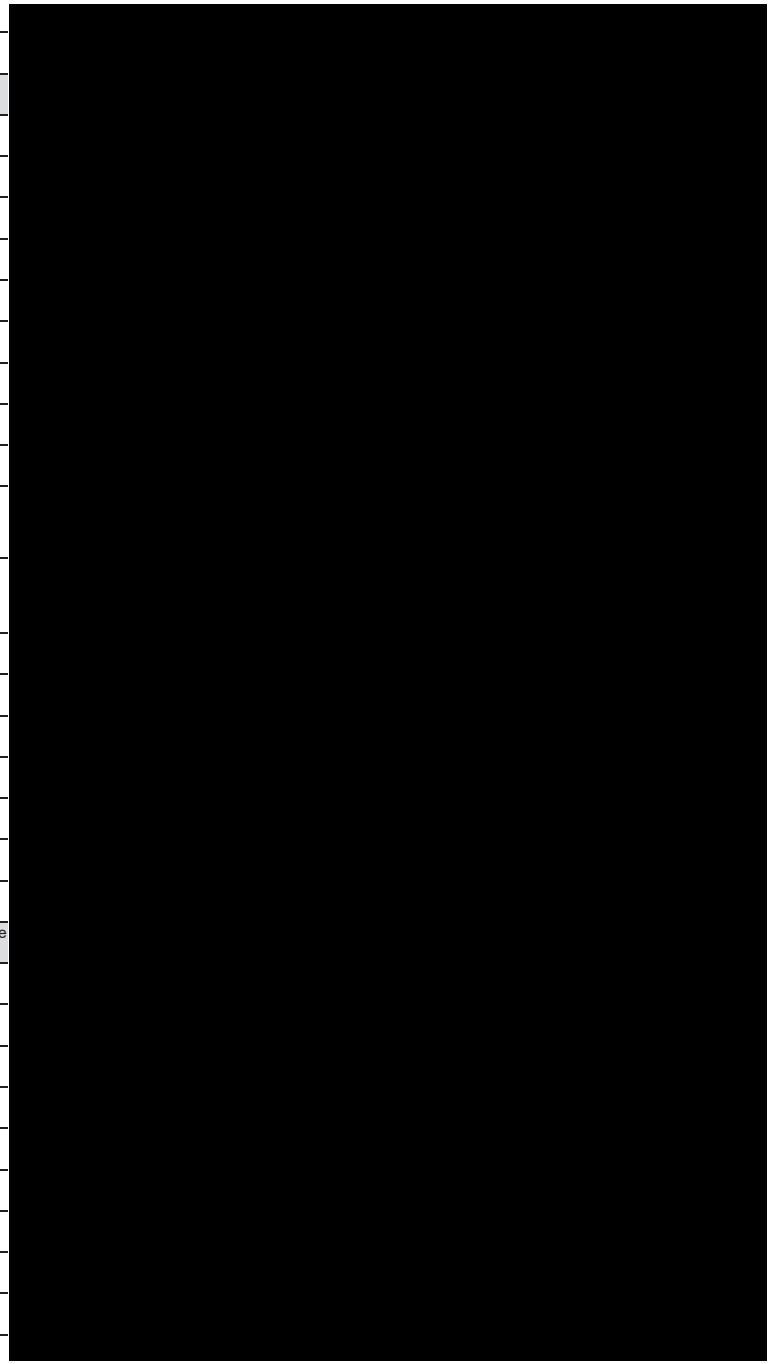
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LGen-26	Drop down lists throughout the application, in all modules, remain in sync as changes are made to the list data.
LGen-27	The software allows for agency defined colors on all forms and screens.
LGen-28	The software allow toolbars and toolbar buttons to be agency defined.
LGen-29	The software allows patches and updates to be distributed and deployed to remote and mobile workstations from a single management console.
LGen-30	The system supports forms incorporating dynamic data entry user interfaces. For example, if data entered in field of a form has a certain value, other fields of that form can be made mandatory entry fields.
LGen-31	The system is capable of denoting an officer as the primary officer for a report.
LGen-32	The system is capable of denoting an officer as the secondary officer for a report.
LGen-33	The system is capable of switching the primary and secondary officers on a report with a built-in command.
	The system, at a minimum, supports the capture/transfer from CAD of the following data elements for each CAD event:
LGen-34	Event number
LGen-35	Case number
LGen-36	Event location
LGen-37	Event type - initial
LGen-38	Event type - final
LGen-39	Caller location
LGen-40	Caller name
LGen-41	Call back number
LGen-42	Alternate call back number
LGen-43	Event priority
LGen-44	Call Back field (date and time)
LGen-45	Comments text fields
LGen-46	Disposition (unlimited)
LGen-47	Time call received
LGen-48	Time dispatched
LGen-49	Time each unit responded
LGen-50	Time each unit arrived
LGen-51	Time each unit cleared
	The system, at a minimum, supports the capture/transfer from CAD of the following data elements for each unit logged on during a shift:
LGen-52	Unit ID of all units assigned to the CFS
LGen-53	Vehicle ID number
LGen-54	MDC log in times
LGen-55	MDC log out times

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LGen-56	All Personnel assigned to the CFS
	The system supports the capture/transfer from CAD of the following, at a minimum, data elements for each event to which the unit was assigned:
LGen-57	Time dispatched
LGen-58	Time acknowledged
LGen-59	Time enroute
LGen-60	Time arrived
LGen-61	User defined milestones (shots fired, in custody, in pursuit, pursuit terminated)
LGen-62	Time departed for transport
LGen-63	Time arrived for transport
LGen-64	Time available
LGen-65	Time cleared
LGen-66	If the data is available in CAD, the system will accept and store State/NCIC inquiry and return data from the CAD system in accordance with CJIS security policy.
LGen-67	The State/NCIC inquiry data will be associated with the CAD incident report for which it was captured in accordance with CJIS security policy.
LGen-68	Available call data for completing incident reports, is updated and available to an authorized user at any time. The intent of this requirement is to ensure that it is not necessary for a unit to wait until an event is closed before they can complete their report.
LGen-69	The system provides a method, including full audit trail information, for an authorized user to re-open a report for changes.
LGen-70	All CAD data fields are capable of import to the LERMS.
LGen-71	The database tables are shared between CAD & LERMS Systems.
LGen-72	The system allows any active workstation to print to any printer available on the network.
LGen-73	An authorized user is capable of generating hard-copy incident reports.
LGen-74	Redaction capabilities function across all RMS system modules.
	The system allows authorized users to automatically redact, at a minimum but not limited to, the following items from any printed case report:
LGen-75	Information for all involved parties
LGen-76	Juvenile Information
LGen-77	Social Security Numbers
LGen-78	Case Narratives
LGen-79	Personnel Information
LGen-80	Phone Numbers
LGen-81	Date of Birth (DoB)
LGen-82	Any data selected by the Agency
LGen-83	Any protected data as determined by the Agency



Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

	Reporting
LGen-84	The system provides user maintainable workflow defined by report, by user and by department (agency), e.g., Report submitted -> Supervisor review -> Report returned to officer for correction if necessary -> Report resubmitted -> Supervisor approval.
LGen-85	Reports are available for viewing by multiple users simultaneously and at any point in the report development process. (e.g. Reporting officer and supervisor)
LGen-86	The system has the ability to identify outstanding reports by personnel name and ID.
LGen-87	Field Reporting is capable of referencing and including data in reports across all disciplines requiring data to only be added once.
LGen-88	The system is able to generate electronic NIBRS reports for submission to the State and or Federal agencies as required.
LGen-89	The system is able to generate electronic UCR reports for submission to the State and/or Federal agencies as required (if State has not transitioned to NIBRS).
LGen-90	Ability to generate multiple standard reports per module to facilitate statistical analysis.
LGen-91	The system provides for the ability to create and modify ad-hoc reports and queries.
LGen-92	Field Reporting provides the ability to create, modify and store user-defined reports.
LGen-93	All entry fields are available for inquiry.
LGen-94	All entry fields are available for inclusion in reports.
LGen-95	Field Reporting will support batch uploads of attachments.
LGen-96	Batch uploads will be able to specify an alternate path/location for storage of certain file types (example: jpeg, mp4, mov)
LGen-97	Field Reporting is capable of creating, displaying and printing maps and GIS-data including data from all modules.
LGen-98	The system provides the capability to schedule report generation.
LGen-99	The reporting system is capable of generating user defined statistical reports.
LGen-100	The reporting system is capable of printing graphs.
LGen-101	The reporting system is capable of printing charts.
LGen-102	The reporting system will have the ability to query DB data warehouse to generate custom reports.
LGen-103	A Data dictionary is mandatory with fields/tables identified within application.
LGen-104	The reporting system will have the ability to display in BI/Dashboard format thoughout the modules.
	Law Enforcement Master Name Index
LMNI-1	A Master Name Index (MNI) is provided.
LMNI-2	All master name activity for a subject can be accessed via one record.
LMNI-3	The system should have controls to prevent duplicate entries.
LMNI-4	Master name properties outlined above are an agency-level or client level configuration option.
LMNI-5	Any activity for a subject can be viewed from the subject activity records (i.e. a case record can be accessed from the case suspect activity record contained within the master name file).
LMNI-6	The system is able to attach multiple supporting documents/files of various types (e.g., Word, Excel, JPG, MPG, WAV, PDF, PNG) to a master name record.
LMNI-7	Mug Shots can be attached to MNI records.
LMNI-8	Once a master name record is created, an authorized user is able to update any basic data fields and add or modify other information as necessary.
LMNI-9	The MNI is accessible and integrated with all modules where name information is needed/referenced.

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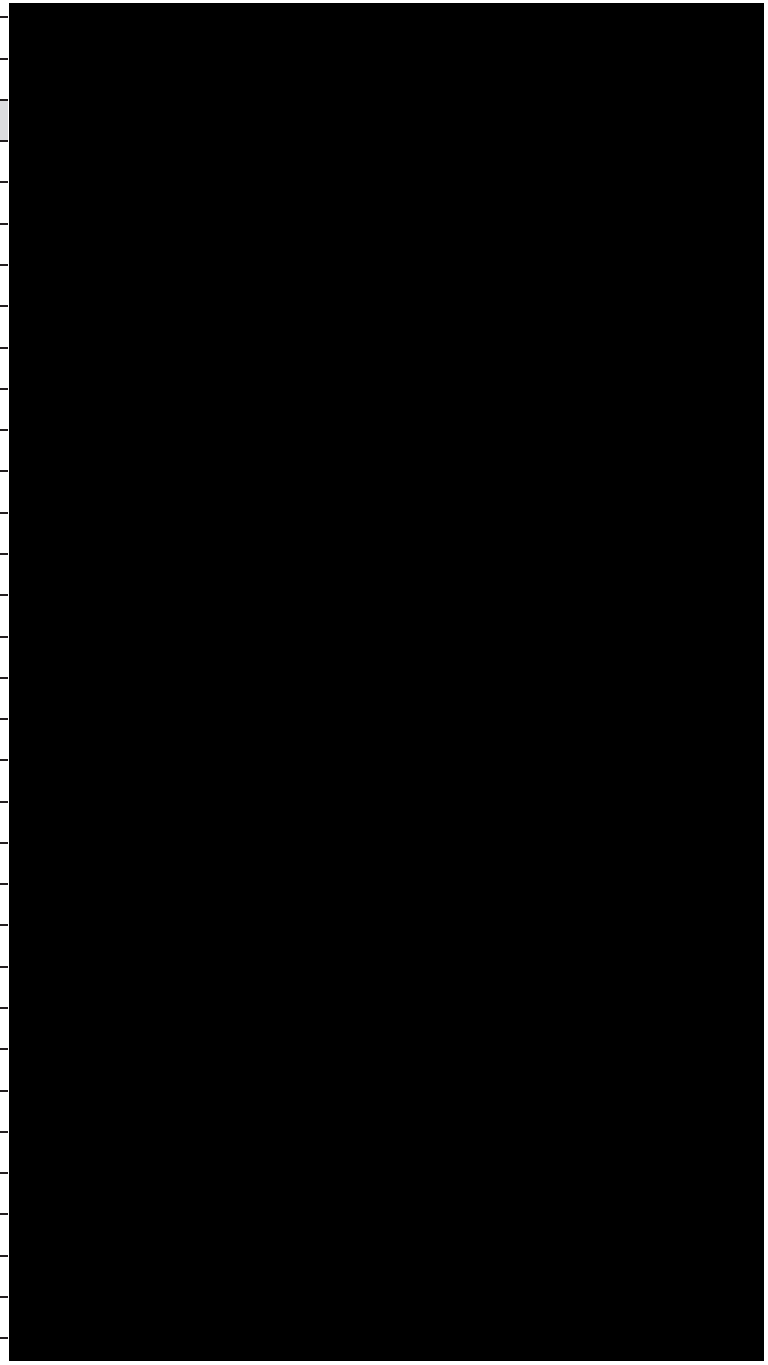
LMNI-10	The system provides a process to merge/consolidate duplicate master name records.
LMNI-11	The system will display cautions (e.g. warrants, career criminal) associated with any names when displaying the master name record.
LMNI-12	The system allows for the tracking of business names (e.g. McDonalds), and associated business-related fields, to be entered within the MNI.
LMNI-13	The MNI integrates with the MLI (Master Location Index).
LMNI-14	The system provides field level auditing within a master name record.
LMNI-15	Edits to master name records initiates an alert to agency defined records manager.
LMNI-16	The system shall display the most current image of a subject, if available, within all master name screens.
LMNI-17	The system shall display the most current image of a subject, if available, within all master name screens with controls to prevent juvenile images from being displayed on public facing applications.
LMNI-18	The system allows authorized users to access images from a single source across all modules.
LMNI-19	Image access can be restricted based on module (e.g. narcotics) or an incident being highly confidential or sensitive. (e.g. political figure, celebrity, high public interest) or juveniles.
LMNI-20	The system is able to retrieve and display all associated images of the subject, if available, within all master name screens.
LMNI-21	The system is capable of restricting access to social security number.
LMNI-22	The system shall provide the capability to track, chronologically, the changes to an individual's master name record, including the user who made the change.
LMNI-23	The system will track workstation Name/ID or MAC address.
	The consolidation/merge process allows searching the master name index by any combination of the following demographic information:
LMNI-24	First Name
LMNI-25	Middle Name
LMNI-26	Last Name
LMNI-27	Name Suffix
LMNI-28	DOB
LMNI-29	Age
LMNI-30	Social Security #
LMNI-31	Phone Number
LMNI-32	Address
LMNI-33	Race
LMNI-34	Ethnicity
LMNI-35	Sex
LMNI-36	Height
LMNI-37	Weight
LMNI-38	Drivers License #
LMNI-39	All activities related to the records being merged will also be consolidated in the same master name record.
LMNI-40	Any record affected by a master name merge will be updated with the selected master name record.

[redacted]

LMNI-41	Merged records will be listed in the chronological order (see above).
LMNI-42	The record being merged into the master record could be listed as an alias record.
LMNI-43	Aliased records can be kept in a separate name index.
	The MNI is accessible and integrated with the following activities, at a minimum:
LMNI-44	Arrests
LMNI-45	Crashes
LMNI-46	Bookings
LMNI-47	Case entry
LMNI-48	Case management
LMNI-49	Tickets and Citations
LMNI-50	Warrants
LMNI-51	Mug shots
LMNI-52	Gang Tracking
LMNI-53	Narcotics Tracking
LMNI-54	Field Reporting
LMNI-55	Civil Process
LMNI-56	Field Interviews
LMNI-57	Career Criminal
LMNI-58	Criminal Trespass Log
LMNI-59	The ability to view MNI entries by modules is configurable by authorized users. This functionality can be toggled on/off by agencies.
LMNI-60	The MNI is accessible from CAD, but is not editable.
LMNI-61	Only authorized users can access MNI information from the CAD
LMNI-62	The system supports a MNI where any events in the system will associate with the master name.
LMNI-63	An authorized user is able to expunge names and specific activity related to any individual.
LMNI-64	An authorized user is able to expunge names and specific activity related to any record.
LMNI-65	Expungement will result in the record or selected portion of the record being hidden from view without being deleted from the system.
LMNI-66	Expungement will result in the record or selected portion of the record being deleted from the system, not hidden.
LMNI-67	The system supports inquiry of the MNI that will return both first name and commonly associated nicknames (e.g. Jonathan and John, Michael and Mike).
LMNI-68	The system supports inquiry of the MNI which can use wild card substitution.
LMNI-69	The system supports inquiry of the MNI which can use soundex name substitution.
	The system provides a method (e.g., soundex) for identifying possible name matches for non-english pronunciation, including but not limited to:
LMNI-70	Hispanic names

[redacted]

LMNI-71	Middle Eastern names
LMNI-72	Asian names
	At a minimum, the system tracks the following data as a part of the MNI:
LMNI-73	First, middle and last names as individual fields
LMNI-74	Former names, legally changed (e.g., maiden name)
LMNI-75	Current address
LMNI-76	Prior addresses (unlimited number)
LMNI-77	Temporary address
LMNI-78	Suffix(s)
LMNI-79	Multiple Phone Numbers (home, cell, work)
LMNI-80	Social Security number (verified)
LMNI-81	Date of Birth (verified)
LMNI-82	State of Birth
LMNI-83	Driver's license number and State
LMNI-84	State issued ID and State
LMNI-85	FBI number
LMNI-86	SID
LMNI-87	Local ID number
LMNI-88	Race
LMNI-89	Ethnicity
LMNI-90	Sex/Gender Identity
LMNI-91	Height
LMNI-92	Weight
LMNI-93	Build
LMNI-94	Hair color
LMNI-95	Hair length
LMNI-96	Hair style
LMNI-97	Eye color
LMNI-98	Complexion
LMNI-99	Facial Hair
LMNI-100	Glasses
LMNI-101	Photo



LMNI-102	Scar, Marks and Tattoos (unlimited) with defined fields for partial, side and a description.
LMNI-103	Fingerprint data
LMNI-104	Known associates, linked back to MNI.
LMNI-105	Relatives
LMNI-106	Employer information
LMNI-107	Emergency contact information (Multiple)
LMNI-108	E-mail addresses (multiple)
LMNI-109	All social media profiles
LMNI-110	School information.
LMNI-111	Parents, if a Juvenile
LMNI-112	Chronology of the changes to be tracked for an individual.
LMNI-113	Use caution flag.
LMNI-114	Narrative (unlimited)
LMNI-115	Narrative entries are date/time stamped.
LMNI-116	Narrative entries are displayed in reverse chronological order (newest entry first).
	At a minimum, the system provides a mechanism to allow an unlimited number of versions of the following information to be tracked for each unique individual in the system:
LMNI-117	Aliases / nicknames, each of which may contain all the above-described identifying information.
LMNI-118	Addresses, current and prior, with user-defined types, e.g., home, work.
LMNI-119	Telephone numbers, current and prior, with user-defined types, e.g., home, work, cell, pager.
LMNI-120	E-mail addresses
LMNI-121	Alias SSN/DOB
LMNI-122	Identifying numbers, e.g., SID, FBI, DL.
LMNI-123	State issuing Drivers License or ID
LMNI-124	State issued ID and State ID number
	At a minimum, the system provides the following types to be associated with individuals:
LMNI-125	Victim
LMNI-126	Witness
LMNI-127	Suspect/Person of Interest
LMNI-128	Associate/Involved Other/Reporting Party
LMNI-129	Relative
LMNI-130	Offender
LMNI-131	Owner

[redacted]

LMNI-132	Driver
LMNI-133	Passenger
LMNI-134	The System has the ability to search the MNI by any field available in a MNI record.
LMNI-135	Within a case folder, authorized users have the ability to easily see, all associations to person(s) throughout the system.
	Law Enforcement Master Vehicle Index
LMVI-1	A Master Vehicle Index (MVI) is provided.
LMVI-2	Where available, the system allows the import of standardized code tables from external sources, e.g., NIBRS, FBI.
LMVI-3	The system shall provide the capability to track, chronologically, the changes to an individual's master vehicle record.
	At a minimum, the system provides the following data as a part of the MVI:
LMVI-4	VIN
LMVI-5	Make of Vehicle (dropdown)
LMVI-6	Model (dropdown)
LMVI-7	Year
LMVI-8	Type (dropdown)
LMVI-9	Exterior Color (including top / bottom fields)
LMVI-10	Interior Color (including top / bottom fields)
LMVI-11	Narrative box for unique identifiers e.g., rims, stickers, vehicle damage.
LMVI-12	Vehicle registration (license plate number)
LMVI-13	State issuing vehicle registration (dropdown)
LMVI-14	Decal number
LMVI-15	Expiration date
LMVI-16	Owner (associated with a DMV record)
LMVI-17	Owner address
LMVI-18	Chronology of changes made to a vehicle record.
LMVI-19	The system allows the attachment of standard PC files to any record (e.g., PDF, JPG, WAV).
LMVI-20	The MVI is accessible and integrated with all modules where vehicle information is needed/referenced.
LMVI-21	The system will perform VIN format verification and alerts the operator when the format verification fails
LMVI-22	The user will have the ability to override a VIN verification failure.
	At a minimum, the MVI is integrated with the following activities:
LMVI-23	Accidents
LMVI-24	Field Interview contact information
LMVI-25	BOLOs

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LMVI-26	Impounds
LMVI-27	Property
LMVI-28	Repossession
LMVI-29	Suspect vehicle (Incidents)
LMVI-30	Suspect vehicle (Cases)
LMVI-31	Tickets and Citations
LMVI-32	Towing
LMVI-33	The system supports inquiry of the MVI which can use any or all fields of the MVI record.
LMVI-34	The system supports inquiry of the MVI which can use wild card substitution.
LMVI-35	The system supports inquiry of the MVI which allows partial tag.
LMVI-36	The system supports inquiry of the MVI which allows partial VIN.
	Law Enforcement Master Location Index
LMLI-1	The system supports a Master Location Index (MLI) which could integrate with the CAD system.
LMLI-2	Where multiple MLI specifications are described in this RFP (e.g., Mobile, LERMS, FRMS, JMS), the system will provide a single Master Location file which encompasses the MLI specifications from each discipline.
LMLI-3	The system provides links between MLI and CAD to prior activity and history at addresses that will provide alerts in the CAD System.
LMLI-4	On a match between the CAD address and the MLI record, the system will visually alert the user.
LMLI-5	The Agency can determine the type of match causing an alert to be sent to the user.
LMLI-6	The system provides the ability to see in one location all information and activities related to a specific address throughout the system
LMLI-7	The MLI is accessible from all modules where location information is needed/referenced.
LMLI-8	The system supports a Master Location Index (MLI) which will integrate with CAD, providing links to prior activity and history at addresses that will provide alerts in the CAD System.
LMLI-9	Ability to see in one location all activities related to a specific address throughout the system (e.g., any fire incidents, EMS incidents, investigations, permits, inspections, etc.).
LMLI-10	MNI persons related to the location can be associated with the location record.
	The MLI must be accessible by:
LMLI-11	Specific address
LMLI-12	Range of addresses
LMLI-13	Common place name
	The MLI will include the following data elements:
LMLI-14	Common place name
LMLI-15	Alarm permits
LMLI-16	Neighborhood
LMLI-17	Districts/Zone/Beat/Grid
LMLI-18	X/Y/Z Coordinates

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LMLI-19	Alerts
LMLI-20	Hazards
LMLI-21	Images (unlimited)
	The MLI is capable of performing the functions and/or capture data for the following:
LMLI-22	Record basic location information
LMLI-23	Automatic assignment of multiple reporting districts
LMLI-24	Intersections
LMLI-25	Block face addresses (zip codes)
LMLI-26	Commonplace names
LMLI-27	Map coordinates (latitude and longitude)
LMLI-28	Cautions/hazards/alerts
LMLI-29	Occupancy elevation (e.g., floor)
LMLI-30	Premise Type (e.g., single family residence, commercial, apartment building)
LMLI-31	Case references
LMLI-32	Residents
LMLI-33	Residence checks
LMLI-34	Emergency contact information
LMLI-35	Specific address searches
LMLI-36	Address range searches
LMLI-37	Selected persons (e.g., arrestees, suspects, witnesses, victim)
LMLI-38	Known associates
LMLI-39	Address inquiries
LMLI-40	Address recap to report on the total number of times that each address has been linked to incidents, arrests, and home addresses of individuals.
	The MLI will include the following data elements:
LMLI-41	Common place name
LMLI-42	Alarm permits
LMLI-43	Neighborhood
LMLI-44	Alerts
LMLI-45	Hazards
LMLI-46	The system will create valid address points and warn when a system does not have a valid address point.
LMLI-47	The MLI will link to a map layer using Esri ArcGis.
	Law Enforcement Crime Analysis

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LCrmA-1	The system will utilize existing data previously entered or transferred into other integrated application modules for use in crime analysis reporting.
LCrmA-2	The system should be able to create static reports
LCrmA-3	The system should be able to create custom dashboards
	At a minimum, the following data will be extracted:
LCrmA-4	Date of Offense
LCrmA-5	Date Types, e.g., Report Date, Date Occurred, Arrest Date, etc.
LCrmA-6	Time of Offense
LCrmA-7	Time Types, e.g., Report Time, Time Occurred, Arrest Time, etc.
LCrmA-8	Location of Offense
LCrmA-9	Description of the Premises
LCrmA-10	Type of Offense
LCrmA-11	Method and Point of Entry
LCrmA-12	Description of Weapons Used
LCrmA-13	Description of Tools Used
LCrmA-14	Victim Data (Age/Relationship/Race/Sex/Gender Identity)
LCrmA-15	Type of Property Stolen
LCrmA-16	Suspect Vehicle Description
LCrmA-17	Suspect Description
LCrmA-18	M.O. Parameters
LCrmA-19	The data will be able to be reproduced in hard copy and used in map plotting
LCrmA-20	The system can generate any reports using a report wizard.
LCrmA-21	The system will allow authorized users access to access to the data warehouse to create custom reports.
LCrmA-22	The system has a built-in data assist capability that identifies in the user interface the table & field names for each data area of the software.
LCrmA-23	The system can generate a report that shows statistical data on crimes concerning the frequency and the distribution of crime throughout user-selected jurisdiction reporting districts/zone/beat/grid.
LCrmA-24	The system can generate a report that shows statistical data on crimes concerning the frequency and the distribution of crime throughout user-selected mapping layers available via the GIS maps (e.g., stations, sectors, grids, voting districts, etc.).
LCrmA-25	The system is able to retrieve cases with similar crime modus operandi to assist investigators in solving crimes.
LCrmA-26	The system is able to produce a solvability matrix
LCrmA-27	The system is able to identify the overall activity per crime type within a selected date range and reporting district.
	The system can create reports that target specific types of crimes based on the following:
LCrmA-28	Location (specific address) of Occurrence
LCrmA-29	User Selected Crime Type

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LCrmA-30	Hate Bias Information
LCrmA-31	Geographical Groupings of Crimes
LCrmA-32	Similar Types of Victims
LCrmA-33	Common M.O. of Crime
LCrmA-34	Suspect Vehicle Description
LCrmA-35	Suspect Physical Description
LCrmA-36	Tools Used
LCrmA-37	Weapons Used
LCrmA-38	Property Targeted for Theft
LCrmA-39	Point and Method of Entry
LCrmA-40	Scene Category of Crime, e.g., Residence, Grocery/Supermarket
LCrmA-41	Theft Category of Crime (e.g., shoplifting from buildings, vehicles)
LCrmA-42	Crime Attempts
LCrmA-43	NIBRS offense codes
LCrmA-44	Description fields should be searchable via the use of wildcard characters, e.g. *.
LCrmA-45	The system allows the generation of ad hoc reports.
LCrmA-46	The system allows data to be sorted based on any field used to create the report.
LCrmA-47	The system is able to link related complaints together through associated case numbers.
LCrmA-48	The system allows report data to be exported in multiple file formats. For instance, ASCII, CSV, JSON, XML, Flat File, etc.
LCrmA-49	The system allows a report to be converted to PDF format.
LCrmA-50	The system provides the capability for data to be displayed as ESRI compliant GIS spatial data on a non-proprietary map, e.g., pin mapping, hot spots.
LCrmA-51	The system allows ESRI compliant data to be exported to a GIS module.
	The system can produce the following specific reports.
LCrmA-52	Records entry activity by user (user ID), to include cases, citations, and accidents.
LCrmA-53	Reports entered by officer (officer ID).
LCrmA-54	Missing reports (reports where a case number was issued but the report is not in the main LRMS case module).
LCrmA-55	Cases with invalid adresses.
LCrmA-56	Officer activity log (calls for service based on clearance codes/dispositions assigned to call, by officer and by shift).
LCrmA-57	Open cases requiring supplements.
	The system can retrieve suspect names based on:
LCrmA-58	Available photo
LCrmA-59	Known Offender Address

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LCrmA-60	Past Criminal Contacts
LCrmA-61	Past Vehicle Relations
LCrmA-62	Pawn Transactions
LCrmA-63	Known Associates
	The system can retrieve suspect vehicle information based upon:
LCrmA-64	Year of Vehicle
LCrmA-65	Make of Vehicle
LCrmA-66	Model of Vehicle
LCrmA-67	Style of Vehicle
LCrmA-68	Top and Bottom Color of Vehicle
LCrmA-69	License Plate of Vehicle (including partial plates)
LCrmA-70	License Plate State of Vehicle
	The system can retrieve information on vehicles obtained through:
LCrmA-71	Field Interview Reports
LCrmA-72	Prior Contacts with the Department
LCrmA-73	Arrests
LCrmA-74	Case Reports
LCrmA-75	Citations/Moving Violations
LCrmA-76	Crash Reports
LCrmA-77	Want and Warrant Records
LCrmA-78	Suspect Vehicles Record
LCrmA-79	Impounded Vehicles
LCrmA-80	The system will retain Modus Operandi (M.O.) characteristics in agency specified coded fields.
LCrmA-81	The system is able to search for M.O. characteristics as selected parameters.
LCrmA-82	The system is able to generate reports with M.O. parameters and crime specialties.
	The system will retreive information on known offenders, such as:
LCrmA-83	Past Criminal Contact
LCrmA-84	Sex Offenders
LCrmA-85	Narcotics Offenders
LCrmA-86	Other Agency-defined Offender Types
	The system is able to capture and retrieve juvenile information, including:
LCrmA-87	Juvenile Demographic Information

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LCrmA-88	Juvenile Personal Characteristics
LCrmA-89	Juvenile Guardian Information
LCrmA-90	The system is able to capture and retrieve crime analysis information from complaint records when information is included on a juvenile arrest.
LCrmA-91	The system should visually indicate when a subject is a juvenile
	Law Enforcement Gang Tracking
LGang-1	The system accepts and maintains information about gangs.
LGang-2	The system accepts and maintains information about individual gang members.
LGang-3	The system tracks gang activity.
LGang-4	The system tracks individual gang member activity.
LGang-5	The system will alert users to identified gang locations.
LGang-6	The system will alert users to identified gang members.
LGang-7	The system will alert users to identified gang/gang member vehicles.
LGang-8	The system allows gang tracking data to be secured from unauthorized users.
LGang-9	They system will have specific read-only rights for Gang information.
LGang-10	The system allows gang case data (that does not include IBR and/or UCR reporting elements) to be maintained separately from other agency case information.
LGang-11	The system allows gang case data to be approved for general viewing based on approval of authorized user.
LGang-12	The module is compliant with 28 Code of Federal Regulations Part 23 (28 CFR Part 23), which is considered the national standard for criminal intelligence information under the National Criminal Intelligence Sharing Plan.
	The system accepts and maintains the following basic gang related information:
LGang-13	Gang name
LGang-14	Gang type
LGang-15	Location/Address/general area/Beat
LGang-16	Number of members
LGang-17	Alliances/origin
LGang-18	Date of Alliances
LGang-19	Ethnicity
LGang-20	Race
LGang-21	Dress/colors
LGang-22	Any other symbols, graffiti, hand signs
LGang-23	Number of sub-groups
LGang-24	Name of sub-groups
LGang-25	Reporting district
LGang-26	General description (free-from text narrative)

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LGang-27	Modus operandi	
LGang-28	Weapons	
LGang-29	Vehicles	
LGang-30	Associated gangs	
LGang-31	Rivals	
LGang-32	The system accepts and tracks gang-related activities.	
	The system accepts and maintains records on individual members of a gang, including, at a minimum:	
LGang-33	Start/first contact date	
LGang-34	Gang relationship	
LGang-35	Known vehicles	
LGang-36	The system has the capability of attaching multiple supporting documents of various types to a gang record.	
	The system is able to search for gang information using the following criteria:	
LGang-37	Gang name	
LGang-38	Gang type	
LGang-39	Location	
LGang-40	Unique Number (e.g. agency system number, corrections number)	
LGang-41	Alliance/origin	
LGang-42	Ethnicity	
LGang-43	Dress/colors	
LGang-44	Modus operandi	
LGang-45	Gang member	
LGang-46	Gang associate - non-member	
LGang-47	Reporting district	
LGang-48	The system will accept and maintain multiple contact numbers associated with gangs.	
LGang-49	The system will accept and maintain multiple contact numbers associated with individual gang members.	
LGang-50	The module must require date, time, code, type and officer name to create an activity record.	
LGang-51	The system will accept, maintain, and track intelligence records, i.e., information received from various informants about a gang or gang member.	
LGang-52	The system can generate gang related reports.	
	Law Enforcement Crime Reporting	
	The system satisfies the requirements for electronic submission to State UCR/NIBRS repository	
LCrmR-1	Uniform Crime Reporting (UCR) including specific requirements (family violence, sexual assault, drug seizure)	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LCrmR-2	National Incident Based Reporting System (NIBRS)
LCrmR-3	The ability to track additions/modifications/deletions to already submitted data for reporting to the state, as required by State Reporting guidelines.
LCrmR-4	The system has the ability to transmit changed and updated records as well as original records within the reported month.
LCrmR-5	The system provides the required NIBRS data elements in the appropriate formats.
LCrmR-6	The system provides the required UCR data elements in the appropriate formats.
LCrmR-7	The system has the ability to validate UCR and/or NIBRS information and identify errors prior to submission.
LCrmR-8	The system has the ability to edit the monthly NIBRS information and identify errors before submission.
LCrmR-9	The system has the ability to update previously submitted records with revised information.
LCrmR-10	The system will provide the ability to submit monthly reports electronically
	Law Enforcement Investigations
	Basic Capabilities
LInv-1	The system can track Law Enforcement investigations.
LInv-2	The system can restrict access to data pertaining to juvenile offenders to authorized users only.
LInv-3	The juvenile offenders section within the investigations module can have separate security settings.
LInv-4	The system supports the ability to create multiple investigation types.
LInv-5	The system upholds strict security allowing only authorized user(s) access to investigation records.
LInv-6	For NIBRS reporting, the system allows the designation of an incident as a potential arson, with ability to record additional fields of associated information.
LInv-7	The system is able to secure investigative records to limit individual and group access to individual or multiple records.
	Investigation data includes, but is not limited to:
LInv-8	Investigator name and/or ID number
LInv-9	PD investigator assigned
LInv-10	Call for Service/RMS case number
LInv-11	Date case begun
LInv-12	Date case closed
LInv-13	Investigation location / address
LInv-14	Witness information/statements (unlimited)
LInv-15	Victim information/statements (unlimited)
LInv-16	Property Occupant
LInv-17	Property owner address
LInv-18	Individual collecting evidence
LInv-19	Property Type (i.e. evidence, property, sample, etc.)
LInv-20	Track Chain-of-Evidence

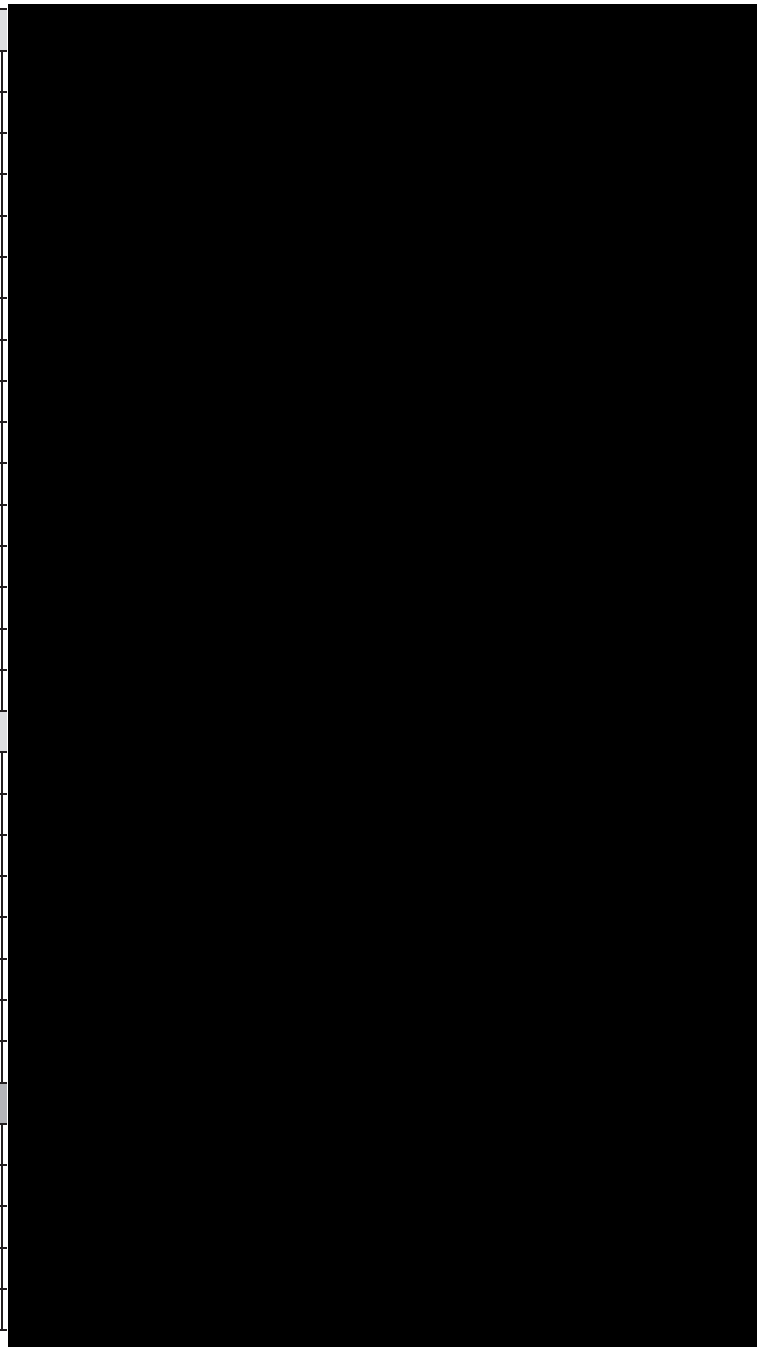
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LInv-21	Characteristics of modus operandi	[redacted]
LInv-22	Narrative	
LInv-23	The system is able to attach graphic file(s) to an investigation record (e.g., scene diagram).	
LInv-24	The system interfaces with third-party diagraming software to import scene diagram graphic file(s) into investigative records.	
LInv-25	The system is able to restrict assigned investigator to certain information.	
LInv-26	The system is able to assign investigator(s) to case.	
LInv-27	The system is able to relate multiple incidents to one case.	
LInv-28	The system is able to attach any Windows-compliant file(s) to an investigation record.	
LInv-29	The system allows case status to be updated with ongoing activities and notes.	
LInv-30	The system is able to import, link, or attach initial reports into the investigation record.	
Linv-31	The system has the capability to lock down a Case to authorized users only.	
	Investigative Case Management	
	The system tracks, at a minimum, the following for each case:	
LInv-32	Assigned to	
LInv-33	Assigned date	
LInv-34	Status	
LInv-35	Status date	
LInv-36	Initial narrative	
LInv-37	Supplemental narratives (unlimited)	
LInv-38	Solvability factors	
LInv-39	Calculated solvability rating	
LInv-40	Hours of activity	
	The system provides case investigation summaries for each detective including at a minimum, the following:	
LInv-41	Number of active cases	
LInv-42	Case type breakdown	
LInv-43	Assignment date	
LInv-44	Activity log	
LInv-45	The system is capable of assigning "split" case management. Case management assigned to more than one division or administrative units. (e.g., Narcotics and Crimes Against Persons)	
LInv-46	An authorized user is able to assign (or reassign) cases to any detective.	
LInv-47	The system is able to view and print entire case report.	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

	An authorized user can locate subjects using a single criterion or multiple criteria, including, but not limited to:
LInv-48	Physical characteristics
LInv-49	Fingerprints
LInv-50	Charges
LInv-51	Scars
LInv-52	Marks
LInv-53	Tattoos
LInv-54	Race
LInv-55	MO
LInv-56	Handicaps
LInv-57	User defined fields
LInv-58	An authorized user is able create random lineups of subjects drawn from search results.
LInv-59	An authorized user is able to create random lineups with user defined search criteria and in compliance with agency standards. (e.g. sequential photo lineup)
LInv-60	Searches can be limited to a single jurisdiction or search all jurisdictions.
LInv-61	Searches include master names.
LInv-62	Searches include businesses.
LInv-63	Searches include property type.
	The system can generate a crime analysis reports based on user-defined report criteria, such as, but not limited to:
LInv-64	Specific criminal activity
LInv-65	Offenses
LInv-66	MO
LInv-67	Entry/exit methods
LInv-68	Evidence collected
LInv-69	Location/scene
LInv-70	Hate/bias
LInv-71	Weapon used
	Law Enforcement Case Entry
LCseE-1	The system will apply user security to case entry, search and all incident related reports.
LCseE-2	The system can pull data from an existing incident record.
LCseE-3	The system will generate a notification or some other reference to any case number that is issued in the CAD module that requires a report (via Mobile upload or manual RMS entry).
LCseE-4	The system has the ability to flag a case as 'domestic related'.
LCseE-5	When a case is flagged as 'domestic related' the system will require specific mandatory domestic-related fields be completed by the user.



Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

	The system links the case to:
LCseE-6	CAD incident
LCseE-7	Master name index
LCseE-8	Arrest data
LCseE-9	Property data
LCseE-10	Master vehicle index
LCseE-11	The system is able to accept entry of supplemental reports.
LCseE-12	The system is able to index case records by case number, which may be the same as the originating event (CFS) number.
LCseE-13	The system is able to accept and maintain case records on any type of incident or criminal activity.
LCseE-14	The system tracks multiple crimes within a single master case record.
LCseE-15	When name related information is entered into the module, it is updated in the master name file in RMS and triggers a notification to the system manager and/or records custodian.
LCseE-16	The system will cross-reference and link multiple related offenses to a specific case record via its case number.
LCseE-17	The system will cross-reference and link multiple related incident records to a specific case record via its case number.
LCseE-18	The system will allow direct access to any related incident via hyperlink or other direct access method from within the case and/or any related case record.
LCseE-19	The system will create a case record upon entry of the crime report data.
LCseE-20	The system allows the generation of year-based case numbers.
LCseE-21	The system has the ability for an authorized user to correct previously entered incident data in the case data entry screen.
	The system will accept and maintain the following case record data elements:
LCseE-22	Incident Type
LCseE-23	Occurred Location
LCseE-24	Hate Bias Information
LCseE-25	Criminal Activity
LCseE-26	Entry and Exit Methods/Points
LCseE-27	Date/Time of Occurrence
LCseE-28	Date of Reported Occurrence
LCseE-29	Multiple Crime/Offense Codes
LCseE-30	Type of Arson Reported
LCseE-31	Type of Theft Reported
LCseE-32	Status of the Complaint
LCseE-33	Disposition/Date of the Complaint
LCseE-34	Multiple MOs of the Crime
LCseE-35	Attempted Crime

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LCseE-36	Type of Weapon	
LCseE-37	Type of Tool	
LCseE-38	Codes for the Type of Scene of the Crime	
LCseE-39	Officer's Bureau Assignment	
LCseE-40	Type of Stolen/Recovered Vehicle	
LCseE-41	Estimated Dollar Amount of Property Involved	
LCseE-42	Property Involved	
LCseE-43	Solvability Factors Associated with Complaint	
	The system will accept and maintain, at a minimum, the following domestic violence data elements associated with a case:	
LCseE-44	Injury type	
LCseE-45	Extent of injury	
LCseE-46	Sobriety of victim	
LCseE-47	Demeanor of victim	
LCseE-48	Length of relationship	
LCseE-49	Date relationship ended (if applicable)	
LCseE-50	Prior domestic violence victim	
LCseE-51	Number of calls to law enforcement	
LCseE-52	If Protective Order is in effect	
LCseE-53	Protective Order expired	
LCseE-54	Court issuing protective order	
LCseE-55	Order/Docket number	
LCseE-56	The system will accept and maintain detailed information about all offenses associated with a case.	
LCseE-57	The system will accept and maintain detailed information about all subjects associated with a case (e.g., arrested adults, juveniles, witnesses, complainants, missing persons, reporting party, victims).	
LCseE-58	The system will accept and maintain information about all arrests associated with a case.	
LCseE-59	The system will accept and maintain information about all field investigations associated with a case.	
LCseE-60	The system will automatically link all information from a field reporting record to the original case report.	
LCseE-61	The system will accept and maintain information about all vehicles associated with a case.	
LCseE-62	The system supports unlimited narrative input and editing capabilities for the original case report.	
LCseE-63	The system supports unlimited narrative input and editing capabilities for any type of supplemental report.	
LCseE-64	The system will capture crime analysis related information during case processing.	
LCseE-65	The system has the ability to expunge a subject from a case record.	
LCseE-66	Information from an incident record is automatically pulled into an associated case record to eliminate the need to enter the same data twice.	

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LCseE-67	The system is able print hard copies of case records and supplemental reports, depending on security.
LCseE-68	The system is able to print a redacted version of a case record for public use.
LCseE-69	All entry information can be built into a report, which will plot on a map or generate a printable report.
LCseE-70	The system has the ability to generate multiple case related reports for statistical crime analysis.
LCseE-71	The system will support batch uploads and provide the ability to attach multiple supporting documents/files of various types (e.g., Word, Excel, PDF, WMA, JPG, MPG, WAV) to a case record. (The vendor will provide a list of file types supported for attachment by the system).
LCseE-72	A user defined description can be associated with each attached file.
LCseE-73	Case entry provides a mechanism to complete an NIBRS edit check from within the record at any time.
LCseE-74	Updates to case data update IBR-related information when applicable, and generates any updates that are required for NIBRS submissions.
LCseE-75	The system can generate a NIBRS edit list at any time.
LCseE-76	IBR edit lists reference the applicable case number and correction required based on imbedded NIBRS logic.
LCseE-77	The system will generate a report that references case numbers that have been issued via CAD and Field Reporting that do not have a corresponding report (i.e. still resident within field reporting or officer has not completed via the RMS system.)
LCseE-78	System security allows narrative access to be assigned to only specific individual users.
LCseE-79	System security allows narrative access to be assigned to only a specific group of users.
LCseE-80	The system shall allow any individual case report to be closed, where the report will then be visible only to those users who have authority to see closed records based on security settings.
LCseE-81	The system shall allow individual case elements to be marked "closed", where those elements are only visible to users who have authority to see closed records based on security settings.
LCseE-82	Relationship of victim to offender(s)
	Law Enforcement Case Management
LCseM-1	The system maintains a database of current cases and statuses.
LCseM-2	The system is able to use the module as a supervisory tool.
LCseM-3	The system allows an authorized user to assign or reassign officers to cases.
LCseM-4	The system provides edit check capabilities to ensure each case meets all entry requirements as defined by the agency.
	Items checked, at a minimum:
LCseM-5	Subject information
LCseM-6	Property information
LCseM-7	Offense information
LCseM-8	Arrest information
LCseM-9	The system will notify the user what edit check items are not met.
LCseM-10	At a minimum, the edit checks will meet the minimum requirements for submission to the State and Federal authorities, specifically, UCR or NIBRS data elements.
LCseM-11	At a minimum, the edit checks will meet the minimum requirements for submission to the State and Federal authorities, specifically NIBRS data elements.
LCseM-12	The system allows for agency-defined case activities (e.g., table driven coding).
LCseM-13	The system will have the ability to integrate case activities with commercial calendar applications (e.g., Microsoft Outlook).
	Case activity shall include, but not be limited to:

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LCseM-14	Assigned Officer/investigator
LCseM-15	Activity type
LCseM-16	Activity date
LCseM-17	Activity time
LCseM-18	Free text narrative
LCseM-19	Status
LCseM-20	Status date
LCseM-21	The system accepts and maintains solvability factors.
LCseM-22	The system allows an authorized user to assign case activities to various personnel as required (e.g., property clerk, other investigator, supervisor).
LCseM-23	The system allows personnel to see all cases assigned to them based on log in.
LCseM-24	The system tracks case status history.
LCseM-25	The system tracks case disposition history.
LCseM-26	Case Management integrates with Crime Analysis module to produce comprehensive statistical reports.
LCseM-27	The system tracks assigned and unassigned cases.
	The system tracks cases by:
LCseM-28	Officer
LCseM-29	Squad
LCseM-30	Assigned bureau
LCseM-31	Activity type
LCseM-32	Activity officer
LCseM-33	Status
LCseM-34	Disposition
LCseM-35	The system provides case load reports by officer, supervisor, case status and activities.
LCseM-36	The sysem has the ability to sort cases by Type and/or Felony or Misdemeanor.
LCseM-37	The system allows personnel to assign activities to other officers/investigators.
	The system allows personnel to assign activities to others, including but not limited to:
LCseM-38	Domestic violence investigator
LCseM-39	Domestic violence unit
LCseM-40	The system can enable automatic e-mail notifications to appropriate personnel whenever a case is updated or a report is added to a case.
LCseM-41	The system can enable automatic e-mail notifications to appropriate personnel whenever the are assigned a case.
LCseM-42	The system can enable automatic e-mail notifications to appropriate personnel whenever the are assigned a case activity.
LCseM-43	The system provides a methodology that allows supervisors to review open, unassigned cases to make Officer/personnel assignments.

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LCseM-44	The system allows a user to assign multiple dispositions to a single case.
	Law Enforcement Narcotics
LNarc-1	Authorized user access to the narcotics module and records are based on active directory permissions .
	Access to the narcotics module is logged, including at a minimum the following:
LNarc-2	Date
LNarc-3	Time
LNarc-4	Accessing User Information
LNarc-5	An authorized user has the ability to create and maintain agency-defined investigation types.
LNarc-6	An authorized user has the ability to create agency-defined investigation statuses.
LNarc-7	Investigation records are tied to a location and provide full access to location history.
LNarc-8	The system is able to tie an investigation to a case number and case ORI.
LNarc-9	The system manages associated assignments within the investigation record.
LNarc-10	The system tracks all investigation activities within the investigation record.
LNarc-11	The system is able to tie to associated intelligence records and other investigation numbers.
LNarc-12	The system is able to track an unlimited number of subjects with full access to their master name files and agency histories.
LNarc-13	The system is able to track subject activities.
LNarc-14	The system is able to tie an unlimited number of confidential informants to an investigation record.
LNarc-15	The system is able to track an unlimited number of associated vehicles.
LNarc-16	The system tracks all charges (pending or otherwise) associated with an investigation.
LNarc-17	The system tracks court information associated with a charge.
LNarc-18	The system tracks all drug buys, i.e., narcotics purchased during the course of the investigation.
LNarc-19	The system tracks all drug purchasing locations.
LNarc-20	The system tracks all monies used in drug buys.
LNarc-21	The system tracks all charges associated with a particular drug buy.
LNarc-22	The system documents all laboratory results tied to a drug buy.
LNarc-23	An authorized user can attach multiple supporting documents of various types to a drug buy record.
LNarc-24	The system tracks property associated with the investigation.
LNarc-25	An authorized user can attach unlimited supporting documents of various types to an investigation record.
LNarc-26	An authorized user is able to determine numbering system for investigation records, including optional auto-incrementing.
LNarc-27	The system is able to generate a variety of narcotics related reports to facilitate statistical analysis.
LNarc-28	An authorized user is able to create, maintain and track intelligence records associated with narcotics investigations.
LNarc-29	The system is able to tie a confidential informant to an intelligence record.

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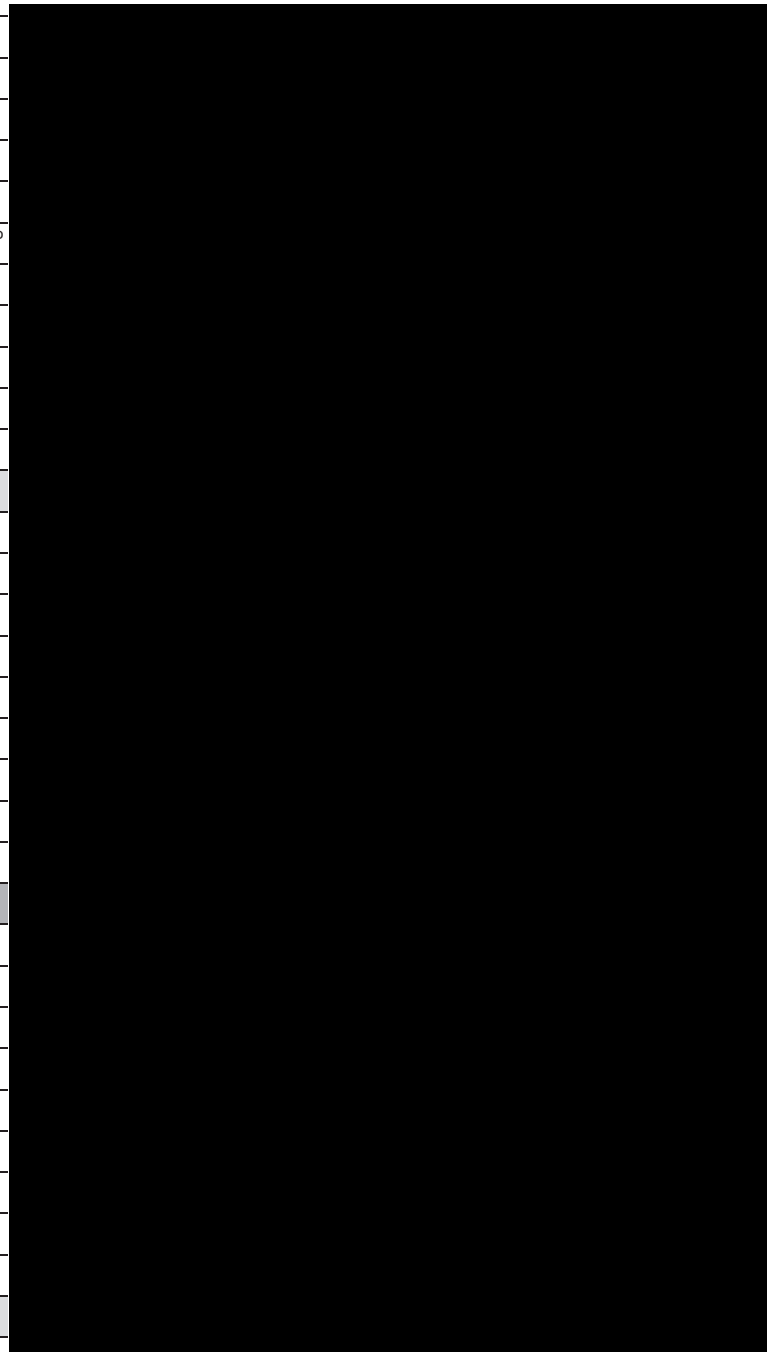
Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LNarc-30	The system can secure intelligence records and make them accessible to only those users with the proper Narcotics Management security permissions.
LNarc-31	The system has the capability for entry and maintenance of information about intelligence related payments.
	The system has the capability to tie intelligence to and define roles for the following:
LNarc-32	Person
LNarc-33	Location
LNarc-34	Vehicle
LNarc-35	Ensuing investigation
LNarc-36	An authorized user can attach unlimited supporting documents of various types to an intelligence record.
LNarc-37	The system has the capability to create, maintain and track separate records about confidential informants.
LNarc-38	The system has the capability to track all confidential informant activities.
LNarc-39	The system has the capability to document current confidential informant status.
LNarc-40	The system has the capability to document and track confidential informant reliability.
LNarc-41	The system has the capability to track all monies paid to a confidential informant.
LNarc-42	The system has the capability to attach multiple supporting documents of various types to a confidential informant record.
LNarc-43	The system is able to track all narcotics-related funds and transactions.
LNarc-44	The system is able to set user security permissions for all narcotics applications and reports.
LNarc-45	The system is able to share department-specific and designed information when approved by an authorized user.
	Law Enforcement Lineup / Mug Shot
	The image can be uploaded and stored from:
LMug-1	Direct connect with a digital camera
LMug-2	Computer hard drive
LMug-3	Standard scanned image file format (e.g., PDF, JPG)
LMug-4	USB drive
LMug-5	Other RMS modules
LMug-6	The Lineup / Mug Shot module is able to create photo lineups based on selected personal characteristics determined by the user, e.g., age, DOB, weight, DL number, SSN.
LMug-7	The Lineup / Mug Shot module is able to create photo lineups based on selected personal characteristics ranges as determined by the user.
LMug-8	The Lineup / Mug Shot module is able to generate photo lineups based on individuals selected by the user and in compliance with agency standards. (e.g., sequential photo lineup) .
LMug-9	The system provided the ability to save a photo lineup.
LMug-10	The system provides the ability to save the list of individuals used in the photo lineup.
LMug-11	The photo lineup can be attached to an incident record.
LMug-12	The system has the ability to store name information with each saved lineup image that originates from outside the RMS.
LMug-13	The system has the ability to print a lineup record to a hard copy.

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LMug-14	The system has the ability to lock a lineup record for use in an investigation to only allow access by authorized user(s).
LMug-15	The system can produce a lineup using individual photographs to be presented to a witness for identification.
LMug-16	The system can build a six and eight image lineup.
LMug-17	The system can randomize the order of the images in the lineup, each time it is displayed.
LMug-18	The Lineup / Mugshot module does not allow multiple pictures of the same individual (historic photos) to be entered into a lineup.
LMug-19	The Lineup / Mugshot lineup utility enables a user to enter multiple search criteria at the same time, rather than only enabling them to search one field at a time.
LMug-20	The Lineup / Mugshot lineup utility fills the lineup with a randomly selected set of photos from the search, user-selected photos, or a combination of random and user selected.
LMug-21	The Lineup / Mugshot lineup utility allows the user to ensure a specific photo is included in the lineup.
LMug-22	The Lineup / Mugshot lineup utility is capable of exporting the line up images in common image formats.
LMug-23	An authorized user can specify the format for export of the line up image.
LMug-24	The system provides a list of photograph sizes where the photograph size can be selected by the user (selection is enabled by a button).
	Advanced Image Search capabilities include the ability to search on:
LMug-25	Partial information
LMug-26	Ranges
LMug-27	Field content
LMug-28	Like values
LMug-29	Greater than
LMug-30	Less than
LMug-31	Equal to
LMug-32	The search criteria includes: the description of the Lineup record; a range of dates; an Incident record to which the Lineup record is attached; created by and/or updated by.
LMug-33	The user is capable of flagging a Master Name and image from being displayed in the Lineup Search by selecting a remove image feature. The name and the image are no longer provided as an option for the search return of available candidates.
	Law Enforcement Property Processing
LProp-1	The Property Processing module is associated with all other modules of the system involving the reporting, custody and analysis of property.
LProp-2	The system has the ability to enter property/evidence into the property and evidence module without the need to complete the report first and then allows the import of that property into the report.
LProp-3	The system allows for property tag numbers to be an auto-incremented number generated by the system.
LProp-4	The ability to have the property tag number auto increment or be entered manually is agency-specific.
LProp-5	The system allows for agency defined tag number format (e.g., 123, 1A, 2A, case number-1, case number-2)
LProp-6	All transactions should have audit records as outlined under the Law RMS General tab.
LProp-7	The system needs to be able to complete analysis and audits within the system.
LProp-8	The system has the capability to capture electronic signatures.
LProp-9	The system has the capability to attach images of items to property records.
	The system is able to enter and maintain the following property data:



LProp-10	Item Number
LProp-11	Piece Number
LProp-12	Serial Number
LProp-13	Associated case number
LProp-14	Officer of initial custody
LProp-15	Property Code (e.g., stolen, pawned, evidence)
LProp-16	Property Tag Number
LProp-17	Owner Applied Number
LProp-18	Storage Location
LProp-19	Quantity
LProp-20	Value – Nearest Dollar
LProp-21	Property Owner
LProp-22	Date Property Received
LProp-23	Item Category (firearms, tools, vehicles, bicycles)
LProp-24	Lab Report Cross-Reference
LProp-25	Date of Disposal/Release
LProp-26	Employee Authorizing Release
LProp-27	Date Scheduled for Disposal/Destruction
LProp-28	Item Class (UCR)
LProp-29	Free-form Descriptions
LProp-30	Color
LProp-31	Recovered for other Jurisdiction Flag

The system is able to enter and maintain the following additional elements for firearms:

LProp-32	Firearm Serial Number
LProp-33	Firearm Type
LProp-34	Firearm Manufacturer (drop-down list)
LProp-35	Action (automatic, bolt action, carbine, pump)
LProp-36	Caliber
LProp-37	Shot Capacity
LProp-38	Barrel Length
LProp-39	Finish
LProp-40	Make/Model

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LProp-41	Condition	
LProp-42	Year Made	
	The system is able to enter and maintain the following additional elements for boats:	
LProp-43	Boat Name	
LProp-44	Registration Number	
LProp-45	Registration State	
LProp-46	Registration Year	
LProp-47	Boat Manufacturer	
LProp-48	Hull Number	
LProp-49	Hull Shape	
LProp-50	Hull Type	
LProp-51	Hull Material	
LProp-52	Color	
LProp-53	Propulsion	
LProp-54	Boat Length	
LProp-55	Year of Manufacture	
LProp-56	Free-form Descriptions	
	The system is able to enter and maintain the following additional elements for vehicles:	
LProp-57	Vehicle Type	
LProp-58	Color (top, bottom, interior)	
LProp-59	Vehicle Year	
LProp-60	Vehicle Make	
LProp-61	Model	
LProp-62	License Plate/VIN	
LProp-63	License Plate State	
LProp-64	Plate Year	
	The system is able to enter and maintain the following information for bicycles:	
LProp-65	Bicycle Make	
LProp-66	Model (boys, girls, tandem)	
LProp-67	Serial Number	
LProp-68	Owner applied number (OAN)	
LProp-69	Wheel Size	

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LProp-70	Speed
LProp-71	Color
LProp-72	The system can tie a property item to a case.
	The system is able to enter and maintain the following information for bank cards:
LProp-73	Banking/Institution that issued the card
LProp-74	Account number
LProp-75	Owner of the bank card
LProp-76	Expiration of the bank card
LProp-77	Disposition of the bank card (e.g., lost, stolen, etc.)
	Law Enforcement Property Room
LProp-78	The property room module will interface to bar coding (see bar code interface).
LProp-79	The system tracks items from receipt to disposal.
LProp-80	The system maintains complete evidence tracking (chain of custody) audit trail of property until final disposition of the item.
LProp-81	The system has an audit feature for the property room.
LProp-82	The system has an audit feature which includes an audit scan of items and will match the scan to data stored in the database.
LProp-83	The system is capable of printing the chain of custody audit trail for any/all items.
LProp-84	The system supports creation of multiple property rooms.
LProp-85	The system property room capabilities allow agency to define a minimum of four (4) levels of location definitions (i.e., Room 1, row 2, shelf 1, bin 5).
LProp-86	The system property room capabilities allow agency to define greater than four (4) levels of location definitions (i.e., Room 1, row 2, shelf 1, bin 5) to accommodate future growth and expansion.
LProp-87	Defined property locations become table driven (or drop down) values that are co-dependent of each other (i.e., When Room 1 is selected, second choice is only those rows that are defined for Room 1).
LProp-88	The system supports the creation of multiple property rooms for multiple jurisdictions.
	Additional chain of custody information will be maintained for each property item each time the item is moved or changes custody:
LProp-89	Current officer responsible for custody
LProp-90	Property location
LProp-91	Date / time of custody record update
LProp-92	Officer turning over custody
LProp-93	Date / time of item entry into State/NCIC
LProp-94	Date / time of item removed from State/NCIC
LProp-95	The system maintains details of all evidence retained in the property room for an indefinite amount of time.
LProp-96	The system maintains a disposition status for all evidence items after each item has been released.
LProp-97	The system has the capability to track batch moves and destruction of property.
LProp-98	The system has the capability to track batch moves and destruction of property for multiple cases.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LProp-99	The system maintains lab reports on fingerprint analysis
LProp-100	An operator can enter and maintain information about the individual or organization to which the property was released.
LProp-101	An operator can print an evidence inventory report by case number.
LProp-102	An operator can print a property disposition report for all disposed items.
LProp-103	An operator can generate a report of property scheduled to be disposed.
LProp-104	An operator can print a property purge reminder list of items to be released within a user-selected date range.
LProp-105	An operator can print a property purge reminder list of items to be released within a user-selected case disposition.
LProp-106	An operator can print a report displaying all items of property/evidence pertaining to a single report.
LProp-107	The system restricts inquiry access to property/evidence records based on assigned user rights.
LProp-108	At the time of entry, the system compares property records with previously entered property records (i.e., pawned, impounded, stolen, etc.).
	The system allows users to search for property based on the following search criteria:
LProp-109	Serial Number
LProp-110	Owner's Name
LProp-111	Property Tag Number
LProp-112	Case Number
LProp-113	Owner Applied Number
LProp-114	Make/Brand Name
LProp-115	Property Type/Kind
LProp-116	UCR Property Class
LProp-117	IBR Property Class
LProp-118	Vehicle Identification Number
LProp-119	Date range
LProp-120	Vehicle License Plate / Registration
	An operator can print barcodes for the following:
LProp-121	ORI
LProp-122	Officer
LProp-123	Disposition
LProp-124	Receiving and Release Status
LProp-125	Locations
LProp-126	An operator can print location labels by specific location or range.
LProp-127	An authorized user can set agency-defined label height, width and font size.

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LProp-128	The system can print labels individually.	
LProp-129	The system automatically generates property tag numbers.	
	Evidence Lockers	
LProp-130	The system shall have the ability for authorized users to enter property items into the system when they deliver those items to evidence lockers at various locations/substations.	
LProp-131	The system should generate receipts for property entered at evidence locker locations.	
LProp-132	The system should allow property room personnel to query what lockers/stations have property logged in for pick up from main RMS application (to allow property personnel to know what stations they need to go to for property/evidence pick up).	
LProp-133	The system provides the ability to apply bar codes to the property being placed in the evidence locker.	
	Lab Tracking	
	The ability to track lab information on evidence submitted to labs, to include:	
LProp-134	Chain of custody	
LProp-135	Lab name	
LProp-136	Lab Number (lab assigned number)	
LProp-137	Date sent	
LProp-138	Date returned	
LProp-139	Results	
LProp-140	Status	
LProp-141	Status date	
LProp-142	Attached narrative and other PC-based media (such as Word documents, images, scanned documents, PDF's etc.)	
	Law Enforcement Impounded Vehicle Processing	
	An authorized users is able to enter and maintain the details of an impounded vehicle, including the following general information:	
LImpV-1	Impound Date/Time	
LImpV-2	Impound Lot	
LImpV-3	Reason for Impounding	
LImpV-4	Place of Storage	
LImpV-5	Location Impounded From	
LImpV-6	Towing Service	
LImpV-7	Impounding Officers	
LImpV-8	Vehicle Information (e.g., make, model, color)	
LImpV-9	Vehicle hold	
LImpV-10	An authorized user can enter owner information based on master name file selection, if name is available.	
LImpV-11	The system indicates owner notification date/time.	
LImpV-12	The system accepts and maintains disposition information.	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LImpV-13	The system accepts and maintains vehicle release information.
LImpV-14	The system tracks the time from the vehicle being impounding.
LImpV-15	The system will report the number of days that a vehicle has been impounded.
LImpV-16	The system will display vehicles with holds associated with them.
LImpV-17	The system accepts and maintains associated incident, case, arrest, warrant, and booking information.
LImpV-18	The system tracks associated fees.
LImpV-19	The system has the capability of attaching multiple supporting documents of various types to an impounded vehicle record.
	Law Enforcement Wants and Warrants
	The system has the ability to enter and maintain detailed information about want and warrant records, including (but not limited to) the following data elements:
LWant-1	File Transaction Number (internal warrant number)
LWant-2	Court Warrant Number
LWant-3	Court Case Number
LWant-4	User Defined Number
LWant-5	Subject name
LWant-6	Subject address
LWant-7	Subject alias(s)
LWant-8	Subject DOB
LWant-9	Subject Sex
LWant-10	Subject Race (drop down)
LWant-11	Subject Driver's License number
LWant-12	Subject Driver's License state
LWant-13	Subject telephone number(s)
LWant-14	Subject Social Security Number
LWant-15	Subject Employer
LWant-16	Subject vehicle make / model / color
LWant-17	Subject vehicle license plate / state / year
LWant-18	Issuing Court
LWant-19	Issuing Judge
LWant-20	Charges
LWant-21	Warrant Type (e.g., felony, misdemeanor)
LWant-22	Location of Warrant (original)
LWant-23	Bond amount

[redacted]

LWant-24	Disposition (e.g., served, returned un-served)
LWant-25	Agency defineable status (e.g., active, inactive, unservable)
LWant-26	Status History
	All service activity (e.g., service attempts), including but not limited to:
LWant-27	Date
LWant-28	Time
LWant-29	Officer ID
LWant-30	Activity type
LWant-31	Free text narrative
LWant-32	Warning remarks
LWant-33	Background narrative, if applicable
LWant-34	Beat/zone/section within warrant venue
LWant-35	Reason for change on warrant, if applies
LWant-36	Extradition approved
LWant-37	Distance of pickup
LWant-38	The system displays a photo of the subject within the want/warrant record, if available.
LWant-39	A photo image can be loaded and stored via direct connect with a digital camera.
	The photo image can be uploaded from:
LWant-40	Digital camera (TWAIN compliant)
LWant-41	Computer disk
LWant-42	TWAIN complaint standard scanned image file format (e.g., JPG)
LWant-43	USB drive
LWant-44	Embedded email
LWant-45	Embedded text message
LWant-46	The system can display an alert whenever the name of a subject with an outstanding warrant is entered anywhere in the system.
LWant-47	Authorized users are able to update the status of a warrant record whenever necessary.
LWant-48	The system is able to assign an incremental warrant transaction numbers automatically.
LWant-49	A printed report can be generated displaying a log of all warrants within a specified date range.
LWant-50	Authorized users have the ability to cancel outstanding warrant records. Authorization is based on user security profiles (ID, password, security permissions) for example, warrants served.
	Outstanding warrants may be cancelled for the following reasons:
LWant-51	Recalled by Court or other jurisdiction
LWant-52	Served on the person

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LWant-53	Cleared of the charge
LWant-54	Beyond statutory limits
LWant-55	Received/transferred to
LWant-56	Records on canceled warrants can be maintained for an unlimited amount of time.
LWant-57	Records on canceled warrants include reason for cancellation and date of cancellation.
	The system allows warrants to be automatically searched from CAD based on the entry of matching name and/or matching address and display, at a minimum:
LWant-58	Warrant status
LWant-59	Wanted person demographics
LWant-60	Location of Warrant (original)
LWant-61	Warnings
LWant-62	In CAD, when warrants are automatically searched based on the entry of matching name and/or matching address, a resulting match on either of these search criteria will display a message for the user.
LWant-63	A printed report can be generated that lists all canceled warrants within a specified date range.
LWant-64	A printed warrant summary report can be generated that lists all warrant types and totals within a specified date range.
LWant-65	Ability to update a warrant's status from the mobile data.
	Law Enforcement Arrest Records
	The system accepts and maintains the following arrest information:
LArst-1	Arrest Number
LArst-2	Date/Time of Arrest
LArst-3	Arrest Type
LArst-4	Charge(s)
LArst-5	Associated Case Number
LArst-6	Location of Arrest
LArst-7	Name of Arrested Person
LArst-8	Alias (unlimited)
LArst-9	Scars, Marks and Tattoos (unlimited descriptions)
LArst-10	Arresting Officer (multiple possible)
LArst-11	Arresting Officer's unit/team
LArst-12	Reporting Districts of the Arrest
LArst-13	Assisting Arrest Officer
LArst-14	Disposition of the Arrest

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LArst-15	Disposition Date
LArst-16	On data entry, prior to assigning an arrest number, the system will search existing arrest records using the Master Name dataset for existing arrest records. If existing records are found, the system will message the operator to use either the prior arrest number for that arrestee, or generate a new arrest number
LArst-17	The system accepts and maintains information about all charges associated with the arrest.
LArst-18	The system accepts and maintains data on arrest and court dispositions.
LArst-19	The system links arrests to cases.
LArst-20	The system can link multiple arrests to a single case.
LArst-21	The system can link an arrest to multiple cases.
LArst-22	The system accepts and maintains information about injuries the arrestee may have sustained while being apprehended within the Use of Force module/report.
LArst-23	The system accepts and maintains information about weapons involved in the arrest.
LArst-24	The system is integrated with Booking module, allowing subject data to be transferred into the Booking module from a related arrest.
LArst-25	The system is integrated with Booking module, allowing offense data to be transferred into the Booking module from a related arrest for use with Booking charges.
	The system accepts and maintains information about identification numbers associated with the arrest, including, not limited to:
LArst-26	Booking number
LArst-27	Case number
LArst-28	Warrant number
LArst-29	Offender-based tracking system number
LArst-30	The system maintains and reports information per NIBRS requirements.
LArst-31	The system maintains and is able to report information in the legacy UCR Summary format.
LArst-32	The system links newly arrested individuals to previous arrests, if applicable.
LArst-33	If one does not already exist, the system automatically create a master name record at the time of the arrest processing.
LArst-34	The system has access to an arrest register within a selected date range.
LArst-35	An arrest record can be added at the time of the original case report.
LArst-36	An arrest record can be added at any time after the original case report.
LArst-37	In the event of an arrest at a later date, the system is able to add additional supplemental narrative to the original case report.
LArst-38	The system has the ability to flag or otherwise indicate that an arrest is a 'juvenile'.
LArst-39	When a juvenile record is accessed, the system triggers an alert to the user.
LArst-40	The system has the ability to flag an arrest as 'domestic related'.
	The system can search for arrest records based on the following criteria:
LArst-41	Arrestee's Name
LArst-42	Arrest Location
LArst-43	Arrest Area (District, Beat, Reporting Area)
LArst-44	Arrest Date/Range

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LArst-45	Complaint Incident Number
LArst-46	Complaint Case Number
LArst-47	Complaint Offense Type
LArst-48	Arresting Officer ID
LArst-49	Arrest Tracking Number
LArst-50	Scars, Marks and Tattoos
LArst-51	Aliases
	The system can print a variety of arrest related reports to facilitate the statistical analysis or arrest data, including the following:
LArst-52	Arrest by Court Disposition Date Report
LArst-53	Arrest by Location Report
LArst-54	Arrest by Officer Report
LArst-55	Arrest Charge Summary Report
LArst-56	Arrest Detail Report
LArst-57	Arrest Register Report
LArst-58	Arrest Status Summary Report
LArst-59	The system provides equivalent reports for both juvenile and adult arrest records.

Law Enforcement Field Interview

LFIdI-1	The Field Interview module can be accessed and updated from a mobile data device.
LFIdI-2	The system is capable of associating an investigation to a specific case.
LFIdI-3	The system is capable of an interface with a third-party Field Interview module (e.g., Delta Plus).
	The system maintains the following basic contact information:
LFIdI-4	Contact date/time
LFIdI-5	Contact type
LFIdI-6	Subject Name
LFIdI-7	Contact reason
LFIdI-8	Location
LFIdI-9	Ability to add multiple contacts
LFIdI-10	Ability to add subject vehicle
LFIdI-11	Ability to add multiple subject vehicles
LFIdI-12	The system accepts and maintains information sources (e.g., rumors, anonymous tips, confidential informants, first-hand accounts from a law enforcement personnel).
	The system will accept and maintain data from an external source, at a minimum:
LFIdI-13	Subject Name

[redacted]

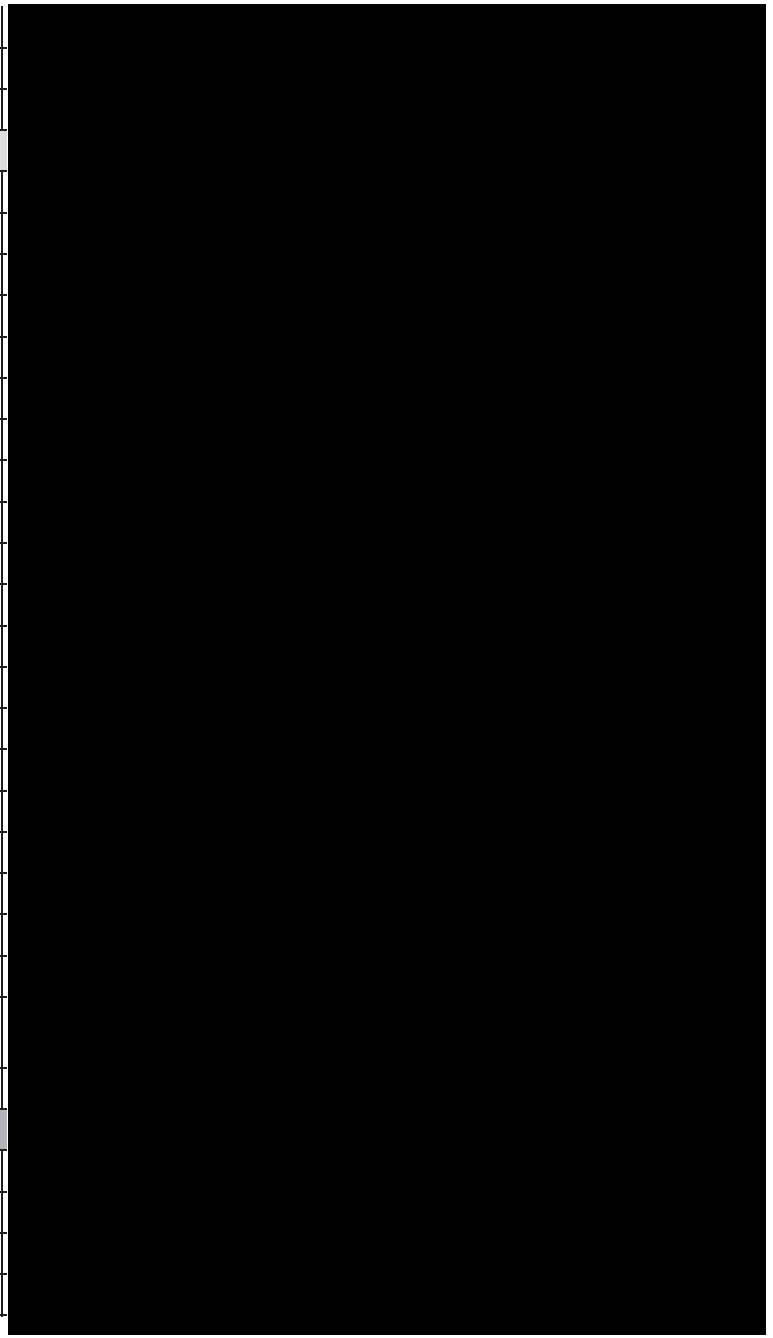
Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LFldI-14	Location of encounter
LFldI-15	Narrative
LFldI-16	Images
LFldI-17	Videos
	Documents that were received as attachments, such as:
LFldI-18	Text (e.g., Rich Text)
LFldI-19	MS Word
LFldI-20	PDF
LFldI-21	The system has the ability to close any investigation record to allow access only to specified authorized users.
LFldI-22	The system will associate an investigation with a specific bureau.
LFldI-23	The system will associate an investigation with a specific reporting district.
LFldI-24	The system can identify a contact by master name.
LFldI-25	The system can identify a contact by associated case subject.
LFldI-26	The system will accept and maintain contact vehicle information.
LFldI-27	The system will accept maintain all officers associated with the investigation.
LFldI-28	The system is able to attach multiple document of various types to an investigation record.
LFldI-29	The system is able to link or group all known associates at a given criminal location.
LFldI-30	The Field Investigations record can be searched and sorted by any field of the record.
LFldI-31	The system can generate any report using a report wizard.
LFldI-32	The system allows report data to be exported in ASCII, delimited format.
LFldI-33	The system allows a report to be converted to PDF format.
	The system is able to track field investigations by:
LFldI-34	Contact type
LFldI-35	Case number
LFldI-36	Vehicle
LFldI-37	Contact reason
LFldI-38	Date/date range
LFldI-39	Field investigation number
LFldI-40	Investigating officer
LFldI-41	Contact name
LFldI-42	Location
Law Enforcement Orders of Protection	

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LOrProt-1	The system has the ability to create, maintain and track Orders of Protection records.
LOrProt-2	The system has the ability to automatically generate system-wide alerts when a defendant is defined and the order record saved.
LOrProt-3	The system provides CAD alert information when location for an event is a location that is part of an Order of Protection.
	The system tracks the following basic order of protection details:
LOrProt-4	Issued date
LOrProt-5	Expiration date
LOrProt-6	Court date
LOrProt-7	NCIC number
LOrProt-8	Status (e.g. active, expired, served)
LOrProt-9	Date served
LOrProt-10	Type (agency defineable table)
LOrProt-11	Narrative
LOrProt-12	The system has the ability to create and maintain information on all subjects associated with an order, including each subject's role and relationship to the complainant or petitioner.
LOrProt-13	The system has the ability to generate a report of activity related to the serving of reports for a time period determined by an authorized user, which include:
LOrProt-14	Names of Subjects served
LOrProt-15	Names of Subjects yet to be served
LOrProt-16	The system has the ability to access the department history of all involved parties from the master name index.
LOrProt-17	The system has the ability to accept and maintain information about all the locations from which defendants are restricted.
LOrProt-18	The system documents associated agency and court case numbers.
LOrProt-19	The software provides the ability to document issuing judge.
LOrProt-20	The system has the ability to accept and maintain the terms of orders of protection.
LOrProt-21	The system has the ability to enter and maintain information about the cancellation of orders of protection.
LOrProt-22	The system has the ability to enter and maintain information about all activities associated with an order.
LOrProt-23	The system has the ability to enter and maintain information about court ordered remedies.
LOrProt-24	An authorized user can generate NCIC queries and display query responses from within the Orders of Protection module.
LOrProt-25	The system has the ability generate department-specific reports on any captured table/data field.
	Law Enforcement License, Permits and Billing
LPerm-1	The License and Permit module can be accessed from CAD.
LPerm-2	The License and Permit module can be accessed from a mobile device.
LPerm-3	Names entered through the License and Permits module will associate the names into the Master Name Index.
LPerm-4	The License and Permit module can be accessed from the RMS module.



Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LPerm-5	The locations maintained in the License and Permit module can be displayed using a GIS mapping capability.	
LPerm-6	The License and Permit module will interface with the permitting system.	
	Permits	
LPerm-7	The system is able to track and issue permits.	
	The system can capture and maintain the following permit information, including:	
LPerm-8	Permit number	
LPerm-9	Permit type	
LPerm-10	Permit status	
LPerm-11	Permit status date/time	
LPerm-12	Application date	
LPerm-13	Permit issue date	
LPerm-14	Permit expiration date	
LPerm-15	Permit holder name	
LPerm-16	Permit holder address	
LPerm-17	Permit holder telephone number	
LPerm-18	Business name	
LPerm-19	Business address or location	
LPerm-20	Event name	
LPerm-21	Event type	
LPerm-22	Permit rejection / revocation date	
LPerm-23	Permit rejection / revocation reason	
LPerm-24	Permit rejection / revocation resolution	
LPerm-25	Date reapplied	
LPerm-26	Fee date	
LPerm-27	Fee (dollar value collected)	
LPerm-28	The system has the ability to view permit status history.	
LPerm-29	The system allows the agency to create and maintain permit types, e.g., burning permit, solicitation permit.	
LPerm-30	The system allows the permit to be associated with a person or a business.	
LPerm-31	The system allows the permit to be associated with a business address or business location.	
LPerm-32	The system is able to attach multiple supporting documents of various types to a permit record.	
LPerm-33	The system has the ability to print the permit in a format determined by the agency.	

LPerm-34	The system has the ability to print a photo on the permit		[redacted]
LPerm-35	The system has the ability to print permits using various, selectable formats.		
	Licenses		
LPerm-36	The system is able to track and issue licenses.		
	The system can capture and maintain the following license information, including:		
LPerm-37	License number		
LPerm-38	License type		
LPerm-39	License status		
LPerm-40	License status date/time		
LPerm-41	License application date		
LPerm-42	License issue date		
LPerm-43	License expiration date		
LPerm-44	Business name		
LPerm-45	Business address or location		
LPerm-46	License holder name		
LPerm-47	License holder address		
LPerm-48	License holder telephone number		
LPerm-49	License holder photograph		
LPerm-50	Permit rejection / revocation date		
LPerm-51	Permit rejection / revocation reason		
LPerm-52	Permit rejection / revocation resolution		
LPerm-53	Date reapplied		
LPerm-54	Fee date		
LPerm-55	Fee (dollar value collected)		
LPerm-56	The system has the ability to view license status history.		
LPerm-57	The system is able to attach a picture of the license holder to the license record.		
LPerm-58	The system is able to attach multiple supporting documents of various types to a license record.		
LPerm-59	The system has the ability to print the license in a format determined by the agency.		
LPerm-60	The system has the ability to print a License ID in the form of an ID badge incorporating the photo and license record information.		

LPerm-61	Ability to capture electronic signatures.
	Law Enforcement Bar-Coding Interface
LBarC-1	System is capable of expansion to accommodate potential for future additional scanners, printers, property intake locations, etc.
LBarC-2	The system will allow a user profile to recognize/assign more than one peripheral device.
LBarC-3	The system utilizes bar code interface with the Fixed Asset, distributed property, and inventory modules of the selected LERMS system.
LBarC-4	The system generates bar code labels when checking in evidence/property.
LBarC-5	The system is able to use portable/wireless bar code scanner to update evidence/property locations and upload results into main database.
LBarC-6	The system is able to upload data from hand-held scanner via cradle mechanism.
LBarC-7	The system is able to upload data from hand-held scanner via wireless system access.
LBarC-8	The system is able to generate bar code labels in the field.
LBarC-9	The system is able to complete/maintain inventory with bar code system.
LBarC-10	Bar code labels recommended are smear-proof.
LBarC-11	Bar code labels recommended are of significant strength as to resist wear, ripping, fading, tearing and is tamper proof.
LBarC-12	The system is able to print page(s) of bar code labels to apply in the field.
LBarC-13	The system is able to use paper (or equivalent) bar code labels.
LBarC-14	The system is able to use 3 dimensional bar code tags.
	The barcode module is able to print barcodes for:
LBarC-15	ORI or Agency Code
LBarC-16	Officer
LBarC-17	Disposition
LBarC-18	Receiving and Release Status
LBarC-19	Locations
LBarC-20	The barcode module prints location labels by specific location or by range.
LBarC-21	The barcode module is able to produce labels in agency-defined label height, width and font size.
LBarC-22	The barcode module is able to differentiate between evidence and assets.
LBarC-23	The system provides a means to print a bicycle registration bar code label.
LBarC-24	The system provides a means to print a bicycle inspection bar code label.
LBarC-25	The barcode module is able to print single/individual labels.
LBarC-26	The barcode module is able to automatically generate tag numbers.
LBarC-27	The barcode module can automatically enter a transaction when a tag is scanned.
	Law Enforcement Fleet Maintenance
LFM-1	The system tracks department vehicles by department-specific vehicle type.

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LFM-2	The system tracks department vehicles by department-issued unit number.
LFM-3	The system associates a vehicle with an inventory number.
	The system accepts and maintains purchase information, including the following:
LFM-4	Purchase date
LFM-5	Individual or business from whom the vehicle was purchased
LFM-6	Original cost
LFM-7	Received date
LFM-8	First in service date
LFM-9	Scheduled replacement date
LFM-10	The system indicates the vehicle's current status and the date the status was set.
LFM-11	The system flags a vehicle as in/out of service.
	The system accepts and maintains the following basic vehicle information:
LFM-12	Make and model (model ties make)
LFM-13	Model year
LFM-14	Color
LFM-15	VIN
LFM-16	License plate
LFM-17	License plate state
LFM-18	Vehicle style
LFM-19	Description (free-form narrative)
LFM-20	Special Equipment (user defineable drop-down list).
	The system can assign a vehicle to a:
LFM-21	Station
LFM-22	Division
LFM-23	Unit number
LFM-24	Location
	The system is able to document the following information about vehicle size:
LFM-25	Height
LFM-26	Width
LFM-27	Length
LFM-28	Gross Vehicle Weight Rating (GVWR)
LFM-29	Wheel base

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	The system tracks the following information about operation specifications:
LFM-30	Turn radius
LFM-31	Maximum altitude
LFM-32	Maximum grade
LFM-33	The system tracks information about air temperature range.
	The system tracks the following engine information:
LFM-34	Manufacturer
LFM-35	Model
LFM-36	Serial number
LFM-37	Oil type
LFM-38	Fuel type
LFM-39	Fuel tank capacity
LFM-40	Misc. Engine Size (e.g. 3.8L)
LFM-41	Number of cylinders
LFM-42	Horsepower
LFM-43	Transmission Type
	The system tracks the following battery information:
LFM-44	Manufacturer
LFM-45	Model
LFM-46	Capacity
LFM-47	Installation date
	The system tracks the following vehicle electrical system requirements:
LFM-48	Number of volts
LFM-49	Output in amperes
LFM-50	The system tracks any tanks the vehicle may contain.
	The system tracks the following vehicle tank information:
LFM-51	Type
LFM-52	Capacity
LFM-53	Installation date
LFM-54	The system tracks tire information.
	The system tracks the following tire information:
LFM-55	Make

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LFM-56	Model
LFM-57	Type
LFM-58	Size
LFM-59	Pressure
LFM-60	Installation date
LFM-61	The system tracks department-specific vehicle activities.
LFM-62	The system will schedule a vehicle for any type of maintenance.
LFM-63	The system tracks a vehicle's maintenance history.
LFM-64	The system tracks vendors that have performed maintenance on a vehicle.
LFM-65	The system tracks vehicle maintenance costs.
LFM-66	The system records a vehicle's fuel and oil usage.
	The system will generate the following vehicle related reports:
LFM-67	Vehicle Detail Report
LFM-68	Vehicle Fuel/Oil Usage
LFM-69	Vehicle Listing
LFM-70	Vehicle Maintenance Schedule Report
LFM-71	The system has the ability to attach supporting documents to a vehicle record.
	Law Enforcement Personnel and Training
LPT-1	The system has the ability to display, store and print a photograph of an employee within the personnel record.
LPT-2	The system has the ability to capture an image with a digital camera for the purpose of storage with an employee record.
LPT-3	The system has the ability upload an image from a camera, computer disk or any standard scanned image file format (e.g., PDF, JPG)
LPT-4	The system supports Personnel and Training module access security at the user level.
LPT-5	The system has the ability to interface to a third-party personnel/training product (e.g., Skills Manager).
	The system has the ability, at a minimum, to enter and maintain the following general personnel information on every employee:
LPT-6	Employee Full Name
LPT-7	Employee Address
LPT-8	Employee Badge and/or ID Number
LPT-9	Jurisdiction
LPT-10	Home Phone Number

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LPT-11	Cell Phone Number	
LPT-12	E-mail addresses	
LPT-13	Department Number and Extension	
LPT-14	Date of Birth	
LPT-15	Place of Birth	
LPT-16	Current Rank	
LPT-17	Rank History	
LPT-18	Hire Date	
LPT-19	Termination Date	
LPT-20	Education, including Degrees, Certifications	
LPT-21	Payroll information	
LPT-22	Special Skills	
LPT-23	Department Injuries	
LPT-24	Blood Type	
LPT-25	Emergency Notification Information	
LPT-26	Employee Status or Promotions	
LPT-27	Reprimands	
LPT-28	Commendations	
LPT-29	Spouse’s Name	
LPT-30	Driver’s License Number	
LPT-31	Employee Demographic Information	
LPT-32	Disciplinary Actions	
LPT-33	Contact Information	
LPT-34	The system has the ability to associate additional security with stored fields of the personnel information, which include, at a minimum	
LPT-35	Reprimands	
LPT-36	Disciplinary Actions	
LPT-37	The data fields assigned additional security will be visible and accessible by authorized personnel only.	
LPT-38	The system has the ability to enter and maintain information about an employee's current assignment.	
LPT-39	The system has the ability to enter and maintain history of an employee's assignments.	
LPT-40	The system has the ability to upload and maintain copies of employee certificates.	
	The system provides the ability to export data contained in the personnel file to one of the following supported formats:	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LPT-41	Excel
LPT-42	XML
LPT-43	CSV
LPT-44	PDF
LPT-45	Text
	The system has the ability to track information about the equipment issued to each employee, including the following:
LPT-46	Item Type
LPT-47	Quantity
LPT-48	Inventory Number
LPT-49	Date Issued
LPT-50	Condition of Item
LPT-51	Returned Date
LPT-52	Condition Returned
LPT-53	Ability to capture electronic signatures.
	The system has the ability to track information about the training/certifications of personnel, including the following:
LPT-54	Courses (e.g., Firearms Training, Hazmat Technician Training)
LPT-55	In-house training courses
LPT-56	Programs
LPT-57	Certifications
LPT-58	Automatically Re-Schedules Re-Certification Classes
LPT-59	Basic Academy Training
LPT-60	Military Training
LPT-61	College Classes
	The system maintains the following training related data elements:
LPT-62	Employee ID Number
LPT-63	Training Course Title
LPT-64	Training Location

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LPT-65	Re-certification Date
LPT-66	Length of the Course
LPT-67	Course Completion Date
LPT-68	Course Comments
LPT-69	Course Expenses
LPT-70	College Credit Hours
	Ability to enter and maintain information about any special skills an employee may have, including, but not limited to:
LPT-71	Foreign Language
LPT-72	Public Relations Training
LPT-73	Bomb Disposal Training
LPT-74	First Aid Training
LPT-75	SWAT Training
LPT-76	Breathalyzer Training
LPT-77	Other Agency-defined skills
LPT-78	The system provides the ability to schedule training by individual or group
LPT-79	The system provides the ability to print a summary report detailing all employees and all training conducted within a specified date range.
LPT-80	The system provides the ability to print a summary report detailing the certification level of each officer (i.e., intermediate, advanced, master)
LPT-81	The system provides the ability to print a summary report of all training received by an employee during his/her course of employment
LPT-82	The system provides the ability to print a detailed employee report with all fields of data in the personnel record.
LPT-83	The system provides the ability to print a summary department personnel listing sorted by Employee Name.
LPT-84	The system provides the ability to print a detailed department personnel listing sorted by Employee Name.
	Training
LPT-85	The system has the ability to create and maintain records on all the training courses for which personnel can register.
LPT-86	The system displays and prints a summary report of individual instructor hours by class, for a user-defined date range.

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LPT-87	The system displays and prints the personnel that are currently scheduled for classes.
LPT-88	The system displays and prints the personnel that have completed the selected training.
LPT-89	The system displays and prints a summary report of individual instructor hours by class type (e.g. Use of Force) for a user-defined date range.
LPT-90	The system will have the ability to display and print class rosters.
	Ability to display and print class roster information including:
LPT-91	Date for each class/program
LPT-92	List of all participants, station/shift
LPT-93	Grade information
LPT-94	Instructor name
	Ability to print and display rosters for:
LPT-95	Certified classes
LPT-96	College unit classes for credit
LPT-97	Firearm certification with weapon type (e.g., handgun, rifle, shotgun)
LPT-98	SWAT certification
LPT-99	State or national academy classes
LPT-100	Seminars
LPT-101	FBI certification
LPT-102	The system will have the ability to print a summary of training.
LPT-103	The system automatically updates individual training record based on recorded course results.
LPT-104	The system alerts supervisors of training deficiencies (e.g., failed or missed class).
LPT-105	An authorized user can manually add previously attended training courses.
LPT-106	An authorized user can manually add previously attained certifications.
LPT-107	An authorized user can manually add previously attained qualifications.
LPT-108	The system links the course / certification / program information and each individual personnel / training record.
	The system has the ability to enter and maintain the following basic information for each course:
LPT-109	Course Title
LPT-110	Category
LPT-111	Keyword

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LPT-112	Description
LPT-113	Active/Inactive
LPT-114	Instructor
LPT-115	Certification achieved
LPT-116	Recertification Period
LPT-117	Recertification Units (e.g.,Mandatory In-service Retraining)
LPT-118	Equivalent Courses
	The system has the ability to enter and maintain course information regarding hours and default provider, including the following:
LPT-119	Duration
LPT-120	Units
LPT-121	Number of Days
LPT-122	Credit Hours
LPT-123	Other
LPT-124	Default Provider Name, Address and Phone
	The system has the ability to enter and maintain course information regarding default costs, including the following detail:
LPT-125	Expense Type
LPT-126	Amount
LPT-127	General Ledger Account
LPT-128	Percentage
	The system has the ability to view course history and the scheduling of a given course, including the following information:
LPT-129	Course Title
LPT-130	Category
LPT-131	Start Date/Time
LPT-132	End Date/Time
LPT-133	Provider
LPT-134	Address
LPT-135	Location
LPT-136	Phone Number
LPT-137	The system has the ability to create and maintain course objectives.
LPT-138	The system has the ability to attach multiple supporting documents of various types to each course record.
LPT-139	The system has the ability to upload supporting documents and attach to each course record.
	The system has the ability to search for existing course records based on the following user-defined search criteria:

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LPT-140	State Agency ID
LPT-141	Course Code
LPT-142	Title
LPT-143	Category
LPT-144	Keyword
LPT-145	Active/Inactive/All
LPT-146	Program
LPT-147	The system has the ability to create, maintain and track scheduled course records, i.e., schedules for individual courses.
	The system has the ability to enter and maintain the following basic information for each scheduled course record:
LPT-148	Start Date/Time
LPT-149	End Date/Time
LPT-150	Provider
LPT-151	Course Required/Not Required
LPT-152	Course
LPT-153	Course Location
LPT-154	Address
LPT-155	Phone Number
LPT-156	Activity Code
LPT-157	Days of the Week
LPT-158	Class Format
LPT-159	Training Type
LPT-160	Level of Training
LPT-161	Remarks (free-form narrative)
	The system has the ability to enter and maintain the following cost related information for each scheduled course record:
LPT-162	Expense Type
LPT-163	Amount
LPT-164	General Ledger Account
LPT-165	Percentage
LPT-166	The system has the ability to indicate all subjects associated with the scheduled course, including instructor and attendees.
	The system provides the ability to select scheduled course attendees by entering any of the following:
LPT-167	Employee ID
LPT-168	Individual personnel subjects

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LPT-169	Linking to master name files
LPT-170	Entering names in free-form narrative
LPT-171	Group, e.g., station, shift, unit, employment classification, certification level.
LPT-172	Individuals from group lists can be selected for inclusion or exclusion.
LPT-173	The system provides the ability to enter and maintain information about the registered attendees' course results (grade/score).
LPT-174	The system provides the ability to see at-a-glance all of the objectives associated with a current scheduled course.
LPT-175	The system provided the ability to track which objectives have been completed by which attendees.
LPT-176	The system has the ability to attach multiple supporting documents of mixed types to each scheduled course record.
	The system searches for existing scheduled course records based on the following user-defined search criteria:
LPT-177	Employee ID
LPT-178	Course Code
LPT-179	Course Number
LPT-180	Provider
LPT-181	Location
LPT-182	Instructor
LPT-183	Program
LPT-184	Course Start Date/Time Range
LPT-185	The system has the ability to create, maintain and track training program records.
LPT-186	The system can associate multiple required courses with a training program or certification program.
LPT-187	The system can perform a mass enrollment where multiple personnel can be assigned to a single class.
LPT-188	The system can perform a mass enrollment where a group can be assigned to a single class.
LPT-189	The system can print class rosters in a format determined by the agency.
LPT-190	The system can print a certification program status report in a format determined by the agency.
LPT-191	The system can print personnel recertification status reports in a format determined by the agency.
LPT-192	The system will send automatic alerts/reports on pending certification expirations via e-mail.
LPT-193	The system can print ad hoc reports as determined by the agency.
LPT-194	The system shall provide an automatic message to an applicant notifying acceptance or rejection into a class.
LPT-195	The system shall provide for an electronic web based class registration process for each employee, including sign off information by their supervisor.

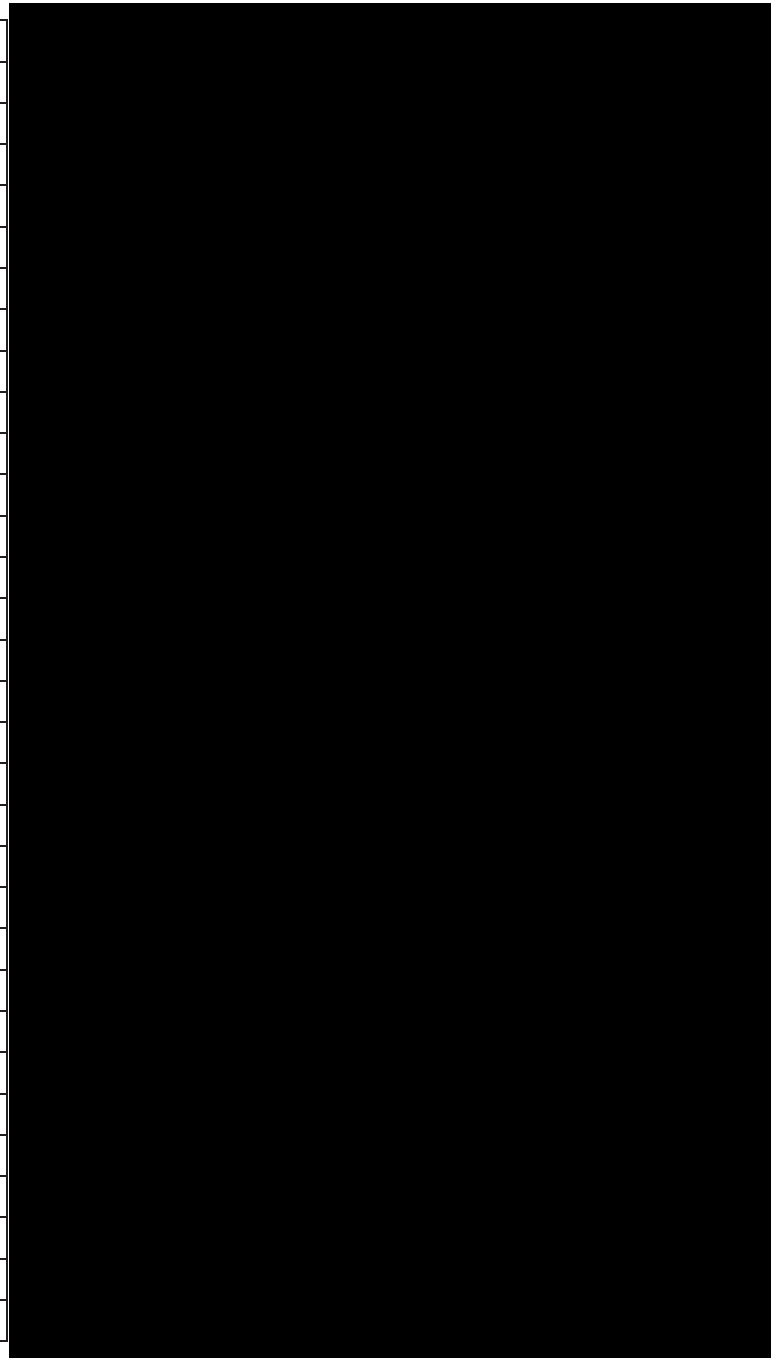
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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LPT-196	The system allows for training requests to be submitted via mobile and uploaded to personnel record upon approval of supervisor.	
LPT-197	The system integrates with commonly available calendar applications (e.g., Microsoft Outlook).	
LPT-198	The system will interface with a Law Enforcement training tracking application.	
	The system provides the ability to export data contained in the training file to one of the following supported formats:	
LPT-199	Excel	
LPT-200	XML	
LPT-201	CSV	
LPT-202	PDF	
LPT-203	Text	
	Law Enforcement Pursuit	
LPur-0	The System will include the capability of generating a Pursuit report.	
LPur-1	If a pursuit is indicated during data entry in other modules, automatic and mandatory completion of a Pursuit report should occur.	
LPur-2	The system will generate a Pursuit report form using data entered.	
	The system allows for the collection of the following information related to the Pursuit report:	
LPur-3	Case number	
LPur-4	Control number	
LPur-5	Pursuit date	
LPur-6	Pursuit day of the week	
LPur-7	Pursuit time occurred	
LPur-8	Primary pursuit unit	
LPur-9	Secondary pursuit unit	
LPur-10	Location pursuit engaged	
LPur-11	Location pursuit terminated	
LPur-12	Total length of pursuit (miles or blocks)	
LPur-13	Duration of pursuit (minutes)	
LPur-14	Weather conditions narrative	
LPur-15	Road/surface conditions narrative	
LPur-16	Vehicle speeds	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LPur-17	Police units involved (unlimited number of units)
LPur-18	Description of suspect vehicle narrative
LPur-19	Total number of occupants in suspect vehicle
LPur-20	Free text narrative
LPur-21	Terminating event
LPur-22	Arrested (Yes/No checkboxes)
LPur-23	Arrest number
LPur-24	Escaped (Yes/No checkboxes)
LPur-25	Details of arrest/escape narrative
LPur-26	Injuries to officers (Yes/No checkboxes)
LPur-27	Injured officers (unlimited)
LPur-28	Names of injured officers
LPur-29	Disposition of injured officers
LPur-30	Injuries to suspects (Yes/No checkboxes)
LPur-31	Injured suspects (unlimited)
LPur-32	Names of injured suspects
LPur-33	Disposition of injured suspects
LPur-34	Vehicle accident involved (Yes/No checkboxes)
LPur-35	Police unit involved (Yes/No checkboxes)
LPur-36	Third party involved (Yes/No checkboxes)
LPur-37	Third party injuries (unlimited)
LPur-38	Names of third parties injured
LPur-39	Treatment of injuries
LPur-40	Property damaged
LPur-41	Subject name
LPur-42	Subject race
LPur-43	Subject sex
LPur-44	Subject date of birth
LPur-45	Subject address
LPur-46	Subject charges (unlimited)
LPur-47	Passenger charges (unlimited)
LPur-48	Supervisor post pursuit critique narrative

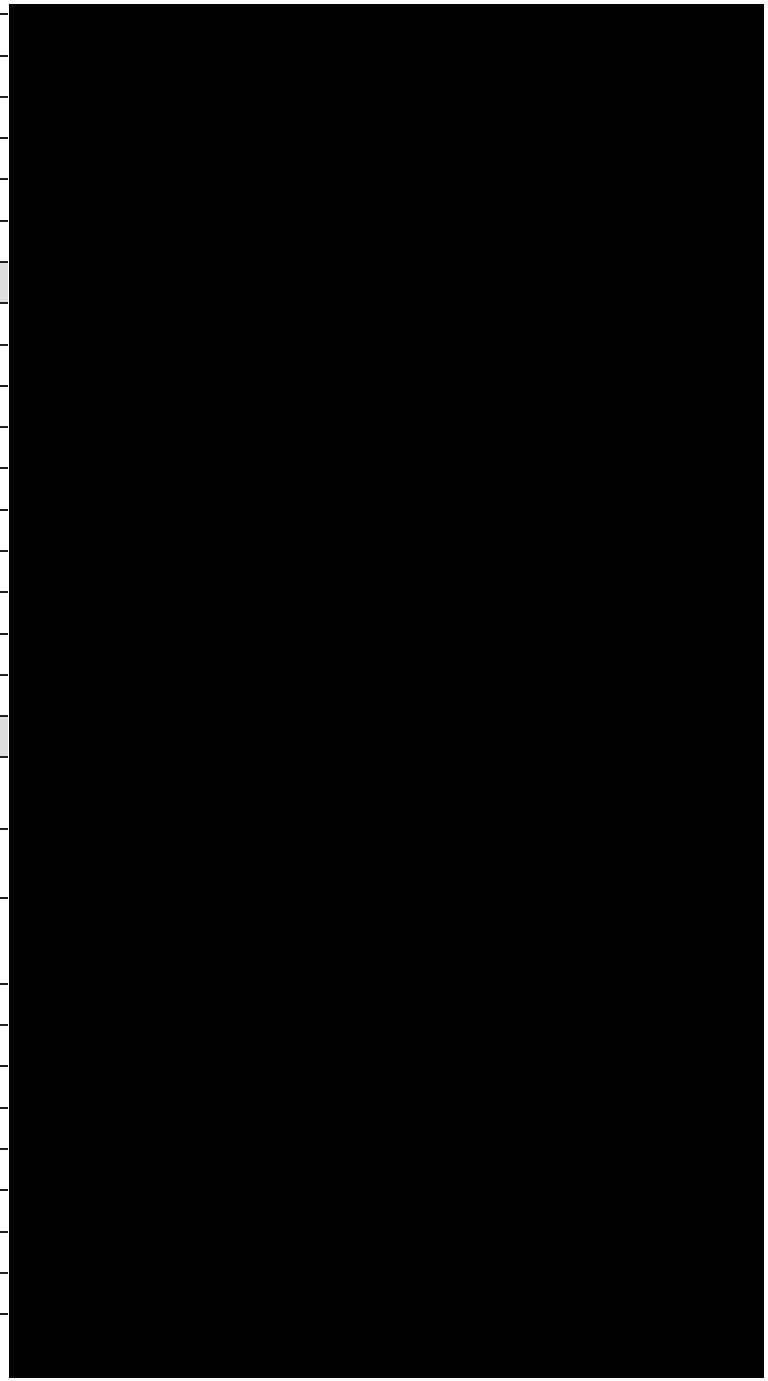


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LPur-49	Copy of Communications tape attached (Yes/No checkboxes)
LPur-50	Supervisor preparing report name
LPur-51	Supervisor preparing report ID number
LPur-52	Supervisor preparing report watch
LPur-53	System shall be capable of multiple agency defineable review levels. For each review, system shall capture at a minimum:
LPur-54	Date of review
LPur-55	Electronic signature
LPur-56	Narrative
LPur-57	Administrative Decision (user defineable table, e.g., sustain, not sustain, unfounded).
LPur-58	The report generated will reflect the most recent format of the Agency Police Department Pursuit form.
LPur-59	The report can be printed on any networked printer.
LPur-60	The printing of the report may only be performed by an authorized user.
LPur-61	Reason for initiating pursuit.
	Law Enforcement Data Analysis
LDAni-1	The system provides a report wizard that guides users through the steps of generating reports.
LDAni-2	The system will allow authorized users to run unrestricted custom queries against the database.
LDAni-3	Authorized users can run a query on every field in the RMS software to generate reports.
LDAni-4	The system will allow authorized users to create ad-hoc queries with multiple criteria levels.
LDAni-5	Ability to sort by any field used in a report query.
	The system tracks the following types of data:
LDAni-6	Statistical
LDAni-7	Operational
LDAni-8	Investigative
LDAni-9	Management
LDAni-10	Administrative
LDAni-11	The data analysis module is fully integrated with RMS and all optional modules.
	Once data is extracted from a query, the user is able to:
LDAni-12	Save and Edit the query at a later date

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LDAni-13	Export to one of the supported formats (e.g., Excel, XML, CSV, ASCII delimited file, text)
LDAni-14	Use the data to construct a pie chart
LDAni-15	Use the data to construct a bar graph
LDAni-16	Plot data on a map
LDAni-17	Generate and Print the final report
LDAni-18	Users can only query data they are authorized to view within the system.
	The system allows users to customize the following report elements:
LDAni-19	Font
LDAni-20	Color
LDAni-21	Alignment
LDAni-22	Titles and Subtitles
LDAni-23	Graphics (e.g., agency logo)
LDAni-24	Addresses
LDAni-25	Phone numbers
LDAni-26	The system supports electronic transfer of reports.
LDAni-27	The system provides customizable pull-down menus that allow users to select data to query.
LDAni-28	The software supports pin-mapping.
	The software supports plotting incidents on a map to show:
LDAni-29	Incidents near specific businesses, such as liquor stores
LDAni-30	Incidents near specific streets, cross streets, stop lights, etc.
LDAni-31	Incidents near specific schools
LDAni-32	Incidents in specific regions
LDAni-33	Incidents by type
LDAni-34	Incidents by date/time
LDAni-35	The system is able to display detailed information about an incident by using mouse-over of the map icon.
LDAni-36	The system provides the ability to zoom and pan.
LDAni-37	The system is able to apply multiple map layers for more details.
LDAni-38	The system can generate a density map to display the results of inquiries.
LDAni-39	The system can generate a hot spot map to show high crime areas.
LDAni-40	The system is capable of exporting data to third party applications.



Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

	The system is able to map crime trends by:
LDAni-41	Location
LDAni-42	Subject
LDAni-43	Weapon
	The software provides an agency-defined list of topics located in the drop down menus, including:
LDAni-44	Motor Vehicle Crash
LDAni-45	Incidents
LDAni-46	Cases
LDAni-47	Offenses
LDAni-48	Arrests
LDAni-49	Warrants
LDAni-50	Tickets/Citations
LDAni-51	Master Name Index
LDAni-52	Officer Initiated Calls
LDAni-53	Property
LDAni-54	Case Subjects
LDAni-55	Fire Incidents
LDAni-56	Bookings
LDAni-57	Field Investigations
	The system allows users to specify information such as, but not limited to, the following:
LDAni-58	Date and Date Ranges
LDAni-59	Date Types, e.g., Report Date, Date Occurred, Arrest Date, etc.
LDAni-60	Time and Time Ranges
LDAni-61	Time Types, e.g., Report Time, Time Occurred, Arrest Time, etc.
LDAni-62	Agency Name
LDAni-63	ORIs
LDAni-64	Address and Address Ranges
LDAni-65	Types
LDAni-66	Maps
LDAni-67	Specific Districts

[redacted]

LDAni-68	The system has the ability to name and save a query.
LDAni-69	The system has the ability to access a saved query.
LDAni-70	The system allows authorized users to access any query created by another user.
LDAni-71	The system allows authorized users to create an ad hoc report useable by other authorized users.
LDAni-72	The system supports agency-defined icons in crime mapping to represent records from the query.
	Law Enforcement Field Reporting
LFldR-1	The software supports entry of field activity from a mobile device.
	Field activity includes the entry and update to:
LFldR-2	Arrests
LFldR-3	Cases
LFldR-4	Offenses
LFldR-5	Field Interview
LFldR-6	Civil process
LFldR-7	Field investigations
LFldR-8	Incidents
LFldR-9	Supplemental reports
LFldR-10	Citations
LFldR-11	User-defined forms
LFldR-12	Field investigations/contact cards are included in the supervisory review and upload/merge process.
LFldR-13	The forms and reports merge (into RMS) process is agency-defined.
LFldR-14	The system has the ability to include domestic-related fields outlined in case entry to be available for entry within the Field Reporting module.
LFldR-15	When an incident is flagged as "family violence" the system will require that specific mandatory fields be completed by the user.
LFldR-16	When an incident is flagged as "sexual assault" the system will require that specific mandatory fields be completed by the user.
LFldR-17	The software supports National Incident Based Reporting System (NIBRS) compliant data schema.
LFldR-18	The software supports the Uniform Crime Reporting (UCR) compliant data schema.
LFldR-19	The software has configurable form/field rules that will detect NIBRS errors at data entry time.
LFldR-20	The software has configurable form/field rules that will detect UCR errors at data entry time.
LFldR-21	The printed output from field report type is agency configurable.
LFldR-22	The software allows an officer to review the report for errors and warnings before submitting to a supervisor.
LFldR-23	The software supports supervisor review.

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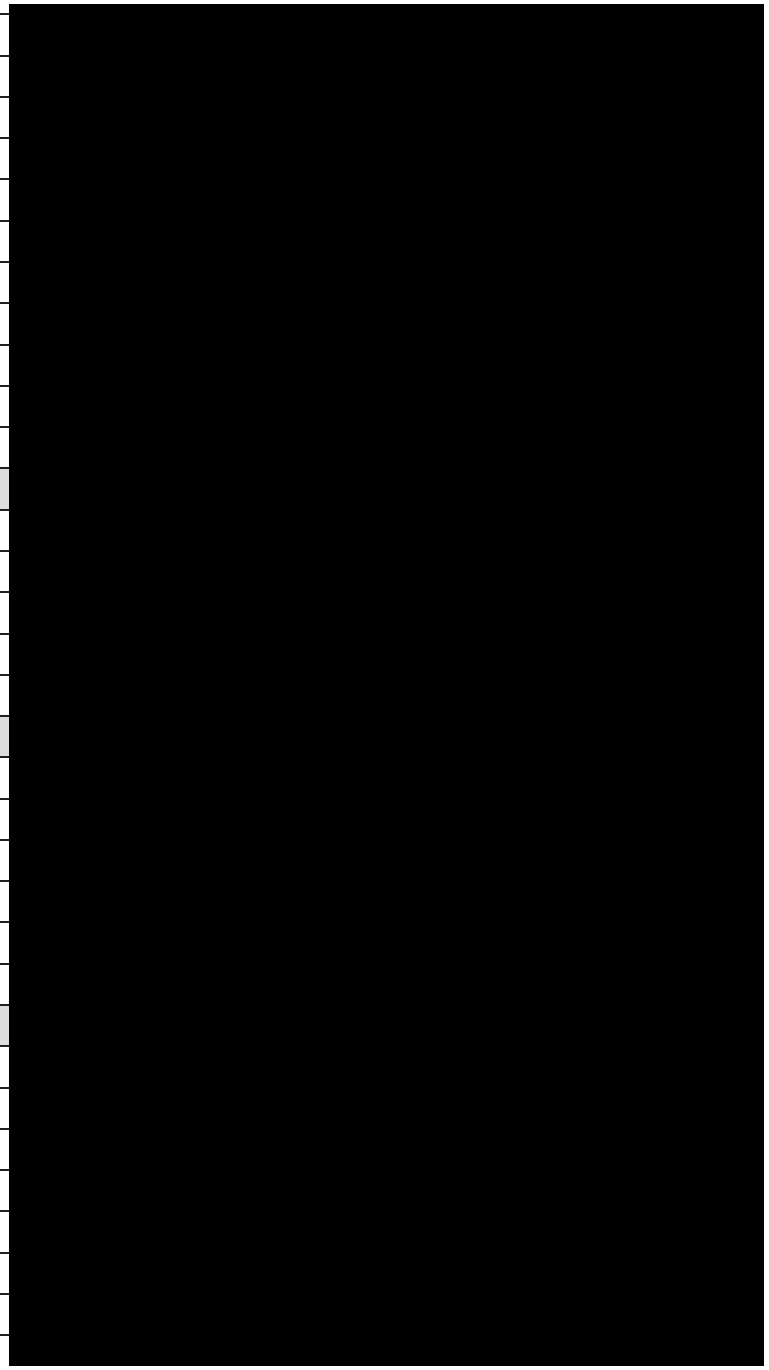
Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LFIdR-24	The software has the ability to add business logic to form entry. Business logic incorporates established rules and workflows to determine how the data is presented and stored.	
LFIdR-25	The system supports forms incorporating dynamic data entry user interface. For example, data entered in field of a form with a certain value will make other fields of that form mandatory entry fields.	
LFIdR-26	The system provides user maintainable workflow defined by report, by user and by department (agency), e.g., Report submitted -> Supervisor review -> Report returned to officer for correction if necessary -> Report resubmitted -> Supervisor approval.	
	The software allows for upload of officer reports using the following:	
LFIdR-27	Wireless (RF) over any protocol and network including, but not limited to:(i.e., private radio, commercial wireless network, mesh, etc.)	
LFIdR-28	Wireless (RF) over encrypted protocol and network including, but not limited to:(i.e., private radio, commercial wireless network, mesh, etc.)	
LFIdR-29	Secure on-line VPN connection to wireless router.	
LFIdR-30	The system can utilize third-party wireless connectivity/VPN software application to help manage connectivity to the wireless network.	
LFIdR-31	If connectivity is lost, data entered on forms is stored for later recall and upload once connectivity is restored.	
LFIdR-32	The software supports printing of a Field Report prior to being merged into the RMS database.	
LFIdR-33	The software provides a clipboard function that allows a user to enter and maintain notes as needed.	
LFIdR-34	The clipboard function stores data in folders as configured by the user.	
LFIdR-35	To comply with CJIS security requirements, temporary data in the clipboard is automatically deleted upon exit from the module.	
LFIdR-36	Data in the clipboard function can be deleted as desired by the user.	
LFIdR-37	Data in the clipboard function can be added to forms of system modules using cut-and-paste.	
LFIdR-38	The software has the capability of creating and archiving a .pdf version of the report.	
LFIdR-39	The software attaches a copy of all supplements into the RMS as a PDF.	
LFIdR-40	The software supports the retention of an exact copy of an officers report, as it existed when approved.	
LFIdR-41	The software supports the downloading of tables to all mobile devices, eliminating the need to update tables on individual devices.	
LFIdR-42	The software supports field reporting access security at the user level.	
LFIdR-43	The software supports field reporting access security at the device level (e.g. user supplied devices).	
LFIdR-44	Incomplete reports can be completed on any other device that has the field based reporting software installed.	
LFIdR-45	The software supports narrative text entry with spell checker.	
LFIdR-46	The software has automatic spell check.	
LFIdR-47	The software has the capability to permenantly enable automatic spell check.	
LFIdR-48	The software is table-driven.	
LFIdR-49	All field reporting drop down lists utilize common data from common fields in all applicable RMS modules and do not require separate entry.	
LFIdR-50	All field reporting drop down lists remain in sync with common data lists throughout the RMS application.	
LFIdR-51	The merge process supports merging one record at a time.	
LFIdR-52	The system automatically populates the fields in the RMS database during the merge process.	
LFIdR-53	An authorized user can configure default values and text that is available for use with any report field.	
LFIdR-54	The system supports agency-defined data entry screens for all field reports.	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LFldR-55	The system supports multiple report types for each incident allowing separate screens for specific report types.		
LFldR-56	The system supports text cut-and-paste between sections of a report.		
LFldR-57	The system supports text cut-and-paste between sections of different reports.		
LFldR-58	The system supports text cut-and-paste between modules of the application.		
LFldR-59	The system allows a user to create a new report based on the data of an existing report. This would copy the applicable data out of one report and into another.		
LFldR-60	The system supports batch upload of file attachments.		
LFldR-61	The system is capable of in-vehicle printing.		
LFldR-62	The system allows the entry of notations on every form and field as needed.		
LFldR-63	The system supports touch screen functionality.		
LFldR-64	The system allows the definition of business rules on any form.		
LFldR-65	The system allows for the use of client installed forms.		
LFldR-66	The system allows for the use of Web-based forms.		
LFldR-67	The software allows for a report to be transmitted to a supervisor and back to individual for review and editing over the wireless network.		
LFldR-68	The software supports encryption during all processes both on the local client and over the wireless network.		
LFldR-69	Any form that is built or scanned into the field reporting software is able to print with the appropriate data.		
	Law Enforcement Career Criminal		
LCCrm-1	The system has the ability to create and maintain agency defined categories, e.g., Sex offender, Violent Offender, DUI.		
LCCrm-2	The system allows an authorized user to determine if an offense is violent or non violent.		
LCCrm-3	The system is able to create agency-defined statuses.		
LCCrm-4	The system will identify parole/probation agents.		
LCCrm-5	The system will capture terms and conditions.		
LCCrm-6	The system will capture complete registrant history by police department.		
LCCrm-7	The system will indicate all (unlimited) offenses.		
LCCrm-8	The system will capture registration dates.		
LCCrm-9	The system will import and attach a variety of document/file types to career criminal records.		
LCCrm-10	The system is able to accept additional comments in free-form narrative format.		
LCCrm-11	The system is able to automatically create officer warnings throughout system (e.g. user adding subject to case or citation, would have indication the subject being added was a Career Criminal).		
LCCrm-12	The system displays the photo of the subject within the career criminal record.		
LCCrm-13	A photo image can be loaded and stored via direct connect with a digital camera and USB/SD Card transfer.		
LCCrm-14	The system can assign "career criminal" designations to subjects based on agency-defined criteria, such as 3 charges for violent crime, based on entered case data.		
LCCrm-15	The system can assign "career criminal" designations to subjects based on agency-defined criteria, such as being incarcerated four (4) times, based on entered Corrections Management information.		
LCCrm-16	The photo image can be uploaded from:		

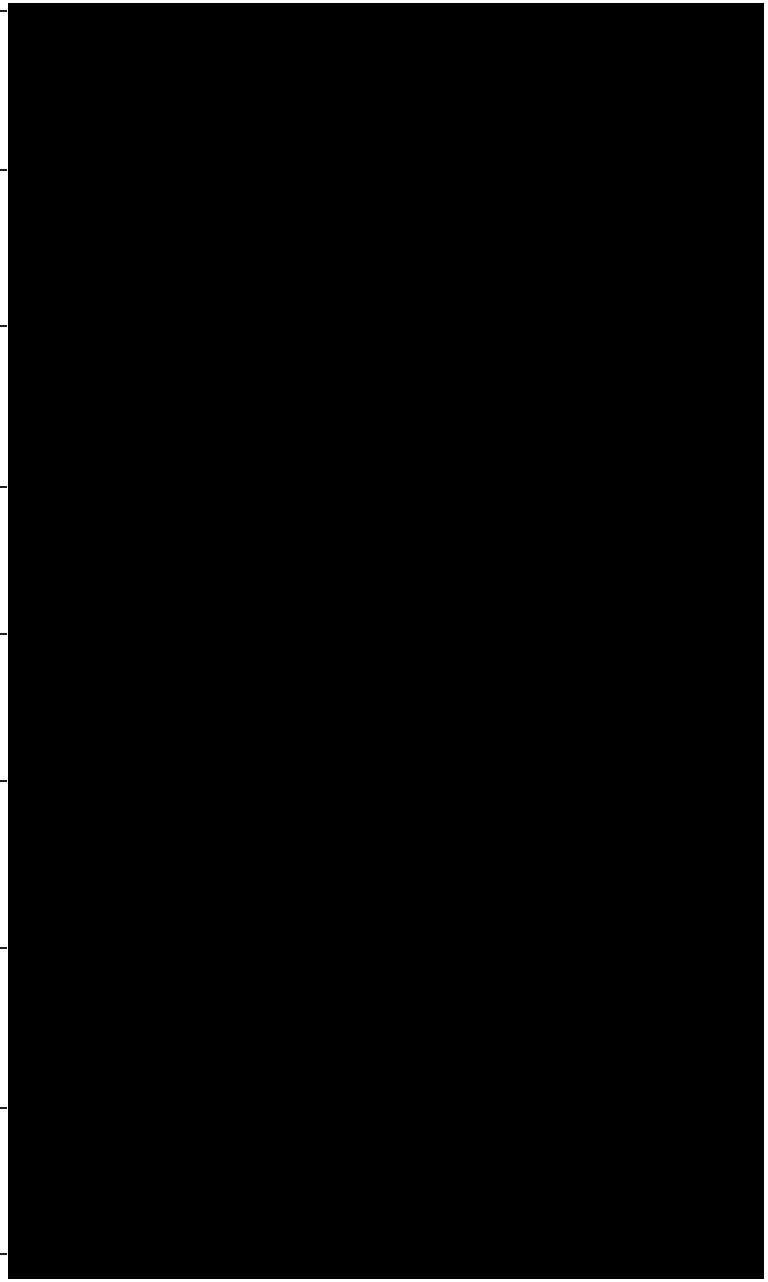
LCCrm-17	Digital camera (TWAIN compliant)
LCCrm-18	computer disk
LCCrm-19	TWAIN complaint standard scanned image file format (e.g., JPG)
LCCrm-20	USB drive
LCCrm-21	embedded email
LCCrm-22	embedded text message
LCCrm-23	The system is able to automatically create system wide alerts on all registrants.
LCCrm-24	The is able to generate department-specific reports from any captured fields.
LCCrm-25	The system is able to reference all activity of listed registrants.
LCCrm-26	The system is able to reference all registrants' department activity.
LCCrm-27	Career criminal module integrates with the Master Name Index (MNI).
	Law Enforcement Bicycle Registration
LBike-1	The system creates agency-defined registration types.
LBike-2	The system tracks registration by agency-defined status.
LBike-3	The system allows agency defined registration numbers, including auto-incrementing of registration numbers.
LBike-4	The system associates bicycle with registered owner.
LBike-5	The register owner is entered into Master Name Index.
	At a minimum, the following owner information is tracked:
LBike-6	Address
LBike-7	Race
LBike-8	Sex
LBike-9	The system tracks complete agency contact history of registered owner.
LBike-10	The system tracks complete agency contact history of bicycle.
LBike-11	The system is capable of searching all registered bicycles.
	The system tracks bicycle registration by:
LBike-12	Make
LBike-13	Model
LBike-14	Registered Owner
LBike-15	Wheel size
LBike-16	Frame size
LBike-17	Color
LBike-18	Serial number



LBike-19	The system can attach a variety of supporting documents (of various types) to the bicycle registration record.
LBike-20	The system generates agency specific reports on any or all captured fields.
LBike-21	The system references all bicycle owners' agency history.
LBike-22	The system provides a means to print a bicycle inspection or registration bar code label.
	Law Enforcement Racial Profiling
	The system is capable of capturing all the necessary data to complete a Racial Profiling report, as follows:
RacPrf-1	Sex/Gender (Selectable from drop down list)
RacPrf-2	Race/Ethnicity (Selectable from drop down list)
RacPrf-3	Officer knew the race/ethnicity of the individual before initiating the traffic stop
RacPrf-4	Garnishments
RacPrf-5	Individual stopped was resident of the Agency (Yes/No checkboxes)

[redacted]

RacPrf-6	Location of the traffic stop
RacPrf-7	Contact was related to a call for service, (provides ability to enter CFS number)
RacPrf-8	Citation or warning citation was issued, (selectable)
RacPrf-9	An individual was arrested as a result of the stop
RacPrf-10	Offense(s) charged, allows for multiple charges
RacPrf-11	The officer conducted a search
RacPrf-12	A consent to search was obtained
RacPrf-13	Search was conducted based upon probable cause



Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

RacPrf-14	Contraband was discovered and seized as a result of the search	[redacted]
RacPrf-15	The officer used physical force that resulted in bodily injury (a positive response should result in officer being directed to complete the Use of Force Report)	
RacPrf-16	The contact was recorded (body worn and/or in car camera)	
RacPrf-17	The user can add customizable fields	
RacPrf-18	The system will produce the racial profiling report	
RacPrf-19	The system will be capable of submitting a report electronically to a federal, state, or third-party system.	
	The system should include the following modules:	
Mod-1	Sex Offender Registrations	
Mod-2	Police to civilain (P2C OSSI product) type public facing portal	
Mod-3	Field Training Officer (FTO)	
Mod-4	Criminal Trespass Log	
Mod-5	Auditing (audit CJIS, Car-to-Car, Car-to-dispatch messaging)	
	Law Enforcement Citations	
LCit-1	The system shall be capable of creating an upload file of citations.	

LCit-2	The system will interface to third-party citation software	[redacted]
LCit-3	The system will interface to Agency court system.	
LCit-4	A notification is provided to a user designated by the Agency if the upload fails.	
	All information pertaining to traffic tickets and citations can be entered and maintained, including:	
LCit-5	Ticket Book Distribution, by ticket number range	
LCit-6	Statistical Information by Department	
LCit-7	Statistical Information by Officer	
LCit-8	Ticket Deletions	
LCit-9	Status Changes	
	A history on each traffic ticket and citation can be produced, including (but not limited to) the following information:	
LCit-10	Violator name	
LCit-11	Violator address	
LCit-12	Violator DOB	
LCit-13	Violator DL number	
LCit-14	Violator telephone number	
LCit-15	Violator Employer	
LCit-16	Violation code, can be multiple violations	
LCit-17	Statute/Ticket type for each violation	
LCit-18	Violation location	
LCit-19	Vehicle license plate number	
LCit-20	Vehicle license plate state	
LCit-21	Vehicle owner name	
LCit-22	Owner personal information	
LCit-23	Vehicle make and model	
LCit-24	VIN	
LCit-25	Vehicle color	
LCit-26	Date/Time stamped	
LCit-27	Ticket number	
LCit-28	Weather and Traffic Conditions	
LCit-29	Court and Disposition Data	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

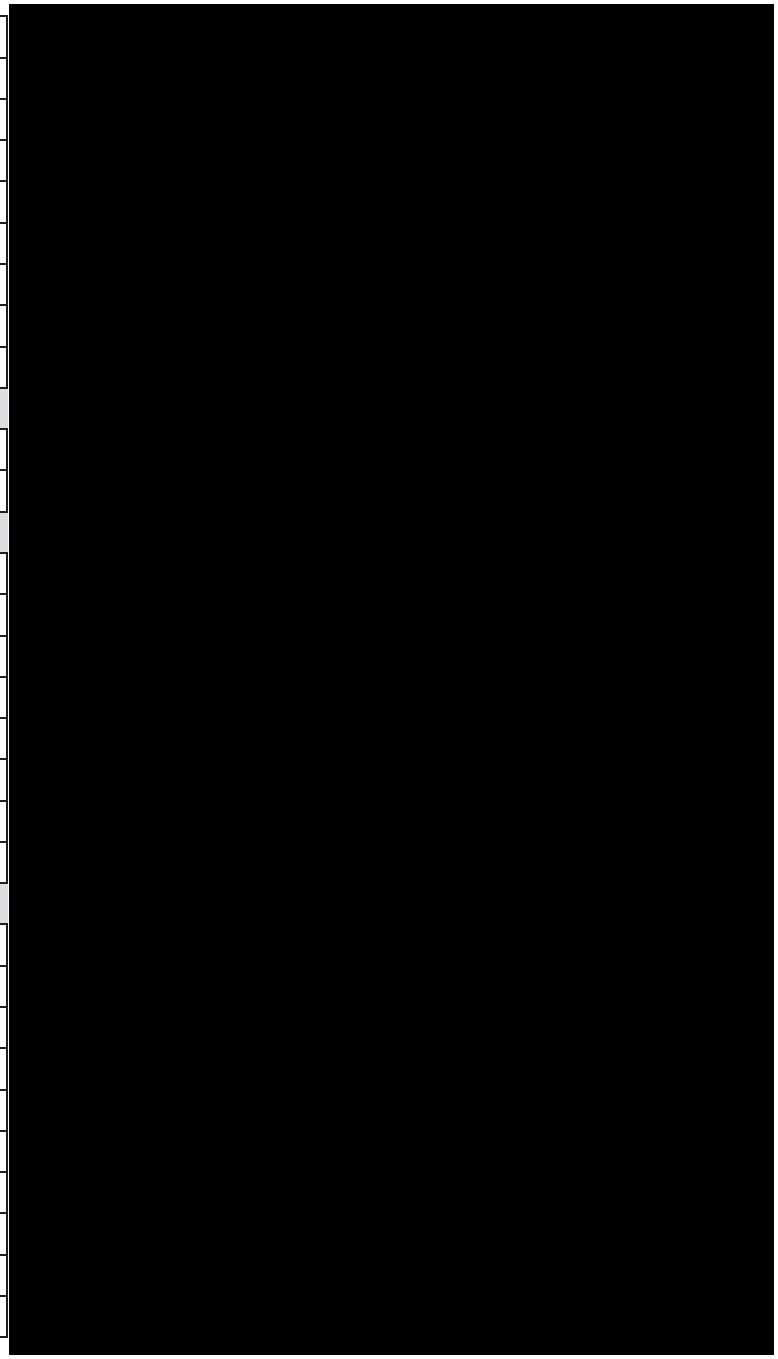
LCit-30	Fines and fees
LCit-31	Fines and fees payment tracking
LCit-32	Violator information will be included in MNI database.
LCit-33	Authorized personnel have the ability to void / delete tickets.
LCit-34	The system supports storing multiple violations under a single ticket number.
LCit-35	The system has the ability to search and report ticket / citation information.
	The system has the ability to search and report ticket / citation information using the following:
LCit-36	Violator name
LCit-37	Location
LCit-38	Geographic area
LCit-39	Jurisdiction / department
LCit-40	Officer ID
LCit-41	Officer name
LCit-42	Ticket type
LCit-43	Ticket book distribution
LCit-44	The system is able to generate failure to pay notices in a time frame determined by the agency.
LCit-45	The system is able to generate failure to pay notices in a format determined by the agency.
LCit-46	The system is able to interface with an e-ticketing mobile ticketing product with the mobile device.
LCit-47	The system is able to interface with a license barcode reader with the mobile device.
LCit-48	The system is able to interface with a license mag-stripe reader with the mobile device.
LCit-49	The system is able to interface with a electronic signature capture module with the mobile device.
LCit-50	The system is able to interface with mobile printing with the mobile device.
LCit-51	The system is able to associate with the CJIS and NCIC modules.
LCit-52	The system will provide the ability to import data from the citation software and when citations are entered manually.
	Law Enforcement Asset Management
LAMan-1	System is capable of expansion to accommodate potential for future additional scanners, printers, property intake locations, etc.
LAMan-2	The system manages equipment maintenance and repair functions.
LAMan-3	The system provides the ability to create maintenance schedules for equipment that requires regular maintenance.
LAMan-4	The system is able to attach multiple supporting documents/files of various types (e.g., Word, Excel, JPG, MPG, WAV) to a Asset record.
LAMan-5	Ability to capture electronic signatures.

[redacted]

	The system collects data to manage equipment maintenance and repair functions which includes, but is not limited to:
LAMan-6	Type
LAMan-7	Department
LAMan-8	Division
LAMan-9	Station
LAMan-10	General description
LAMan-11	Work order number
LAMan-12	Inspected/tested by (e.g., Officer ID, Name)
LAMan-13	Type of inspection/test (multiple occurrences)
LAMan-14	Date of inspection/test
LAMan-15	Status (e.g., pass/fail)
LAMan-16	Next action/inspection to be made
LAMan-17	Date of next action/inspection
LAMan-18	Unlimited Remarks (Free text)
LAMan-19	Date of repair
LAMan-20	Type of repair
LAMan-21	Cost of the repair
LAMan-22	Who made the repair
LAMan-23	Expected date to return to service
	Facility Repair / Work Order Tracking
LAMan-24	Any authorized user can submit work requests.
LAMan-25	The system is able to report and track requests for repair at facilities.
	The repair at facilities data tracked includes, but not limited to:
LAMan-26	Repair Type
LAMan-27	Repair Location
LAMan-28	Free-form text field for notes
LAMan-29	Requesting Facility
LAMan-30	General description
LAMan-31	Work order number
LAMan-32	Requesting Person
LAMan-33	Requesting Shift
LAMan-34	Reported Date

[redacted]

LAMan-35	Date Work Order Assigned
LAMan-36	Date of Action
LAMan-37	Action Type
LAMan-38	Date of Completion
LAMan-39	Assigned to (table based)
LAMan-40	Inspected / verified by (i.e. Personnel ID, Name)
LAMan-41	Date of inspection / verification
LAMan-42	Ability to associate / link work orders
LAMan-43	Unlimited Remarks (Free text)
	Issued Supplies and Equipment
LAMan-44	The system captures and tracks issued supplies and equipment data.
LAMan-45	The system has the ability to capture the proper authorization for the equipment, if necessary.
	Equipment may be assigned to, but is not limited to:
LAMan-46	Agency
LAMan-47	Division
LAMan-48	District
LAMan-49	Platoon
LAMan-50	Unit
LAMan-51	Group
LAMan-52	Physical location
LAMan-53	Individual
	The other issued equipment data includes, but is not limited to:
LAMan-54	System ID number
LAMan-55	Item description
LAMan-56	Equipment ID Number
LAMan-57	Agency ID number
LAMan-58	User-defined category
LAMan-59	User-defined sub-category
LAMan-60	Date of purchase
LAMan-61	Expiration Date
LAMan-62	Supplying vendor
LAMan-63	Purchase cost



Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LAMan-64	Manufacturer
LAMan-65	Model number
LAMan-66	Serial number
LAMan-67	Last maintenance/inspection due
LAMan-68	Personnel ID (Issued to)
LAMan-69	Unit Number / Apparatus number (Issued to)
LAMan-70	Free-form text field for notes
LAMan-71	Repair records (including shipped/returned dates, shipped to, cost)
LAMan-72	Maintenance records
LAMan-73	Maintenance schedule
LAMan-74	OSHA testing requirement ID
LAMan-75	OSHA testing requirement due date
LAMan-76	OSHA testing requirement completion date
	Fixed Asset Tracking
LAMan-77	The system is able to capture and track fixed-asset data.
LAMan-78	The system has the ability to track equipment that is checked-in and checked-out basis (e.g. daily basis, for patrol)
LAMan-79	The system has the ability to track equipment checked-out.
LAMan-80	The system has the ability to track equipment checked-in.
LAMan-81	The system provides a check-in and check-out log.
LAMan-82	The system has the ability to print receipts.
	The check-in and check-out log will include:
LAMan-83	Date and time checked-out.
LAMan-84	Date and time checked-in.
LAMan-85	Unit
LAMan-86	Individual
LAMan-87	Equipment condition
LAMan-88	The system must provide a log of all activity.
	Ability to access the system via a mobile device:
LAMan-89	Laptop Computer
LAMan-90	Tablet
LAMan-91	PDA
LAMan-92	Other Type of Mobile Device

[redacted]

	The fixed-asset related data includes, but not limited to:	
LAMan-93	Item description	
LAMan-94	System ID number	
LAMan-95	Agency ID number	
LAMan-96	User-defined category	
LAMan-97	User-defined sub-category	
LAMan-98	Date of purchase	
LAMan-99	Supplying vendor	
LAMan-100	Purchase cost	
LAMan-101	Manufacturer	
LAMan-102	Model number	
LAMan-103	Serial number	
LAMan-104	Last maintenance/inspection due	
LAMan-105	Current location of item	
LAMan-106	Free-form text field for notes	
LAMan-107	Repair records (including shipped/returned dates, shipped to, cost)	
LAMan-108	Maintenance records	
LAMan-109	Maintenance schedule	
LAMan-110	OSHA testing requirement ID	
LAMan-111	OSHA testing requirement due date	
LAMan-112	OSHA testing requirement completion date	
	The system tracks, at a minimum, the following fixed-asset distribution data:	
LAMan-113	System ID number	
LAMan-114	Recipient	
LAMan-115	Issuer	
LAMan-116	Date distributed	
LAMan-117	Date returned	
LAMan-118	Date of loss or theft	
LAMan-119	Police report number for theft or loss	
LAMan-120	Police report date for theft or loss	
	Inventory Tracking	
LAMan-121	Inventory tracking system tracks all equipment sub-groups (e.g., vehicles, issued equipment, fixed assets)	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LAMan-122	Inventory tracking is compatible with, can interface to, a bar-coding system.	[redacted]
LAMan-123	Ability to make inventory adjustments when doing annual inventory.	
	Ability to manage and track inventory using a bar code system including, but not limited to, the following functions:	
LAMan-124	Perform a mass update	
LAMan-125	Locate item by bar code	
LAMan-126	Generate bar code	
LAMan-127	Read bar code using remote, hand-held device	
LAMan-128	Track specific item information (e.g., description, quantity, status, etc.)	
LAMan-129	Ability to automatically update (e.g., download) inventory information into system.	
LAMan-130	Ability to print bar code labels.	
LAMan-131	Ability to provide inventory management using a bar code system.	
	Ability to record inventory of an item, including but not limited to:	
LAMan-132	Quantity in stock	
LAMan-133	Cost History	
LAMan-134	Minimum reorder points	
	Vendor information:	
LAMan-135	Name	
LAMan-136	Address	
LAMan-137	Phone	
LAMan-138	Contact	
LAMan-139	Ability to utilize a hand-held mobile inventory tracking scanner.	
	The system tracks, at a minimum, the following inventory-related data:	
LAMan-140	Quantity in stock	
LAMan-141	Re-order point	
LAMan-142	Vendor contact/ordering information	
LAMan-143	Order history	
LAMan-144	Pricing history	
LAMan-145	Last order information	
LAMan-146	Outstanding/pending order information	
LAMan-147	The system can generate and track internal purchase requests.	
LAMan-148	The system can generate and track purchase orders.	
	The system tracks, at a minimum, the following inventory distribution data:	

LAMan-149	Quantity distributed	[redacted]
LAMan-150	Recipient	
LAMan-151	Issuer	
LAMan-152	Condition at Issue	
LAMan-153	Condition at Return	
LAMan-154	Date of Issue	
LAMan-155	Date of Return	
	Supplies and Equipment Acquisition	
LAMan-156	Ability to generate automatic alerts to designated staff when inventory levels fall below a user defined level.	
	The system provides sufficient fields to record the receipt of an inventoried item, including, but not limited to, the following:	
LAMan-157	Item Type (bar code)	
LAMan-158	System ID Number	
LAMan-159	Agency ID	
LAMan-160	Station ID	
LAMan-161	Item Category	
LAMan-162	Item Sub-Category	
LAMan-163	Item Name	
LAMan-164	Item Description	
LAMan-165	Inventory or Asset Number (e.g. bar code)	
LAMan-166	Manufacturer	
LAMan-167	Model Number	
LAMan-168	Serial Number	
LAMan-169	Purchase Cost	
LAMan-170	Date of purchase	
LAMan-171	Vendor information	
LAMan-172	Current Location of Equipment	
LAMan-173	The system allows for user defined categories.	
LAMan-174	The system allows for user defined sub-categories.	
LAMan-175	The system allows for the tracking of equipment acquired via grant monies and attach any special notes/narrative specific to the grant	
	Ability to track vendor information:	
LAMan-176	Company Name	
LAMan-177	Point of Contact Name	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LAMan-178	Address	[redacted]
LAMan-179	Telephone Number	
LAMan-180	Email	
LAMan-181	Web Site	
LAMan-182	Order History	
LAMan-183	Notes/Narrative	
	Personal Equipment	
LAMan-184	The system provides the ability to develop a list of types of equipment that are issued to personnel.	
LAMan-185	The system provides the ability to define types of equipment (e.g., badges, IT equipment, cell phones, uniforms, etc.) included in personal equipment table.	
	The system provides the ability to track piece of equipment that has been assigned to personnel, including, but not limited to, the following:	
LAMan-186	Equipment Category	
LAMan-187	Equipment type	
LAMan-188	Quantity	
LAMan-189	Personnel ID	
LAMan-190	Personnel Name	
LAMan-191	Manufacturer	
LAMan-192	Serial number	
LAMan-193	Model	
LAMan-194	Description	
LAMan-195	Condition	
LAMan-196	Cost	
LAMan-197	Date of issuance	
LAMan-198	Date of purchase	
LAMan-199	Date of return	
LAMan-200	Disposal date	
LAMan-201	Inventory ID number (e.g., barcode)	
LAMan-202	Replacement date(s)	
LAMan-203	Service date	
LAMan-204	Calibration date	
LAMan-205	Size	
LAMan-206	Status (lost, decommissioned, etc.)	
LAMan-207	Comments	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LAMan-208	Ability to assign multiple pieces of the same type of equipment to an individual.	
LAMan-209	Ability to capture and track history of all equipment assigned to an individual.	
LAMan-210	Ability to track the daily assignment of items (e.g. weapons, vehicles, etc.).	
	Firearms and Ammunition	
LAMan-211	The system has the ability to capture, maintain and track firearms and ammunition assigned to personnel, including, but not limited to:	
LAMan-212	Agency	
LAMan-213	Division	
LAMan-214	Agency assigned ID number	
LAMan-215	Date issued	
LAMan-216	Employee ID	
LAMan-217	Employee Name	
LAMan-218	Inspected by	
LAMan-219	Inspected date	
LAMan-220	Issue by (name)	
LAMan-221	Maintenance requirements	
LAMan-222	Maintenance performed	
LAMan-223	Quantity issued	
LAMan-224	Received by	
	Ability to assign NCIC code identifiers:	
LAMan-225	Make	
LAMan-226	Model	
LAMan-227	Serial number	
LAMan-228	Caliber	
LAMan-229	Color/Finish	
	Station/Location Equipment	
LAMan-230	The system provides the ability to develop a list of types of equipment that are issued to stations/locations.	
LAMan-231	The system provides the ability to define the types of equipment that are issued to the stations/locations.	
	The system provides the ability to provide fields to track each piece of equipment assigned to a station including, but not limited to, the following:	
LAMan-232	Vehicles assigned to (e.g., Vehicle ID)	
LAMan-233	Asset tag number	
LAMan-234	Bar code number	
LAMan-235	Brand	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LAMan-236	Classification	[redacted]
LAMan-237	Cost	
LAMan-238	Date issued	
LAMan-239	Date acquired	
LAMan-240	Description	
LAMan-241	Equipment type	
LAMan-242	Location in station	
LAMan-243	Location on the vehicle (e.g. compartments)	
LAMan-244	Manufacturer	
LAMan-245	Model	
LAMan-246	Part number	
LAMan-247	Serial number	
LAMan-248	Agency/division/platoon assigned to	
LAMan-249	Warranty information	
LAMan-250	Individual receiving equipment	
LAMan-251	Size	
LAMan-252	Color	
LAMan-253	Ability to assign multiple pieces of the same type of equipment to an vehicle.	
LAMan-254	Ability to easily transfer equipment to a different vehicle/location without re-keying descriptive data (e.g. drag and drop or a quick transfer function).	
LAMan-255	The system is capable of logging and storing equipment location changes.	
LAMan-256	Ability to track loaned equipment.	
LAMan-257	Ability to generate alerts to individuals that loaned equipment is due back for return.	
LAMan-258	Ability to access a list of assigned equipment (including where/who assigned to) from the Mobile Data environment.	
LAMan-259	The system provides the ability when a piece of equipment is involved in an incident, the incident report and actions related to that incident are automatically linked to the equipment in the asset module.	
	Equipment Return	
LAMan-260	Ability to return or check equipment back into inventory.	
LAMan-261	Ability to document condition	
LAMan-262	Ability to unlink equipment from personnel upon check-in.	
	Ability to track replaced equipment:	
LAMan-263	Date replaced	
LAMan-264	Reason replaced (drop-down list)	
LAMan-265	Disposition of replaced equipment	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LAMan-266	Personnel ID replacing the equipment	[redacted]
	Equipment Maintenance and Replacement	
LAMan-267	Ability to create maintenance schedules for equipment requiring regular maintenance.	
LAMan-268	Ability to create maintenance schedules for equipment requiring regular inspection.	
LAMan-269	Ability to document maintenance for a piece of equipment.	
LAMan-270	Ability to document service test records for a piece of equipment.	
LAMan-271	Ability to create replacement schedules for equipment requiring replacement after a user defined period of time.	
	Ability to generate alerts to individuals that their equipment is due for:	
LAMan-272	Maintenance	
LAMan-273	Inspection	
LAMan-274	Replacement	
	Equipment Disposal	
LAMan-275	The system is able to track equipment that is disposed of.	
LAMan-276	When equipment is disposed of it changes the equipment status but does not remove the historical records associated with that item.	
LAMan-277	The system will track the date the equipment was taken out of service.	
LAMan-278	The system will track the person disposing the equipment.	
LAMan-279	The system will track the means of disposal.	
	Asset Management Reports	
	Ability to generate a physical inventory report based on:	
LAMan-280	Asset category	
LAMan-281	Asset age	
LAMan-282	Asset location	
LAMan-283	Specific type of equipment	
LAMan-284	Ability to generate a physical inventory exception report.	
LAMan-285	Ability to generate a check-in/checkout log for temporarily assigned assets.	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LAMan-286	Ability to generate a report of items that require re-ordering (e.g., out of stock or below minimum threshold)	[redacted]
LAMan-287	Ability to generate reports listing equipment due for maintenance during a user-defined time period (e.g. generate a report on the first of every month for equipment that needs to be replaced by the end of the month).	
LAMan-288	Ability to generate reports listing equipment due for replacement during a user-defined time period (e.g., generate a report on the first of every month for equipment that needs to be replaced by the end of the month).	
LAMan-289	Ability to generate a report for equipment that needs replaced at the end of user defined period of time (e.g. quarterly, yearly, multi-year, etc.).	
LAMan-290	Ability to schedule an automated report for equipment that needs to be replaced by a user defined period of time (e.g. 30 days prior, end of the month, etc.)	
LAMan-291	Ability to automatically generate and print, at a user-defined interval, reports listing equipment overdue for replacement (e.g. generate a report on the first of every month for equipment for which replacement is overdue).	
LAMan-292	Ability to generate a report that documents all maintenance completed on a specific piece of equipment.	
LAMan-293	Ability to generate automated email messages to staff responsible for replacing overdue equipment.	
LAMan-294	Ability to generate automated email messages to staff responsible for replacing expired supplies.	
	The system is capable of generating a report, including current status of various requests, including, but not limited to:	
LAMan-295	Facility repair requests	
LAMan-296	Equipment repair requests	
LAMan-297	Purchase orders	
LAMan-298	Work requests	
LAMan-299	Ability to generate a report for all inspections that are coming due within a user defined time frame (e.g. end of month, next 30 days, etc.).	
LAMan-300	Ability to generate a report for all equipment that has been disposed of.	
LAMan-301	Ability to generate a report for all equipment including age of that equipment.	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

LAMan-302	The ability to generate reports for equipment checked-in and checked-out logs.
LAMan-303	Ability to generate a report showing the complete history of an asset.
LAMan-304	Ability to generate a report showing active property assigned to an officer.
LAMan-305	Ability to generate a report showing the complete history of an asset.
LAMan-306	Ability to generate a report showing active property assigned to an officer.

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Attachment H – Interface Descriptions

COTS Interfaces

ANI/ALI Interface

- [redacted]

Description:

[redacted]

Assumptions:

- [redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Constraints:

- [redacted]
- [redacted]

HxGN OnCall Dispatch | [redacted]

Description:

[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Assumptions:

- [redacted]
- [redacted]

HxGN OnCall Dispatch | Informer

- NCIC/TLETS

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

[redacted]

HxGN OnCall Dispatch | Tracker

- [redacted]

Description:

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C



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[redacted]

HxGN OnCall Dispatch | Notifications

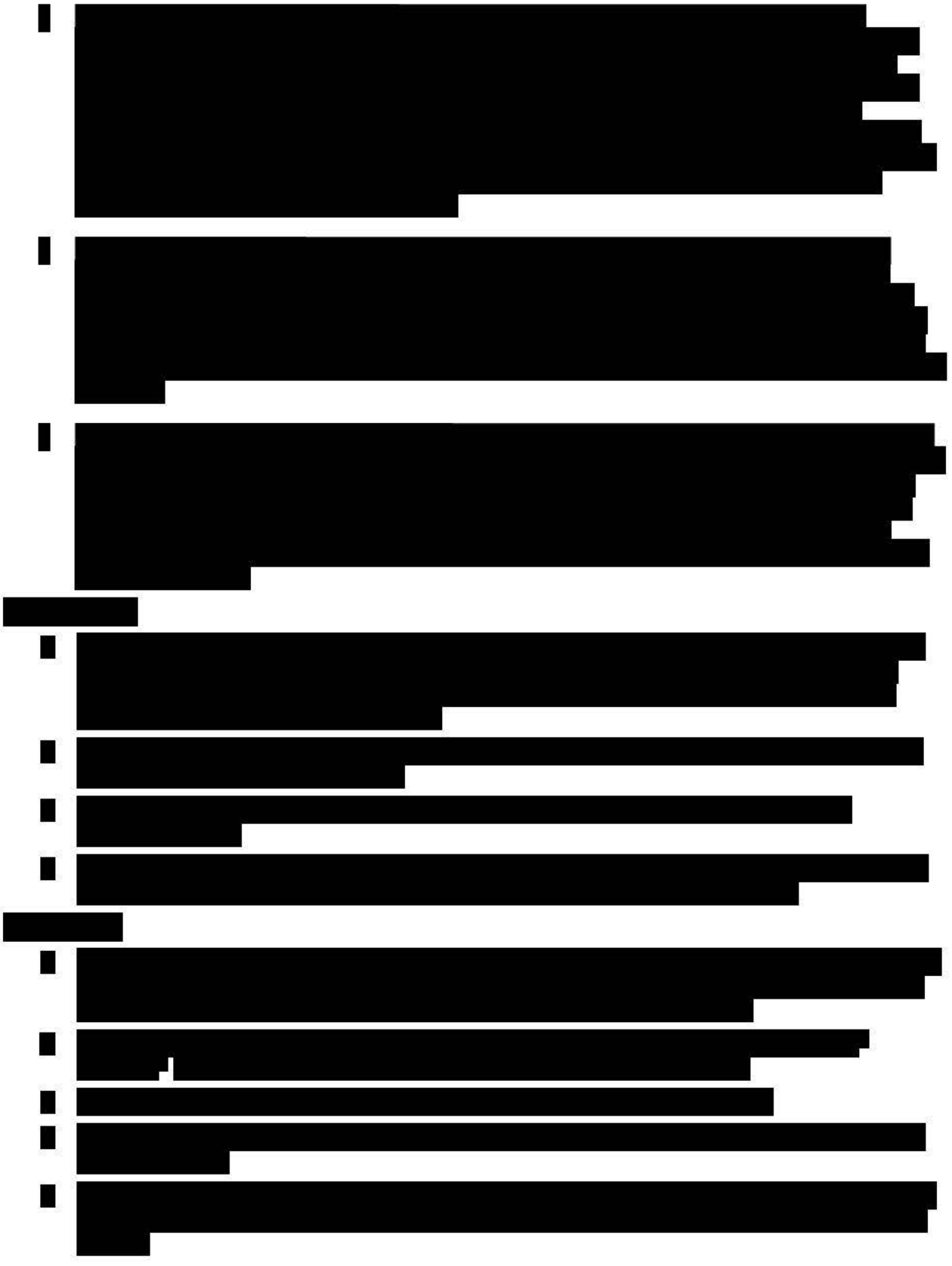
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Description:

[redacted]

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Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

HxGN OnCall Dispatch | FireLink

[redacted]

Description:

[redacted]

HxGN OnCall Dispatch | CADLink

- [redacted]

Description:

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

[redacted]

[redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
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- [redacted]
- [redacted]
- [redacted]
- [redacted]

[redacted]

- [redacted]
- [redacted]

HxGN OnCall Dispatch | PTT

- [redacted]

Description:

[redacted]

[redacted]

[redacted]

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[redacted]

HxGN OnCall Dispatch | [redacted] Interface

[redacted]

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[redacted]

Standard Interfaces

Fire Station Alerting OnCall Dispatch Interface

- [redacted]

Description:

[redacted]

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PLT Radio OnCall Dispatch Interface

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[redacted]

- [redacted]
- [redacted]

Anti-Bias Reporting (Texas)

Description:

[redacted]

Custom Interfaces

CAD Informer interface for [redacted]

Description:

[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

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CAD Informer interface for [redacted]

Description:

[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

CAD Informer interface for [redacted] Address Query

[redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

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- [redacted]

Text to 911 ([redacted]

Description:

[redacted]

[redacted]

- [redacted]
- [redacted]
- [redacted]
- [redacted]

CAD Interface for [redacted]

Description:

[redacted]

[redacted]

- [redacted]
- [redacted]

[redacted]

[redacted]

- [redacted]
- [redacted]
  - [redacted]
  - [redacted]
- [redacted]
- [redacted]
- [redacted]
- [redacted]

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Bi-Directional RMS interface for [redacted]

Description:

[redacted]

RMS Import Interface from [redacted]

Description:

[redacted]

RMS Import Interface from [redacted]

Description:

[redacted]

RMS Export Interface to [redacted]

Description:

[redacted]

RMS Import Interface for [redacted]

Description:

[redacted]

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Consulting Services

[redacted]

[redacted]

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Attachment I – Glossary of Terms

Capitalized terms that are not defined below or within the body of the SOW, shall have the same meaning as set forth in the Master Terms Glossary.

"Acceptance" to mean acceptance of a Task in accordance with Task Acceptance Process.

"Agreement" shall have the same meaning as set forth under the header "Terms and Conditions."

"Benchmark Criteria" or "**Specifications**" means the objective criteria which identifies an intended outcome as reflected in, as applicable, an ICD, a Design Document, or Software Requirements (whichever document having last addressed the functionality in question being dispositive)

"Blocker Defect" means a Test Case has failed to satisfy the Benchmark Criteria that would correspond to a Level One Defect or Level Two Defect, or a Level One or Level Two Defect.

"Code Freeze" means a point in the Project where Customer may not make any change, configuration change, or other modification to the Software implemented as part of the Project.

"Core Team(s)" means all of the respective Subsystem Core Teams pertaining to the Project, which depending on the Project will collectively include: the Dispatch Core Team, the Mobile Core Team(s), and the Records Core Team.

"COTS Interfaces" means those Interfaces specifically identified in COTS Interface Questionnaire Completion Task in the SOW

"Customer Responsibilities" means (1) those specific tasks and obligations identified in the SOW as being the responsibility of the Customer and (2) those obligations, not stated in the SOW, but which would otherwise be reasonably considered as being Customer obligations and responsibilities.

"Custom Interfaces" means those Interfaces specifically identified in the applicable Task

"Customization" means a modification of the source code of Software.

"Cutover Plan" means a document reflecting the Activities and actions necessary to Cutover the System.

"Design Document" means a document articulating the design and intended output of a Customization.

"Documentation" means, whether in printed or electronic format, all documents (digital or hardcopy) delivered by Hexagon as part of the Project. Unless otherwise specified, it shall mean COTS Documentation.

"Facility" means a Customer provided facility/building/room that: (i) Can accommodate up to twelve (12) Customer participants; (ii) Has a projector and screen for displaying the content being presented, (iii) has Project Workstations for each participant; and a Customer workstation available for Hexagon's use while in the Facility.

"Functional Testing" means that testing process described in the Customer Functional Testing Task(s).

"GIS" means geographic information system

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"Initial Schedule" means the initial iteration of the Project Schedule, which is contained in Attachment C of the SOW.

"Interface Control Document" or **"ICD"** means a document reflecting the design and requirements of a Custom Interface or certain I/Informer Interfaces, if any.

"Help Desk Portal" the electronic portal through which Customer may access the Help Desk to among other actions, log Services Requests, review the Knowledge Base,

"Hexagon Project Manager" means the person authorized by Hexagon to coordinate and manage the providing of Hexagon Services and Deliverables for the Project on behalf of Hexagon, in addition to being responsible for other duties specified in the Agreement and SOW.

"Master Terms Glossary" means that certain Common Terms Glossary set forth at https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/CTG 06-2021.pdf

"Network Infrastructure" means the provision of adequate network and internet connectivity to provide sufficient operational bandwidth for the operation of the System in a manner consistent with the Product System Specifications together with all industry-standard network security, monitoring, and protection.

"Permissive Defect" means a substantially failed Test Case that would correspond to a Level Three or Level Four Defect, or a Level Three or Level Four Defect.

"Project Assumptions" means assumptions regarding the Project, which are listed in the SOW. Changes in any of the assumptions will affect the scope, schedule, and/or cost of the Project.

"Project Team" means the applicable Core Team and other resources assigned to provide information or services in connection with the Project, or applicable part thereof.

"Project Workstation" means a computer workstation (expressly excludes tablets or other smart devices) that has: (i) a modern web browser installed and ready for use; (ii) Internet access; (iii) at least one (1) external monitor with a resolution no smaller than 1920x1080 (understanding two (2) external monitors are recommended); (iv) the ability to connect to the web conference audio; and (v) a headset.

"Required Facilities" means a facility provided by the Customer that: (i) can accommodate up to twelve (12) Customer participants with workstations and monitors meeting the specifications for the Software described herein for each participant and (ii) has a projector and screen for displaying the content being presented. If the Customer's policies preclude connecting Hexagon-owned equipment to their network, a computer workstation for use by Hexagon for presenting content shall be made available.

"Server Setup Worksheet" means a document reflecting, among other details, the identification of servers, IP addresses, and node names for the System.

"Site Configuration Document" means a document reflecting the configurations made to the OnCall System.

"Software Requirements" means the functionality and capabilities affirmatively included in the OnCall Software as expressly specified Functional Matrices set forth in Attachment G-1 and G-2 in the Agreement, as appropriate to the Subsystem).

"SR" or **"Service Request"** a request logged into Hexagon's Help Desk Portal identifying a request for Hexagon to address a Defect, question, provide an Update, or provide an enhancement request, among other requests.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

“Subject Matter Expert” or **“SME”** means a person(s) who has particular knowledge about a specific topic(s).

“System Administrator(s)” means a person or persons having the appropriate education, training, and/or experience in information technology to provide first tier support of the System.

“Task Prerequisites” means those events, deliverables, or accomplishments that are required to occur prior to the commencement of the applicable Task, except as may otherwise be agreed to through Conditional Acceptance.

“Test Case” means a set of conditions and parameters agreed to by the Parties which the Parties shall use to test whether the intended functionality identified in the Benchmark Criteria is reflected in the System.

“Test Case Failure” means a situation in which an executed Test Case has substantially failed in meeting the passage criteria set forth in the applicable portion of the Benchmark Criteria.

“Updated Initial Project Schedule” means the Initial Project Schedule updated by the Parties’ Project Managers during Project Kickoff Meeting Task and reflecting the actual Notice to Proceed date.

“VPN” means virtual private network.

“Warranty Period” means that one (1) year period beginning at Cutover for a Subsystem during which the applicable Project Software is subject to the warranty described in Attachment K.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Attachment J – GIS Requirements for the HxGN OnCall Dispatch System

HxGN OnCall Dispatch requires integration with a third-party mapping provider for GIS information. These third-party mapping services fall into three (3) main areas: Map Tile Services, Geocoding Services, and Routing Services. The selection, provisioning, and administration of its mapping services configuration of its map, maintenance and support of its map, and adherence to the requirements set forth herein is the responsibility of Customer. Hexagon shall not be responsible for resolving or addressing issues or Defects arising from Customer's non-conformance with requirements contained herein.

Map Service

[redacted]

Geocoding/Address Locator Service

[redacted]

Routing Service

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Hexagon's Services expressly exclude ESRI related services, including, but not limited to, building or modifying of ESRI environments, providing consulting services related to ESRI environments, or other services related to ArcGIS software. The Customer is solely responsible for the use and creation of ArcGIS environments in conjunction with OnCall Dispatch. As you leverage ESRI as the mapping solution to integrate with OnCall, Customer may at its discretion seek additional guidance from ArcGIS professionals, materials published by ESRI, including the following link (https://enterprise.arcgis.com/en/server/latest/deploy/windows/single-machine-high-availability-active-active-deployment.htm) related to building a highly available GIS solution, or other appropriate resources.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Attachment K – Warranty

In accordance with Section 7.2 of the Agreement, Hexagon warrants the Hexagon Software provided in this Order shall materially conform to its Specifications for one (1) year from Cutover of the applicable Subsystem, provided that in the event of a nonconformity during the Warranty Period, Hexagon shall address the reported Defect in accordance with the Maintenance Terms within the Agreement.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Attachment L – Regional Provisions

The following terms, including any sub-attachments to this Attachment L, modify provisions set forth above to accommodate regional requirements. To the extent there is any conflict between the terms specified below and the terms set forth in the remainder of the SOW, the following shall control.

1. A Business Day includes up to eight (8) Business Hours, including breaks, during a twenty-four (24) hour period.

2. Upon Customer request, Hexagon personnel may undergo a criminal background check consisting of biographical information necessary to initiate an NCIC query and fingerprinting. To the extent the Customer requires Hexagon personnel to undergo such criminal background check, the Customer shall arrange for such criminal background check and be responsible for all costs associated with the criminal background check. The Customer agrees it will not charge Hexagon for fingerprinting if it conducts fingerprinting of Hexagon resources and it will accept completed fingerprint cards performed by other law enforcement agencies within the United States. Any remote personnel shall only be required to provide biographical information necessary to initiate a NCIC query and a fingerprint card completed by any law enforcement agency.
3. Per CJIS security policy, customers who wish to access U.S. national databases using mobile devices must use data encryption that is FIPS 140-2 certified and meets other CJIS requirements. The Customer is responsible for ensuring that their data communications infrastructure and devices comply with CJIS and applicable State requirements.
4. Hexagon agrees it shall remain compliant with the applicable portions of CJIS Guidelines as may be published by the FBI and state of Texas.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Attachment L-1 – CJIS Security Addendum

FEDERAL BUREAU OF INVESTIGATION

CRIMINAL JUSTICE INFORMATION SERVICES

SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Attachment M – Performance Bond

Terms Within fifteen (15) Business Days of formation of Order 1, Hexagon shall provide to the Customer (Risk Management address with a copy to the County's designated IT contact) a performance bond securing a value consistent with the sum of all the payment milestones set forth in Attachment B. The performance bond will be provided from a licensed surety in the State of Texas and provided on the surety's form. The performance bond shall be in effect from the point of delivery of the performance bond to the Customer until Cutover of Order 1.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

HEXAGON

Statement of Work

for

HxGN Connect

Cloud Consulting Services

PRESENTED BY:

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Regional Sales Manager
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December 4, 2024

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

TABLE OF CONTENTS

Purpose **4**

Statement of Work Outline **4**

Order and Defined Terms **4**

Project Outline **5**

HxGN Connect Program Functionality and Support **5**

Customer Project Team Structure **6**

Project Assumptions and Responsibilities **6**

Training and Development **8**

Project Initiation **9**

Project Tasks **10**

IOC Phase 10

1. Project Kickoff Meeting 10
2. HxGN Connect Cloud Tenant Creation 12
3. HxGN Connect Administrator Training 13
4. IOC Completion 14

FOC Phase 16

5. Configuration of HxGN Connect Program 16
6. COTS Interface Product Installation and Configuration 18
7. User Acceptance Testing 19
8. Address Blocker Errors from UAT 21
9. User Training 23
10. System Availability 24

Attachment A – Pricing Summary **25**

Attachment B – Payment Milestones **26**

Attachment C – Initial Project Schedule **27**

Attachment D – Training Courses Curriculum **28**

Attachment E – System Configuration Diagram **29**

Attachment F – Functional Specifications Matrix **30**

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Attachment G – Interface Addendum **31**

Attachment H – Glossary of Terms **32**

Attachment I – Reserved **34**

Attachment J – Onboarding Worksheet **35**

Attachment K – Cloud Service Schedule **36**

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Purpose

The SOW describes the Cloud Consulting Services for the Cloud Program. It documents Project implementation requirements, Cloud Application and Local Software functionality, the Activities and Tasks comprising the Project, the timeframe for completion of Activities and Tasks, the responsibilities for each Party, and the Task Acceptance Criteria.

Statement of Work Outline

The Services reflected in this SOW, exclusive of the Services described in Attachments G (Interface Addendum) and I (Additional Services), are included in the Quote[1] line item, "HxGN Connect Program Implementation Services." Services for Interfaces and Additional Services are reflected in Attachments G and I, if any, and separately identified in the Quote, if any.

The SOW includes and incorporates the following Attachments:

- Attachment A – Pricing Summary (Quote)
- Attachment B – Payment Milestones
- Attachment C – Initial Project Schedule
- Attachment D –Training Courses Curriculum
- Attachment E – System Configuration Diagram
- Attachment F – Functional Specifications Matrix
- Attachment G – Interface Addendum
- Attachment H – Glossary of Terms
- Attachment I – Reserved
- Attachment J – Onboarding Information Worksheet
- Attachment K – Cloud Service Schedules

Each task identified in the SOW includes the following as necessary: Task Description, description of Activities, Task Deliverables, Task Prerequisites and Assumptions, Hexagon/Customer Team Participation and Responsibilities, and Task Acceptance Criteria. The Tasks described in this SOW may not be listed chronologically, and the actual Project implementation Tasks and timelines will follow the Project Schedule, unless otherwise noted.

Order and Defined Terms

This SOW, together with the attached Quote, which is contained in Attachment A, is an Order made pursuant to the Master Terms. Execution of the Quote accompanying this SOW or other appropriate written instrument, including this SOW, reflects the Customer's acceptance of the Order. This SOW describes the Cloud Consulting Services and other Software (if purchased) provided by Hexagon in connection with the initial implementation of HxGN Connect. Hexagon will provide the Cloud Consulting Services to facilitate implementation of HxGN Connect as expressly set forth in this SOW (the "Project").

[1] For purposes of this Statement of Work, the Quote refers to Attachment A.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Unless otherwise defined in this SOW, capitalized terms shall have the same meaning as set forth in the Common Terms Glossary and Attachment H (Glossary) attached hereto.

Project Outline

The Project consists of two (2) phases: Initial Operating Capability (“IOC”) and Final Operating Capability (“FOC”). During IOC, Hexagon will Onboard the tenant(s) accounts associated with this Project and provide access to the HxGN Connect application. As part of FOC, Hexagon shall provide services to support Customer Activities as expressly described in this SOW.

All Tasks reflected in this SOW are regarded as complete and accepted upon completion of Task: System Availability.

HxGN Connect Program Functionality and Support

As part of the Cloud Program, Hexagon shall provide Credentials/License Keys to the Cloud Application components identified in the Quote. The Cloud Program shall have the capabilities and functionality set forth in the Specifications, which reflects all of the functionality Hexagon is obligated to provide in the HxGN Connect Program. From time to time, Hexagon may update HxGN Connect, including during the Project, which may modify the Specifications. Such updates as documented by Hexagon will reflect the then-current Specifications for purposes of this SOW. User Acceptance Testing shall only test that the functionality set forth in corresponding to Cloud Programs purchased (see Attachment A), and data is flowing into the HxGN Connect application as expected. Errors identified during testing are addressed in accordance with the terms related to Cloud Services Support. Only Blocker Errors are required to be resolved prior to completion of the System Availability Task. This scope does not include any Product Change Requests.

Upon completion of the IOC Completion Task, the Cloud Program Start Date shall have occurred. Consequently, Cloud Services Support will also begin at that time. The Customer is responsible for performing its Cloud Services Support obligations as reflected in the Master Terms for the duration of the Cloud Term, as may be extended.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Customer Project Team Structure

The Customer is responsible for providing qualified resources to staff the Core Team (described below) to facilitate a successful implementation of HxGN Connect. The Core Team roles and responsibilities are described in the following sections.

Core Team Roles and Responsibilities

The Core Team (as described below) shall consist of designated organization (Customer) personnel with the various skill sets and knowledge and backgrounds required to implement HxGN Connect. The following list identifies the required Core Team and its respective roles and corresponding responsibilities:

- **Project Manager** – responsible for the day-to-day coordination of Project Activities on behalf of the Customer. Note, there will be one overall Customer Project Manager.
- **System Administrator Personnel** – responsible for all system administration and configuration responsibilities related to the HxGN Connect Program. Note, it is recommended that each separate organization have its own System Administrator.
- **Subject Matter Experts (SMEs)** – responsible for representing end-users' needs and providing specific IT/networking expertise. SMEs should have a deep understanding of their organization's business processes. Note, it is recommended that each separate organization have SME(s) on the Core Team.

Project Assumptions and Responsibilities

The following reflects the assumptions and responsibilities regarding the Project. Changes in any of the assumptions will affect the scope, Project Schedule, and/or cost of the Project.

Agreement and Schedule Assumptions

- This Cloud Consulting Services Order and the Cloud Program Order have been executed by the Customer, accepted by Hexagon, and the Customer has provided a notice to proceed, Purchase Orders (PO) for both Orders, or written confirmation. Only the execution of the Orders or other acceptance documented in the Primary Contracting Document is necessary to bind the Customer.
- Prior to Project Kickoff, Customer shall have secured any necessary permissions or agreements with Tenants who are to exchange data with Customer and be bound to the responsibilities and obligations of this Order and the Agreement. This includes any required agreements between/among participating organizations.
- The Customer shall perform its assigned Activities set forth in this SOW in the timeframe identified within the Initial Project Schedule (Attachment C) and Project Schedule developed as part of Task: "Project Kickoff Meeting," as modified from time to time. If the Customer requests Hexagon extend the Initial Project Schedule or any subsequent Project Schedule, it acknowledges additional Consulting Services may be necessary for which a Change Order will be required. Note, it is assumed there is only one "Project Kickoff Meeting," unless otherwise negotiated.
- Hexagon will have timely access to Customer Project staff in accordance with the Project Schedule and Tasks. Customer shall make additional personnel available on a priority basis, as needed, to provide subject matter expertise to complete this Project.
- Customer shall have at least one (1): Project Manager, System Administrator, technical resource(s), and SME available to perform and/or support all Customer responsibilities and timely respond to Hexagon requests.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- The Customer shall provide Hexagon with or access to all data, documents, plans, reports, and diagrams, related to this Project and Hexagon responsibilities for this Project.
- Unless otherwise noted in this SOW, all Documentation, if any, provided by Hexagon under this SOW will be COTS Documentation and the Documentation will not be customized by Hexagon. All Documentation delivered will be in Hexagon-approved electronic format.
- Customer, and any Tenants, shall conform to the requirements of the Master Terms, including, but not limited to, those provisions related to the Cloud Program, at all times.
- Unless otherwise stated in the Task, all Tasks will be conducted remotely.
- If the Customer desires additional Services from Hexagon, the Parties can either enter into a separate Order for those Services or enter into a Change Order to explicitly modify this Order. Except for those Services expressly identified as being performed by Hexagon herein, it is not obligated to provide any other or additional Services under this Order.
- Notwithstanding anything to the contrary within the Master Terms, the Customer shall substantively respond to the delivery of a sign-off form within five (5) Business Days as part of the Task Acceptance Process.
- Historical data conversion or importation is not included in this Project.
- Hexagon shall provide its Project Services only during normal Business Hours.
- For meetings or workshops involving both the Customer and Hexagon there will be at least a fifteen (15) minute break every two (2) hours with a one (1) hour lunch break for meetings scheduled to last an entire day (eight (8) hours).

Hardware and Software Assumptions

- Local Software, if any, will be electronically delivered to the Local Environment.
- To the extent Local Software is delivered as part of this SOW, the Customer shall provide access to its Local Environment to Hexagon for the duration of the Project.
- No Local Software will be delivered during the IOC Phase.
- The Customer shall purchase, install, and test all physical hardware comprising the Local Environment.
- The Customer will ensure its hardware, operating system software, and other third-party products/environments conform with Attachment E – System Configuration Diagram.
- Customer shall purchase all applicable operating systems and software in the Local Environment, including, but not limited to, client workstations, and ensure such operating systems and software meet the minimum requirements as defined in Attachment E System Configuration Diagram.
- Customer shall be responsible for the wired and wireless connectivity between servers/clients and clients/clients and with the Cloud Applications.
- To the extent the Customer desires to use the Cloud Program or other deliverables provided herein in a manner or in combination with software or hardware that is not certified or recommended by Hexagon, then the Customer shall be solely responsible for such use. Hexagon shall not be responsible for the correction of any Errors, reduced performance, compromised functionality, or other unintended consequences arising from such use. The Customer also shall not withhold acceptance of any Task or the Cloud Program due to such use.

System Access Assumptions

- The Cloud Program shall store data (in either transit or at rest) in the Cloud Tenant. Customer is solely responsible for (i) assuring it is permitted by appropriate government organizations to transmit the intended information and store data (in either transit or at rest) in the Cloud Tenant

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

and (ii) otherwise complying with and ensuring this Project and the Cloud Program to be provided does not violate applicable government regulations.

- Customer shall purchase, install, configure, and administer its Network Infrastructure, including, but not limited to, its WAN/LAN and wireless infrastructure.
- Customer consents to Hexagon's inspection and use of Customer's data and systems, including, but not limited to, log files and databases, for the limited purpose of providing the Cloud Services and Cloud Consulting Services.
- If necessary, Hexagon shall access the Cloud Program, including Local Software, and Customer Data via a [redacted]
- The Customer is responsible for ensuring its data communications infrastructure and devices comply with applicable government requirements.

Third-Party Assumptions

- Customer shall schedule and coordinate third-party technical resources with the skills necessary to perform and/or support all Customer Responsibilities, respond to Hexagon requests, and support the testing of Interfaces, as required.
- Customer shall maintain, in good working order, all third-party systems which will integrate with Hexagon software or on which the Hexagon software depends as part of this Project except for the Third-Party Software included as part of the Cloud Program and provided thereunder.
- Customer shall be responsible for the operation and timely availability of external systems or third-party software necessary for the execution of the Project, if any.
- If a delay in the Project is caused by a third-party vendor or Tenants, Hexagon services not covered in this SOW may be required at additional costs.

Training and Development

Hexagon shall provide the Customer access to user and system administration documentation for HxGN Connect and related product component documentation.

At the Project Kickoff Meeting, Hexagon will also provide the Customer e-learning credentials (the "Base eLearning Credentials") for the e-learning courses purchased in the Quote accompanying this SOW ("Base eLearning Courses").

The e-learning classes reflect Hexagon's latest learning and training tool, which can and should be used throughout the Project. The product Documentation and Base e-learning Credentials may be used at all times during the Project; however, the Customer's access to the Base e-learning Credentials shall end one (1) year after formation of this Order, unless otherwise renewed. The Training Program Statement for the Base e-learning Credentials provided in this Project, is described in Attachment D, which may be supplemented with other Training Program Statements for additional e-learning classes purchased and not identified in this SOW.

The Customer should take advantage of these tools during all Phases of the Project. The comprehensive use of these learning tools will facilitate a better transition to HxGN Connect and can lead to more constructive exchanges with Hexagon resources during workshops and consulting sessions. As denoted at certain Tasks, certain prerequisites for Tasks will include Customer personnel having read the relevant sections of the Documentation and/or watched the relevant e-learning course.

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Project Initiation

Prior to the Project Kickoff Meeting and after placement of the Order, the following initial Activities must be performed before any Tasks can occur:

- The Hexagon Project Manager will contact the Customer Project Manager. During this initial contact, the Hexagon Project Manager will:
    - Identify the Project Start Date, which should be within two (2) business days prior to the Project Kickoff Meeting;
    - Schedule the Project Kickoff Meeting;
    - Provide an agenda describing the goals of the Project Kickoff Meeting; and
    - Discuss factors that could affect the Project (*e.g.*, scheduling conflicts, communication factors, change management and other risk factors).
- Hexagon's Project Manager shall update the Initial Project Schedule to reflect local holidays; Hexagon resource availability; and any additional Services, Software, or other items included within the Order, identify the Project State Date, and provide the Updated Initial Project Schedule to the Customer Project Manager prior to the Project Kickoff Meeting.
- Hexagon shall provide the Customer an electronic copy of the User and System Administrator Documentation for HxGN Connect prior to the Project Kickoff Meeting.

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Project Tasks

IOC Phase

1. Project Kickoff Meeting

Task Description

The objective of this Task is to confirm the updated Initial Project Schedule (Attachment C) provided on the Project Start and provide an overview of the Project. A meeting for Project Kickoff will be held after the Project Start date. There will be only one Project Kickoff meeting, regardless of how many Tenants are included in the Project. The Kickoff Meeting may be held in conjunction with the Kickoff Meeting for the OnCall Dispatch Order or independently.

The Project Kickoff Meeting shall last no more than one (1) hour.

During this Task, the Parties, including representatives from the Tenants, shall confirm the updated Initial Project Schedule as updated by the Hexagon Project Manager. The resulting updated Initial Project Schedule shall be substantially similar in duration as provided within Attachment C unless accepted by Hexagon. Prior to the Project Kickoff Meeting Task, the Customer Project Manager shall have reviewed the updated Initial Project Schedule and be in a position to succinctly identify any needed changes understanding material extensions of the Initial Project Schedule may require additional Hexagon Services to be added via a Change Order. Once the list of changes has been made to the updated Initial Project Schedule by the Hexagon Project Manager, the Hexagon Project Manager will thereafter provide the Project Schedule to the Customer Project Manager. From time to time, the Parties' Project Managers may modify the Project Schedule upon mutual written consent or upon transmission of an updated Project Schedule to the Customer Project Manager as part of a status report and the Customer Project Manager offers no objection to the updated Project Schedule within five (5) Business Days thereafter.

As part of the Project Kickoff Meeting, the Hexagon Project Manager shall provide to Customer: (i) access credentials to Hexagon online training materials and (ii) any applicable Interface Worksheets (as described in the Interface Addendum). At the Project Kickoff Meeting, the Customer shall provide: (i) contact information for all members of its Core Team and Executive/Departmental Sponsor, (ii) proposed alterations to the updated Initial Project Schedule, (iii) contact information for any third party vendors which HxGN Connect will integrate as contemplated in the Interface Addendum, (iv) review and complete the onboarding information worksheet (Attachment J), and (v) identify to Hexagon any perceived concerns or risks with the Project.

Task Deliverables

- Project Schedule
- Access credentials to Hexagon online training materials
- Onboarding information worksheet (Attachment J)

Task Prerequisites

- The Cloud Consulting Services Order and Cloud Program Order have been accepted in writing by the Customer and the Customer has issued to Hexagon Purchase Orders for the full amount reflected in both Quotes (or the Customer has indicated in writing it does not need to issue Purchase Orders to facilitate transactions of this type).
- Hexagon Project Manager has verbally communicated with the Customer to (i) identify the Project Start date and (ii) coordinate a date for the Project Kickoff Meeting.
- Customer has assigned a Customer Project Manager.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Customer's Core Team has reviewed this SOW.
- Customer is in compliance with Attachment E – System Configuration Diagram.

Task Assumptions

- The Core Team, representatives from the Tenants, and the Hexagon Project Manager shall attend the Project Kickoff Meeting.
- The Project Kickoff Meeting will last no more than one (1) hour unless otherwise extended because other SOWs are to be discussed (as described above).

Hexagon Team Participation and Responsibilities

- The Hexagon Project Manager shall attend the Project Kickoff Meeting
- Hexagon shall:
    - Provide an overview of this Project and address non-technical questions;
    - Conduct an overview of the Project including a review of the SOW to verify all aspects of the Project approach;
    - Establish status reporting requirements (but no more frequently than once per month);
    - Provide the Customer the Base e-Learning Credentials for the Base e-learning Courses;
    - Gather information from the customer to complete the onboarding information worksheet; and
    - Prepare the updated Initial Project Schedule the parties will review during the Project Kickoff Meeting.

Customer Team Participation and Responsibilities

- The Core Team shall attend the Project Kickoff Meeting.
- The Customer shall:
    - Provide Hexagon: contact information for all members of its Core Team and Executive/Departmental Sponsor, (ii) proposed alterations to the updated Initial Project Schedule, and (iii) contact information for any third-party vendors which the HxGN Connect Program will integrate.
    - Provide information to complete the onboarding information worksheet; and
    - Identify any perceived risks or concerns.

Task Acceptance Criteria

This Task is complete at the conclusion of the Project Kickoff Meeting and delivery of the Project Schedule to Customer.

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2. HxGN Connect Cloud Tenant Creation

The objective of this Task is to create and “spin-up” the Customer’s Production Tenant for the HxGN Connect Program.

The Production Tenant will be used by Customer during the Project and serve as the basis for the Production Tenant upon Cloud Cutover. Hexagon will inform the Customer once the applicable Production Tenant for Customer has been created.

Task Prerequisites

- Project Kickoff Meeting Task is complete.

Task Assumptions

- None

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Create the Production Tenant (only Production Tenant at this Task) with the HxGN Connect Cloud Program (excluding Interfaces) identified in the Cloud Program Order, which will be used for subsequent Tasks (Customer is not provided Credentials/License Keys at this time).

Customer Team Participation and Responsibilities

- None.

Task Acceptance Criteria

This Task shall be complete upon creation of the Customer’s Production Tenant for the HxGN Connect Cloud Program.

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3. HxGN Connect Administrator Training

Task Description

The objective of this Task is to have the Core Team prepare for the subsequent Tasks. HxGN Connect Administrator training consists of e-learning training curricula (subject to being purchased) intended for the persons responsible for administering and configurating the HxGN Connect system (see Attachment D). Customer will complete its review of the Administrator and User training and other training Documentation ("IOC Training Materials") within 30 Business Days from the end of the Project Kickoff Meeting Task ("System Administrator Training Period").

Example topics in this Base e-learning Curricula include:

- Creating and managing user accounts
- Access management – creating and managing access tokens for API interfaces
- Defining HxGN Connect screen layouts
- Configuring map display data

Task Prerequisites and Assumptions

- Hexagon has provided access to Hexagon Base eLearning Credentials to Customer.
- HxGN Connect Cloud Tenant Creation Task is complete.
- No Hexagon live training is provided as part of IOC.

Hexagon Team Participation and Responsibilities

- None

Customer Team Participation and Responsibilities

Customer shall:

- Ensure its Project Manager has distributed access credentials to Hexagon online training materials and training Documentation to Core Team;
- Ensure its Core Team views and reads IOC Training Materials; and
- Manage the Customer's training compliance and report to Hexagon Project Manager once the Customer Core Team has completed the requirements of this Task.

Task Acceptance Criteria

This Task is complete upon the earlier of: (i) the Customer Project Manager reports the Customer Core Team has viewed and read the IOC Training Materials or (ii) the System Administrator Training Period has lapsed.

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4. IOC Completion

This Task serves as a milestone and culmination of the previous Tasks. It is at this point in the Project that: Hexagon has created all relevant license keys and set up the Tenant account(s). Hexagon will host a virtual meeting with the Customer project manager and designated system administrator(s) to (i) deliver the Credentials/License Keys applicable to the Cloud Program, and (ii) walk the system administrator(s) through the steps to logon and setup the initial Tenant account(s) and guide the system administrator(s) in setting up the initial default user interface forms. Note, if additional virtual meetings are desired for each organization, they can be quoted.

Completion of this Task also serves to mark the completion of IOC Phase.

Task Deliverables

- Delivery of Credentials/License Keys for Cloud Program included within the Quote.
- Customer can login to the Cloud Program using Credentials/License Keys and navigate to the initial user interface screens.

Task Prerequisites

- HxGN Connect Cloud Tenant Creation Task is complete.

Task Assumptions

- Customer has necessary hardware, equipment, and Network Infrastructure ready and available to access the Cloud Program.
- The Credentials Delivery Meeting is of a limited duration and only intended to cover the two topics specified above.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Host the Credentials Delivery Meeting;
- Deliver Credentials/License Keys for Cloud Program;
- Ensure the Customer can log into the Cloud Program to confirm connectivity; and
- Address Customer reported issues with accessing HxGN Connect.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure its Project Manager and System Administrator(s) attend the Credentials Delivery Meeting. Note, if the Customer desires a separate meeting for each Tenant, additional meetings can be quoted;
- Access the HxGN Connect Program via the Credentials/License Keys provided during the Credentials Delivery Meeting;
- Report to Hexagon verbally during the Credentials Delivery Meeting whether the Customer can access the Cloud Program or identify issues encountered in accessing the HxGN Connect Program; and
- Work collaboratively with Hexagon if Customer encounters issues in accessing HxGN Connect, to troubleshoot and address the issue until resolution.

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Task Acceptance Criteria

This Task is complete when Hexagon has delivered the Cloud Program Credentials/License Keys to Customer and confirmed the Customer is able to access HxGN Connect.

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FOC Phase

5. Configuration of HxGN Connect Program

Task Description

HxGN Connect is a highly configurable software suite that is intended to be configured by the Customer and reconfigured by the Customer as needs change. This Task is intended to provide the Customer time within the scope of the FOC and Hexagon consulting services, to facilitate Customer's initial configuration of the HxGN Connect Program. This Task is intended only for the Customer. Other Tenants desiring configuration services may separately order or request a Change Order for such Services, which are not included in this scope. This Task assumes the Customer wants assistance in setting up an initial configuration in HxGN Connect. If the Customer does not want assistance with initial system configuration, then this Task shall be regarded as complete.

The Customer shall complete all configurations within thirty (30) days after the Task commences (the "Configuration Period"). Hexagon will host up to two (2), two (2) hour configuration consulting sessions to assist the Customer in configuring HxGN Connect. The first configuration consulting session will occur no earlier than five (5) Business Days after this Task commences. The remaining configuration consulting session should be complete prior to user acceptance testing. Additional configuration sessions can be quoted as requested.

The configuration sessions should be attended by System Administrator(s) and Subject Matter Experts (SMEs) who fully understand their organization's business processes.

Task Deliverables

- HxGN Connect configuration session(s).

Task Prerequisites

- HxGN Connect System Administration Training Task is complete.
- IOC Completion Task is complete.

Task Assumptions

- Customer SMEs have significant knowledge of and/or access to Customer Business Processes.
- Customer has available at least one (1) SME for the HxGN Connect configuration sessions

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Conduct up to two (2) Configuration Session(s).

Customer Team Participation and Responsibilities

Customer shall:

- Make its desired configurations to the HxGN Connect Program within the Configuration Period; and
- Ensure its Core Team, as applicable, attends and participates in the configuration session(s).

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Task Acceptance Criteria

This Task is complete upon the earlier of: Customer advising Hexagon it has completed making its configuration changes or the Configuration Period has lapsed.

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6. COTS Interface Product Installation and Configuration

Task Description

During this Task, Hexagon will install and unit test the COTS Interfaces in the Customer's Cloud Tenant.

The following are regarded as "COTS Interfaces":

- HxGN Connect Interface | OnCall Dispatch

Although the Customer is expected to participate in Hexagon's internal testing of the COTS Interfaces, the Customer will formally test interface functionality during the User Acceptance Testing Task.

Task Deliverables

- Installation and configuration of the COTS Interfaces

Task Prerequisites

- Operation or availability of all external systems or Third-Party Software.
- IOC Completion Task is complete.

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Install COTS Interfaces in the Customer's Cloud Tenant; and
- Unit test interfaces.

Customer Team Participation and Responsibilities

Customer shall:

- Ensure SMEs are available to support Hexagon Activities as needed.

Task Acceptance Criteria

This Task is complete when each COTS Interface is installed and configured subject to the functionality and features within the COTS version of the COTS Interface.

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7. User Acceptance Testing

The objective of this Task is to test the HxGN Connect Program and its interfaces and identify any Blocker Errors.

Following completion of the Configuration of the HxGN Connect Program Task and specified Interface Addendum Tasks, the Customer will test the HxGN Connect Program interfaces to identify Blocker Errors. The UAT will consist of Customer evaluating whether the HxGN Connect Program is able to materially achieve the intended outcome set forth in the Specifications with ordinary use. No other testing or evaluation is contemplated in the FOC Phase of this Project. The Customer shall complete UAT within five (5) Business Days from the latter of: the date the Task Configuration of Cloud HxGN Connect Program is complete or specified Interface Addendum Tasks are complete ("UAT Commencement").

Within one (1) Business Day of the completion of UAT, Customer shall provide the Hexagon Project Manager a written report of any Blocker Errors encountered during UAT ("Blocker Error Report"), if any. For any Blocker Error identified in the Blocker Error Report, the Customer shall provide, at minimum, the following information: a description of the Error and the steps used to reproduce it, the functionality tested when the Blocker Error was encountered, the manner in which the functionality was tested, and the outcome when the functionality was tested. If the Blocker Error Report is not provided to Hexagon within the time allotted, it is presumed UAT was completed without any Blocker Errors, and this Task is complete. The Customer may report Permissive Errors to Hexagon through Hexagon's Customer Resource Management (CRM) system, which will be addressed in accordance with the Master Terms. The existence or Permissive Errors shall not preclude or be a condition of completion of any subsequent Tasks.

Task Prerequisites

- Configuration of HxGN Connect Program Task has been completed.
- COTs Interface Product Installation and Configuration Task is complete.

Task Assumptions

- UAT will consist of only testing the HxGN Connect Program against the Specifications identified in the HxGN Connect Program Order.
- Only qualified Customer personnel will conduct UAT. Qualified Customer personnel are considered resources who have completed the online training sessions required up to this point in the Project and reviewed the identified portions of the System Administration documentation in this SOW in the preceding Tasks.

Hexagon Team Participation and Responsibilities

- None

Customer Team Participation and Responsibilities

Customer shall:

- Complete UAT for the HxGN Connect Program in the manner described above within five (5) Days; and
- Provide the Blocker Error Report within one (1) Business Day following completion of UAT with, at minimum, the details described above.

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Task Acceptance Criteria

This Task is complete upon the earlier completion of UAT and tendering the Blocker Error Report to Hexagon or six (6) Business Days from UAT Commencement.

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8. Address Blocker Errors from UAT

Task Description

During this Task, Hexagon will investigate, troubleshoot, and resolve valid Blocker Errors documented in the Blocker Error Report. Notwithstanding the Task Acceptance Criteria below, which assumes the existence of Blocker Errors, this Task is complete if the Customer does not timely return the Blocker Report or if the Customer reports the absence of any Blocker Errors. Permissive Test Case Failures are addressed in accordance with the Cloud Support Services provisions of the Master Terms.

After receiving the Blocker Error Report, Hexagon will investigate each Blocker Errors identified in the Blocker Error Report to diagnose the source and cause of the Blocker Error. To the extent requested, Customer agrees to promptly respond to requests for additional information regarding each Blocker Error requested by Hexagon. Upon diagnosing the Blocker Error and validating the Error encountered meets the attributes of a Blocker Error, Hexagon resources shall proceed to resolve the Blocker Error and update the HxGN Connect Program accordingly. If the investigation determines the reported Blocker Error did not meet the attributes of a Blocker Error then the reported Error will be reclassified in accordance with the levels provided in the Master Terms. Alternatively, if the investigation shows the reported Blocker Error was caused by Customer and/or third-party hardware, Network Infrastructure, or software not provided by Hexagon, or non-conformance with Attachment E, then Hexagon will provide such information to the Customer for the Customer to resolve and the Blocker Error will be closed and regarded as complete.

As part of its resolution efforts, Hexagon may at its discretion provide a procedural or programmatic work around, a configuration change, or provide an Update to the HxGN Connect Program. Once the Blocker Error(s) is addressed, Hexagon will report to Customer the Blocker Error has been addressed and the Customer will have five (5) Business Days to test only the resolution to confirm the resolution efforts addressed the Blocker Error (“Resolution Testing Period”)

Upon addressing all Blocker Errors, the HxGN Connect Program is a “**Production Ready System.”** A Production Ready System signifies completion of all configuration and testing Tasks.

Task Deliverables

- Response to Blocker Errors

Task Prerequisites

- User Acceptance Testing Task is complete.

Task Assumptions

- None

Hexagon Team Participation and Responsibilities

Hexagon shall:

- Investigate and address the Blocker Errors reported on the Blocker Error Report; and
- Advise Customer once the valid Blocker Errors have been resolved in a manner described above.

Customer Team Participation and Responsibilities

Customer shall:

- Promptly respond to requests for additional information from Hexagon related to a reported Blocker Error; and

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

- Test Blocker Error resolution efforts within the Resolution Testing Period.

Task Acceptance Criteria

This Task will be complete when Hexagon has addressed valid Blocker Errors and the Customer has either confirmed the Blocker Errors are resolved or the Resolution Testing Period has lapsed.

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9. User Training

The objective of this Task is to facilitate the transfer of knowledge and information necessary for the Users to use the HxGN Connect Program for its intended purposes.

The Customer is solely responsible for training its Users. Appreciating User training is a critical element of the Project, Hexagon has provided specific online training materials for the Core Team (see Attachment D). It is recommended that Customer develop its own training program, including, but not limited to: creating a training plan suitable for its needs and leveraging the Hexagon online training materials and Documentation to ensure its Users have acquired the necessary knowledge and are in a position to use the HxGN Connect Program. The Customer may start User training at any point in the Project. The Customer shall complete its User Training within thirty (30) calendar days after User Acceptance Testing ("User Training Period").

Task Prerequisites and Assumptions

- User Acceptance Testing Task is complete.

Hexagon Team Participation and Responsibilities

- None

Customer Team Participation and Responsibilities

Customer shall:

- Disseminate User training materials to its Users; and
- Complete User training within the User Training Period.

Task Acceptance Criteria

This Task is complete upon the earlier of: (i) the Customer Project Manager reporting the Customer's Users have completed User Training or (ii) the User Training Period has lapsed.

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10. System Availability

Task Description

This Task reflects the final Task within the Project.[2] Customizing the HxGN Connect user interface, data sharing options, and workflows can be performed directly in the HxGN Connect production tenant.

Upon completion of this Task the production HxGN Connect system is ready for use. The Customer may use the Cloud Program in production at its convenience.

Task Deliverables

- None

Task Prerequisites

- Achievement of Production Ready System

Task Assumptions

- This is the final Task of the Project, and the Customer may use in production at its convenience.

Hexagon Team Participation and Responsibilities

- None

Customer Team Participation and Responsibilities

- None

Task Acceptance Criteria

This Task is considered complete when all prior SOW tasks have been completed.

[2] For purposes of clarity, the completion of this Task constitutes “Cloud Cutover” notwithstanding any alternate connotation or meaning to the contrary within the Common Terms Glossary.

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Attachment A – Pricing Summary

HxGN Connect	Total
Cloud Program Fee	
Year 1 HxGN Connect Cloud Program Fee (Due at IOC Completion)	$30,492
Implementation Services	
HxGN Connect Implementation Services	$83,751
Recurring Cloud Program Fees	
Annual Recurring HxGN Connect Cloud Fee – Year 2	$32,017
Annual Recurring HxGN Connect Cloud Fee – Year 3	$33,617
Annual Recurring HxGN Connect Cloud Fee – Year 4	$35,298
Annual Recurring HxGN Connect Cloud Fee – Year 5	$37,063
Optional Recurring Cloud Program Fees - Years 6-10	
Annual Recurring HxGN Connect Cloud Fee – Year 6	$38,916
Annual Recurring HxGN Connect Cloud Fee – Year 7	$40,862
Annual Recurring HxGN Connect Cloud Fee – Year 8	$42,905
Annual Recurring HxGN Connect Cloud Fee – Year 9	$45,051
Annual Recurring HxGN Connect Cloud Fee – Year 10	$47,303

Pricing Assumptions:

- This offer is valid until December 20, 2024.
- The Dynamo Curriculum/E-Learning Licenses (quantity of 10) included in this pricing are for a 12-month duration to begin once the first training licenses are provided as set forth in this Statement of Work.
- Hexagon's Cloud Program Fees begin upon initial delivery of License Keys and must be renewed annually.
- Sales tax is not included in this quote. Final sales tax billed will reflect the applicable tax rates at time of sale as required by law.

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Attachment B – Payment Milestones

The payment milestones percentages below are only for the HxGN Connect described in the HxGN Connect SOW. The total fee for implementation of HxGN Connect is $83,751.

PAYMENT MILESTONE	PAYMENT (%)
Upon Completion of Task: Project Kickoff Meeting	50%
Upon Completion of Task: Address Blocker Errors from UAT	50%

HxGN Connect Cloud Program Order: For purposes of clarity, the Cloud Program Fee for the first year of the Cloud Program is $30,492 and the Cloud Program Fee for the second year of the Cloud Program is $32,017 and is due in accordance with the Agreement.

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Attachment C – Initial Project Schedule

Task Name	Duration	Business Days Since Start
Hexagon Connect – Project Plan	**106.16 days**	**0 days**
Initial Operation Capability (IOC) Phase	**38.16 days**	**2 days**
HxGN Connect Cloud Tenant Creation	**0.13 days**	**10 days**
Project Kickoff Meeting	**8 days**	**2 days**
HxGN Connect Administrator Training	**30 days**	**10.13 days**
Customer Core Team Completes Dynamo - Connect Admin Training	30 days	10.13 days
IOC Phase Completion	**30.03 days**	**10.13 days**
PM sets up the hand off meetings with the customer Tenants	0.03 days	40.13 days
Final Operation Capability (FOC) Phase	**66 days**	**40.16 days**
Configuration of HxGN Connect Program	**30 days**	**40.16 days**
Customer configures Connect	30 days	40.16 days
Configuration Consulting Session 1	1 day	44.16 days
Configuration Consulting Session 2	1 day	60.16 days
Hexagon installs the Connect Gateway for I/CAD or OCD interface connectivity	2 days	60.16 days
Connect configuration support during Customer Configuration	30 days	40.16 days
COTS Interface Product Installation and Configuration	**1 day**	**40.16 days**
User Acceptance Testing	**6 days**	**70.16 days**
Customer executes User Acceptance Testing	5 days	70.16 days
Customer Provides Blocker Error Report	1 day	75.16 days
Address Blocker Errors from UAT	**8 days**	**76.16 days**
HxGN addresses blocker errors	1 day	76.16 days
Customer Tests Resolved Blocker Errors	5 days	79.16 days
Production Ready System	**0 days**	**84.16 days**
User Training	**30 days**	**76.16 days**
Customer conducts user training	30 days	76.16 days
System Availability	**1 day**	**84.16 days**

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Attachment D – Training Courses Curriculum

The following is a list of HxGN Connect E-Learning courses offered by Hexagon:

- Dynamo Curriculum: HxGN Connect – Admin (HXTC0007)
- Dynamo Curriculum: HxGN Connect – User (HXTC0008)

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Attachment E – System Configuration Diagram

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HEXAGON

Williamson County, TX
HxGN Connect
Managed Service (SaaS) Configuration

December 2024
Client Hardware Specifications

Color Legend

- - - - Hosted services in Cloud Environment
Black – Base products
Red – Optioned products
Green – Customer-furnished products
[redacted]

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

HEXAGON

Williamson County, TX
HxGN Connect
Managed Service (SaaS) Configuration

December 2024

Color Legend

- - - - Hosted services in Cloud Environment
Black – Base products
Red – Optioned products
Green – Customer-furnished products
[redacted]

E-Learning*

Dynamo Curriculum HxGN Connect Admin **(Qty: 4)**
Dynamo Curriculum HxGN Connect User **(Qty: 6)**

**Each license lasts for one year and can be renewed upon request.*

HxGN Connect Production Cloud Tenant

[redacted]

On-Premise Environment

[redacted]

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Attachment F – Functional Specifications Matrix

This matrix is intended to provide a list of all functionality HxGN Connect can perform. Please note functionality is only available for purchased Cloud Programs that match the application listed in the bill of materials in Attachment A.

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HxGN Connect Live Share Capabilities Matrix (2024.09) – Cloud

9/30/2024

	Section
1.	About
2.	Administration
3.	Administration
4.	Administration
5.	Administration
6.	Administration
7.	Administration
8.	Administration
9.	Administration
10.	Administration
11.	Administration
12.	Administration
13.	Administration
14.	Administration
15.	Administration
16.	Administration
17.	Administration
18.	Administration

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

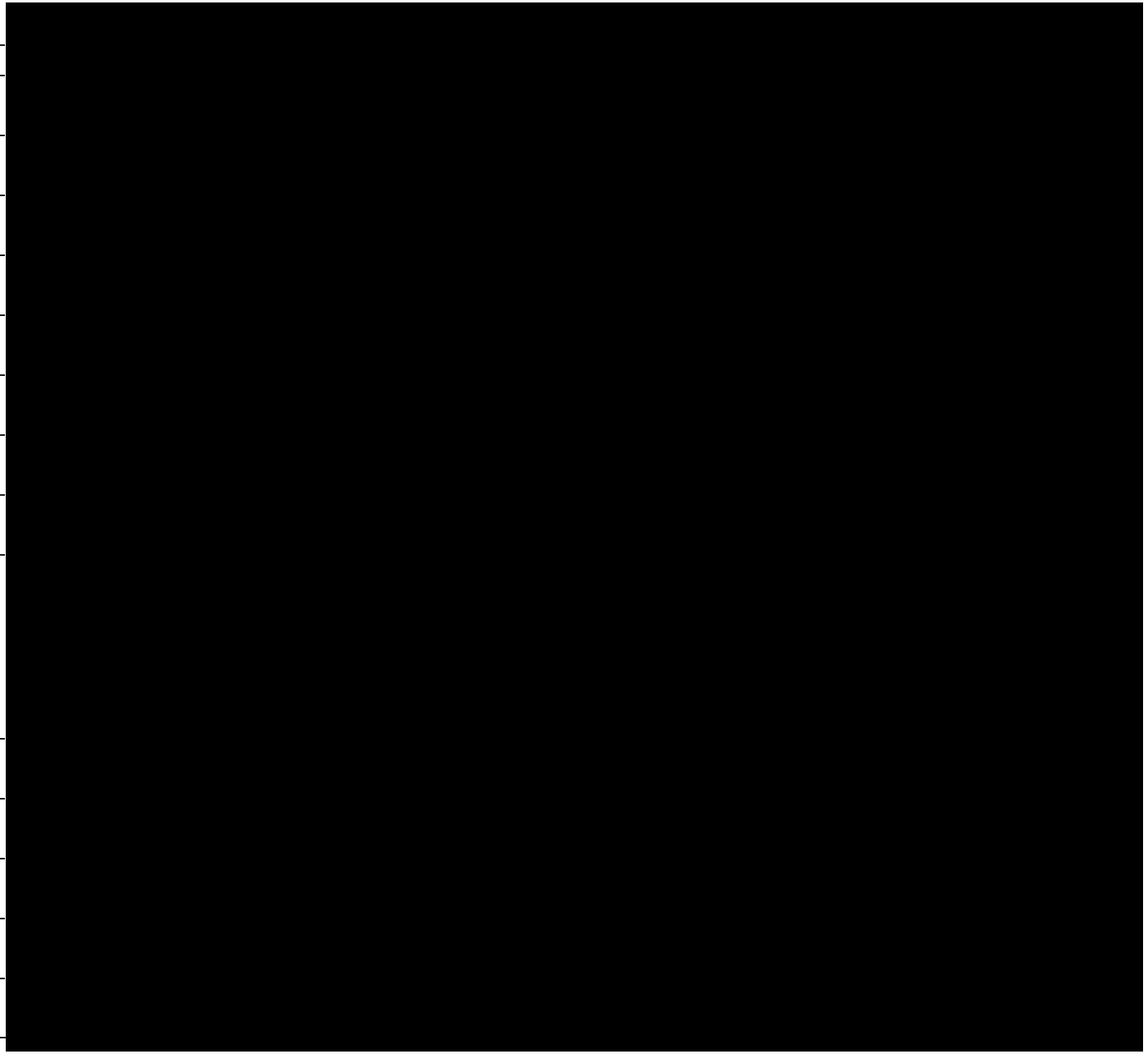
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20.	Administration	
21.	Administration	
22.	Administration	
23.	Administration	
24.	Administration	
25.	Administration	
26.	Administration	
27.	Administration	
28.	Administration	
29.	Administration	
30.	Administration	
31.	Administration	
32.	Administration	
33.	Administration	
34.	Administration	
35.	Administration	

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	Section	[redacted]
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37.	Administration	
38.	Administration	
39.	Administration	
40.	Administration	
41.	Administration	
42.	Administration	
43.	Administration	
44.	Administration	
45.	Administration	
46.	Administration	
47.	Administration	
48.	Administration	
49.	Administration	
50.	Administration	
51.	Administration	
52.	Administration	
53.	Administration	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

	Section
54.	Administration
55.	Administration
56.	Administration
57.	Administration
58.	Administration
59.	Administration
60.	Administration
61.	Administration
62.	Administration
63.	Administration
64.	Administration
65.	Administration
66.	Administration
67.	Administration

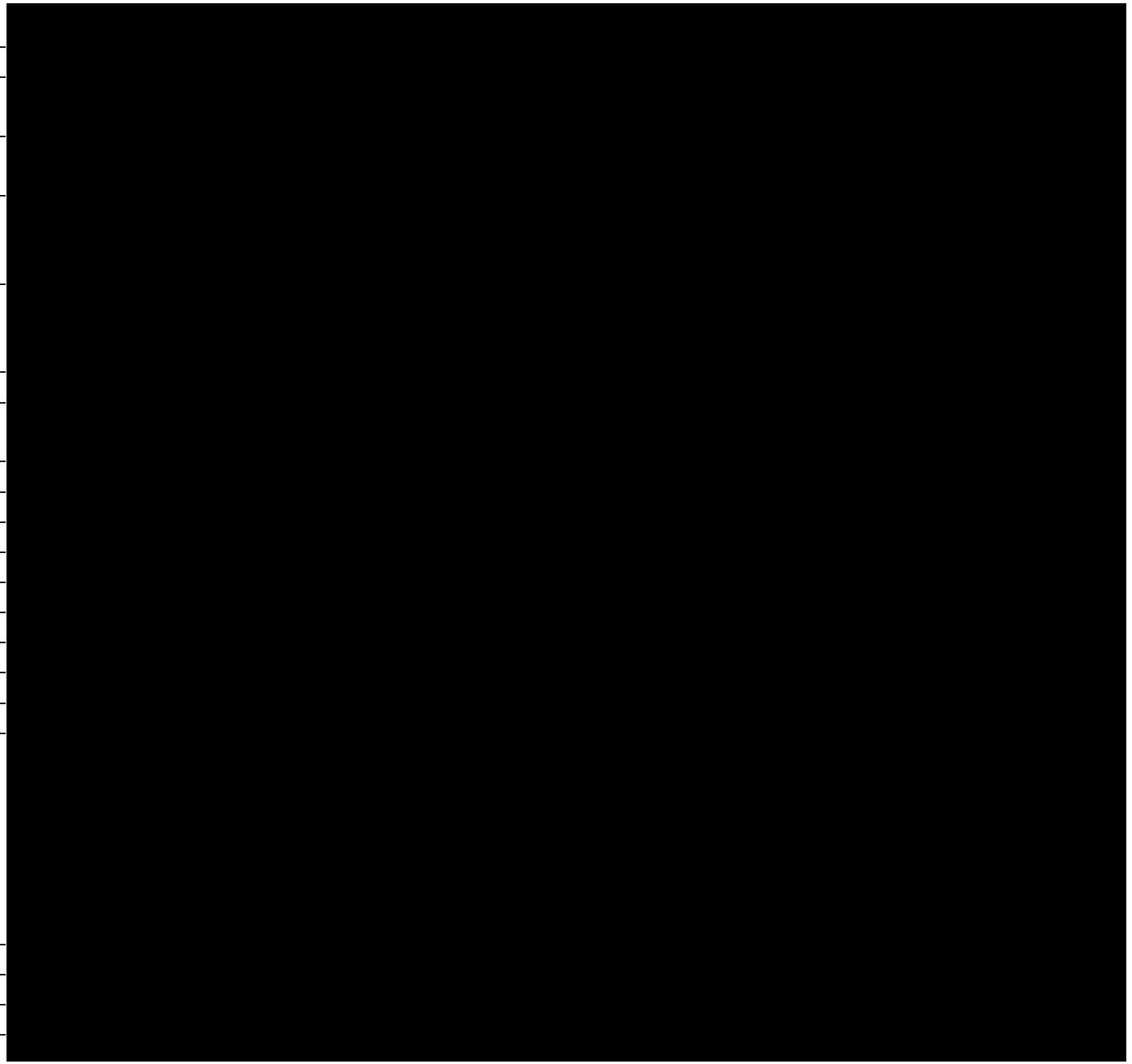


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69.	Administration	
70.	Administration	
71.	Administration	
72.	Administration	
73.	Administration	
74.	Administration	
75.	Administration	
76.	Administration	
77.	Administration	
78.	Administration	
79.	Administration	
80.	Administration	
81.	Administration	
82.	Administration	
83.	Administration	
84.	Administration	
85.	Administration	
86.	Administration	
87.	Administration	
88.	Administration	
89.	Administration	
90.	Administration	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

	Section
91.	Administration
92.	Administration
93.	Administration
94.	Administration
95.	Administration
96.	Administration
97.	Administration
98.	Alarms
99.	Alarms
100.	Alarms
101.	Alarms
102.	Alarms
103.	Alarms
104.	Alarms
105.	Alarms
106.	Alarms
107.	Alarms
108.	Alarms
109.	Alarms



Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

	Section
110.	Alarms
111.	Alarms
112.	Assets
113.	Assets
114.	Assets
115.	Assets
116.	Assets
117.	Assets
118.	Assets
119.	Assets
120.	Assets
121.	Assets
122.	Assets
123.	Assets
124.	Channel
125.	Channel
126.	Channel
127.	Channel
128.	Channel

[redacted]

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	Section
129.	Channel
130.	Channel
131.	Channel
132.	Channel
133.	Channel
134.	Channel
135.	Channel
136.	Channel
137.	Channel
138.	Channel
139.	Channel
140.	Channel
141.	Channel
142.	Channel
143.	Chat
144.	Chat
145.	Chat
146.	Chat
147.	Chat
148.	Chat
149.	Chat

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	Section
150.	Chat
151.	Chat
152.	Chat
153.	Chat
154.	Chat
155.	Chat
156.	Chat
157.	Chat
158.	Chat
159.	Devices
160.	Devices
161.	Devices
162.	Devices
163.	Devices
164.	Devices
165.	Devices
166.	Devices
167.	Devices
168.	Devices
169.	Devices
170.	Devices
171.	Facebook
172.	Help

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

	Section
173.	Image Feed
174.	IFrame
175.	Incidents
176.	Incidents
177.	Incidents
178.	Incidents
179.	Incidents
180.	Incidents
181.	Incidents
182.	Incidents
183.	Incidents
184.	Incidents
185.	Incidents
186.	Incidents

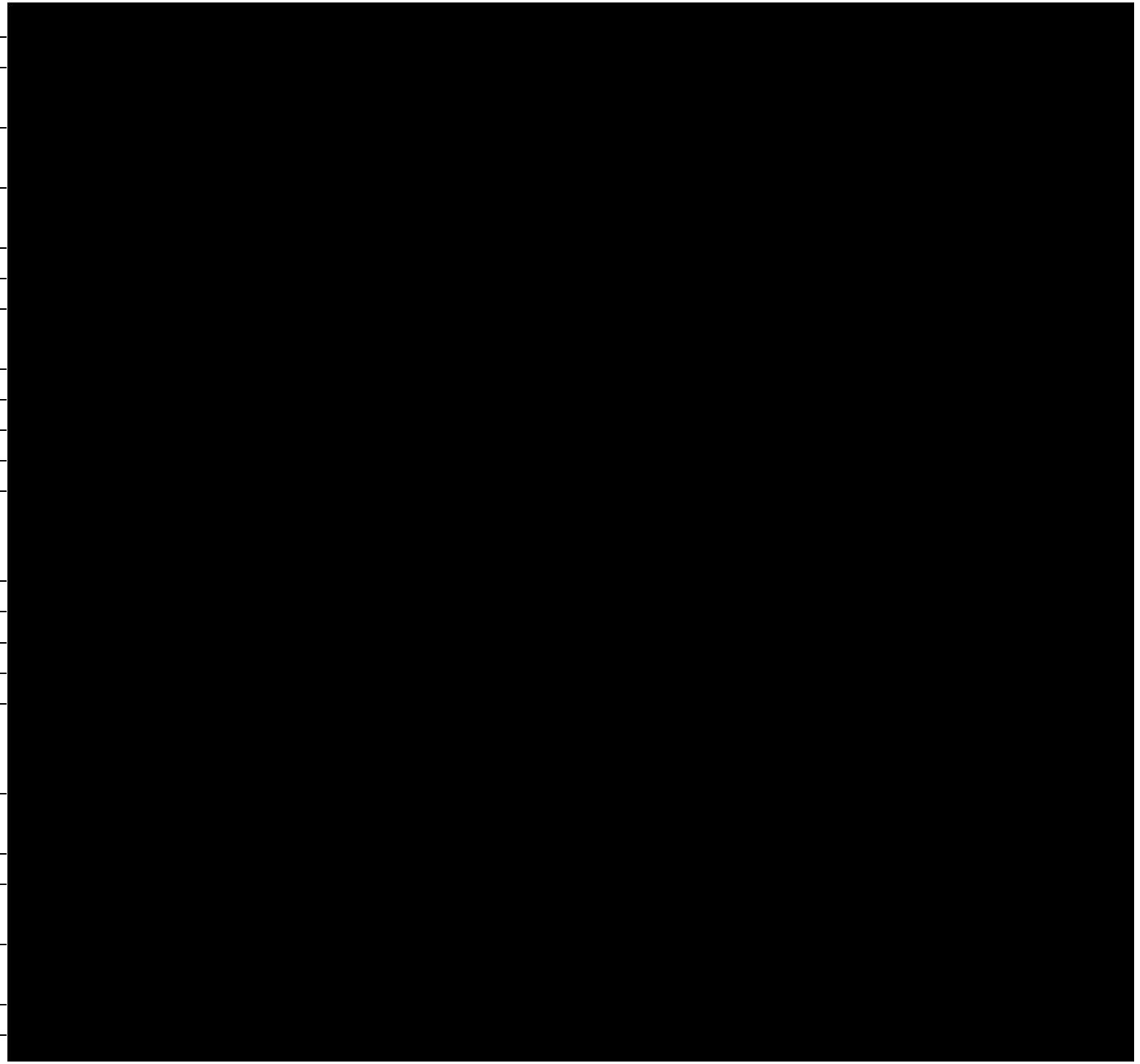
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	Section	[redacted]
187.	Incidents	
188.	Incidents	
189.	Incidents	
190.	Incidents	
191.	Incidents	
192.	Incidents	
193.	Insights	
194.	Insights	
195.	Insights	
196.	Insights	
197.	Insights	
198.	Insights	
199.	Insights	
200.	Links	
201.	Luciad	
202.	Map	

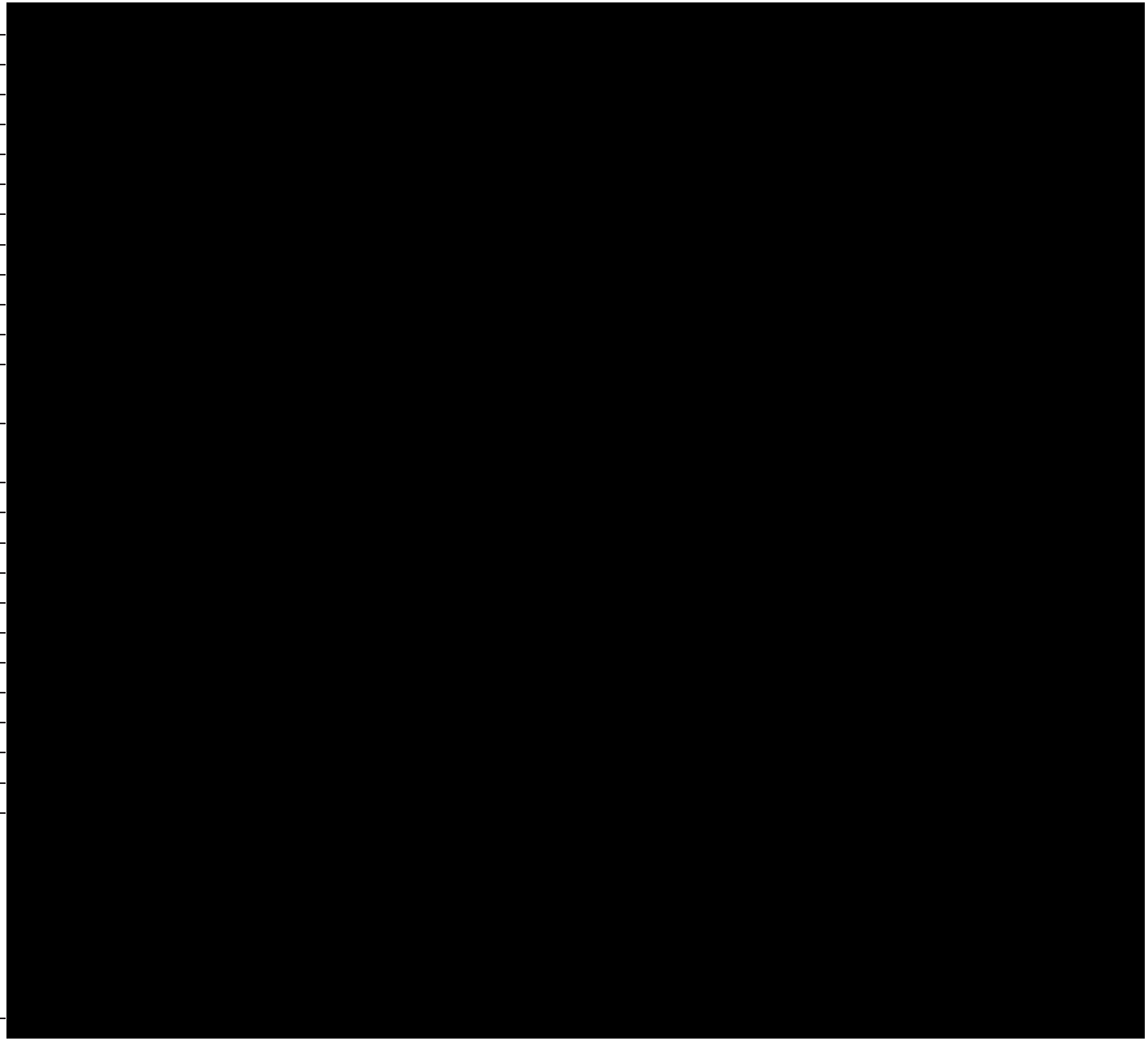
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	Section
203.	Map
204.	Map
205.	Map
206.	Map
207.	Map
208.	Map
209.	Map
210.	Map
211.	Map
212.	Map
213.	Map
214.	Map
215.	Map
216.	Map
217.	Map
218.	Notifications
219.	Notifications
220.	Notifications
221.	Notifications
222.	Notifications
223.	Notifications



Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

	Section
224.	Notes
225.	Notes
226.	Notes
227.	Notes
228.	Notes
229.	Notes
230.	Notes
231.	Notes
232.	Notes
233.	Notes
234.	Organizations
235.	RSS
236.	Shapes
237.	Shapes
238.	Shapes
239.	Shapes
240.	Shapes
241.	Shapes
242.	Shapes
243.	Shapes
244.	Shapes
245.	Shapes
246.	Shapes
247.	Shapes



Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

	Section	
248.	Shapes	
249.	Shapes	
250.	Shapes	
251.	Shapes	
252.	Shapes	
253.	Shapes	
254.	Units	
255.	Units	
256.	Units	
257.	Units	
258.	Units	
259.	Units	
260.	Units	
261.	Units	
262.	Units	
263.	Units	
264.	User Profile	
265.	User Profile	
266.	User Profile	
267.	User Profile	
268.	User Profile	
269.	User Profile	
270.	User Profile	

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	Section	[redacted]
271.	Workspace	
272.	Video	
273.	Video	
274.	Video	
275.	Video	
276.	Video	
277.	Video	
278.	Video	
279.	Video	
280.	Video	
281.	Video	
282.	Video	
283.	Video	

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

	Section
284.	Video
285.	Video
286.	Video
287.	Video
288.	Video
289.	Video
290.	Video
291.	Video
292.	Video
293.	Video
294.	Video
295.	Waze
296.	Alarms
297.	Assets
298.	Device
299.	Shapes

[redacted]

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	Section	[redacted]
300.	Incidents	
301.	Units	
302.	Video	
303.	OnCall	

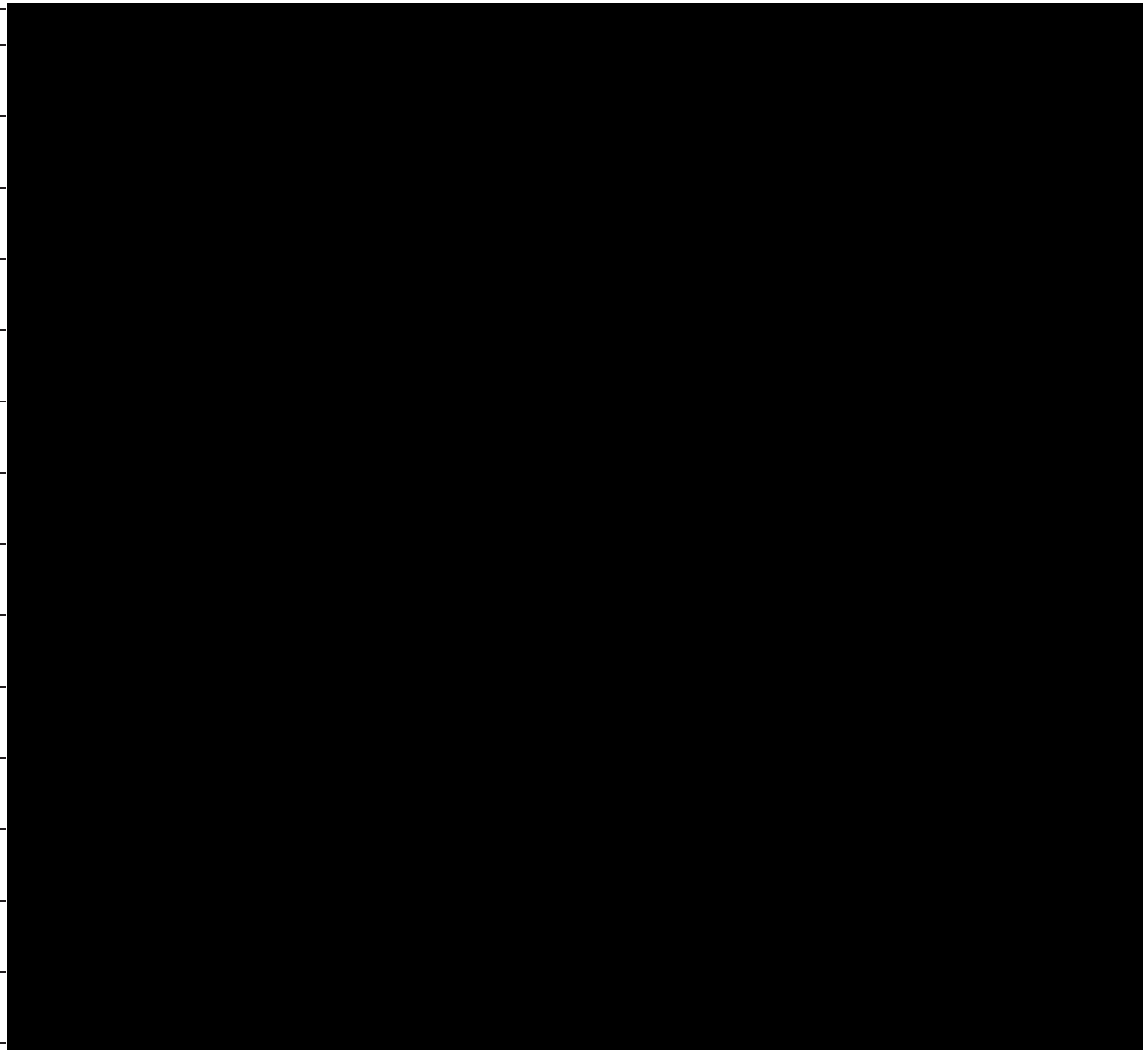
* Provisioner only – Hexagon

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HxGN Connect Live Share | Mobile (2024.09)

9/30/2024

	Section	Category
1.	Menu	Mobile
2.	Menu	Mobile
3.	Menu	Mobile
4.	Menu	Mobile
5.	Chat	Mobile
6.	Chat	Mobile
7.	Chat	Mobile
8.	Chat	Mobile
9.	Chat	Mobile
10.	Chat	Mobile
11.	Chat	Mobile
12.	Chat	Mobile
13.	Chat	Mobile
14.	Chat	Mobile



Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

	Section	Category
15.	Channel	Mobile
16.	Channel	Mobile
17.	Channel	Mobile
18.	Channel	Mobile
19.	Channel	Mobile
20.	Channel	Mobile
21.	Channel	Mobile
22.	Channel	Mobile
23.	Channel	Mobile
24.	Channel	Mobile
25.	Channel	Mobile
26.	Channel	Mobile
27.	Channel	Mobile
28.	Channel	Mobile
29.	Channel	Mobile
30.	Channel	Mobile

[redacted]

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

	Section	Category
31.	Channel	Mobile
32.	Channel	Mobile

[redacted]

HxGN Connect Interfaces Capabilities Matrix (2024.09) – On-premises

9/30/2024

	Section
1.	Gateway
2.	CSV
3.	OnCall
4.	OnCall
5.	I/CAD 9.4
6.	BLK247

[redacted]

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Attachment G – Interface Addendum

[no custom interfaces included at this time]

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Attachment H – Glossary of Terms

Capitalized terms within the SOW are defined as follows:

"Benchmark Criteria" or **"Specifications"** means the objective criteria which identifies an intended outcome as reflected in, as applicable, an ICD, a Design Document, or Software Requirements (whichever document having last addressed the functionality in question being dispositive)**.**

"Blocker Error" means a Level One Error.

"Cloud Consulting Services Order" means this Order for Cloud Consulting Services related to the Cloud Applications identified in the HxGN Connect Program Order

"Cloud Program Order" means that certain Order, which identifies the Cloud Applications and Cloud Term, executed simultaneously with this Order. For purposes of clarity, the Cloud Program Order is separate and distinct from the Cloud Consulting Services Order.

"Common Terms Glossary" means that certain collection of defined terms set forth at the link: https://www.hexagonsafetyinfrastructure.com/-/media/Legal/Hexagon/SI/TPS/CTG 06-2021.pdf **"Core Team"** means those certain Customer resources as described in Section 6.

"COTS Interfaces" means those pre-built, product delivered Interfaces specifically identified in the Order Document and the Interface Addendum (if any).

"Customer" means the organization that purchases and has a contract with Hexagon for the HxGN Connect Program. A Customer may have one Tenant (i.e., one organization) or multiple Tenants. For example, a Customer could be a police department, and it could have Tenants for each major department within the police department. In this case it is an INTRA Agency scenario, but with multiple Tenants. There could also be a Customer that is comprised of more than one organization.

"Customer Responsibilities" means (1) those specific tasks and obligations identified in the SOW as being the responsibility of the Customer and (2) those obligations, not stated in the SOW, but which would otherwise be reasonably considered as being Customer obligations and responsibilities.

"Custom Interfaces" means those Interface(s) developed as part of the Project and specifically identified in the Order Document and Interface Addendum (if any).

"Day" means a calendar day.

"Documentation" means any COTS materials describing the system or use of the system. These materials may be delivered only in electronic format, such as online help, e-learning courses, and/or other documentation files delivered with software. Custom versions of documentation will need to be quoted.

"FOC" means Final Operational Capability.

"GIS" means geographic information system

"Hexagon Project Manager" means the person authorized by Hexagon to coordinate and manage the providing of Hexagon Services and Deliverables for the Project on behalf of Hexagon, in addition to being responsible for other duties specified in the Agreement and SOW.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

"Initial Project Schedule" means the initial iteration of the Project Schedule, which is contained in Attachment C of the SOW.

"Interface Control Document" or **"ICD"** means a document reflecting the design and requirements of a Custom Interface based upon the requirements set forth in the Interface Addendum.

"IOC" means Initial Operating Capability.

"Network Infrastructure" means the provision of adequate network and internet connectivity to provide sufficient operational bandwidth for the operation of the Cloud Program in a manner consistent with the Product System Specifications together with all industry-standard network security, monitoring, and protection.

"**Permissive Errors**" means a substantially failed Test Case that would correspond to a Level Two, Level Three, or Level Four Error (as defined in the Common Terms Glossary) if the Error occurred in a live environment.

"Production Ready System" means the earlier of: the point at which the Customer is either satisfied with the testing results for the Cloud Program or the resolution of all Blocker Errors reporting during UAT.

"Project Assumptions" means assumptions regarding the Project, which are listed in the SOW. Changes in any of the assumptions will affect the scope, schedule, and/or cost of the Project.

"Project Start" means the date following mutual acceptance of the Cloud Consulting Services Order on which Hexagon communicates to the Customer the Project shall commence.

"Project Team" means the applicable Core Team and other resources assigned to provide information or services in connection with the Project, or applicable part thereof.

"Standard Interfaces" means those Interfaces specifically identified in the Interface Addendum (if any).

"Subject Matter Expert" or "SME" means a person(s) who has particular knowledge about a specific topic(s).

"System Administrator(s)" means a person or persons having the appropriate education, training, and/or experience in information technology to provide first tier support of the System.

"Task Prerequisites" means those events, Deliverables, or accomplishments that are required to occur prior to the commencement of the applicable Task, except as may otherwise be agreed by Hexagon.

"Tenant" means an organization or collection of organizations that is authorized to use HxGN Connect and is subject to the applicable provisions of the Master Terms. The Tenant need not be synonymous with the Customer,

"Updated Initial Project Schedule" means the Initial Project Schedule updated by the Parties' Project Managers during Project Initiation Task and reflecting the actual Project Start.

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Attachment I – Reserved

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Attachment J – Onboarding Worksheet

The information provided on this worksheet is required to establish a Customer Tenant account in HxGN Connect. Once the Tenant account is created, the person(s) designated as the system administrator can modify this information as needed in HxGN Connect.

Tenant Name: _____

This is the name describing the Tenant in the HxGN Connect application.
Example: *Phoenix Public Works Dept*

[redacted] (U.S. only) _____

Location: _____ _____ _____

City State Country

Primary Administrator email address: _____

The email address of the person designated as the primary system administrator for the HxGN Connect Tenant account.

Industries – Identify the industry most closely associated with your organization

Government

___ Mayor's office

___ Traffic dept

Public Safety

___ EMS/Ambulance

___ Fire Dept

___ Highway Patrol

___ Police Agency

___ Sheriff

Private and Non-Profits

___ Hospital

___ Public Works

___ Transit Company

___ Utility Company

___ Volunteer Group

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Attachment K – Cloud Service Schedule

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

CLOUD SERVICES SCHEDULE

PRODUCT:
Part: HCN1300 – Product Name: HxGN Connect Live Share

CLOUD PLATFORM PROVIDER:
[redacted]

REDUNDANCY:
[redacted]

SERVICE LEVEL:
[redacted]

SERVICE CREDIT:
10% of the monthly fee for this Cloud Application

CLOUD SERVICES SUPPORT AVAILABILITY HOURS:
[redacted]

ADDITIONAL TERMS

Capacity. The product made the subject of this Cloud Services Schedule processes, stores, and displays multimedia, documents, and other attachments as part of collaboration functionality. By purchasing the product, the Customer has purchased the capacity to upload, process, and store a maximum of [redacted] of data in the production environment, and [redacted] of data in any non-production environment, per Customer during each full year of the Cloud Term, beginning with the one year period commencing on the Cloud Program Start Date. (Partial years in the Cloud Term shall be subject to proportionately pro-rated transaction capacity limitations.) If Customer exceeds the purchased storage capacity, Hexagon may, at its election, suspend operation of the product, reduce the operation of the product, or upon Customer's continued use of the product with notice that its usage exceeds purchased capacity, invoice Customer for additional storage as necessary to provide capacity consistent with Customer's actual usage.

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

Information Sharing. The product (or related products) enables Customer, and actors and entities Customer enables, to share information from systems of record with persons and entities accessing a multi-tenant application, including persons and entities not affiliated with Customer. Through direct action of Customer, or actors and entities it enables, (such as direct adjustment of settings by Customer or agencies enabled by Customer), and/or through action of Hexagon which is directed by Customer in writing, permissions may be configured so as to grant certain information access to some tenants or users accessing the multi-tenant application and deny information access to other tenants. It will be possible to share information with persons and entities unrelated to Customer, dependent upon configuration choices. It is Customer's responsibility to assure the appropriateness and legality of sharing information with those provided access as a result of data sharing configurations made by Customer or actors it enables or made by Hexagon at the written direction of any employee or representative of Customer. By enabling information accessibility options and permissions (either directly, through actors it enables, or thorough written direction to Hexagon as aforesaid), Customer warrants that it is entitled to receive and to share the subject information with all persons and entities to whom access will be enabled, that the sharing of information violates no law or agreement to which Customer is a party, that all agreements required by applicable law or policy to enable the sharing of information are in place, and that Customer has investigated the facts and circumstances necessary to reasonably provide this warranty, including the Credential assignment policies and practices followed by tenants with whom information will be so shared.

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CLOUD SERVICES SCHEDULE

PRODUCT:
Part: HCN1301 – Product Name: HxGN Connect Live Share – Smart Advisor

CLOUD PLATFORM PROVIDER:
[redacted]

REDUNDANCY:
[redacted]

SERVICE LEVEL:
[redacted]

SERVICE CREDIT:
10% of the monthly fee for this Cloud Application

CLOUD SERVICES SUPPORT AVAILABILITY HOURS:
[redacted]

ADDITIONAL TERMS

Information Sharing. The product (or related products) enables Customer, and actors and entities Customer enables, to share information from systems of record with persons and entities accessing a multi-tenant application, including persons and entities not affiliated with Customer. Through direct action of Customer, or actors and entities it enables, (such as direct adjustment of settings by Customer or agencies enabled by Customer), and/or through action of Hexagon which is directed by Customer in writing, permissions may be configured so as to grant certain information access to some tenants or users accessing the multi-tenant application and deny information access to other tenants. It will be possible to share information with persons and entities unrelated to Customer, dependent upon configuration choices. It is Customer's responsibility to assure the appropriateness and legality of sharing information with those provided access as a result of data sharing configurations made by Customer or actors it enables or made by Hexagon at the written direction of any employee or

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

representative of Customer. By enabling information accessibility options and permissions (either directly, through actors it enables, or thorough written direction to Hexagon as aforesaid), Customer warrants that it is entitled to receive and to share the subject information with all persons and entities to whom access will be enabled, that the sharing of information violates no law or agreement to which Customer is a party, that all agreements required by applicable law or policy to enable the sharing of information are in place, and that Customer has investigated the facts and circumstances necessary to reasonably provide this warranty, including the Credential assignment policies and practices followed by tenants with whom information will be so shared.

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CLOUD SERVICES SCHEDULE

PRODUCT:
Part: HCN1307 – Product Name: HxGN Connect Interface | Incident API

CLOUD PLATFORM PROVIDER:
[redacted]

REDUNDANCY:
[redacted]

SERVICE LEVEL:
[redacted]

SERVICE CREDIT:
10% of the monthly fee for this Cloud Application

CLOUD SERVICES SUPPORT AVAILABILITY HOURS:
[redacted]

ADDITIONAL TERMS

Capacity. The product made the subject of this Cloud Services Schedule is a particular Application Programming Interface ("API") used to interface systems or applications. Each call to this API represents a transaction across the API. These transactions typically consist of requests to create, update, or delete a data record in an environment, product, or application supplied by Hexagon. For each unit of the API product purchased, Customer has purchased the capacity to process a maximum of [redacted] incident transactions in the production environment, and [redacted] incident transactions in any non-production environment across the API during each full year of the Cloud Term, beginning with the one year period commencing on the Cloud Program Start Date. (Partial years in the Cloud Term shall be subject to proportionately pro-rated transaction capacity limitations.) If Customer exceeds the purchased transaction capacity, Hexagon may, at its election, suspend operation of the API, reduce the operation of the API, or upon Customer's continued use of the API with notice that its

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

usage exceeds purchased capacity, invoice Customer for additional units of the API product as necessary to provide capacity consistent with Customer's actual usage.

Information Sharing. The product (or related products) enables Customer, and actors and entities Customer enables, to share information from systems of record with persons and entities accessing a multi-tenant application, including persons and entities not affiliated with Customer. Through direct action of Customer, or actors and entities it enables, (such as direct adjustment of settings by Customer or agencies enabled by Customer), and/or through action of Hexagon which is directed by Customer in writing, permissions may be configured so as to grant certain information access to some tenants or users accessing the multi-tenant application and deny information access to other tenants. It will be possible to share information with persons and entities unrelated to Customer, dependent upon configuration choices. It is Customer's responsibility to assure the appropriateness and legality of sharing information with those provided access as a result of data sharing configurations made by Customer or actors it enables or made by Hexagon at the written direction of any employee or representative of Customer. By enabling information accessibility options and permissions (either directly, through actors it enables, or thorough written direction to Hexagon as aforesaid), Customer warrants that it is entitled to receive and to share the subject information with all persons and entities to whom access will be enabled, that the sharing of information violates no law or agreement to which Customer is a party, that all agreements required by applicable law or policy to enable the sharing of information are in place, and that Customer has investigated the facts and circumstances necessary to reasonably provide this warranty, including the Credential assignment policies and practices followed by tenants with whom information will be so shared.

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CLOUD SERVICES SCHEDULE

PRODUCT:
Part: HCN1308 – Product Name: HxGN Connect Interface | Unit API

CLOUD PLATFORM PROVIDER:
[redacted]

REDUNDANCY:
[redacted]

SERVICE LEVEL:
[redacted]

SERVICE CREDIT:
10% of the monthly fee for this Cloud Application

CLOUD SERVICES SUPPORT AVAILABILITY HOURS:
[redacted]

ADDITIONAL TERMS

Capacity. The product made the subject of this Cloud Services Schedule is a particular Application Programming Interface ("API") used to interface systems or applications. Each call to this API represents a transaction across the API. These transactions typically consist of requests to create, update, or delete a data record in an environment, product, or application supplied by Hexagon. For each unit of the API product purchased, Customer has purchased the capacity to process a maximum of [redacted] unit transactions in the production environment, and [redacted] unit transactions in any non-production environment across the API during each full year of the Cloud Term, beginning with the one year period commencing on the Cloud Program Start Date. (Partial years in the Cloud Term shall be subject to proportionately pro-rated transaction capacity limitations.) If Customer exceeds the purchased transaction capacity, Hexagon may, at its election, suspend operation of the API, reduce the operation of the API, or upon Customer's continued use of the API with notice that its

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

usage exceeds purchased capacity, invoice Customer for additional units of the API product as necessary to provide capacity consistent with Customer's actual usage.

Information Sharing. The product (or related products) enables Customer, and actors and entities Customer enables, to share information from systems of record with persons and entities accessing a multi-tenant application, including persons and entities not affiliated with Customer. Through direct action of Customer, or actors and entities it enables, (such as direct adjustment of settings by Customer or agencies enabled by Customer), and/or through action of Hexagon which is directed by Customer in writing, permissions may be configured so as to grant certain information access to some tenants or users accessing the multi-tenant application and deny information access to other tenants. It will be possible to share information with persons and entities unrelated to Customer, dependent upon configuration choices. It is Customer's responsibility to assure the appropriateness and legality of sharing information with those provided access as a result of data sharing configurations made by Customer or actors it enables or made by Hexagon at the written direction of any employee or representative of Customer. By enabling information accessibility options and permissions (either directly, through actors it enables, or thorough written direction to Hexagon as aforesaid), Customer warrants that it is entitled to receive and to share the subject information with all persons and entities to whom access will be enabled, that the sharing of information violates no law or agreement to which Customer is a party, that all agreements required by applicable law or policy to enable the sharing of information are in place, and that Customer has investigated the facts and circumstances necessary to reasonably provide this warranty, including the Credential assignment policies and practices followed by tenants with whom information will be so shared.

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CLOUD SERVICES SCHEDULE

PRODUCT:
HCN1314 - HxGN Connect - Tennant Access

CLOUD PLATFORM PROVIDER:
[redacted]

REDUNDANCY:
[redacted]

SERVICE LEVEL:
[redacted]

SERVICE CREDIT:
No Applicable

CLOUD SERVICES SUPPORT AVAILABILITY HOURS:
[redacted]

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CLOUD SERVICES SCHEDULE

PRODUCT:
Part: HCN1317 – Product Name: HxGN Connect Smart Advisor | Incident Agents

CLOUD PLATFORM PROVIDER:
[redacted]

REDUNDANCY:
[redacted]

SERVICE LEVEL:
[redacted]

SERVICE CREDIT:
10% of the monthly fee for this Cloud Application

CLOUD SERVICES SUPPORT AVAILABILITY HOURS:
[redacted]

ADDITIONAL TERMS

Capacity. The product made the subject of this Cloud Services Schedule is a particular Application Programming Interface ("API") used to interface systems or applications. Each call to this API represents a transaction across the API. These transactions typically consist of requests to create, update, or delete a data record in an environment, product, or application supplied by Hexagon. For each unit of the API product purchased, Customer has purchased the capacity to process a maximum of [redacted] incident transactions in the production environment, and [redacted] incident transactions in any non-production environment across the API during each full year of the Cloud Term, beginning with the one year period commencing on the Cloud Program Start Date. (Partial years in the Cloud Term shall be subject to proportionately pro-rated transaction capacity limitations.) If Customer exceeds the purchased transaction capacity, Hexagon may, at its election, suspend operation of the API, reduce the operation of the API, or upon Customer's continued use of the API with notice that its

Docusign Envelope ID: 7DCA6BAC-F7DA-4880-BCC5-3B479EBAC22C

usage exceeds purchased capacity, invoice Customer for additional units of the API product as necessary to provide capacity consistent with Customer's actual usage.

Information Sharing. The product (or related products) enables Customer, and actors and entities Customer enables, to share information from systems of record with persons and entities accessing a multi-tenant application, including persons and entities not affiliated with Customer. Through direct action of Customer, or actors and entities it enables, (such as direct adjustment of settings by Customer or agencies enabled by Customer), and/or through action of Hexagon which is directed by Customer in writing, permissions may be configured so as to grant certain information access to some tenants or users accessing the multi-tenant application and deny information access to other tenants. It will be possible to share information with persons and entities unrelated to Customer, dependent upon configuration choices. It is Customer's responsibility to assure the appropriateness and legality of sharing information with those provided access as a result of data sharing configurations made by Customer or actors it enables or made by Hexagon at the written direction of any employee or representative of Customer. By enabling information accessibility options and permissions (either directly, through actors it enables, or thorough written direction to Hexagon as aforesaid), Customer warrants that it is entitled to receive and to share the subject information with all persons and entities to whom access will be enabled, that the sharing of information violates no law or agreement to which Customer is a party, that all agreements required by applicable law or policy to enable the sharing of information are in place, and that Customer has investigated the facts and circumstances necessary to reasonably provide this warranty, including the Credential assignment policies and practices followed by tenants with whom information will be so shared.

Commissioners Court - Regular Session **42.**

Meeting Date: 12/17/2024

Approval of Annual Service Contract for Critical Radio Communications Systems with Motorola Solutions for Wireless Communications

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on approving the Addendum with Motorola Solutions for the annual maintenance service contract #202586, in the amount of $701,240.18 as per cooperative contract HCAC #RA05-21 and authorize execution of the document.

Background

This Annual Service Contract with Motorola Solutions will provide the continuation of the county's mission-critical radio communication systems with 24/7/365 support and maintenance. This FY25 Motorola Service Agreement will cover Towers, Aviat and Juniper. More specifically, the contracts are specifically for the in-building signal boosters installed in critical buildings throughout the County. Tower Maintenance is for the County's fixed infrastructure tower sites and the AVIAT contract supports the microwave radio equipment located at the tower sites. Funding source is 01.0507.0507.004500. Budget, Contract Audit and General Council have approved. Origination 1047. Point of Contact is Thomas Piche. No 1295 is required as Motorola is a publicly traded company.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Motorola Addendum

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/12/2024 11:04 AM
County Judge Exec Asst.	Delia Colon	12/12/2024 02:08 PM
Form Started By: Barbi Hageman		Started On: 12/10/2024 11:55 AM
Final Approval Date: 12/12/2024		

WILLIAMSON COUNTY
ADDENDUM FOR MOTOROLA SOLUTIONS SERVICE CONTRACT

Quote #: [redacted] Contract #: USC000026317

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

THIS ADDENDUM FOR MOTOROLA SOLUTIONS SERVICES AGREEMENT is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Motorola Solutions Inc.** (hereinafter "Motorola"), both of which are referred to herein as the parties. The County agrees to engage Motorola as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

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

II.

Texas Laws Applicable to Indemnification: Customer indemnifications or statues of limitations shall be to the extent authorized under Texas law and shall follow law without modifying the County's rights.

III.

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

IV.

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

V.

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

A. This Addendum
B. As described in the attached Quote, which is incorporated herein as if copied in full:
   a. Quote #: QUOTE-2491707; Contract #: USC000026317
C. Cooperative Agreement (Contract # HGAC #RA05-21)

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

VI.

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

VII.

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

with the provisions of this section. The Customer shall give Motorola reasonable advance notice of intended audits.

VII.

Mediation: The parties agree to use mediation for dispute resolution prior to a formal legal action being taken on this Contract.

IX.

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

WILLIAMSON COUNTY:	**MOTOROLA:**
	Paul Newman
Authorized Signature	Authorized Signature
County Judge/Presiding Officer	Printed Name
Dated: _____ ____, 20____	
	Printed Name
	Dated: _____ ____, 20____

Exhibit "A"
Quote/Proposal

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [redacted]
Contract Number: USC000026317
Contract Modifier: R18-JAN-24 13:53:20

Date: 12/11/2024

Company Name:	WILLIAMSON COUNTY
Attn:	
Billing Address:	405 S MLK - BOX 1
City, State, Zip:	GEORGETOWN , TX, 78626
Customer Contact:	
Phone:	

Required P.O. :	
PO # :	
Customer # :	[redacted]
Bill to Tag # :	
Contract Start Date :	01-Oct-2024
Contract End Date :	30-Sep-2025
Payment Cycle :	MONTHLY

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	$72,624.94
	SVC01SVC1413C	ONSITE INFRASTRUCTURE RESPONSE-PREMIER	$27,770.94
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	$1,047.88
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	$0.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	$560.24
	SVC01SVC1105C	ASTRO CUSTOMER TECHNICIAN DISPATCH	$0.00
	SVC01SVC0032C	ASTRO NETWORK MONITORING-CTD	$0.00
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	$0.00
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$128,755.46
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$3,581.22
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	$466,899.50

Subtotal - Recurring Services	$58,436.68	$701,240.18
Subtotal - One-Time Event Services	$0.00	$0.00
Total		$701,240.18

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

This complies with HGAC #RA05-21

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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Chicago, IL. 60661
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Contract Modifier: R18-JAN-24 13:53:20

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE

CUSTOMER (PRINT NAME)		

MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE

MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE

Company Name :	WILLIAMSON COUNTY
Contract Number :	USC000026317
Contract Modifier :	R18-JAN-24 13:53:20
Contract Start Date :	01-Oct-2024
Contract End Date :	30-Sep-2025

MOTOROLA SOLUTIONS

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Contract Modifier: R18-JAN-24 13:53:20

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : [redacted]
Contract Number: USC000026317
Contract Modifier: R18-JAN-24 13:53:20

5.3 This Agreement pricing provided does not take into account prevailing wage requirement. Should prevailing wage regulations be applicable to this project, the pricing shall be subject to change to reflect compliance with those regulations.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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Quote Number : [redacted]
Contract Number: USC000026317
Contract Modifier: R18-JAN-24 13:53:20

Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS
12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS
13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS
Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY
During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT
All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS
17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

500 W Monroe Street
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Quote Number : [redacted]
Contract Number: USC000026317
Contract Modifier: R18-JAN-24 13:53:20

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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Quote Number : [redacted]
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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.
The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

Commissioners Court - Regular Session **43.**

Meeting Date: 12/17/2024

Approval of Amendment to contract #24RFP30 with 5F Mechanical Group Inc, for HVAC and plumbing maintenance services contract, adding FEMA Addendum for Facilities Management.

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 on approval of the Amendment which incorporates the FEMA Addendum for the contract #24RFP30 with 5F Mechanical Group Inc., approved on 4.9.2024.

Background

This item is to provide the inclusion of the FEMA Addendum for contract #23RFP30 approved on 4.9.2024, with 5F Mechanical Group Inc by adding FEMA compliant contract language. The contract is pre-positioned for use in the event of an emergency. Funding source: 01.0100.0509.004510. Department Contact: Shantil Moore and Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

TEC 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/11/2024 10:18 AM
County Judge Exec Asst.	Delia Colon	12/11/2024 10:29 AM
Form Started By: Theresa Gross		Started On: 12/09/2024 02:36 PM
Final Approval Date: 12/11/2024		

AMENDMENT TO
WILLIAMSON COUNTY SERVICE AGREEMENT
5F MECHANICAL GROUP, INC.

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

THIS AMENDMENT TO WILLIAMSON COUNTY SERVICE AGREEMENT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and 5F Mechanical Group, Inc. ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Agreement, dated effective April 09, 2024 (the "Agreement"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Agreement to include FEMA contract provisions.

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

AMENDMENT

I. The parties shall amend the Agreement to include the Williamson County Addendum for FEMA Related Purchases and Services attached herein and incorporated into the Agreement as **Exhibit A.**

II. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____

5F MECHANICAL GROUP, INC.:

_____
Authorized Signature

Steve Pauk
Printed Name

Date: _____

Exhibit "A"

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

WILLIAMSON COUNTY
ADDENDUM
FOR
FEMA RELATED PURCHASES AND SERVICES
(Required FEMA Contract Provisions)

THE UNDERSIGNED CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING FEMA REQUIRED CONTRACT PROVISIONS TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE UNDER THE CONTRACT DESCRIBED HEREINBELOW, WHICH IS BETWEEN CONTRACTOR AND WILLIAMSON COUNTY, TEXAS ("County"). CONTRACTOR AND COUNTY HEREBY AGREE THE CONTRACT SHALL BE AMENDED TO INCORPORATE THE TERMS AND CONDITIONS OF THIS ADDENDUM. AS AMENDED, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT ACCORDING TO ITS TERMS AND CONDITIONS. THIS ADDENDUM SUPERSEDES ANY AND ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER. IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THE CONTRACT AND THE TERMS AND CONDITIONS OF THIS ADDENDUM, THE FOLLOWING TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL:

SECTION I. CONTRACT REQUIREMENTS

This Contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this Contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

SECTION II. REMEDIES FOR BREACH

In addition to all other remedies included in this Contract, Contractor shall, at a minimum, be liable to the County for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this Contract. This includes without limitation, any cost incurred to remediate defects in Contactor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set forth in this contract. All remedies provided for in this Contract may be

exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

SECTION III. TERMINATION

a. *Termination for Cause:* The County reserves the right to terminate the Contract for default if Contractor breaches any of the Contract specifications, terms and conditions, including warranties of the Contractor, if any, or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

b. *Termination for Convenience:* The County may terminate the Contract for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to Contractor. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

SECTION IV. EQUAL EMPLOYMENT OPPORTUNITY

a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.

   i. Construction Work. The regulation at 41 C.F.R.§60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

b. During the performance of this Contract, the Contractor agrees as follows:

   1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation,

gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of

the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SECTION V. DAVIS-BACON ACT (*Applicable for Construction Contracts over $2,000*)

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

SECTION VI. COPELAND ANTI-KICKBACK ACT (*Applicable for Construction Contacts over $2,000*)

a. Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C.§3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

b. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate

instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

c. Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in C.F.R. § 5.122.

SECTION VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers.

b. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

e. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any of its subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (b) through (e) of this section.

ECTION VIII. RIGHTS TO INVENTION MADE UNDER A CONTRACT OR AGREEMENT

If FEMA's funding for this Contract meets the definition of "funding agreement," and Contractor work is related to the performance of experimental, developmental, or research work under that "funding agreement." Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Businesses Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FEMA.

SECTION IX. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Contracts over $150,000)*

a. Clean Air Act:

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Act:

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

SECTION X. DEBARMENT AND SUSPENSION *(Applicable to all contract of $25,000 or more)*

a. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at

2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contact that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION XI. BYRD ANTI-LOBBYING AMENDMENT (Applicable to Contracts over $100,000)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

SECTION XII. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SECTION XIII. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

b. Prohibitions:

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions:

i. This clause does not prohibit contractors from providing:

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting Requirement.

i. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the Contractor is notified of such by a subcontractor as any tier or by any other source, the Contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contact are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission od covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

SECTION XIV. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. For purposes of the clause:

i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ADDITIONAL FEMA SPECIFIC CONTRACT PROVISIONS

SECTION XV. ACCESS TO RECORDS

The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract. In addition, for contracts entered into after August 1, 2017 Under a Major Disaster or Emergency Declaration, and in compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the

County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

SECTION XVI. CONTRACT CHANGES OR MODIFICATIONS

Contractor understands that all contracts and subcontracts must include terms to address contract changes or modifications. All contract changes or modifications must be mutually agreed to in writing.

SECTION XVII. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

SECTION XVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

Contractor understands and acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

SECTION XIX. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

SECTION XX. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SECTION XXI. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

SECTION XXII. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

a. This requirement applies if the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that "funding agreement."

b. The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare

derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 20____

CONTRACTOR:

SF Mechanical Group
Name of Contractor

Authorized Signature

Steve Pack
Printed Name

Date: _____ ____, 20

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2024-1243121

Date Filed:
11/26/2024

Date Acknowledged:
12/02/2024

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

5F Mechanical Group 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.

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.

24RFP30
34RFP30 HVAC Maintenance and Repair Services for Williamson County, Texas

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

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

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24RFP30
34RFP30 HVAC Maintenance and Repair Services for Williamson County, Texas

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Schnautz, David	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is David Schnautz, and my date of birth is [redacted].

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

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

Executed in Travis County, State of Texas, on the 26th day of November (month), 2024 (year).

DocuSigned by:
[redacted]
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **44.**

Meeting Date: 12/17/2024

Approval of Amendment to the Air Conditioning Innovative Services, Inc. dba Team Services, for HVAC and plumbing maintenance services, adding FEMA Addendum for Facilities Management

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 on approval of the Amendment which incorporates the FEMA Addendum for the Services Contract #202308, approved on 6.15.2021, with Air Conditioning Innovative Services, Inc. dba Team Services under TIPS Cooperative contract #210205.

Background

This item is to provide the inclusion of the FEMA Addendum for Services Contract #202308, approved on 6.15.2021 by Air Conditioning Innovative Services, Inc. dba Team Services by adding FEMA compliant contract language. The contract is pre-positioned for use in the event of an emergency. Funding source: 01.0100.0509.004510. Department Contact: Shantil Moore and Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

TEC 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/11/2024 09:18 AM
County Judge Exec Asst.	Delia Colon	12/11/2024 10:15 AM
Form Started By: Theresa Gross		Started On: 12/10/2024 08:09 AM
Final Approval Date: 12/11/2024		

AMENDMENT TO
WILLIAMSON COUNTY MASTER SERVICE AGREEMENT
AIR CONDITIONING INNOVATIVE SOLUTIONS, INC. D/B/A TEAM SERVICES

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 AMENDMENT TO WILLIAMSON COUNTY MASTER SERVICE AGREEMENT ("Amendment") is entered into as of the last party's execution hereof, by and between Williamson County, Texas ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and Air Conditioning Innovative Services, Inc. d/b/a Team Services ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Master Service Agreement, dated effective June 15, 2021 (the "Agreement"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Agreement to include FEMA contract provisions.

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

AMENDMENT

I. The parties shall amend the Agreement to include the Williamson County Addendum For FEMA Related Purchases and Services attached herein and incorporated into the Agreement as **Exhibit A.**

II. Each party represents and warrants that it has due power and lawful authority to execute and deliver this Amendment and to perform its obligations under the Agreement; and, furthermore, the Agreement and this Amendment are the valid, binding, and enforceable obligations of such party.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____

AIR CONDITIONING INNOVATIVE SOLUTIONS, INC. D/B/A TEAM SERVICES:

_____
Authorized Signature

Larry Price, SR VP of Sales
Printed Name

Date:

Exhibit "A"

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

WILLIAMSON COUNTY
ADDENDUM
FOR
FEMA RELATED PURCHASES AND SERVICES
(Required FEMA Contract Provisions)

THE UNDERSIGNED CONTRACTOR AGREES TO COMPLY WITH THE FOLLOWING FEMA REQUIRED CONTRACT PROVISIONS TO THE EXTENT THAT SUCH PROVISIONS ARE APPLICABLE UNDER THE CONTRACT DESCRIBED HEREINBELOW, WHICH IS BETWEEN CONTRACTOR AND WILLIAMSON COUNTY, TEXAS ("County"). CONTRACTOR AND COUNTY HEREBY AGREE THE CONTRACT SHALL BE AMENDED TO INCORPORATE THE TERMS AND CONDITIONS OF THIS ADDENDUM. AS AMENDED, THE CONTRACT SHALL REMAIN IN FULL FORCE AND EFFECT ACCORDING TO ITS TERMS AND CONDITIONS. THIS ADDENDUM SUPERSEDES ANY AND ALL PRIOR UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER. IN THE EVENT THERE IS A CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THE CONTRACT AND THE TERMS AND CONDITIONS OF THIS ADDENDUM, THE FOLLOWING TERMS AND CONDITIONS OF THIS ADDENDUM SHALL CONTROL:

SECTION I. CONTRACT REQUIREMENTS

This Contract may be eligible for FEMA funding. FEMA requires inclusion of the following contract provisions for procurement under exigent or emergency circumstances. The Parties must comply with these provisions as a minimum. In the event of a conflict with other provisions in this Contract that address the same or a similar requirement, the provisions that are stricter and impose the greater duties upon Contractor shall apply.

SECTION II. REMEDIES FOR BREACH

In addition to all other remedies included in this Contract, Contractor shall, at a minimum, be liable to the County for all foreseeable damages it incurs as a result of Contractor violation or breach of the terms of this Contract. This includes without limitation, any cost incurred to remediate defects in Contactor's services and/or the additional expenses to complete Contractor's services beyond the amounts agreed to in this contract, after Contractor has had a reasonable opportunity to remediate and/or complete its services as otherwise set forth in this contract. All remedies provided for in this Contract may be

exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

SECTION III. TERMINATION

a. *Termination for Cause:* The County reserves the right to terminate the Contract for default if Contractor breaches any of the Contract specifications, terms and conditions, including warranties of the Contractor, if any, or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies the County may have at law or in equity or as may otherwise be provided hereunder. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to the County's satisfaction, and/or to meet all other obligations and requirements.

b. *Termination for Convenience:* The County may terminate the Contract for convenience and without cause or further liability, upon no less than thirty (30) calendar days written notice to Contractor. The County reserves the right to extend this period if it is in the best interest of the County. In the event the County exercises its right to terminate without cause, it is understood and agreed that only the amounts due to Contractor for goods, commodities and/or services provided, and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for the County's termination for convenience.

SECTION IV. EQUAL EMPLOYMENT OPPORTUNITY

a. The following Section (Equal Employment Opportunity) is applicable for construction contracts.

   i. Construction Work. The regulation at 41 C.F.R.§60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

b. During the performance of this Contract, the Contractor agrees as follows:

   1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation,

gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of

the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

SECTION V. DAVIS-BACON ACT (*Applicable for Construction Contracts over $2,000*)

a. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

SECTION VI. COPELAND ANTI-KICKBACK ACT (*Applicable for Construction Contacts over $2,000*)

a. Contractor. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C.§3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

b. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate

instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

c. Breach. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Contractor and subcontractor as provided in C.F.R. § 5.122.

SECTION VII. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. The following Section (Contract Work Hours and Safety Standards Act) is applicable for contracts awarded in excess of $100,000 that involve the employment of mechanics or laborers.

b. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

c. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) of this section.

d. Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (c) of this section.

e. Subcontracts. The Contractor or its subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) through (e) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any of its subcontractors or lower tier subcontractors with the clauses set forth in paragraphs (b) through (e) of this section.

SECTION VIII. RIGHTS TO INVENTION MADE UNDER A CONTRACT OR AGREEMENT

If FEMA's funding for this Contract meets the definition of "funding agreement," and Contractor work is related to the performance of experimental, developmental, or research work under that "funding agreement." Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Businesses Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FEMA.

SECTION IX. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT *(Applicable to Contracts over $150,000)*

a. Clean Air Act:

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Act:

i. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional office. The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.

SECTION X. DEBARMENT AND SUSPENSION *(Applicable to all contract of $25,000 or more)*

a. This Contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at

2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to the remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contact that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

SECTION XI. BYRD ANTI-LOBBYING AMENDMENT (Applicable to Contracts over $100,000)

a. Contractors who apply or bid for an award of more than $100,000 shall file the required certification with the County. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

SECTION XII. PROCUREMENT OF RECOVERED MATERIALS

a. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

   i. Competitively within a timeframe providing for compliance with the Contract performance schedule;

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

SECTION XIII. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

a. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

b. Prohibitions:

i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. §200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

ii. Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan agreement from the Federal Emergency Management Agency to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system, or as critical technology of any system;

2. Enter into, extend, or renew a contact to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

4. Provide, as part of its performance of this Contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications

equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions:

i. This clause does not prohibit contractors from providing:

1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

ii. By necessary implication and regulation, the prohibitions also do not apply to:

1. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

2. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting Requirement.

i. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contact performance, or the Contractor is notified of such by a subcontractor as any tier or by any other source, the Contractor shall report the information in paragraph (d)(ii) of this clause to the recipient or subrecipient, unless elsewhere in this contact are established procedures for reporting the information.

ii. The Contractor shall report the following information pursuant to paragraph (d)(i) of this clause:

1. Within one business day from the date of such identification or notification: The Contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known) supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number; or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

2. Within 10 business days of submitting the information in paragraph (d)(ii)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission od covered telecommunications equipment or services.

e. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

SECTION XIV. DOMESTIC PREFERENCES FOR PROCUREMENTS

a. As appropriate, and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

b. For purposes of the clause:

   i. Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

   ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastic and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ADDITIONAL FEMA SPECIFIC CONTRACT PROVISIONS

SECTION XV. ACCESS TO RECORDS

The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract. In addition, for contracts entered into after August 1, 2017 Under a Major Disaster or Emergency Declaration, and in compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the

County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

SECTION XVI. CONTRACT CHANGES OR MODIFICATIONS

Contractor understands that all contracts and subcontracts must include terms to address contract changes or modifications. All contract changes or modifications must be mutually agreed to in writing.

SECTION XVII. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

SECTION XVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

Contractor understands and acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

SECTION XIX. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

SECTION XX. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

SECTION XXI. AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

SECTION XXII. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS

a. This requirement applies if the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that "funding agreement."

b. The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare

derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____ ____, 20____

CONTRACTOR:

Air Conditioning Innovative Solutions, Inc. dba Team Services
Name of Contractor

Authorized Signature

Larry Price
Printed Name

Date:

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2024-1240254

Date Filed:
11/18/2024

Date Acknowledged:
12/10/2024

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

Air Conditioning Innovative Solutions, Inc.
McKinney, TX United States

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

Williamson County

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

202308-CC 9/27/22 #23
Mechanical Services MSA

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. [X]

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

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

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McKinney, TX United States

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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.
202308-CC 9/27/22 #23
Mechanical Services MSA

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. [X]

6 UNSWORN DECLARATION

My name is Kevin Self, and my date of birth is [redacted].

My address is [redacted].
(street) (city) (state) (zip code) (country)

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

Executed in COLLIN County, State of TEXAS, on the 18th day of November 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **45.**

Meeting Date: 12/17/2024

Receive the December 2024 Construction Summary Report and PowerPoint Presentation

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive the December 2024 Construction Summary Report and PowerPoint Presentation.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

December 2024 Construction Summary Report

December 2024 PowerPoint Presentation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/12/2024 08:32 AM
Form Started By: Marie Walters		Started On: 12/12/2024 07:26 AM
Final Approval Date: 12/12/2024		

ROAD BOND PROGRAM

Construction Summary Report

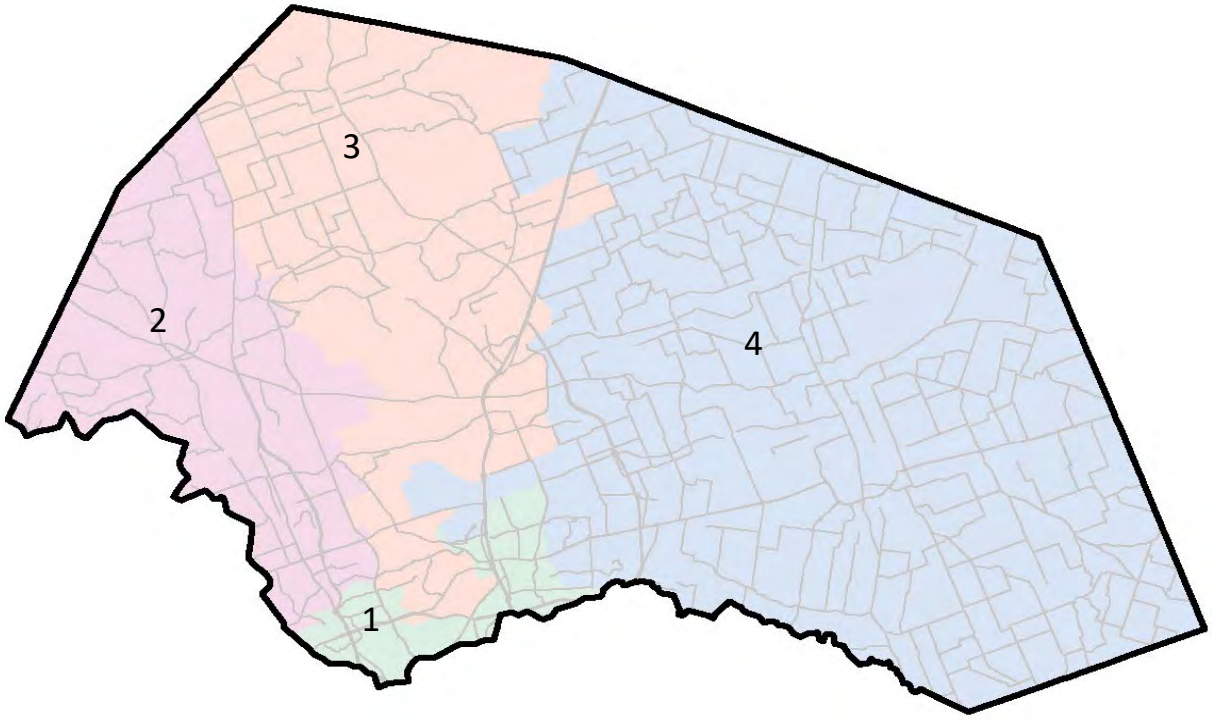
County Judge
Bill Gravell, Jr.

Commissioners
Terry Cook
Cynthia Long
Valerie Covey
Russ Boles

November 2024

WWW.WILCOTX.GOV

Volume XXIX - Issue No.11



Presented By: HNTB

Table of Contents



Completed Projects 1

PRECINCT No. 1 – Commissioner Terry Cook 5

PRECINCT No. 2 – Commissioner Cynthia Long 9

Liberty Hill (SH 29) Bypass (RM 1869 to CR 279) 13

Ronald Reagan Boulevard Widening 15

PRECINCT No. 3 – Commissioner Valerie Covey 17

CR 111 Westinghouse Road 21

Corridor H/Sam Bass Road 23

PRECINCT No. 4 – Commissioner Russ Boles 25

East Wilco Highway (Southeast Loop Segment 1, Phase 1) 29

CR 401 Reconstruction 31

East Wilco Highway (FM 3349 at US 79 (FM 3349 from US to CR 404)) 33

CR 366 (Chandler Road to Carlos G. Parker Boulevard) 37

Bud Stockton Extension (CR 305 to FM 487) 38

Corridor C / SH 29 Bypass 39

CR 129 (South of Brushy Creek to North of South County Line) 41

CR 332 Realignment (South of FM 487 to North of CR 313) 42

Bud Stockton at FM 487 Traffic Signal 43

East Wilco Highway (Southeast Loop – Segment 2) 45

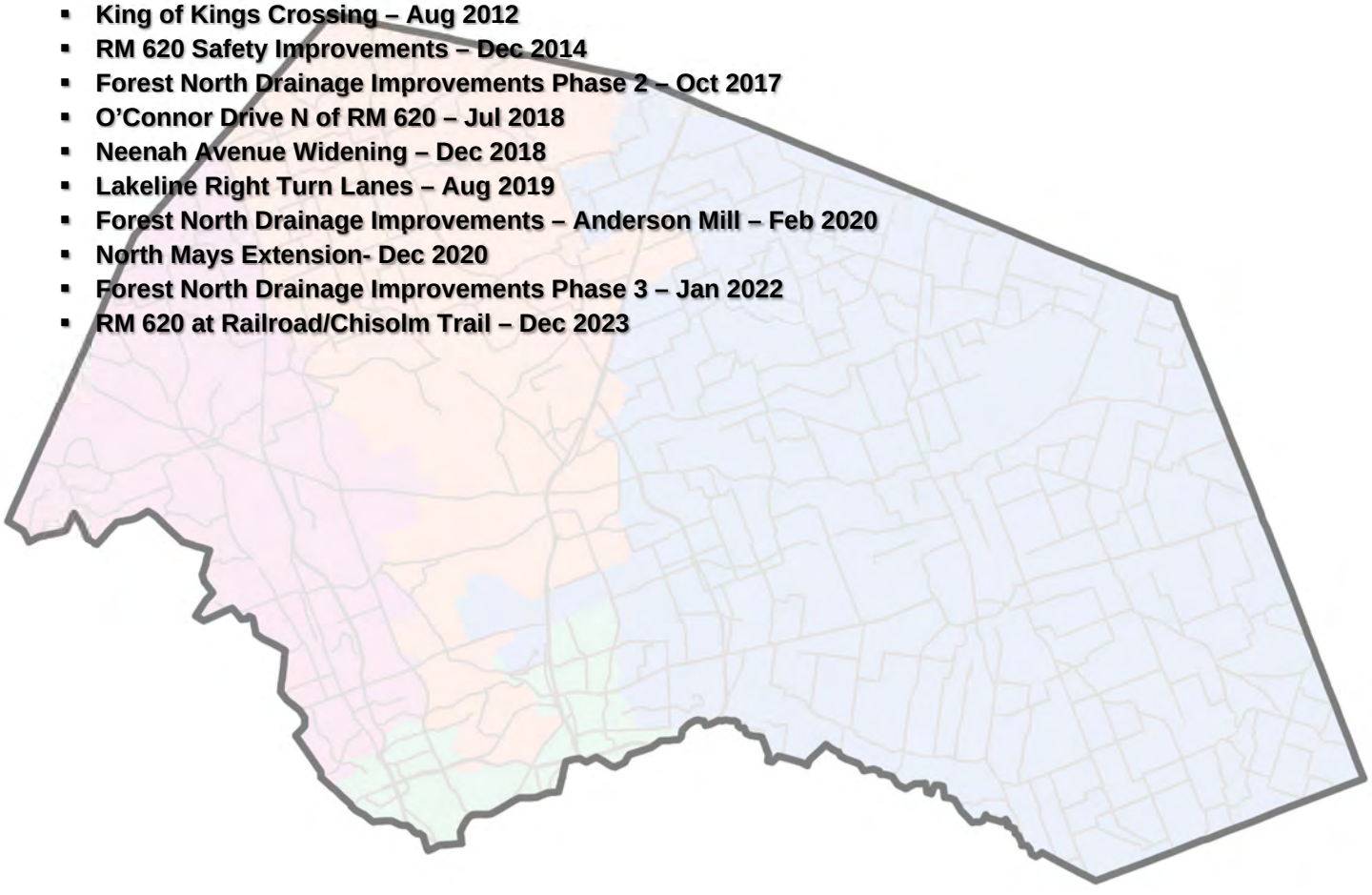
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2024

Precinct 1

- **Pond Springs Road (signal) – Apr 2002**
- **McNeil Road, Phase 1 – Jan 2005**
- **McNeil Road, Phase 2 – Feb 2007**
- **RM 620, Phase 1 – Jan 2009**
- **Pond Springs Road – Sep 2010**
- **County Road 174 at Brushy Creek – Jun 2011**
- **O'Connor Drive Extension – Apr 2012**
- **King of Kings Crossing – Aug 2012**
- **RM 620 Safety Improvements – Dec 2014**
- **Forest North Drainage Improvements Phase 2 – Oct 2017**
- **O'Connor Drive N of RM 620 – Jul 2018**
- **Neenah Avenue Widening – Dec 2018**
- **Lakeline Right Turn Lanes – Aug 2019**
- **Forest North Drainage Improvements – Anderson Mill – Feb 2020**
- **North Mays Extension- Dec 2020**
- **Forest North Drainage Improvements Phase 3 – Jan 2022**
- **RM 620 at Railroad/Chisolm Trail – Dec 2023**



WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2024

Precinct 2

- **RM 1869 at SH 29 (signal) – Aug 2002**
- **River Bend Oaks – Feb 2003**
- **County Road 175 – Jun 2003**
- **County Road 200 – Sep 2003**
- **Ronald Reagan Blvd, South Ph. 1 – Dec 2004**
- **County Road 214 – Feb 2005**
- **County Road 258 – Sep 2006**
- **San Gabriel Pkwy, Ph. 1 – Feb 2007**
- **Ronald Reagan Blvd North Ph. 1 – Mar 2007**
- **Lakeline Blvd – Jul 2007**
- **Ronald Reagan Blvd South Ph. 2 – Feb 2008**
- **US 183 at CR 274 – Feb 2008**
- **County Road 175 Phase 2A – Jan 2010**
- **US 183 at FM 3405 Traffic Signal – Mar 2010**
- **US 183 at FM 3405 Left Turn Lanes – May 2010**
- **County Road 214 Phase 2A – Jan 2011**
- **San Gabriel Parkway Ph. 2 – Oct 2011**
- **US 183 (PTF) – Apr 2012**
- **SH 29 TWLTL Liberty Hill – Dec 2012**
- **Hero Way – Feb 2013**
- **County Roads 260/266 – Apr 2013**
- **County Road 277 – Jul 2014**
- **Lakeline Blvd at US 183 – Nov 2014**
- **Lakeline Blvd Ph. 2 – Apr 2015**
- **County Road 258 – Jul 2017**
- **County Road 200 at Bold Sundown – Oct 2018**
- **Ronald Reagan at Santa Rita Ranch – Feb 2019**
- **CR 200 at SH 29 / Loop 332 – Jul 2019**
- **Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road) – Feb 2020**
- **San Gabriel Ranch Road Bridge – Mar 2020**
- **Corridor F / US 183 Planning - Jan 2021**
- **Seward Junction Improvements – Mar 2021**
- **Ronald Reagan Blvd Widening (Temporary Signals) at Santa Rita Blvd – Feb 2022**
- **CR 200 (CMTA Railroad to CR 201) – Oct 2022**
- **Ronald Reagan Safety Improvements – July 2023**
- **CR 258 Extension – Dec 2023**



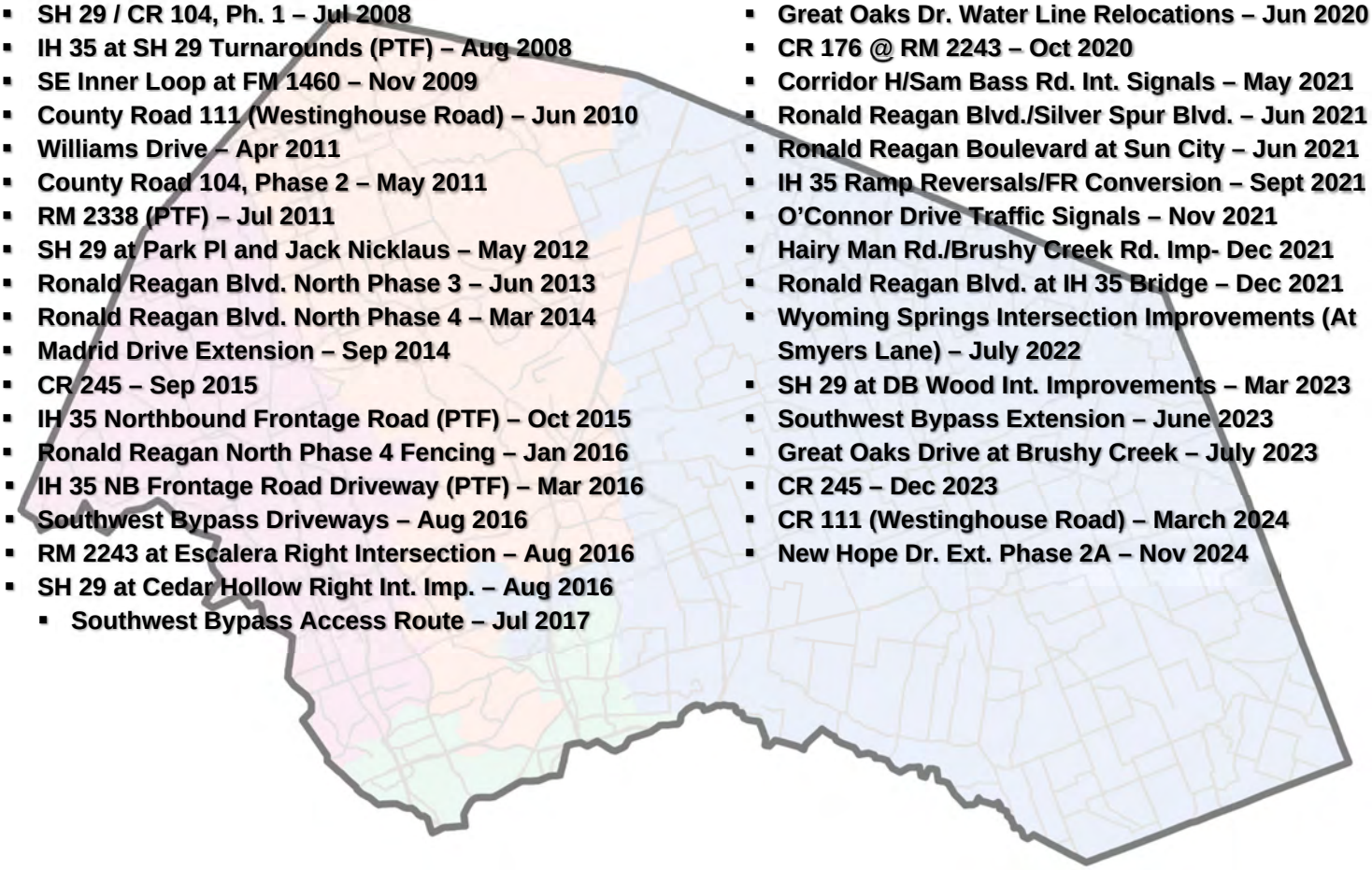
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2024

Precinct 3

- **Cedar Hollow at SH 29 (signal) – Aug 2002**
- **Georgetown Inner Loop Project 2 – Aug 2003**
- **Georgetown Inner Loop Project 1 – Jun 2004**
- **Georgetown Inner Loop East Extension – Sep 2004**
- **County Road 152 Bridge Replacement – Sep 2004**
- **Inner Loop East (CR 151 to Bus 35) – Oct 2005**
- **Ronald Reagan Blvd North, Ph. 2 – May 2008**
- **12" Water Main Relo. for SH 29 Widening – Jun 2008**
- **SH 29 / CR 104, Ph. 1 – Jul 2008**
- **IH 35 at SH 29 Turnarounds (PTF) – Aug 2008**
- **SE Inner Loop at FM 1460 – Nov 2009**
- **County Road 111 (Westinghouse Road) – Jun 2010**
- **Williams Drive – Apr 2011**
- **County Road 104, Phase 2 – May 2011**
- **RM 2338 (PTF) – Jul 2011**
- **SH 29 at Park Pl and Jack Nicklaus – May 2012**
- **Ronald Reagan Blvd. North Phase 3 – Jun 2013**
- **Ronald Reagan Blvd. North Phase 4 – Mar 2014**
- **Madrid Drive Extension – Sep 2014**
- **CR 245 – Sep 2015**
- **IH 35 Northbound Frontage Road (PTF) – Oct 2015**
- **Ronald Reagan North Phase 4 Fencing – Jan 2016**
- **IH 35 NB Frontage Road Driveway (PTF) – Mar 2016**
- **Southwest Bypass Driveways – Aug 2016**
- **RM 2243 at Escalera Right Intersection – Aug 2016**
- **SH 29 at Cedar Hollow Right Int. Imp. – Aug 2016**
- **Southwest Bypass Access Route – Jul 2017**
- **Pearson Ranch Road – Oct 2017**
- **Arterial H Extension Phase I– Feb 2018**
- **Relo. of Williamson County Regional WL – Apr 2018**
- **RM 620 Phase 2 – Jul 2018**
- **Southwest Bypass Segment 1 – Sept 2018**
- **Inner Loop Improvements – Dec 2018**
- **Neenah Ave./Pearson Ranch Rd. Signal – Jan 2019**
- **Southwest Bypass Segment 2 – Jan 2020**
- **Great Oaks Dr. Water Line Relocations – Jun 2020**
- **CR 176 @ RM 2243 – Oct 2020**
- **Corridor H/Sam Bass Rd. Int. Signals – May 2021**
- **Ronald Reagan Blvd./Silver Spur Blvd. – Jun 2021**
- **Ronald Reagan Boulevard at Sun City – Jun 2021**
- **IH 35 Ramp Reversals/FR Conversion – Sept 2021**
- **O'Connor Drive Traffic Signals – Nov 2021**
- **Hairy Man Rd./Brushy Creek Rd. Imp- Dec 2021**
- **Ronald Reagan Blvd. at IH 35 Bridge – Dec 2021**
- **Wyoming Springs Intersection Improvements (At Smyers Lane) – July 2022**
- **SH 29 at DB Wood Int. Improvements – Mar 2023**
- **Southwest Bypass Extension – June 2023**
- **Great Oaks Drive at Brushy Creek – July 2023**
- **CR 245 – Dec 2023**
- **CR 111 (Westinghouse Road) – March 2024**
- **New Hope Dr. Ext. Phase 2A – Nov 2024**



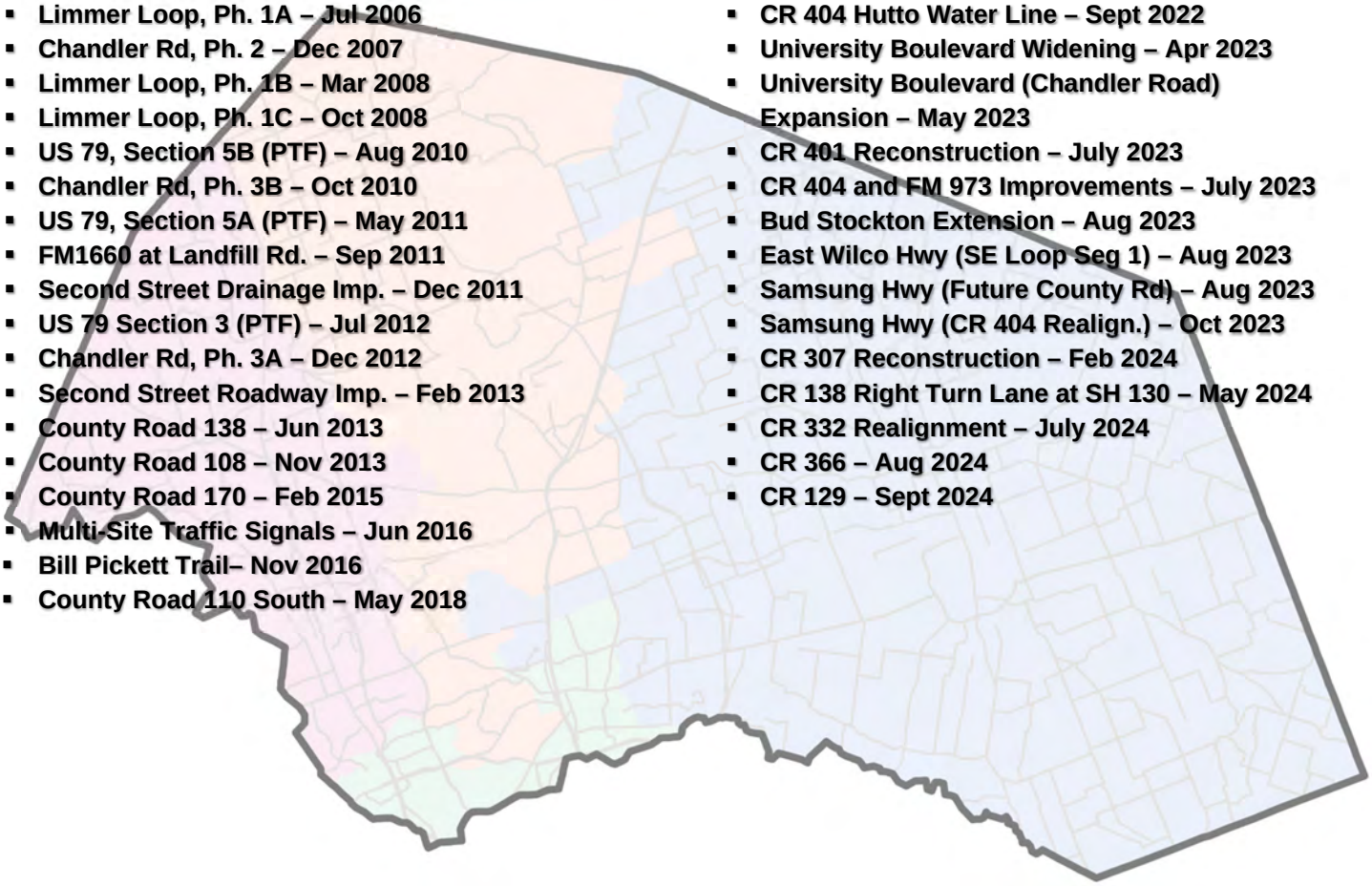
WILLIAMSON COUNTY
ROAD BOND PROGRAM

COMPLETED PROJECTS

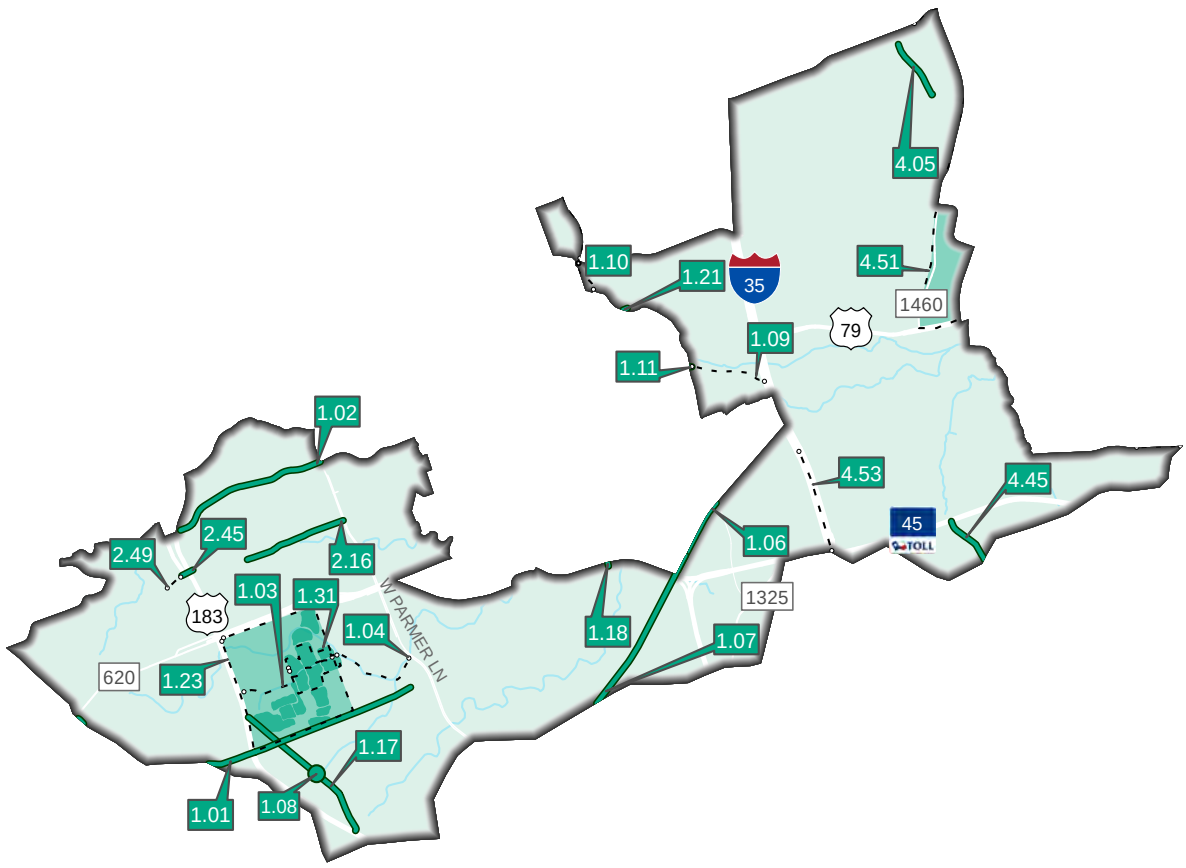
CONSTRUCTION SUBSTANTIALLY COMPLETE/OPEN TO TRAFFIC - AS OF NOVEMBER 2024

Precinct 4

- **Bridge RPLs (CR 390, 406 & 427) – Nov 2002**
- **County Road 368 and 369 – Nov 2002**
- **County Road 412 – Aug 2003**
- **County Road 300 and 301 – Dec 2003**
- **County Road 424 Bridge RPL – Jan 2004**
- **Chandler Rd. Extension, Ph. 1 – Mar 2005**
- **County Road 112, Ph. 1 – Aug 2005**
- **County Road 137 – Oct 2005**
- **Limmer Loop, Ph. 1A – Jul 2006**
- **Chandler Rd, Ph. 2 – Dec 2007**
- **Limmer Loop, Ph. 1B – Mar 2008**
- **Limmer Loop, Ph. 1C – Oct 2008**
- **US 79, Section 5B (PTF) – Aug 2010**
- **Chandler Rd, Ph. 3B – Oct 2010**
- **US 79, Section 5A (PTF) – May 2011**
- **FM1660 at Landfill Rd. – Sep 2011**
- **Second Street Drainage Imp. – Dec 2011**
- **US 79 Section 3 (PTF) – Jul 2012**
- **Chandler Rd, Ph. 3A – Dec 2012**
- **Second Street Roadway Imp. – Feb 2013**
- **County Road 138 – Jun 2013**
- **County Road 108 – Nov 2013**
- **County Road 170 – Feb 2015**
- **Multi-Site Traffic Signals – Jun 2016**
- **Bill Pickett Trail– Nov 2016**
- **County Road 110 South – May 2018**
- **County Road 119 – Mar 2019**
- **County Road 110 Middle – Oct 2020**
- **CR Paving (401, 402 & 404) – Nov 2021**
- **Thrall Project (S. Bounds Street) – Jan 2022**
- **Bartlett Project (Cotrell Street) – Feb 2022**
- **County Road 101 – Feb 2022**
- **Davilla Street Culvert Re – June 2022**
- **Coupland Project – June 2022**
- **CR 404 Hutto Water Line – Sept 2022**
- **University Boulevard Widening – Apr 2023**
- **University Boulevard (Chandler Road) Expansion – May 2023**
- **CR 401 Reconstruction – July 2023**
- **CR 404 and FM 973 Improvements – July 2023**
- **Bud Stockton Extension – Aug 2023**
- **East Wilco Hwy (SE Loop Seg 1) – Aug 2023**
- **Samsung Hwy (Future County Rd) – Aug 2023**
- **Samsung Hwy (CR 404 Realign.) – Oct 2023**
- **CR 307 Reconstruction – Feb 2024**
- **CR 138 Right Turn Lane at SH 130 – May 2024**
- **CR 332 Realignment – July 2024**
- **CR 366 – Aug 2024**
- **CR 129 – Sept 2024**



2000/2006 Road Bond Program Projects
Precinct 1 - Commissioner Cook



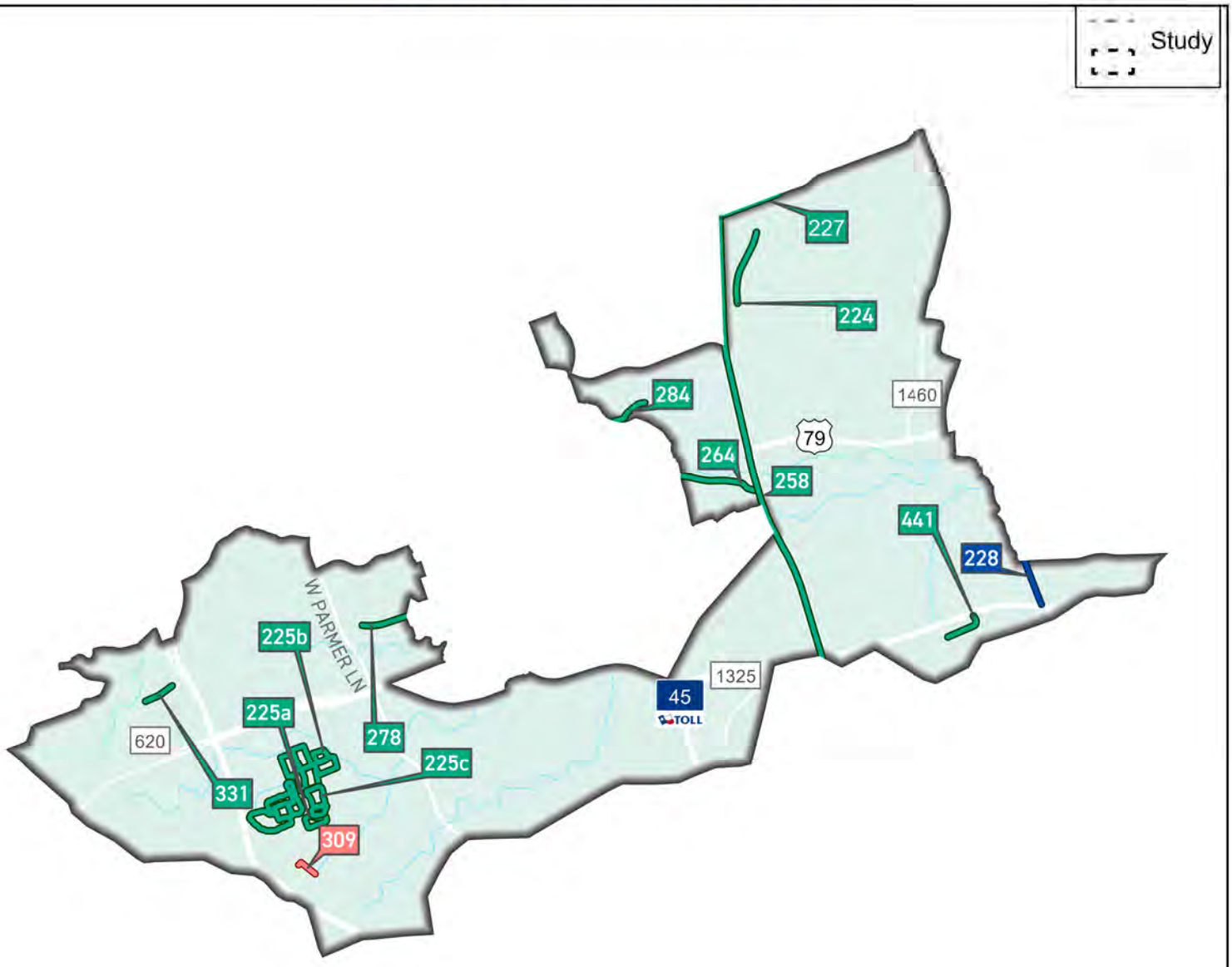
Completed/Open to Traffc

1.01 Anderson Mill Rd.
1.02 Avery Ranch Blvd. (183 to Parmer Lane)
1.03 Lake Creek Drainage - Phase 1 ----
1.04 Lake Creek Drainage - Phase 2 ----
1.06 McNeil Road - Phase 1
1.07 McNeil Road - Phase 2
1.08 Pond Springs at Turtle Rock Signal
1.09 RM 620 Feasibility ----
1.10 Wyoming Springs North ----
1.11 RM 620 Interim Improvements - Phase 1
1.17 Pond Springs Road
1.18 O'Connor Overpass at SH 45
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.23 Forest North Drainage Improvements - Phase 1
1.31 Forest North Drainage Improvements - Phase 2
1.31 Forest North Drainage Improvements - Phase 3
2.16 Lakeline Blvd. (Lyndhurst to Parmer Lane)
2.45 Lakeline Blvd. at US 183
2.49 Lakeline Blvd. Right Turn Lanes ----
4.05 CR 112 - Phase 1
4.45 CR 170
4.53 IH 35 Operational Analysis ----

Study

2013 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

309 Pond Springs Road Area Drainage Improvements

Under Construction/Bidding

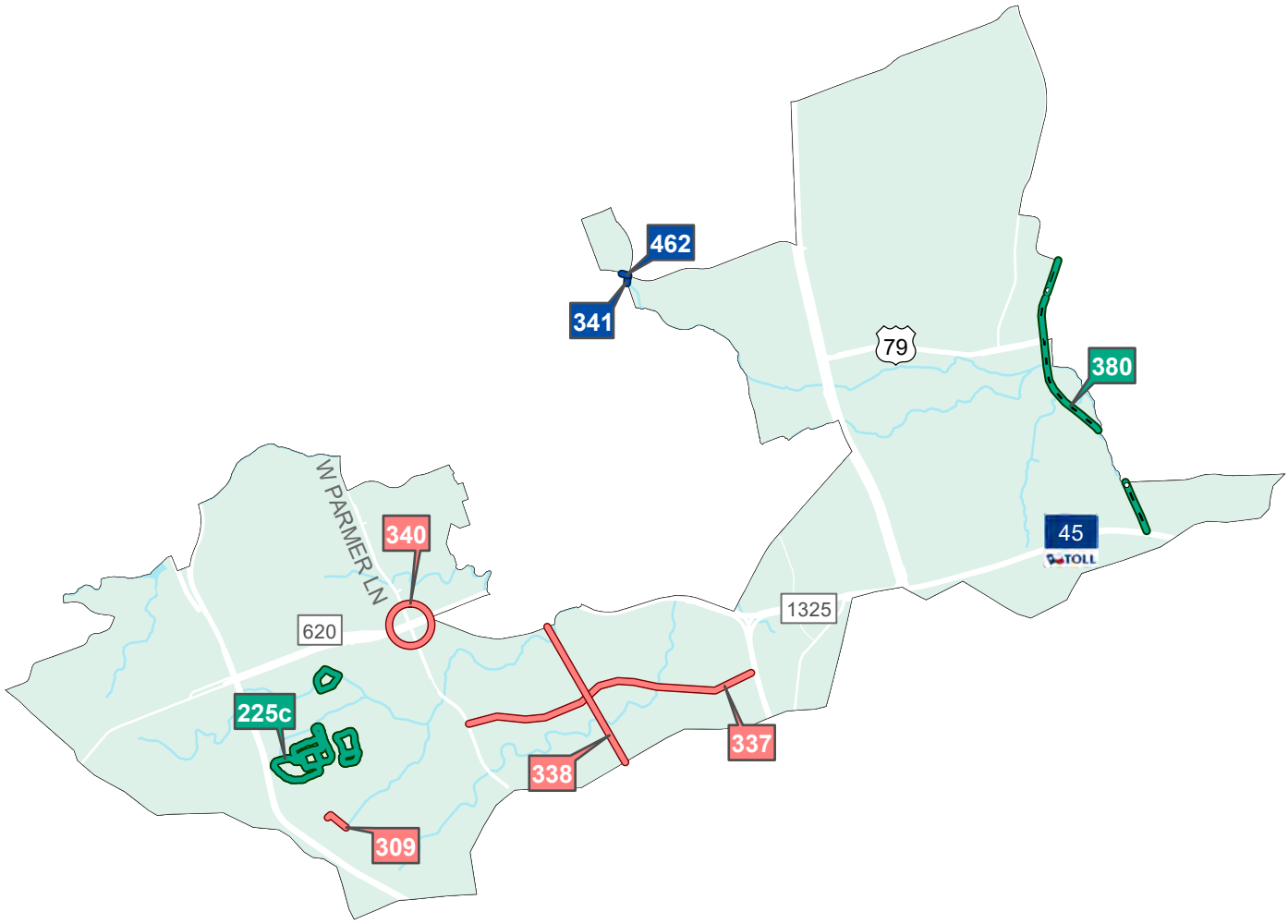
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

Completed/Open to Traffic

224 North Mays Street Extension (Paloma Drive to Oakmont Drive)
225a Forest North Drainage Improvements Anderson Mill Zone
225b Forest North Drainage Improvements Phase 2
225c Forest North Drainage Improvements Phase 3 (Design)
227 University Boulevard Widening (IH 35 to Sunrise Road)
258 IH 35 Corridor Operational Analysis (SH 45 to RM 1431)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
331 Lakeline Boulevard Right Turn Lanes
441 Roundville Lane (A.W. Grimes Boulevard to EBFR of SH 45)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 1 - Commissioner Cook



In Design

309 Pond Springs Road Area Drainage Improvements
337 Anderson Mill Road (FM734 - Loop 1)
338 Robinson Ranch Road (SH 45/RM 620 to McNeil Road)
340 Parmer Lane at SH 45 Interchange

Under Construction/Bidding

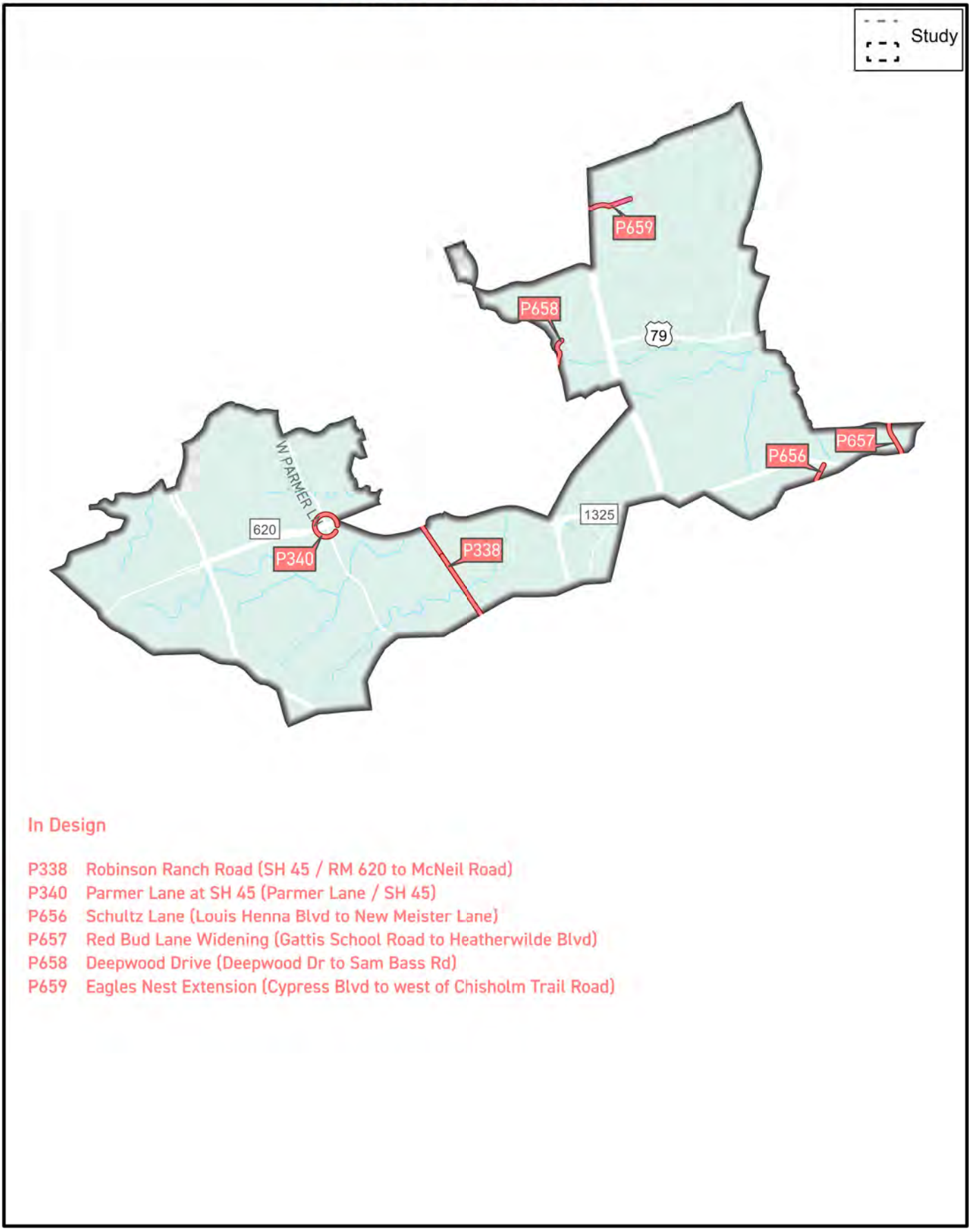
341 Wyoming Springs Extension (Brightwater Boulevard/Creek Bend to Sam Bass Road)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/Open to Traffic

225c Forest North Drainage Improvements Phase 3
380 MoKan (University Boulevard to SH 45)

2023 ROAD BOND PROGRAM PROJECTS

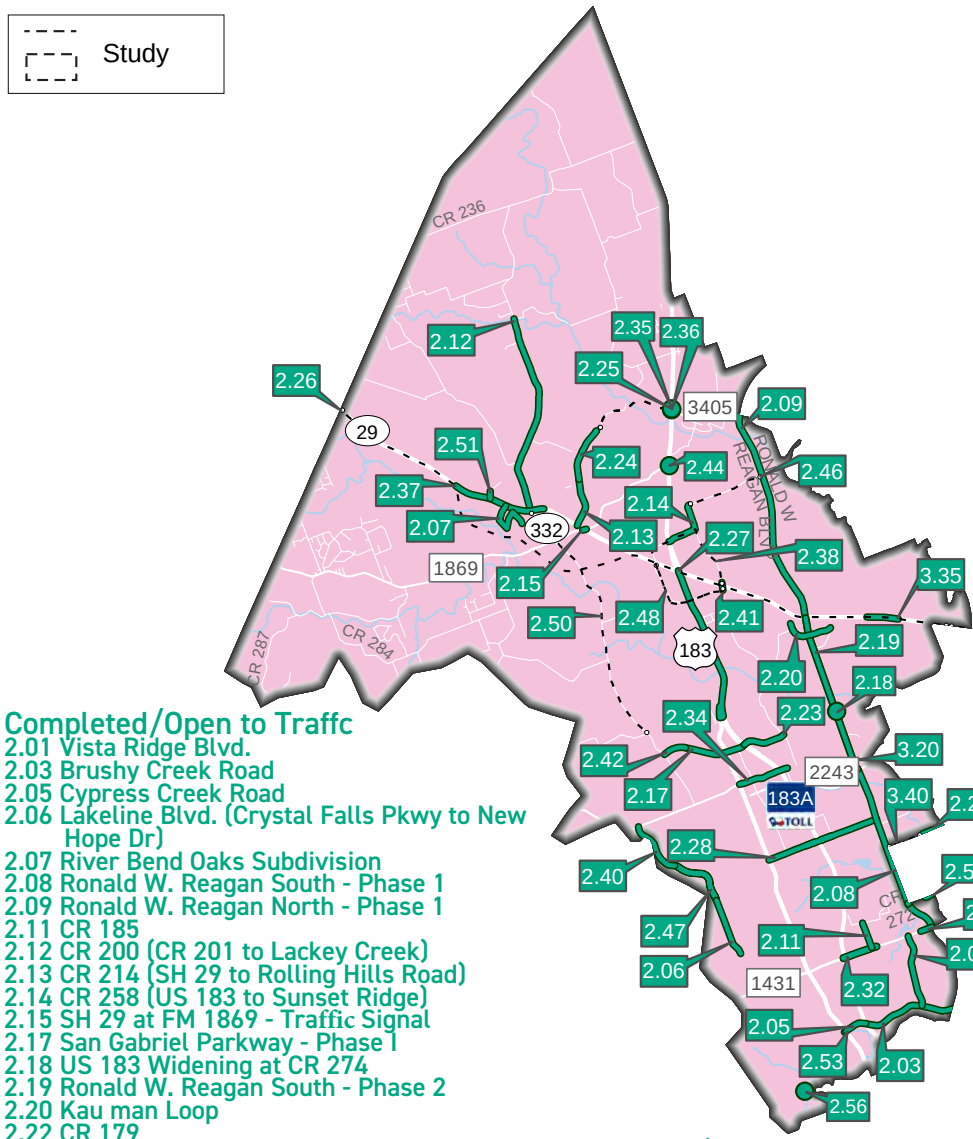
Precinct 1 - Commissioner Cook



In Design

P338 Robinson Ranch Road (SH 45 / RM 620 to McNeil Road)
P340 Parmer Lane at SH 45 (Parmer Lane / SH 45)
P656 Schultz Lane (Louis Henna Blvd to New Meister Lane)
P657 Red Bud Lane Widening (Gattis School Road to Heatherwilde Blvd)
P658 Deepwood Drive (Deepwood Dr to Sam Bass Rd)
P659 Eagles Nest Extension (Cypress Blvd to west of Chisholm Trail Road)

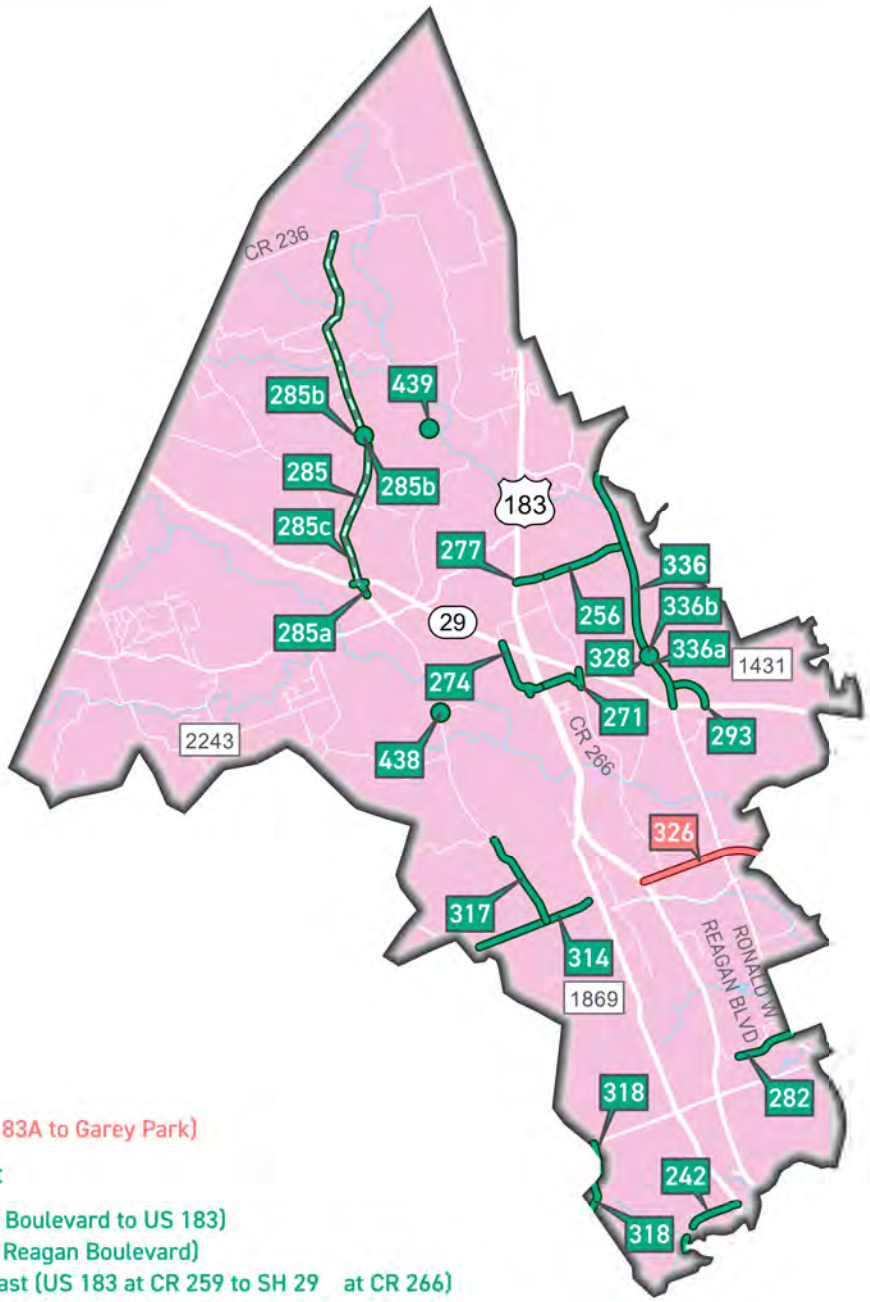
2000/2006 Road Bond Program Projects
Precinct 2 - Commissioner Long



Completed/Open to Traffc
2.01 Vista Ridge Blvd.
2.03 Brushy Creek Road
2.05 Cypress Creek Road
2.06 Lakeline Blvd. (Crystal Falls Pkwy to New Hope Dr)
2.07 River Bend Oaks Subdivision
2.08 Ronald W. Reagan South - Phase 1
2.09 Ronald W. Reagan North - Phase 1
2.11 CR 185
2.12 CR 200 (CR 201 to Lackey Creek)
2.13 CR 214 (SH 29 to Rolling Hills Road)
2.14 CR 258 (US 183 to Sunset Ridge)
2.15 SH 29 at FM 1869 - Traffic Signal
2.17 San Gabriel Parkway - Phase I
2.18 US 183 Widening at CR 274
2.19 Ronald W. Reagan South - Phase 2
2.20 Kau man Loop
2.22 CR 179
2.23 San Gabriel Parkway - Phase 2
2.24 CR 214 - Phase 2A
2.25 CR 214 - Phase 2B Schematic - - - -
2.26 SH 29 Improvements and Schematic - - - -
2.27 US 183 (PTF)
2.28 CR 272 Overlay (1st)
2.32 RM 1431
2.34 Hero Way
2.35 US 183 at FM 3405 Traffic Signal
2.36 US 183 at FM 3405 Left Turn Lanes
2.37 SH 29 TWLTL in Liberty Hill
2.38 CR 260 / CR 266 at SH 29
2.40 Lakeline Blvd. Phase 2 (Old Quarry Rd. to Old 2243)
2.41 Seward Junction Improvements - - - -
2.42 San Gabriel Parkway West
2.44 US 183 at RM 1869
2.46 CR 258 (Sunset Ridge to Reagan Blvd) (Design) - - - -
2.47 Lakeline Blvd. Phase 3 (Crystal Falls Pkwy. to Old Quarry Rd.)
2.48 Seward Junction Schematic (SE and SW) - - - -
2.50 Bagdad Rd. North Phase 2 Schematic (CR 280 to SH 29) - - - -
2.51 CR 277
2.52 RM 1431 at Parmer / Reagan CFI
2.53 Cypress Creek Road at US 183
2.54 CR 272 Overlay
2.56 Cypress Creek Road at Lakeline
2.57 Brushy Creek Road at Parmer Lane
3.20 Ronald W. Reagan South - Phase 2
3.35 SH 29 at Park Place Dr. & Jack Nicklaus Blvd.

2013 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

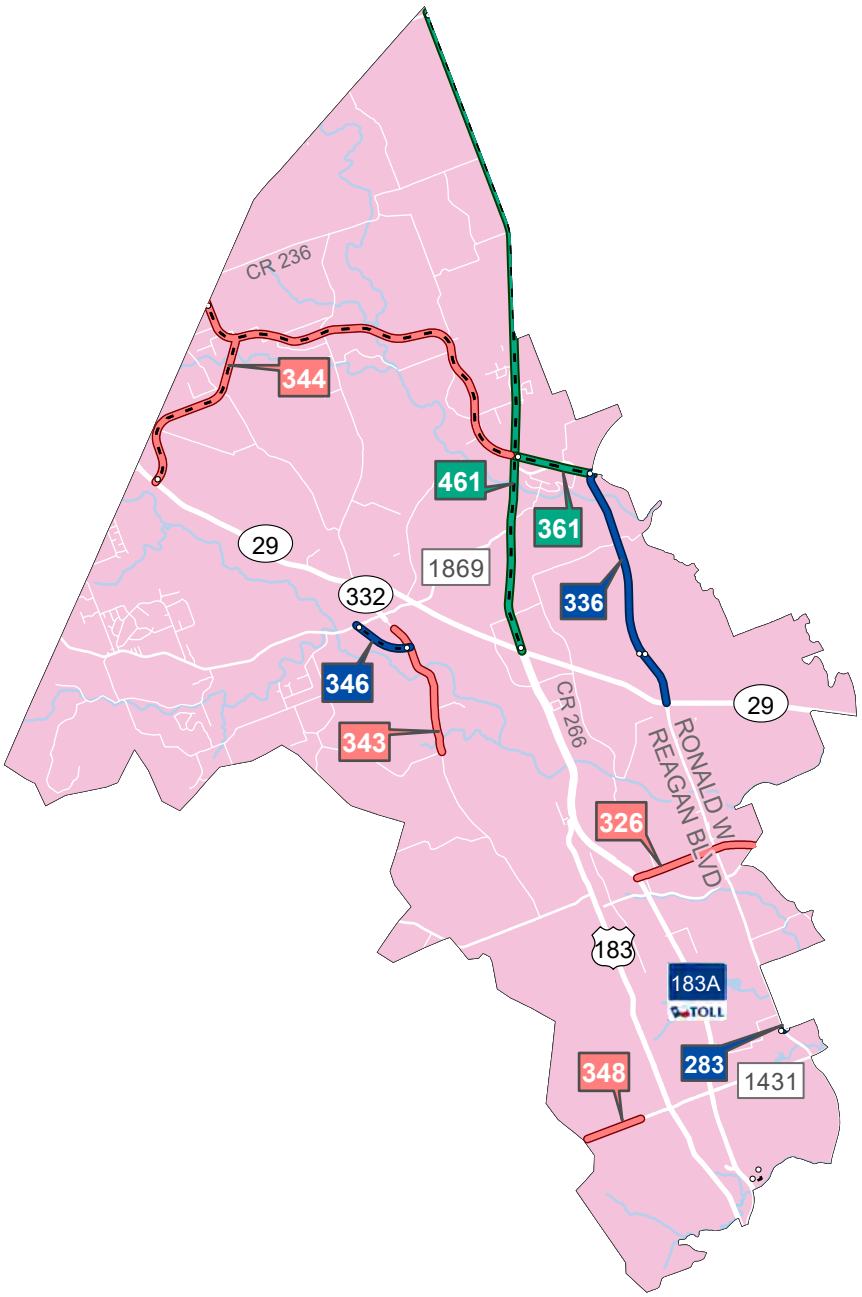
326 RM 2243 Realignment (183A to Garey Park)

Completed/Open to Traffic

242 Little Elm Trail (Lakeline Boulevard to US 183)
256 CR 258 (Sunset Ridge to Reagan Boulevard)
271 Seward Junction Southeast (US 183 at CR 259 to SH 29 at CR 266)
274 Seward Junction Southwest (SH 29 at CR 213 to US 183 at CR 259)
277 CR 258 Extension (US 183 to Sunset Ridge Drive)
282 New Hope Drive Phase 1 (Cottonwood Creek Trail to Ronald Reagan Boulevard)
285 CR 200 Study and Schematic (SH 29 to CR 236)
285a State Highway 29 Intersection at CR 200/Loop 332
285b CR 200 at Bold Sundown Left Turn Lane
285c CR 200 (CMTA Railroad to CR 201)
293 Kauffman Loop Phase 1 - Two Lanes (northeast quadrant of Reagan at SH 29)
314 Old 2243/Hero Way West (Lakeline Boulevard to west of US 183)
317 Bagdad Road North (Collaborative Way to RM 2243)
318 Anderson Mill Road (Gaspar Bend to RM 1431)
328 Ronald Reagan at Santa Rita
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405) ◦- - -◦
336a Ronald Reagan Boulevard Widening & Temp Signals at Santa Rita Boulevard
336b Ronald Reagan Safety Improvements
438 Bagdad Road (CR 279) at CR 278 (River Ranch County Park Road)
439 San Gabriel Ranch Road Bridge at Lackey Creek

2019 ROAD BOND PROGRAM PROJECTS

Precinct 2 - Commissioner Long



In Design

326 RM 2243 Realignment (183A to Garey Park)
343 Bagdad Road/ CR 279 (Loop 332 to CR 281/ Leander City Limits to Sam Bass Road)
344 Corridor I2 (Burnet County Line to US 183) ◦- - -◦
348 Whitestone Boulevard Widening (West of Anderson Mill to Bagdad Road)

Under Construction/ Bidding

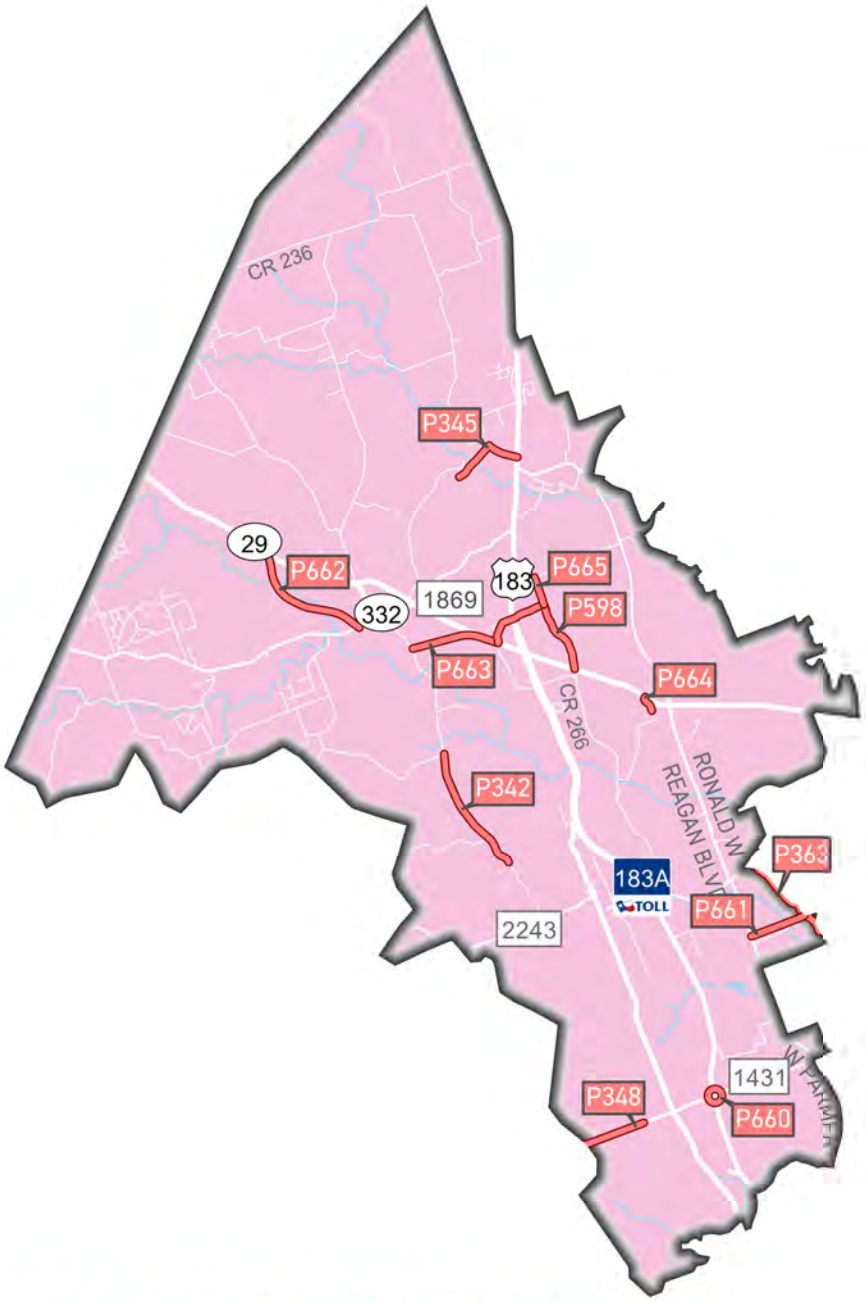
336 Ronald Reagan Boulevard Widening (SH 29 to FM 3405)
346 Liberty Hill (SH 29) Bypass (RM 1869 to CR 279)

Completed/ Open to Traffic

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
361 Corridor I1 (FM 3405) (Ronald Reagan Boulevard to US 183) ◦- - -◦
461 Corridor F/ US 183 (Williamson/Burnet County Line to SH 29) ◦- - -◦

2023 ROAD BOND PROGRAM PROJECTS

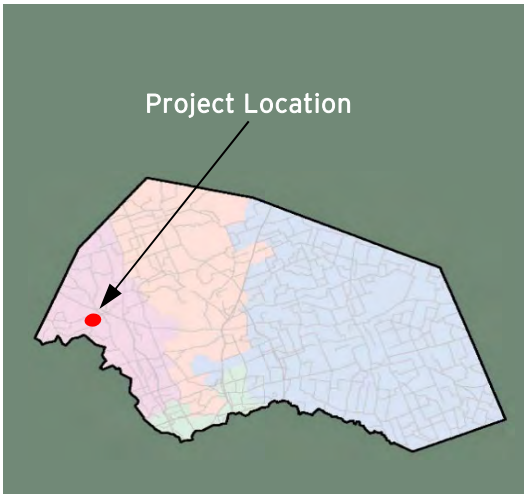
Precinct 2 - Commissioner Long



In Design

P342 Bagdad Road (North of San Gabriel Parkway to CR 281 / Leander City Limits)
P345 CR 214 (End of CR 214 to US 183)
P348 Whitestone Boulevard Widening (west of Anderson Mill to Bagdad Road)
P363 CR 175 (South of Creek Meadow Cove to RM 2243)
P598 Seward Junction Loop (SH 29/CR 260 to SH 29/CR 213)
P660 RM 1431 at 183A Intersection
P661 Crystal Falls Parkway (Ronald Reagan Blvd to CR 175)
P662 Liberty Hill Bypass West (SH 29 (west of Liberty Hill High School) to RM 1869)
P663 Liberty Hill Bypass East (Bagdad Road/CR 279 to SH 29)
P664 Kauffman Loop (SH 29 to north terminus of Kauffman Loop)
P665 CR 258 (Seward Junction Loop to CR 258 Extension)





Liberty Hill Bypass Improvements
(RM 1869 to CR 279)

Project Length: 2.316 Miles
Roadway Classification: Bagdad Road (Arterial);
Liberty Hill Bypass (Minor Arterial)

Project Schedule: February 2024 - Late 2025
Estimated Construction Cost: $14.2 Million



NOVEMBER 2024 IN REVIEW

11/1/24: Chasco Constructors continued processing subgrade for the proposed Bagdad Road widening. Subcontractor Woolery continued handrail work for both bridges.

11/8/24: Chasco formed various safety-end-treatments along Bagdad Road. Subcontractor J. Arbor continued to hydro-mulch and place soil retention blankets throughout the project.

11/15/24: Chasco began processing the subgrade for the Shared-Use Path along the west side of Bagdad Road. Subcontractor Woolery continued installing the metal beam guard fences on both bridge approaches on Liberty Hill Bypass.

11/22/24: Chasco poured concrete mow strips under the metal beam guard fence at various locations along Liberty Hill Bypass.

11/29/24: Chasco poured concrete for the Shared-Use Path and drainage ditch along the west side of Bagdad Road. Subcontractor Austin Wood Recycling completed hauling off material from the Bagdad Road widening.



Design Engineer: LJA
Contractor: Chasco Constructors
Construction Observation:
Bruce Thurin, HNTB

Williamson County
Road Bond Program

Liberty Hill Bypass (SH 29) Bypass
Project No. 24IFB15

Original Contract Price = $14,149,449.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
12/5/2023	12/12/2023	2/5/2024	2/15/2024			652		652

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/5/2024	2/29/2024	15	$1,167,168.15	$1,167,168.15	$129,685.35	$129,685.35	9	2
2	3/1/2024	3/31/2024	31	$1,206,856.44	$2,374,024.59	$134,095.16	$263,780.51	18	7
3	4/1/2024	4/30/2024	30	$1,527,575.22	$3,901,599.81	$169,730.58	$433,511.09	30	12
4	5/1/2024	5/31/2024	31	$681,539.40	$4,583,139.21	$75,726.60	$509,237.69	35	16
5	6/1/2024	6/30/2024	30	$661,450.37	$5,244,589.58	$73,494.49	$582,732.18	40	21
6	7/1/2024	7/31/2024	31	$456,995.73	$5,701,585.31	$50,777.30	$633,509.48	44	26
7	8/1/2024	8/31/2024	31	$637,416.74	$6,339,002.05	-$299,877.79	$333,631.69	46	31
8	9/1/2024	9/30/2024	30	$582,204.65	$6,921,206.70	$30,642.35	$364,274.04	50	35
9	10/1/2024	10/31/2024	31	$411,590.27	$7,332,796.97	$21,662.64	$385,936.68	53	40

11/30/2024 Comments - Chasco Constructors processed flexible base for the Bagdad Road widening. Chasco poured concrete for the Shared-Use Path along the west side of Bagdad Road and continued pouring concrete mow strips at various locations along Liberty Hill Bypass. Subcontractor Woolery installed metal beam guard fences for both bridges on Liberty Hill Bypass. Subcontractor Austin Wood Recycling completed hauling off material from the Bagdad Road widening.

Change Order Number	Approved	Cost This CO	Total COs
01	4/17/2024	$ 29,260.00	$ 29,260.00

2. Differing Site Conditions (unforeseeable) 2G: Unadjusted utility (unforeseeable): This Change Order compensates the Contractor for lowering and encasing existing water service lines to the Williamson County Adult Probation Center and Parcel 41. The service lines will be lowered and encased 2 and ½ feet below finish grade of the ditches. This will allow for water service to be maintained across the proposed roadway, allows the lines to be removed if needed for any repairs and will not compromise the roadway structure if they do need future repairs.

Change Order Number	Approved	Cost This CO	Total COs
02	6/24/2024	$ 21,500.00	$ 50,760.00

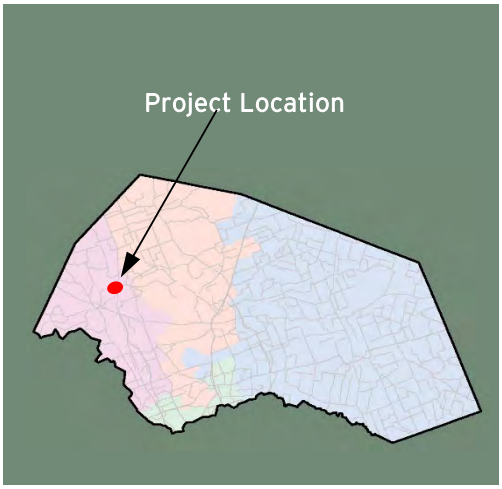
6D. Untimely ROW/Utilities. Right-of-Way not clear (County responsibility for ROW). This Change Order compensates the Contractor for clearing the PEC easement to expedite the relocation process.

Change Order Number	Approved	Cost This CO	Total COs
03	7/3/2024	$ 229,702.00	$ 280,462.00

3M. County Convenience. Other.: The City of Liberty Hill's water line project was delayed until the first quarter of 2025, Originally , this was scheduled to be clear in October of 2024. It has been decided to add the water line work to the LHB roadway project via Change Order to Williamson County's project. this will help avoid delays of the roadway construction.

Adjusted Price = $14,429,911.00





Ronald Reagan Boulevard Widening
(SH 29 to FM 3405)

Project Length: 5.217 Miles
Roadway Classification: Arterial

Project Schedule: September 2024 - Summer 2027
Estimated Construction Cost: $52.2 Million



NOVEMBER 2024 IN REVIEW



11/1/24: Chasco Constructors began processing the clay liner for Water Quality Pond 2. Subcontractor Central Texas Road Boring installed casing under existing Ronald Reagan on the south side of Santa Rita Blvd.

11/8/24: Chasco formed and poured the Bent 7 cap on the Tributary 1 Bridge and began forming the Bent 2 cap on Sowe's Branch Bridge. Subcontractor Texas Highway Walls began excavating, forming, and pouring concrete for multiple retaining wall footings by the Tributary 1 Bridge.

11/15/24: Chasco formed and poured various bent caps, concrete riprap, and backwalls for the North Fork San Gabriel River Relief Bridge. Subcontractor J. Arbor continued installing rock filter dams and erosion control fence.

11/22/24: Chasco completed the tie-in for the City of Georgetown water line at CR 258 and continued installing the water line at Tower Road.

11/29/24: Chasco formed the cast in place for Retaining Wall 4 and installed reinforced concrete pipe at various locations. Subcontractor Texas Highway Walls continued placing panels and backfilling retaining walls at Tributary 1.

Design Engineer: STV
Contractor: Chasco Constructors
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

Ronald Reagan Boulevard Widening
Project No. 24IFB57

Original Contract Price = $52,159,299.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate	Total Bid Days	Days Added	Total Days
6/25/2024	7/16/2024	8/22/2024	9/3/2024			1035		1035

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	8/23/2024	9/30/2024	28	$2,029,611.47	$2,029,611.47	$225,512.39	$225,512.39	4	3
2	10/1/2024	10/31/2024	31	$2,645,578.35	$4,675,189.82	$293,953.15	$519,465.54	10	6

11/30/2024 Comments - Chasco Constructors installed the City of Georgetown water line at Tower Road. Chasco formed and poured Bent 3 cap and the concrete riprap at Tributary 2 to Sowe's Branch Bridge and continued channel excavation at various locations. Chasco formed the footing for the cast-in-place Retaining Wall 4 and installed drainage items at various locations. Subcontractor Central Texas Road Boring continued boring and installing casing for COG water line under existing Ronald Reagan on the south side of Santa Rita Blvd, and continued boring and installing casing for COG water line under the San Gabriel River. Subcontractor Texas Highway Walls placed panels and backfilling retaining walls at Tributary 1 to Sowe's Branch Bridge.

Change Order Number	Approved	Cost This CO	Total COs
01	8/8/2179	$ 145,428.00	$ 145,428.00

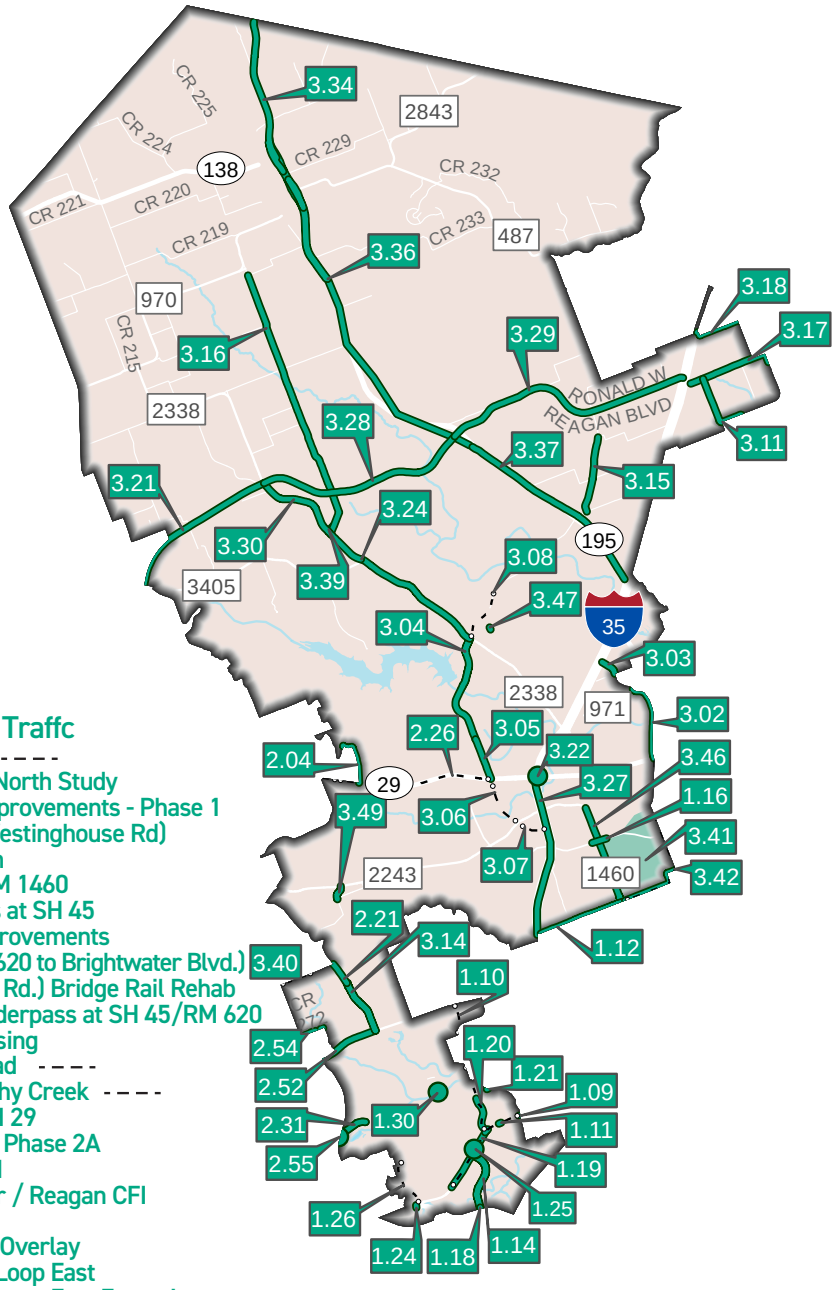
1A. Incorrect PS&E: This Change Order adds water line items to the Contract for the change in pipe classification, due to a discrepancy between the plan set and the bid form, as well as additional tonnage for an extra 18-inch fitting that was not accounted for in the original plans.

Change Order Number	Approved	Cost This CO	Total COs
02	11/26/2024	$ 29,362.00	$ 174,790.00

1A. Incorrect PS&E. This Change Order adds an item for encasement pipe to house the water line underneath a crossing of Ronald Reagan Blvd. that is called out in the plans but not included in the bid tabs.

Adjusted Price = $52,334,089.00

2000/2006 Road Bond Program Projects
Precinct 3 - Commissioner Covey

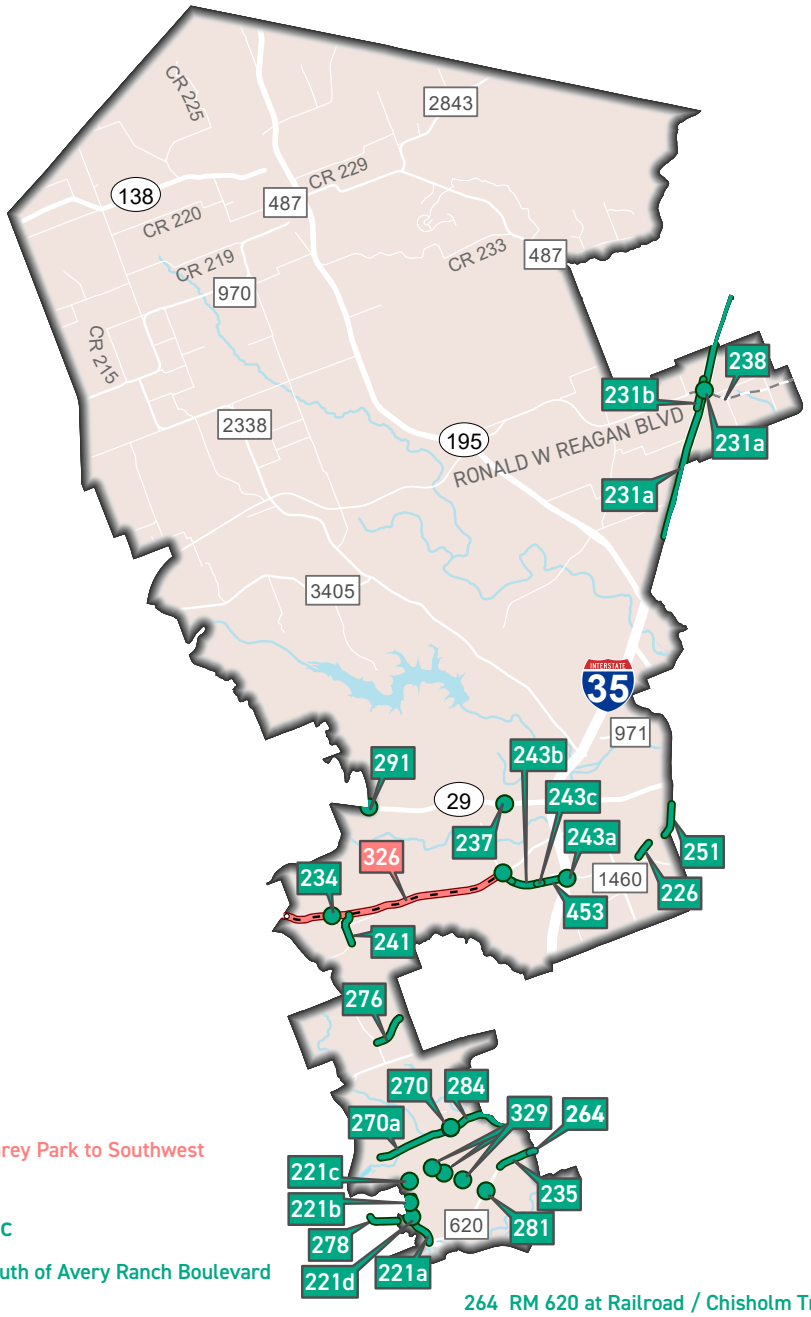


Completed/Open to Traffc

1.09 RM 620 Feasibility - - - -
1.10 Wyoming Springs North Study
1.11 RM 620 Interim Improvements - Phase 1
1.12 CR 111/CR 105 (Westinghouse Rd)
1.14 O'Connor Extension
1.16 SE Inner Loop at FM 1460
1.18 O'Connor Overpass at SH 45
1.19 RM 620 Safety Improvements
1.20 Wyoming Springs (620 to Brightwater Blvd.)
1.21 CR 174 (Hairy Man Rd.) Bridge Rail Rehab
1.24 Pearson Ranch Underpass at SH 45/RM 620
1.25 King of Kings Crossing
1.26 Pearson Ranch Road - - - -
1.30 Great Oaks at Brushy Creek - - - -
2.04 Cedar Hollow at SH 29
2.21 CR 175 Extension - Phase 2A
2.31 Brushy Creek Road
2.52 RM 1431 at Parmer / Reagan CFI
2.54 CR 272 Overlay
2.55 Brushy Creek East Overlay
3.02 Georgetown Inner Loop East
3.03 Georgetown Inner Loop East Extension
3.04 Georgetown Inner Loop - Project 1
3.05 Georgetown Inner Loop - Project 2
3.06 Georgetown Inner Loop - Project 3 - - - -
3.07 Georgetown Inner Loop - Project 4 - - - -
3.08 Georgetown Inner Loop - Project 5 - - - -
3.11 CR 145
3.14 CR 175
3.15 CR 234
3.16 CR 245
3.17 CR 311
3.18 CR 314
3.21 Ronald W. Reagan North - Phase 2
3.22 IH 35 at SH 29 Turnarounds (PTF)
3.24 Williams Drive (RM 2338)
3.27 IH 35 Northbound Frontage Rd. and Ramps
3.28 Ronald W. Reagan North - Phase 3
3.29 Ronald W. Reagan North - Phase 4
3.30 RM 2338 (PTF)
3.34 SH 195 Project 1
3.36 SH 195 Project 2
3.37 SH 195 Project 3
3.39 CR 245 Realignment
3.40 CR 179 - - - -
3.41 CR 110 / Arterial A Study (design)
3.42 CR 111 / CR 105 Westinghouse Rd. (FM 1460 to SH 130) (Design)
3.46 FM 1460 North
3.47 Madrid Drive Extension
3.49 CR 176 At RM 2243 - Intersection/Safety Improvements

2013 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

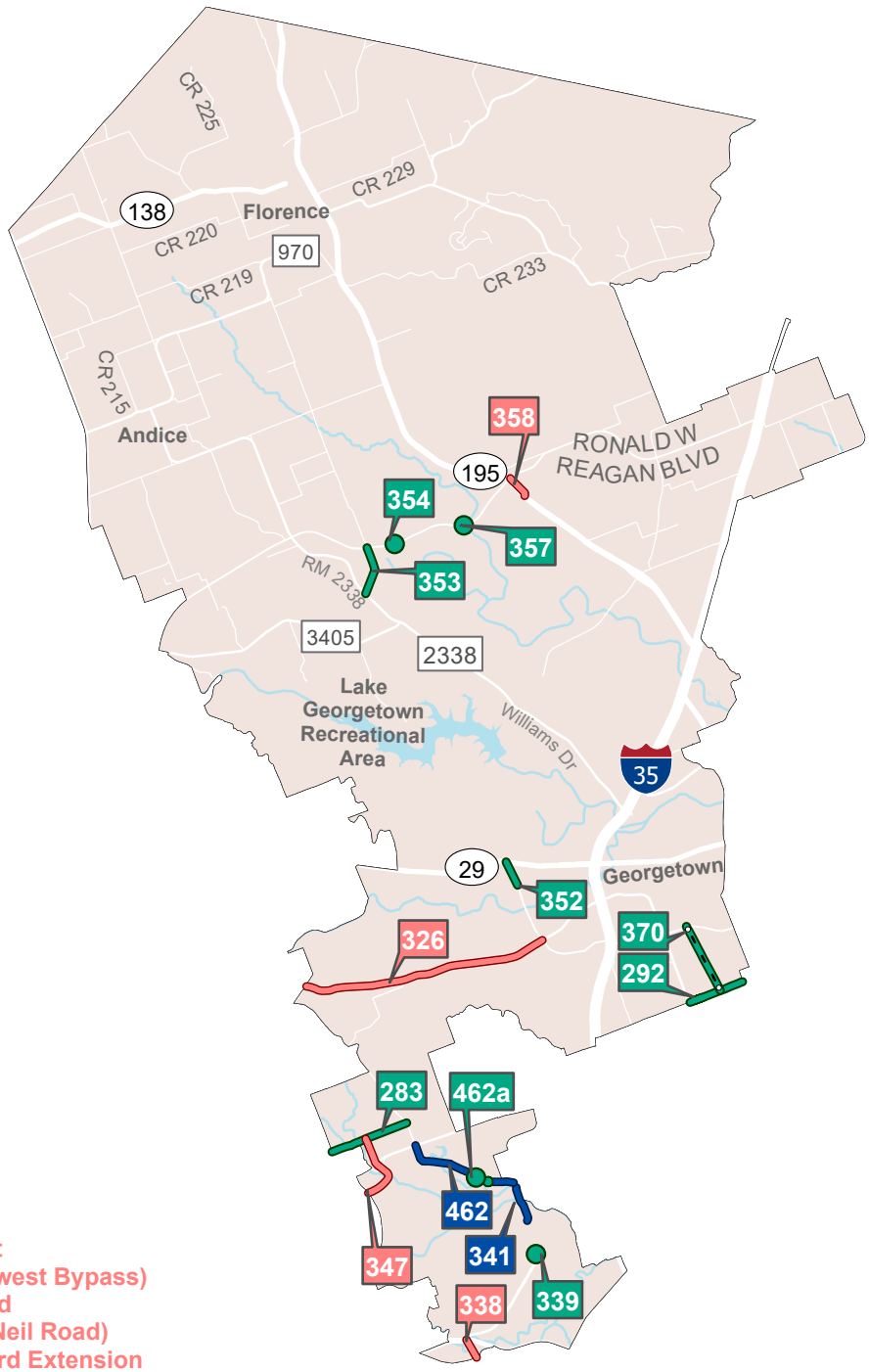
326 RM 2243 Realignment (Garey Park to Southwest Bypass)

Completed/Open to Traffic

221a Pearson Ranch Road (South of Avery Ranch Boulevard to SH 45 ROW)
221b Pearson Ranch Road and Iveans Way Pedestrian Crossing
221c Pearson Ranch Road at Avery Ranch Boulevard Traffic Signal
221d Neenah Avenue and Pearson Ranch Road Traffic Signal
226 Inner Loop Safety Improvements (LTL at Wilco Way)
231a IH 35 Ramp Reversal and Frontage Road Conversion (FM 972 to CR 312)
231b Relocation of 48" Williamson County Regional Raw Waterline - Line B
231c Ronald Reagan Boulevard at IH 35 Bridge Replacement
234 RM 2243 at Escalera Parkway (Intersection Improvements)
235 RM 620 Phase 2 (Wyoming Springs to Deep Wood Drive)
237 SH 29 at DB Wood (Intersection Improvements)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95)
241 CR 176 at RM 2243 Intersection (Safety Improvements)
243a Southwest Bypass Driveways
243b Southwest Bypass Access Route
243c Southwest Bypass Segment 2 (Southbound IH 35 to RM 2243)
251 Inner Loop Safety Improvements (LTL at Central Maintenance Facility)
264 RM 620 at Railroad / Chisholm Trail (IH 35 Frontage Road to Deep Wood Drive)
270 Great Oaks Drive Bridge at Brushy Creek
270a Great Oaks Drive Waterline Relocations
276 Arterial H Extension Phase 1 (CR 175 to Massey Way)
278 Neenah Avenue Widening (Olive Hill Drive to 0.5 miles east of Olive Hill Drive)
281 O'Connor Drive North of RM 620 Traffic Study and Safety Improvements
284 Hairy Man Road/Brushy Creek Road Safety Improvements (Brushy Bend to Sam Bass Road)
291 SH 29 at Cedar Hollow (Intersection Improvements)
292 Westinghouse Road/CR 111/CR 105 (FM 1460 to SH 130)
329 O'Connor Drive Traffic Signals (Morgan Hill, Great Oaks and Liberty Walk Intersections)
453 Southwest Bypass Segment 1 (Southbound IH 35 to 0.5 miles west)

2019 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

326 RM 2243 Realignment
(Garey Park to Southwest Bypass)
338 Robinson Ranch Road
(SH 45/RM 620 to McNeil Road)
347 Toro Grande Boulevard Extension
(Whitestone Boulevard to Parmer Lane)
358 SH 195 at Ronald Reagan Boulevard

Under Construction/ Bidding

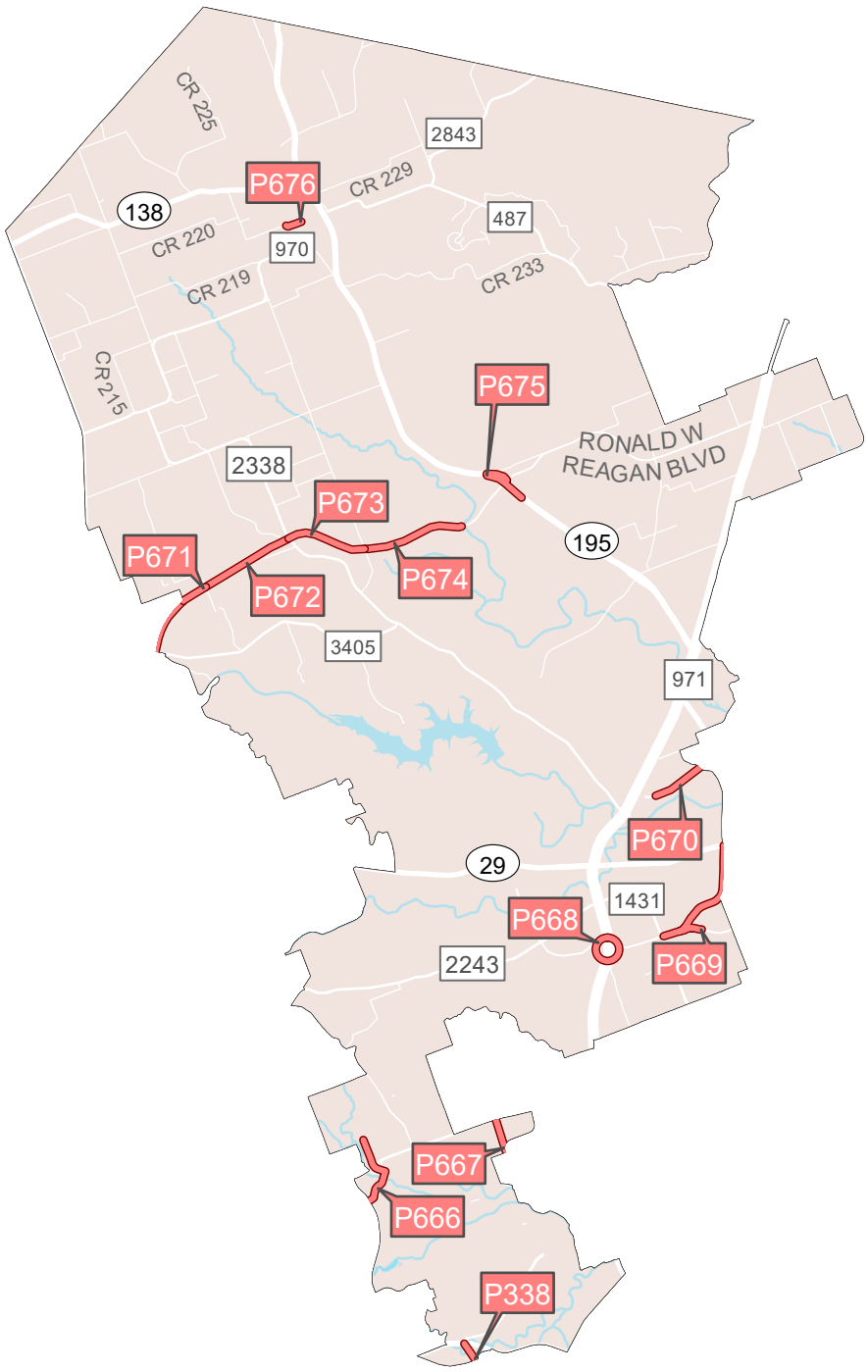
341 Wyoming Springs Extension (Brightwater Boulevard/ Creek Bend to Sam Bass Road)
462 Corridor H/Sam Bass Road (RM 1431 to Wyoming Springs Drive)

Completed/ Open to Traffic

283 New Hope Drive Extension Phase 2A (Ronald Reagan Boulevard to Sam Bass Road)
292 CR 111/ CR 105 Westinghouse (FM 1460 to SH 130)
339 Wyoming Springs Intersection Improvements (At Smyers Lane)
352 Southwest Bypass Extension (SH 29 to Wolf Ranch Parkway)
353 CR 245 (North of RM 2338 to Ronald Reagan Boulevard)
354 Ronald Reagan at Silver Spur Boulevard
357 Ronald Reagan at Sun City Boulevard
370 MoKan (Georgetown Inner Loop to University Boulevard) ◦- - -◦
462a Corridor H/ Sam Bass Road Interim Traffic Signals (Walsh Ranch and Great Oaks Drive Intersections)

2023 ROAD BOND PROGRAM PROJECTS

Precinct 3 - Commissioner Covey



In Design

P666 Toro Grande Boulevard Extension (Parmer Lane to New Hope)
P667 Wyoming Springs Drive (End of Wyoming Springs Drive / Behrens Ranch to RM 1431)
P668 I-35 at Inner Loop Interchange (SE Inner Loop / SW Bypass)
P669 SE Inner Loop (FM 1460 to SH 29)
P671 Ronald Reagan Boulevard Widening - Segment C1 (FM 3405 to CR 289)
P672 Ronald Reagan Boulevard Widening - Segment C2 (CR 289 to west of RM 2338)
P673 Ronald Reagan Boulevard Widening - Segment D1 (RM 2338 to CR 245)
P674 Ronald Reagan Boulevard Widening - Segment D2 (CR 245 to Sun City Blvd.)
P670 FM 971 (Gann St to SH 130)
P675 SH 195 at Ronald Reagan Boulevard - Remaining 3 Ramps
P676 West Main Street (S.Patterson Ave to CR 226)

Project Name: CR 111 Westinghouse Road
Project No. 22IFB39

Original Contract Price = $21,024,332.88

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/15/2021	1/11/2022	1/20/2022	1/30/2022	3/21/2024	7/11/2024		700		700

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2022	2/28/2022	28	$142,149.86	$142,149.86	$15,794.43	$15,794.43	1	4
2	3/1/2022	3/31/2022	31	$1,624,724.26	$1,766,874.12	$180,524.92	$196,319.35	9	8
3	4/1/2022	4/30/2022	30	$1,286,121.32	$3,052,995.44	$142,902.37	$339,221.72	15	13
4	5/1/2022	5/31/2022	31	$1,110,146.62	$4,163,142.06	$123,349.64	$462,571.36	21	17
5	6/1/2022	6/30/2022	30	$482,208.08	$4,645,350.14	$53,578.66	$516,150.02	23	21
6	7/1/2022	7/31/2022	31	$787,719.86	$5,433,070.00	$87,524.44	$603,674.46	27	26
7	8/1/2022	8/31/2022	31	$822,906.88	$6,255,976.88	$91,434.10	$695,108.56	31	30
8	9/1/2022	9/30/2022	30	$1,707,686.45	$7,963,663.33	$189,742.92	$884,851.48	39	35
9	10/1/2022	10/31/2022	31	$1,107,286.40	$9,070,949.73	$123,031.82	$1,007,883.30	45	39
10	11/1/2022	11/30/2022	30	$518,917.48	$9,589,867.21	$57,657.50	$1,065,540.80	47	43
11	12/1/2022	12/31/2022	31	$1,285,779.15	$10,875,646.36	-$493,138.36	$572,402.44	51	48
12	1/1/2023	1/31/2023	31	$620,120.59	$11,495,766.95	$32,637.93	$605,040.37	54	52
13	2/1/2023	2/28/2023	28	$846,149.01	$12,341,915.96	$44,534.15	$649,574.52	58	56
14	3/1/2023	3/31/2023	31	$639,962.65	$12,981,878.61	$33,682.25	$683,256.77	61	61
15	4/1/2023	4/30/2023	30	$717,084.56	$13,698,963.17	$37,741.29	$720,998.06	64	65
16	5/1/2023	5/31/2023	31	$661,601.87	$14,360,565.04	$34,821.15	$755,819.21	67	69
17	6/1/2023	6/30/2023	30	$591,898.92	$14,952,463.96	$31,152.58	$786,971.79	70	74
18	7/1/2023	7/31/2023	31	$555,320.94	$15,507,784.90	$29,227.41	$816,199.20	72	78
19	8/1/2023	8/31/2023	31	$451,231.96	$15,959,016.86	$23,749.06	$839,948.26	74	82
20	9/1/2023	9/30/2023	30	$371,656.43	$16,330,673.29	$19,560.86	$859,509.12	76	87
21	10/1/2023	10/31/2023	31	$230,597.40	$16,561,270.69	$12,136.71	$871,645.83	77	91
22	11/1/2023	11/30/2023	30	$179,598.00	$16,740,868.69	$9,452.52	$881,098.35	78	95
23	12/1/2023	12/31/2023	31	$801,573.10	$17,542,441.79	$42,188.06	$923,286.41	82	100
24	1/1/2024	1/31/2024	31	$858,054.72	$18,400,496.51	$45,160.77	$968,447.18	86	104
25	2/1/2024	2/29/2024	29	$802,470.59	$19,202,967.10	$42,235.30	$1,010,682.48	90	108
26	3/1/2024	3/31/2024	21	$482,112.32	$19,685,079.42	$25,374.33	$1,036,056.81	92	111
27	4/1/2024	5/31/2024	0	$640,577.80	$20,325,657.22	-$621,247.48	$414,809.33	92	111
28	6/1/2024	6/30/2024	0	$25,001.18	$20,350,658.40	$510.23	$415,319.56	92	111
29	7/1/2024	10/23/2024	0	$181,592.91	$20,532,251.31	$3,705.98	$419,025.54	93	111

11/30/2024 Comments - Balancing Change Order and Project close out in progress.

Change Order Number	Approved	Cost This CO	Total COs
01	5/3/2022	$233,364.00	$ 233,364.00

2 Differing in site conditions. (Unforeseeable) 2E. Miscellaneous difference in site conditions (unforeseeable) (item 9): This change order compensates the Contractor for over-excavating unsuitable material and importing embankment material from offsite that meets the requirements in the specifications. With the limited areas on the project to find suitable material it was agreed to import the required material. A Force Account item has been created to cover half of the cost of the imported material and half of the trucking. This amount is to cover this area and any other areas that may be encountered on site.

Change Order Number	Approved	Cost This CO	Total COs
02	5/3/2022	$7,553.84	$ 240,917.84

1B. Design Error or Omission. Other: This change order compensates the Contractor for upsize changes in 6 inlet and 1 junction box to accommodate pipe size design. The revisions affected estimate page 15, summary page 18, storm drainage pages; 149 for Inlet C-5 and C-6, page 150 for Inlets E-4 and E-5, page 151 for Inlet F-6, page 153 for Inlet I-6 and page 154 for Junction Box K.

Change Order Number	Approved	Cost This CO	Total COs
03	7/14/2022	$20,307.20	$ 261,225.04

1.Design Error or Omission. 1A: incorrect PS&E. This Change Order is in response to RFI 22 that updated the quantity for pay item 106-6002 OBLITERATING ABANDONED ROADWAY. The item has been recalculated and the difference is included in this Change Order to cover the actual quantity.

Change Order Number	Approved	Cost This CO	Total COs
04	7/13/2022	$454,267.40	$ 715,492.44

1. Design Error or omission. 1B. Other: This Change Order updates the bid item quantities that were revised in the plan set summary sheet, but not reflected in the Bid Form. The Change Order also includes pay items for 2 new items that were identified in the plans, but inadvertently left off the Bid Form.

Change Order Number	Approved	Cost This CO	Total COs
05	11/22/2022	$41,134.66	$ 756,627.10

1. Design Error or Omission. 1B. Other. The existing section of the roadway in front of Gateway School was constructed prior to the project letting. This portion of the roadway was to remain in place and the proposed roadway was to tie into it. The contractor constructed around this portion of the roadway so that the tie-ins would work with the current plan design. 1B. Other. This Change Order also adds items for flowable fill and concrete dissipaters at the culvert outfalls.

Change Order Number	Approved	Cost This CO	Total COs
06	11/22/2022	$24,159.20	$ 780,786.30

2. Differing Site Conditions: (Unforeseeable) 2J. Other: While clearing the ROW, 4 water wells were encountered. This Change Order provides payment to the Contractor for having the plugging and abandoning four (4) wells, by a licensed water well company. Upon completion of the well abandonment, plugging reports will be filed.

Change Order Number	Approved	Cost This CO	Total COs
07	12/14/2022	$28,440.00	$ 809,226.30

1B. Design Error or Omission. 1B. Other: This Change Order provides additional items to the Contract for adjusting an existing headwall, wingwalls and adding concrete rail along an existing culvert that is to remain in place. Due to the height of the existing culvert, the proposed roadway can not be built to the proposed width. Raising the headwall and constructing the rail will allow for the roadway portion to be constructed to the proposed width. This rail will mirror the existing rail along the upstream portion of the existing culvert.

Change Order Number	Approved	Cost This CO	Total COs
08	12/14/2022	$276,200.00	$ 1,085,426.30

4B. Third Party Accommodation. Third party requested work: MBC Development has requested additional sleeves to be installed across CR 111 for their future development on both sides of the roadway. The Developer Agreement has been amended to reflect the change and the Developer has funded Williamson County for this additional work.

Change Order Number	Approved	Cost This CO	Total COs
09	4/25/2023	$14,282.00	$ 1,099,708.30

1. Design Error or Omission. 1B Other: This Change Order compensates the contractor for relocating the existing service line to tie into the new meter location. The meter was relocated outside of the new ROW per the plans, but the plans did not show a service line connection for the residence back in at this location. Per the ILA, the County must, at its own expense, pay all cost related to the relocation of Jonah's water lines.

Change Order Number	Approved	Cost This CO	Total COs
10	6/6/2023	$39,507.50	$ 1,139,215.80

2E. Differing in Site Conditions. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the contractor for removing and replacing the existing concrete driveway at the Valero gas station as well as removing the sidewalk that is in conflict with the proposed roadway widening.

Change Order Number	Approved	Cost This CO	Total COs
11	8/22/2023	$81,433.12	$ 1,220,648.92

6 Untimely ROW/Utilities 6C: Utilities Not Clear: This Change Order compensates the contractor for relocating the existing 12-inch City of Georgetown water line that is in conflict with the culvert a Driveway 1. The water line is being relocated between the proposed box culvert and the ROW along the north side of the project.

Change Order Number	Approved	Cost This CO	Total COs
12	1/9/2024	$303,603.61	$ 1,524,252.53

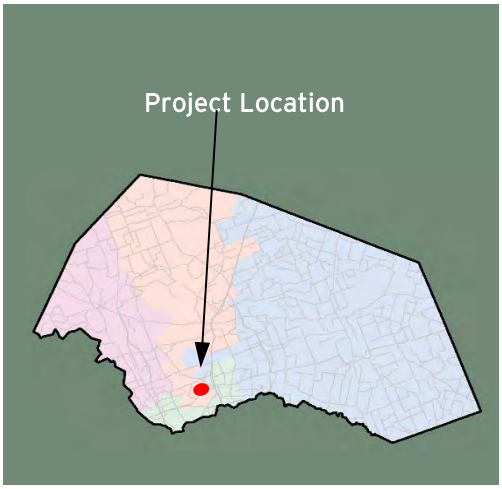
6C. Utilities not clear. This Change Order adds an item to the contract for inefficient work and delays the contractor experienced due to the utilities not being cleared throughout the project.

Change Order Number	Approved	Cost This CO	Total COs
13	6/25/2024	15,975.61	1,540,228.14

1B. Design Error or Omission. Other. This Change Order addresses the need for low fill post, concrete footing, and a driveway terminal section not accounted for in the plans. This Change order also addresses the incorrect called out sign post that were installed per plan. 2I. Differing Site Conditions. Additional safety needs. This Change Order compensates the contractor for upsizing the stop signs at the new 4-way intersection. 4B. Third Party Accommodation. Third party requested work. Eliminated the striping and created a right turn lane on northbound FM 1460 at CR 111 per TxDOT.

Adjusted Price = $22,564,561.02





Corridor H/Sam Bass Road
(RM 1431 to Wyoming Springs Drive)

Project Length: 2.578 Miles
Roadway Classification: Urban Minor Arterial

Project Schedule: March 2023 - Fall 2025
Estimated Construction Cost: $33.8 Million



NOVEMBER 2024 IN REVIEW

11/1/24: Cash Construction connected the BCMUD water line just east of Great Oaks Drive. Subcontractor Greater Austin continued placing the Shared-Use Path from RM 1431 to Mayfield Drive.

11/8/24: Cash continued placing embankment on the east side of the Dry Fork Creek Bridge. Subcontractor Greater Austin continued placing the Shared-Use Path from Thousand Oaks to Mayfield Drive.

11/15/24: Cash resumed installing the BCMUD water line west of Great Oaks. Cash removed the PEC poles and excavated the material between Thousand Oaks Drive and Walsh Drive.

11/22/24: Cash continued installing the BCMUD water line west of Great Oaks. The contractor installed the storm sewer drainage pipe under the future Shared-Use Path across from Tonkawa Trail.

11/29/24: Cash continued pre-trenching for the BCMUD water line between Walsh Drive and Deer Trail Circle. Subcontractor Greater Austin tied the reinforcing steel for the approach slabs at the Dry Fork Creek Bridge.



Design Engineer: K Friese
Contractor: Cash Construction
Construction Observation:
Tracy Cooper, HNTB

Williamson County
Road Bond Program

Project Name: Corridor H/Sam Bass Road
Project No. 23IFB8

Original Contract Price = $36,145,959.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/20/2022	1/13/2023	3/13/2023	3/23/2023				911		911

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/1/2023	4/30/2023	30	$21,095.55	$21,095.55	$2,343.95	$2,343.95	0	3
2	5/1/2023	5/31/2023	31	$511,459.79	$532,555.34	$56,828.87	$59,172.82	2	7
3	6/1/2023	6/30/2023	30	$1,024,886.41	$1,557,441.75	$113,876.26	$173,049.08	5	10
4	7/1/2023	7/31/2023	31	$148,136.40	$1,705,578.15	$16,459.60	$189,508.68	6	13
5	8/1/2023	8/31/2023	31	$915,201.56	$2,620,779.71	$101,689.06	$291,197.74	9	17
6	9/1/2023	9/30/2023	30	$510,079.42	$3,130,859.13	$56,675.50	$347,873.24	10	20
7	10/1/2023	10/31/2023	31	$900,115.81	$4,030,974.94	$100,012.86	$447,886.10	13	23
8	11/1/2023	11/30/2023	30	$731,394.97	$4,762,369.91	$81,266.11	$529,152.21	16	27
9	12/1/2024	12/31/2024	31	$241,049.16	$5,003,419.07	$26,783.24	$555,935.45	16	30
10	1/1/2024	1/31/2024	31	$412,213.73	$5,415,632.80	$45,801.53	$601,736.98	18	34
11	2/1/2024	2/29/2024	29	$986,810.97	$6,402,443.77	$109,645.66	$711,382.64	21	37
12	3/1/2024	3/31/2024	31	$909,406.35	$7,311,850.12	$101,045.15	$812,427.79	24	40
13	4/1/2024	4/30/2024	30	$1,012,728.40	$8,324,578.52	$112,525.38	$924,953.17	27	43
14	5/1/2024	5/31/2024	31	$990,023.58	$9,314,602.10	$110,002.62	$1,034,955.79	30	47
15	6/1/2024	6/30/2024	30	$714,854.15	$10,029,456.25	$79,428.24	$1,114,384.03	33	50
16	7/1/2024	7/31/2024	31	$1,590,446.20	$11,619,902.45	$176,716.24	$1,291,100.27	38	54
17	8/1/2024	8/31/2024	31	$2,563,173.18	$14,183,075.63	$284,797.02	$1,575,897.29	46	57
18	9/1/2024	9/30/2024	30	$1,009,381.83	$15,192,457.46	$112,153.54	$1,688,050.83	50	60
19	10/1/2024	10/31/2024	31	$852,486.97	$16,044,944.43	$94,720.77	$1,782,771.60	53	64

11/30/2024 Comments - Cash Construction placed flexible base between Great Oaks Drive and Walsh Ranch Boulevard and between Mayfield Drive and Walsh Drive. Cash pre-trenched and installed the BCMUD water line between Walsh Drive and Deer Trail Circle and continued welding the City of Round Rock 42" water line between Great Oaks and Walsh Ranch Blvd. Subcontractor Greater Austin tied the reinforcing steel for the approach slabs at the Dry Fork Creek Bridge. Subcontractor Ranger Excavation hauled off excavated spoils between Deer Trail Circle and Great Oaks Drive.

Change Order Number	Approved	Cost This CO	Total COs
01	6/27/2023	$ (2,394,078.12)	$ (2,394,078.12)

1B: Design Error or Omission. Other. This Change Order revises the earthwork quantities, BCMUD water line items and driveway quantities, per plan revisions issued after the Bid was awarded. The quantity for Item 110-6001 excavation was reduced by over 25% and the unit price is revised because it is considered a major bid item per the Contract.

Change Order Number	Approved	Cost This CO	Total COs
02	8/22/2023	$ 5,250.00	$ (2,388,828.12)

1B. Design Error or Omission. Other: This Change Order updates incorrect unit prices that were inadvertently used for two existing items in Change Order 1.

Change Order Number	Approved	Cost This CO	Total COs
03	9/11/2024	$ 56,523.26	$ (2,332,304.86)

2E-Differing Site Conditions (unforeseeable) & 2I-Additional Safety Needs : This Change Order adds various items to the Contract to address differing site conditions for the City of Round Rock (CORR) water line work. The proposed CORR water line tie-in to the existing line at RM 1431 varied from what was shown in the plans, which required the removal of a concrete thrust block and installation of a different connection type. In addition, the removal of an existing water line near Wyoming Springs was necessary to install the proposed CORR water line. The CORR also requested blue tape to identify their water line and revised a gate valve, which required revised fabrication drawings. This Change Order also adds items to enhance the safety on the roadway.

Change Order Number	Approved	Cost This CO	Total COs
04	9/11/2024	$ 70,739.02	$ (2,261,565.84)

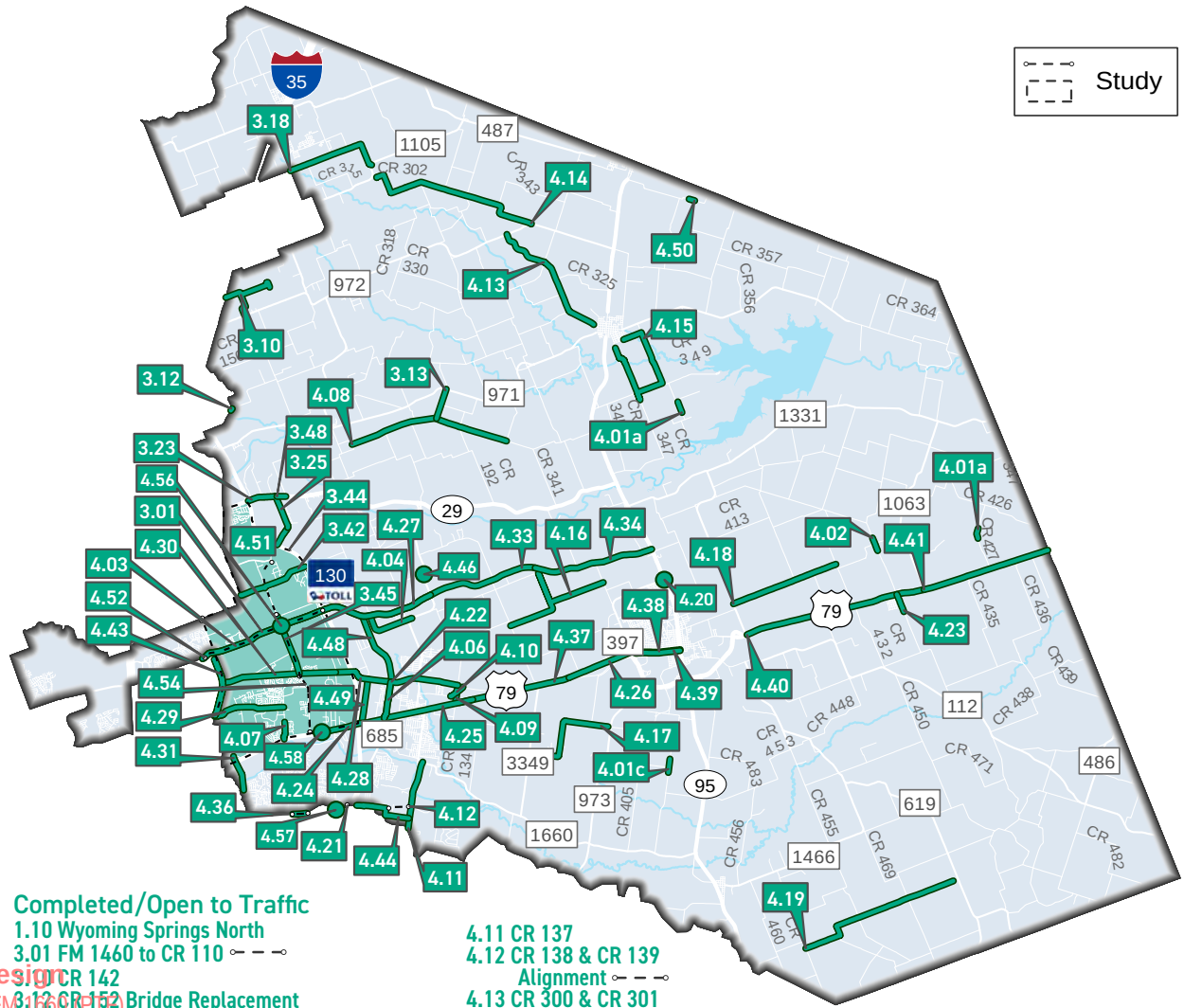
6. Untimely ROW/Utilities. 6B. Right-of-Way not clear (County responsible for ROW): This Change Order adds revised plans sheets and adjusts plan quantities for the proposed detention pond needed due to Parcel 60 acquisition not being finalized at the time of design. This Change Order also adds a new drainage item due to this redesign.

Change Order Number	Approved	Cost This CO	Total COs
05	9/11/2024	$ 68,580.18	$ (2,192,985.66)

1A. Design Error or Omission. Incorrect PS&E. & 2G. Differing Site Conditions. Unadjusted utility (unforeseeable): This Change Order adds items to compensate the contractor for field adjustments on the BCMUD water line alignment to solve conflicts with existing utilities within the BCMUD water plant and the realignment of the proposed water line at the SW corner of Sam Bass Rd and Tonkawa Trail to remain inside the Right-Of-Way limits. This Change Order also compensates the Contractor for installing additional water services requested by BCMUD and for repairing several leaks on the existing water line to maintain service to BCMUD customers.

Adjusted Price = $33,952,973.34

2000/2006 Road Bond Program Projects
Precinct 4 - Commissioner Boles



Completed/Open to Traffic

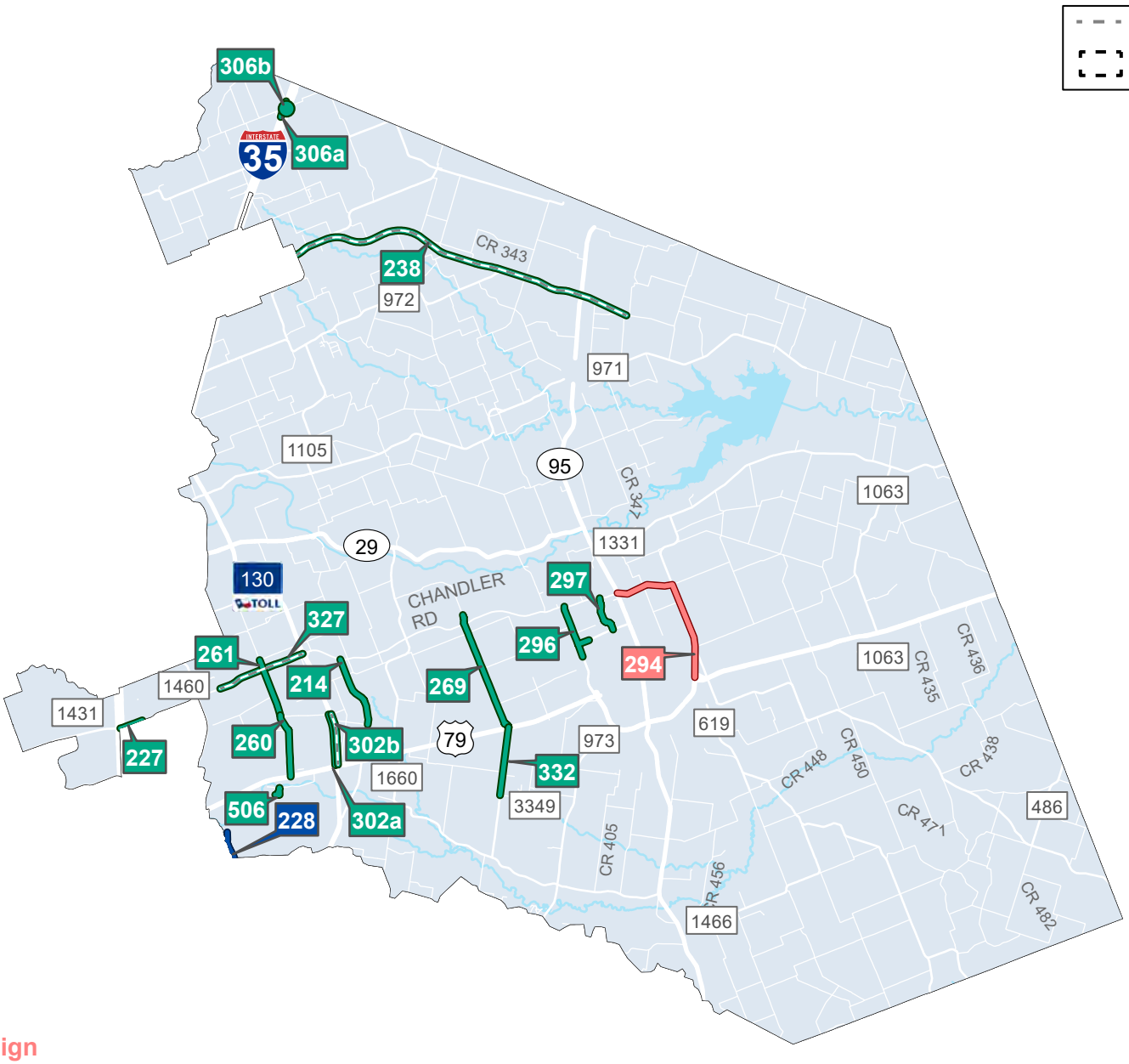
1.10 Wyoming Springs North
3.01 FM 1460 to CR 110 ⟜ – –⟜
3.12 CR 142
3.13 CR 157
3.18 CR 314
3.23 SH 29/CR 104 – Phase 1
3.25 CR 104 - Phase 2
3.42 CR 111 / CR 105 (Westinghouse Rd.) - FM 1460 to SH 130
3.44 CR 110 North (North of CR 107 to North of Sam Houston)
3.45 CR 110 Middle (North of Limmer Loop to CR 107) ⟜ – –⟜
3.48 SH 29 Widening - 12" Water Main Relocation
4.01a CR 427 Bridge Replacement
4.01b CR 390 Bridge Replacement
4.01c CR 406 Bridge Replacement
4.02 CR 424 Bridge Replacement
4.03 Chandler Road - Phase 1
4.04 CR 100
4.06 CR 119
4.07 CR 122 at US 79
4.08 CR 124
4.09 CR 132
4.10 CR 136
4.11 CR 137
4.12 CR 138 & CR 139 Alignment ⟜ – –⟜
4.13 CR 300 & CR 301
4.14 CR 302
4.15 CR 347 & CR 348
4.16 CR 368 & CR 369 (CR 101 to CR 366)
4.17 CR 404
4.18 CR 412
4.19 CR 466
4.20 FM 397 at SH 95 Signal
4.21 Gattis School Rd. ROW ⟜ – –⟜
4.22 Limmer Loop - Phase 1A
4.23 Thrall School Zone
4.24 US 79 - Section 1
4.25 US 79 - Section 2
4.26 US 79 - Section 3A
4.27 Chandler Rd. - Phase 2
4.28 Limmer Loop - Phase 1B
4.29 CR 113 / Old Settlers Blvd.
4.30 Limmer Loop - Phase 1C
4.31 Kenney Fort Boulevard - Phase 1
4.33 Chandler Rd. - Phase 3A
4.34 Chandler Rd. - Phase 3B
4.36 Gattis School Road ⟜ – –⟜
4.37 US 79 - Section 3 (PTF)
4.38 2nd Street Improvements
4.39 2nd Street Drainage Improvements
4.40 US 79 Section 5A (PTF)
4.41 US 79 Section 5B (PTF)
4.43 FM 1460 Section 2
4.44 CR 138
4.46 FM 1660 at Landfill Rd. (CR 128)
4.48 CR 119
4.49 CR 108
4.50 CR 351 at Donahoe Creek
4.51 CR 110 / Arterial A ⟜ – –⟜
4.52 University Blvd. (Chandler Rd.) Expansion ⟜ – –⟜
4.54 CR 110 South - (US 79 to Limmer Lp) ⟜ – –⟜
4.56 CR 110 at University Blvd. (Signal)
4.57 Gattis School Rd. at Winterfield Dr. (Signal)
4.58 Tradesman Park Crossing

In Design

4.35 FM 1660 (CR 122)

2013 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

294 Chandler Road Extension Phase 1 (Planning)(SH 95 to US 79 at FM 619) ◦- - -◦

Under Construction/Bidding

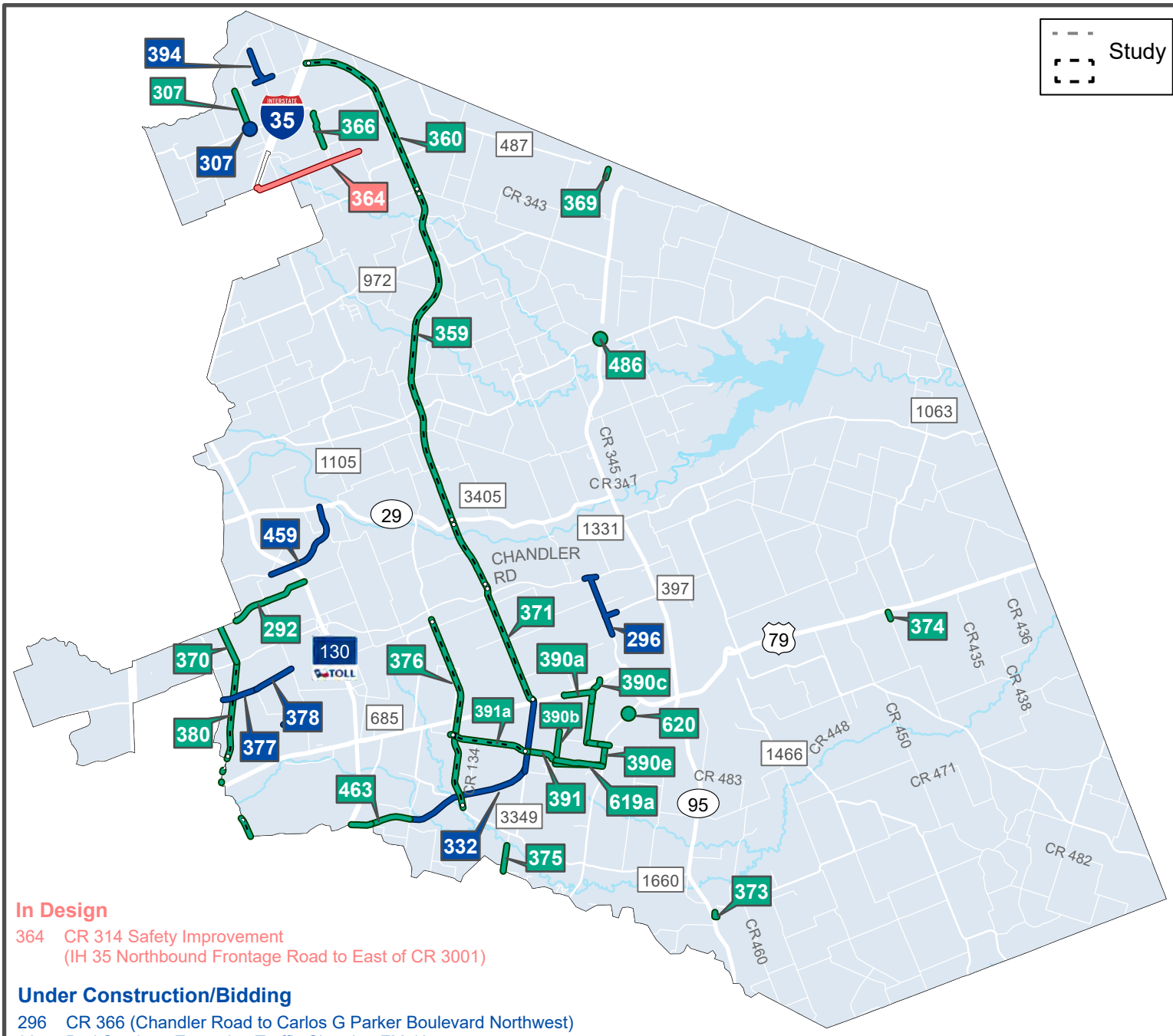
228 Kenney Fort Blvd Segments 2 and 3 (Forest Creek Boulevard to SH 45)

Completed/Open to Traffic

214 CR 119 (Limmer Loop to Chandler Road)
227 University Boulevard Widening (IH 35 to Sunrise Road)
238 Ronald Reagan Boulevard Extension Planning (IH 35 to SH 95) ◦- - -◦
260 CR 110 South (US 79 to Limmer Loop)
261 CR 110 Middle (Limmer Loop to CR 107)
269 CR 101 (US 79 to North of Chandler Road)
296 CR 366 Widening (Chandler Road to Carlos G. Parker Boulevard)
297 East Williamson County Park Road / Bill Pickett Trail (Carlos Parker Boulevard to Chandler Road)
302a SH 130 Frontage Roads Phase 3 (Southbound Frontage Road US 79 to Limmer Loop)
302b SH 130 Traffic Study ◦- - -◦
306a Relocation of 48" Williamson County Regional Raw Waterline - Line A
306b CR 305 at IH 35 Bridge Replacement
327 University Boulevard (Chandler Road) Expansion (FM 1460 to SH 130) ◦- - -◦
332 FM 3349/US 79 Interchange (US 79 to CR 404)
506 Oak Bluff and Greenfield Drainage Improvements

2019 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

364 CR 314 Safety Improvement (IH 35 Northbound Frontage Road to East of CR 3001)

Under Construction/Bidding

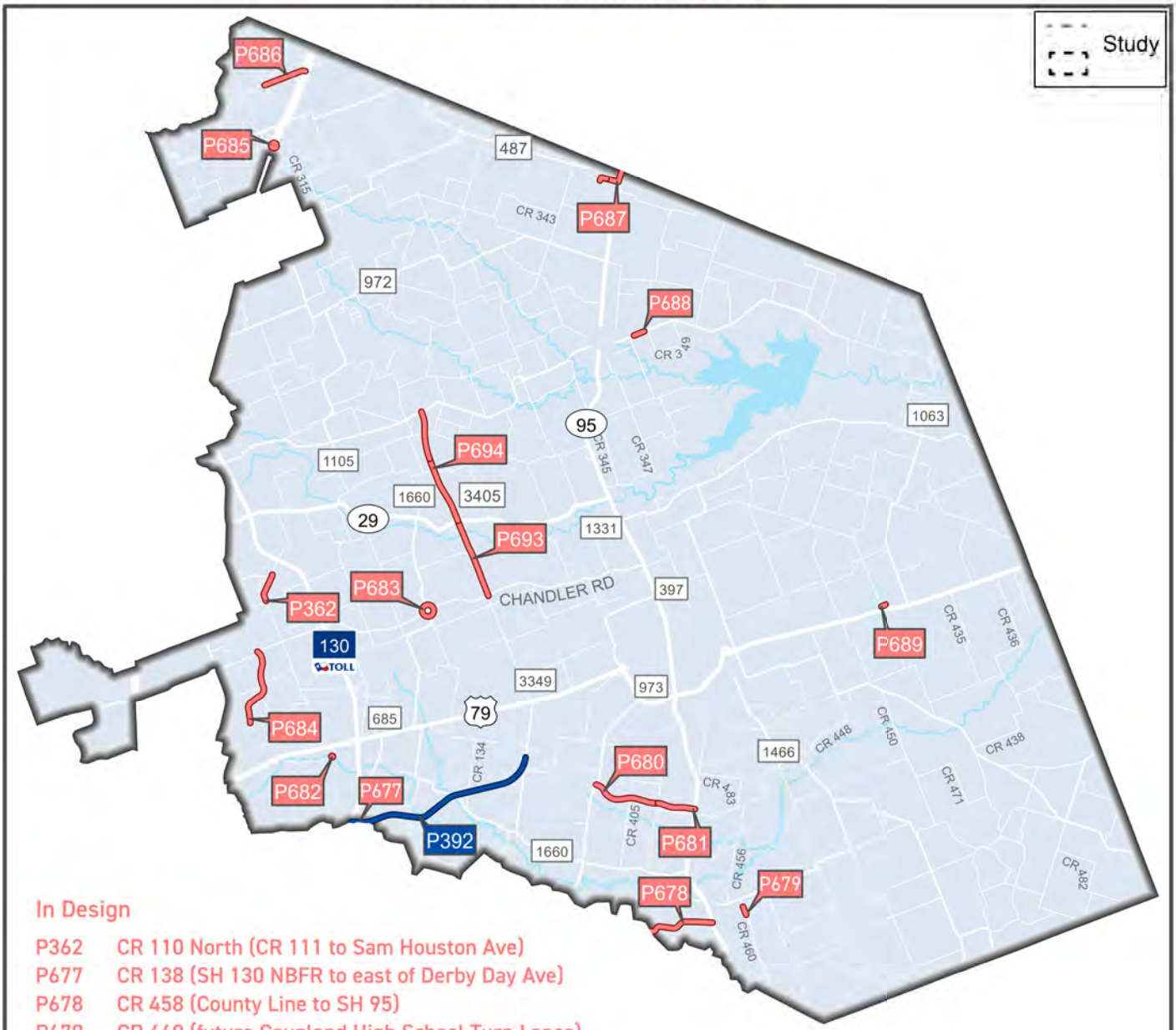
296 CR 366 (Chandler Road to Carlos G Parker Boulevard Northwest)
307 Bud Stockton Extension Traffic Signal at FM 487
332 East Wilco Highway (FM 3349/US 79 Interchange) (US 79 to CR 404)
377 CR 112 Widening (FM 1460/A.W. Grimes to CR 117)
378 CR 112 Widening (CR 117 to CR 110)
381 Old Settlers Boulevard (North Red Bud Lane/CR 122 to CR 110)
392 East Wilco Highway (Southeast Loop Segment 2, Phase 1) (CR 137 to CR 404)
459 Corridor C / SH 29 Bypass (Sam Houston Avenue at Patriot Way to SH 29)

Completed/Open to Traffic

292 CR111/CR105 Westinghouse (FM 1460 to SH 130)
307 Bud Stockton Extension (CR 305 to FM 487)
359 East Wilco Highway (Future SH 29 to Ronald Reagan Extension/ Corridor D ◦- -◦
360 East Wilco Highway (Ronald Reagan Ext. / Corridor D to IH 35 / CR 305) ◦- -◦
366 CR 332 Realignment (South of FM 487 to North of CR 313)
369 Bartlett Project (Cottrell Street)
370 MoKan (Georgetown Inner Loop to University Boulevard)
371 East Wilco Highway (US 79 to Chandler Rd/Corridor B2) ◦- -◦
372 East Wilco Highway (Future SH 29 to Chandler Rd) ◦- -◦
373 Coupland Street Project (S. Broad & Muery Streets)
374 Thrall Street Project - S Bounds Street ◦- -◦
375 CR 129 (South of Brushy Creek to North of the South Williamson County Line)
376 CR 134/CR 132 Extension (Hutto Arterial) ◦- -◦
380 MoKan (University Boulevard to SH 45) ◦- -◦
390a CR Improvements and Paving (CR 401, CR 402, CR 404)
390b CR 404 Hutto Water Line Realignment (Along future CR 404, from CR 404 to CR 404 at FM 973)
390c CR 401/CR 404 Improvements (US 79 to CR 404)
390e CR 404 at FM 973 (CR 404)
391 Samsung Highway (CR 404 Realignment) (CR 404 to FM 3349)
391a CR 132 Realignment ◦- - -◦
394 CR 307 Reconstruction (CR 307 North of CR 305 Jarrell)
463 East Wilco Highway (Southeast Loop Segment 1, Phase 1) (CR 138 to CR 137)
463a CR 138 Right Turn Lane at SH 130
486 Granger Project (Davilla Street Culvert) (Davilla Street to N Walton Street)
619a Samsung Highway (Future County Road) (CR 404 to FM 973)
620 FM 973 at Taylor High School Signal ◦- - -◦

2023 ROAD BOND PROGRAM PROJECTS

Precinct 4 - Commissioner Boles



In Design

P362 CR 110 North (CR 111 to Sam Houston Ave)
P677 CR 138 (SH 130 NBFR to east of Derby Day Ave)
P678 CR 458 (County Line to SH 95)
P679 CR 460 (future Coupland High School Turn Lanes)
P680 Corridor A2 (FM 973 to CR 406)
P681 Corridor A2 (CR 406 to SH 95)
P682 CR 123 (Brushy Creek)
P683 Chandler Road (FM 1660 Overpass)
P684 Kenney Fort Boulevard - Segments 5 & 6 (Old Settlers Boulevard to North of University Boulevard)
P685 Sonterra Boulevard (IH-35 Frontage Road and Sonterra Blvd Intersection)
P686 CR 305 (IH 35 to CR 307)
P687 Salt Lake, Brook, Front Street (Salt Lake Street to Clark Street)
P688 FM 971 (future Granger High School Turn Lanes)
P689 North Barker Street (CR 424 to east end of North Barker Street)
P693 East Wilco Highway (Segment 5) (Chandler Road to SH 29)
P694 East Wilco Highway (Segment 6) (Future SH 29 to FM 971)

Under Construction/Bidding

P392 East Wilco Highway (Southeast Loop - Segment 2)(Corridor E1) (Construction)(CR 137 south of Hutto and CR 404)

Project Name: East Wilco Highway (Southeast Loop, Segment 1)
Project No. T3346 Original Contract Price = $11,526,789.09

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/30/2021	4/27/2021	7/12/2021	7/19/2021	8/31/2023			534	24	558

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/19/2021	8/31/2021	44	$767,411.06	$767,411.06	$85,267.90	$85,267.90	7	8
2	9/1/2021	9/30/2021	30	$328,739.28	$1,096,150.34	$36,526.58	$121,794.48	10	13
3	10/1/2021	10/31/2021	31	$221,811.16	$1,317,961.50	$24,645.69	$146,440.17	12	19
4	11/1/2021	11/30/2021	30	$278,008.69	$1,595,970.19	$30,889.85	$177,330.02	14	24
5	12/1/2021	12/31/2021	31	$331,070.23	$1,927,040.42	$36,785.58	$214,115.60	17	30
6	1/1/2022	1/31/2022	31	$624,535.89	$2,551,576.31	$69,392.88	$283,508.48	22	35
7	2/1/2022	2/28/2022	28	$352,666.85	$2,904,243.16	$39,185.20	$322,693.68	25	40
8	3/1/2022	3/31/2022	31	$815,310.79	$3,719,553.95	$90,590.09	$413,283.77	33	46
9	4/1/2022	4/30/2022	30	$741,856.71	$4,461,410.66	$82,428.53	$495,712.30	39	51
10	5/1/2022	5/31/2022	31	$625,433.98	$5,086,844.64	$69,492.66	$565,204.96	44	57
11	6/1/2022	6/30/2022	30	$498,845.27	$5,585,689.91	$55,427.25	$620,632.21	49	62
12	7/1/2022	7/31/2022	31	$521,580.90	$6,107,270.81	$57,953.44	$678,585.65	53	68
13	8/1/2022	8/31/2022	31	$672,002.44	$6,779,273.25	$74,666.93	$753,252.58	59	73
14	9/1/2022	9/30/2022	30	$936,075.41	$7,715,348.66	$104,008.38	$857,260.96	67	79
15	10/1/2022	10/31/2022	31	$851,880.44	$8,567,229.10	-$406,354.16	$450,906.80	71	84
16	11/1/2022	11/30/2022	30	$625,071.12	$9,192,300.22	$32,898.48	$483,805.28	76	90
17	12/1/2022	12/31/2022	31	$290,510.48	$9,482,810.70	$15,290.02	$499,095.30	79	95
18	1/1/2023	1/31/2023	31	$55,998.20	$9,538,808.90	$2,947.27	$502,042.57	79	101
19	2/1/2023	2/28/2023	28	$161,924.00	$9,700,732.90	$8,522.32	$510,564.89	80	106
20	3/1/2023	3/31/2023	31	$291,588.78	$9,992,321.68	$15,346.78	$525,911.67	83	111
21	4/1/2023	4/30/2023	30	$160,641.77	$10,152,963.45	$8,454.83	$534,366.50	84	117
22	5/1/2023	5/31/2023	31	$79,909.01	$10,232,872.46	$4,205.73	$538,572.23	98	122
23	6/1/2023	6/30/2023	30	$355,060.22	$10,587,932.68	$18,687.38	$557,259.61	88	128
24	7/1/2023	7/31/2023	31	$61,540.97	$10,649,473.65	$3,239.00	$560,498.61	88	133
25	8/1/2023	8/31/2023	31	$316,670.90	$10,966,144.55	$16,666.89	$577,165.50	91	139
26	9/1/2023	9/30/2023	0	$84,593.72	$11,050,738.27	$4,452.30	$581,617.80	92	139
27	10/1/2023	10/31/2023	0	$8,808.52	$11,059,546.79	$463.61	$582,081.41	92	139

11/30/2024 Comments - Closeout is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	8/3/2021	$ 148,710.35	$ 148,710.35

6B. This Change Order adds the installation of barbed wire fence and gates along the north and south sides of the right of way on the Wolfe property. The Contractor will not be able to start work until the fence is installed. Twenty four (24) days are being added to the contract to compensate the contractor for this impact.

Change Order Number	Approved	Cost This CO	Total COs
02	10/4/2022	$73,007.39	$221,717.74

2C. Differing site conditions (Unforeseeable). New development (conditions changing after PS&E completed): This Change Order documents various changes to the contract related to new developer and Church driveways on the west end of the project. 3F. County Convenience. Additional work desired by the County: In addition to the driveways, the bridge rail was changed along the bridge to a more appealing look. 1B. Design Error or Omission. Other: Additional excavation was needed in Pond 21 to create more volume and line EA had to be adjusted for optimum flow along Wall 4.

Change Order Number	Approved	Cost This CO	Total COs
03	2/28/2023	$177,807.62	399,525.36

1A. Incorrect PS&E. This Change Order replaces the SGT and MBGF with Crash Cushion Attenuators on the proposed eastbound lane at both bridges due to them not being able to be installed per plan because of the post locations being in the MSE rock backfill. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order also compensates the contractor for replacing a portion of an existing concrete driveway that needed to be removed to install the 48in RCP on Line B35.

Change Order Number	Approved	Cost This CO	Total COs
04	3/28/2023	156,231.96	555,757.32

2. Differing Site Conditions (Unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order is adding items to the Contract that have been previously paid for under the existing Force Account line item.

Change Order Number	Approved	Cost This CO	Total COs
05	7/20/2023	1,093,581.24	1,649,338.56

1. Design Error or Omission. 1A: Incorrect PS&E. This Change Order addresses quantity revisions with the earthwork, roadway and various other bid items. The original quantities were incorrect in the Bid documents. The Engineer of Record re-calculated the quantities and provided revised numbers.

Change Order Number	Approved	Cost This CO	Total COs
06	9/27/2023	-1,015,961.92	633,376.64

3M. County Convenience. Other. Due to the existing utility conflicts impeding the remaining construction, this Change Order will remove all remaining work from Phases 2-4 from the project.

Change Order Number	Approved	Cost This CO	Total COs
07	11/26/2024	551,162.41	1,184,539.05

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.
3A. Dispute resolution (not resulting from error in plans or differing site conditions). This Change Order also settles the overhead claim dispute between the Contractor and Williamson County.

Adjusted Price = $12,711,328.14

Project Name: CR 401 Reconstruction Project
Project No. 22IFB57

Original Contract Price = $12,673,200.94

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/11/2022	3/22/2022	4/21/2022	5/2/2022	7/7/2023	6/12/2024		505	-70	435

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	4/14/2022	4/21/2022	0	$541,350.00	$541,350.00	$60,150.00	$60,150.00	5	0
2	4/22/2022	5/31/2022	30	$213,264.25	$754,614.25	$23,696.03	$83,846.03	6	7
3	6/1/2022	7/1/2022	31	$1,394,793.70	$2,149,407.95	$154,977.08	$238,823.11	17	14
4	7/2/2022	7/31/2022	30	$690,418.59	$2,839,826.54	$76,713.17	$315,536.28	23	21
5	8/1/2022	8/31/2022	31	$276,688.62	$3,116,515.16	$30,743.18	$346,279.46	25	28
6	9/1/2022	9/30/2022	30	$784,682.38	$3,901,197.54	$87,186.93	$433,466.39	31	35
7	10/1/2022	10/31/2022	31	$776,738.57	$4,677,936.11	$86,304.29	$519,770.68	37	42
8	11/1/2022	11/30/2022	30	$875,684.24	$5,553,620.35	$97,298.25	$617,068.93	44	49
9	12/1/2022	12/31/2022	31	$422,000.74	$5,975,621.09	$46,888.97	$663,957.90	48	56
10	1/1/2023	1/31/2023	31	$616,120.11	$6,591,741.20	$68,457.79	$732,415.69	52	63
11	2/1/2023	2/28/2023	28	$598,319.58	$7,190,060.78	$66,479.95	$798,895.64	57	70
12	3/1/2023	3/31/2023	31	$603,951.86	$7,794,012.64	$67,105.76	$866,001.40	62	77
13	4/1/2023	4/30/2023	30	$945,657.20	$8,739,669.84	-$406,018.78	$459,982.62	66	84
14	5/1/2023	5/31/2023	31	$1,082,327.54	$9,821,997.38	$56,964.61	$516,947.23	74	91
15	6/1/2023	6/30/2023	30	$1,195,677.91	$11,017,675.29	$62,930.42	$579,877.65	83	98
16	7/1/2023	7/31/2023	7	$760,493.51	$11,778,168.80	$40,025.97	$619,903.62	89	99
17	8/1/2023	8/31/2023	0	$16,945.32	$11,795,114.12	$891.86	$620,795.48	89	99
18	9/1/2023	9/30/2023	0	$543,436.59	$12,338,550.71	-$368,988.32	$251,807.16	90	99
19	10/1/2023	10/31/2023	0	$156,673.75	$12,495,224.46	$3,197.42	$255,004.58	91	99
20	11/1/2023	11/30/2023	0	$335,156.29	$12,830,380.75	$6,839.93	$261,844.51	94	99
21	12/1/2023	12/31/2023	0	$309,329.80	$13,139,710.55	$6,312.85	$268,157.36	96	99
22	1/1/2024	1/31/2024	0	$53,097.83	$13,192,808.38	$1,083.63	$269,240.99	96	99
23	2/1/2024	2/29/2024	0	$38,782.60	$13,231,590.98	$791.48	$270,032.47	96	99
24	3/1/2024	3/31/2024	0	$130,741.40	$13,362,332.38	$2,668.19	$272,700.66	97	99
25	4/1/2024	4/30/2024	0	$511.56	$13,362,843.94	$10.44	$272,711.10	98	99
26	5/1/2024	11/15/2024	0	$598,428.23	$13,961,272.17	-$272,711.10	$0.00	100	99

11/30/2024 Comments - Closeout process is underway.

Change Order Number	Approved	Cost This CO	Total COs
01	9/15/2022	$ 13,315.52	$ 13,315.52

3G. County Convenience. Compliance requirements of new laws and/or policies. Revised the pavement section within the US 79 TxDOT ROW to meet their requirements and revised some signal phasing/timing at the proposed intersection of US 79 and CR 401.

Change Order Number	Approved	Cost This CO	Total COs
02	9/20/2022	$ 414,400.00	$ 427,715.52

4B. Third Party Accommodation. Third party requested work. This Change Order reduces the Contract Time by 70 days, from 505 Calendar days to 435 Calendar Days with a maximum incentive cap. This acceleration in the Contract Time is necessary, in order to meet the County's project delivery deadline of 7/31/2023.

Change Order Number	Approved	Cost This CO	Total COs
03	10/5/2022	$ 214,351.37	$ 642,066.89

3F. County Convenience. Additional work desired by the County. This Change Order changes the City of Taylor water line pipe material from ductile iron to PVC. This is necessary, due to the availability of materials.

Change Order Number	Approved	Cost This CO	Total COs
04	2/28/2023	$ 188,826.95	$ 830,893.84

2G. Differing in site conditions. Unadjusted Utility (Unforeseeable) This Change Order adds new items to the Contract to adjust the existing 16in City of Taylor water line on the north side of US 79 which is in conflict with the proposed pavement and ditch cuts. 4B. Third Party Requested Work. An additional 6in line and fire hydrant assembly are being added at the request of the City of Taylor.

Change Order Number	Approved	Cost This CO	Total COs
05	8/22/2023	$ -	$ 830,893.84

2. Differing Site Conditions. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) This Change Order compensates the Contractor for additional work to the Jonah water line that had to be rerouted due to a conflict with the bore pit for the City of Taylor water line. A Force Account line item has been created to cover the cost of the repair to the Jonah water line.

Change Order Number	Approved	Cost This CO	Total COs
06	12/19/2023	$399,968.56	$ 1,230,862.40

2E. Miscellaneous difference in site conditions (unforeseeable). Due to changing conditions in the field, certain items required quantity adjustments. 2I. Additional safety needs (unforeseeable). Additional small signs were added for safety concerns near the railroad crossing. This Change Order also adds items for crash cushion repairs needed due to the damage that occurred during construction.

Change Order Number	Approved	Cost This CO	Total COs
07	1/30/2024	$137,831.49	$ 1,368,693.89

2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order adjusts quantities in the Contract due to unforeseen conditions that were identified in the field. This Change Order also adds additional items to the Contract for work being performed in and around the UPRR ROW per requirements.

Change Order Number	Approved	Cost This CO	Total COs
08R	6/18/2024	71,380.34	1,440,074.23

1. Design Error or Omission. 1B Other: This Change Order adds items to the Contract to compensate the contractor for extended overhead, stand-by time, and additional mobilization cost due to additional UPRR jack & bore requirements. This Change Order also adds an item to install, flush, remove, and return a fire hydrant to the City of Taylor. 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order also 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.

Change Order Number	Approved	Cost This CO	Total COs
09R	10/8/2024	-150,160.51	1,289,913.72

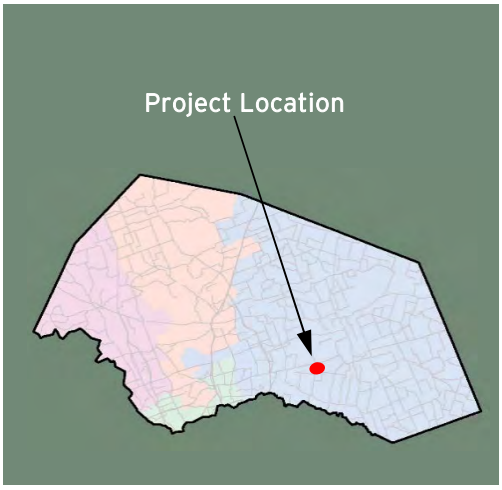
2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. This Change Order also adds a quantity for Extended Overhead due to a UPRR delay.

Change Order Number	Approved	Cost This CO	Total COs
10	11/7/2024	-1,842.48	1,288,071.24

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.

Adjusted Price = $13,961,272.18





East Wilco Highway (FM 3349 at US 79)
(FM 3349 from US 79 to CR 404 and new interchange on US 79 at FM 3349 and CR 101)

Project Length: 4.108 Miles
Roadway Classification: Rural Major Collector

Project Schedule: October 2022 - Summer 2025 (Roadwork)
Estimated Construction Cost: $84 Million



NOVEMBER 2024 IN REVIEW

11/1/24: James Construction Group (JCG) began construction of the crash wall for Bent 8. Subcontractor Patin Construction began pouring curb and gutter for the U-turn North of US 79.

11/8/24: JCG continued excavation of the drainage swales along both frontage roads. Subcontractor Pike completed their electrical work north of US 79.

11/15/24: JCG formed and poured various safety-end-treatments for culverts throughout the project. Subcontractor Patin Construction continued pouring curb and gutter, mow strip, and the Shared-Use Path throughout the project.

11/22/24: JCG continued excavation of the drainage swales along both frontage roads and continued excavating and grading the FM 3349 medians south of US 79. Subcontractor Austin Traffic Signal installed conduit boxes within the bridge rail for both bridges.

11/29/24: JCG continued excavating and grading the FM 3349 medians south of US 79. Subcontractor AK Fuquay continued seeding and placing soil retention blankets throughout the project.



Design Engineer: HDR
Contractor: James Construction
Construction Observation:
Asif Mirzazada, HNTB

Williamson County
Road Bond Program

Project Name: East Wilco Highway (FM 3349 at US 79)
Project No. 22IFB139

Original Contract Price = $81,941,038.13

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/24/2022	9/26/2022	10/6/2022	10/17/2022				1394		1394

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	10/18/2022	11/25/2022	39	$755,690.77	$755,690.77	$0.00	$0.00	1	2
2	11/26/2022	12/25/2022	30	$5,128,955.59	$5,884,646.36	$0.00	$0.00	7	0
3	12/26/2022	1/25/2023	31	$1,448,580.10	$7,333,226.46	$0.00	$0.00	9	7
4	1/26/2023	2/25/2023	31	$1,272,882.90	$8,606,109.36	$0.00	$0.00	10	9
5	2/26/2023	3/25/2023	28	$2,922,159.15	$11,528,268.51	$0.00	$0.00	14	11
6	3/26/2023	4/25/2023	31	$1,453,458.85	$12,981,727.36	$0.00	$0.00	15	14
7	4/26/2023	5/25/2023	30	$1,672,497.88	$14,654,225.24	$0.00	$0.00	17	16
8	5/26/2023	6/25/2023	31	$3,188,150.58	$17,842,375.82	$0.00	$0.00	21	18
9	6/26/2023	7/25/2023	30	$2,251,767.13	$20,094,142.95	$0.00	$0.00	24	20
10	7/26/2023	8/25/2023	31	$2,453,925.93	$22,548,068.88	$0.00	$0.00	27	22
11	8/26/2023	9/30/2023	36	$4,580,138.95	$27,128,207.83	$0.00	$0.00	32	25
12	10/1/2023	10/25/2023	25	$3,017,528.73	$30,145,736.56	$0.00	$0.00	36	27
13	10/26/2023	11/25/2023	31	$2,172,558.80	$32,318,295.36	$0.00	$0.00	38	29
14	11/26/2023	12/25/2023	30	$1,638,115.30	$33,956,410.66	$0.00	$0.00	40	31
15	12/26/2023	1/25/2024	31	$4,633,009.82	$38,589,420.48	$0.00	$0.00	46	33
16	1/26/2024	2/25/2024	31	$4,487,381.38	$43,076,801.86	$0.00	$0.00	51	36
17	2/26/2024	3/25/2024	29	$3,973,465.64	$47,050,267.50	$0.00	$0.00	56	38
18	3/26/2024	4/25/2024	31	$1,993,459.10	$49,043,726.60	$0.00	$0.00	58	40
19	4/26/2024	5/25/2024	30	$1,414,938.37	$50,458,664.97	$0.00	$0.00	60	42
20	5/26/2024	6/25/2024	31	$3,026,457.98	$53,485,122.95	$0.00	$0.00	63	44
21	6/26/2024	7/25/2024	30	$832,712.20	$54,317,835.15	$0.00	$0.00	64	46
22	7/26/2024	8/25/2024	31	$1,793,923.46	$56,111,758.61	$0.00	$0.00	67	49
23	8/26/2024	9/25/2024	31	$940,489.83	$57,052,248.44	$0.00	$0.00	68	51
24	9/26/2024	10/25/2024	30	$1,765,660.58	$58,817,909.02	$0.00	$0.00	70	53

11/30/2024 Comments - James Construction Group (JCG) excavated drainage swales along both frontage roads and excavated and graded the FM 3349 medians south of US 79. JCG formed and poured various culvert safety-end-treatments throughout the project. Subcontractor Patin Construction poured mow strips, drainage swale riprap, and driveways throughout the project. Subcontractor AK Fuquay seeded and placed soil retention blankets throughout the project. Subcontractor Lone Star Paving completed placing Ty B and Ty D HMA paving project wide. Subcontractor Aaron Concrete poured the concrete rail along the northbound and southbound frontage road bridges. Subcontractor Austin Traffic Signal installed conduit boxes within the bridge rail for both bridges and continued boring operations for illumination throughout project.

Change Order Number	Approved	Cost This CO	Total COs
01	4/25/2023	925,354.41	925,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: This Change Order provides funds to compensate the contractor for installing safety improvements on US 79 until the permanent overpasses are built. By installing these traffic control measures the drivers traveling north bound on FM 3349 can no longer proceed straight or make a left turn at the US 79 intersection. The same will apply for traffic traveling south on CR 101. Drivers will need to make a right turn on US 79

Change Order Number	Approved	Cost This CO	Total COs
02	4/25/2023	82,000.00	1,007,354.41

3. County Convenience. 3L Revising safety work/measures desired by the County: The original bid item 36-inch Ductile Iron Pipe has long lead time of material procurement and is not readily available. Contractor proposed two options with shorter lead time to the City of Hutto as alternatives. City of Hutto has approved option 2, which is 36-inch PVC DR 18 pipe as an alternative with $82,000 increase in cost to the current item and allows contractor to procure material quicker. The cost of this material change is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
03	7/20/2023	195,302.81	1,202,657.22

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for installing one steel utility sleeve casing 24 inches in diameter on FM 3349 at station 421+00.

Change Order Number	Approved	Cost This CO	Total COs
04	8/8/2023	-472,492.20	730,165.02

3. County Convenience. 4D Other "Deletion of work requested by the City of Hutto": This Change Order eliminates City of Hutto 16-inch water main line relocations project and 50 LF of 16-inch water line relocation under City of Hutto water line casing project from the original scope of work. The omission of work was requested by the City of Hutto. The cost for restocking of the ordered material and any other related fee is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
05	0/14/23	-5,274.97	724,890.05

5. Contractor Convenience. 5E Other: This Change Order is to revise the Stone Riprap material cost due to a material substitution request from the contractor. James Construction proposed material that has a specific gravity below the Contract requirements but has been accepted by TxDOT in other projects. The EOR approved the use of this material and recommended a reduction in price. This Change Order will result in a cost savings for the proposed material. This Change Order also adds new items to the Contract to pay the Contractor for additional work that was originally paid under the Force Account Line item.

Change Order Number	Approved	Cost This CO	Total COs
06	10/20/2023	130,053.00	854,943.05

3. County Convenience. 3F Additional work desired by the County: This Change Order compensates the contractor for upsizing 562 LF of 12-inch PVC pipe and fittings to 16-inch PVC pipe for the Jonah waterline project due to increased demand. The decision to upsize the pipe was at Jonah's request and will be 100% funded by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
07	10/20/2023	661,031.30	1,515,974.35

3F. Additional work desired by the County : This Change Order compensates the contractor for installing southbound frontage road right turn lane at FM 3349 for City of Hutto Mega Site. This work was requested by the City of Hutto and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
08	10/20/2023	327,321.48	1,843,295.83

1. Design Error or Omission. 1B. Other: This Change Order compensates the contractor for installation of 280 linear feet of 36-inch Ductile Iron (DI) pipe for City of Hutto water line project, instead of the previously specified 36-inch PVC pipe. This adjustment is required for the 48-inch bored steel casing under FM 3349 and the transition to a 56-inch casing for the open cut section. This modification was requested by and is 100% reimbursable by the City of Hutto.

Change Order Number	Approved	Cost This CO	Total COs
09	1/30/2024	-368,749.53	1,474,546.30

5. Contractor Convenience. 5A Contractor exercises option to change the traffic control plan: This Change Order revises the as-bid Traffic Control Plan (TCP) and construction phasing of the FM 3349 project. The modified TCP allows the Contractor to work on both, the North Bound and South Bound Frontage Roads simultaneously. The changes to the TCP and construction phasing do not impact the project’s completion date and results in savings on several contract items.

Change Order Number	Approved	Cost This CO	Total COs
10	1/30/2024	67,965.30	1,542,511.60

4. Third Party Accommodation. 4B. Third party requested work: This Change Order compensates the Contractor for installing 390 LF of 4-inch steel casing with 1.5" HDPE water service line and fittings for the Jonah waterline project on FM 3349 at station 475+50. This work was requested by the Jonah Water Special Utility District and is 100% reimbursed by the Jonah Water Special Utility District.

Change Order Number	Approved	Cost This CO	Total COs
11	2/1/2024	271,902.72	1,814,414.32

3. County Convenience. 3F. Additional work desired by the County: This Change Order provides compensation to the Contractor for the installation of a 24-inch Steel Encasement Sleeve spanning 470 linear feet in the Jonah water line project on FM 3349 at station 426+51. The sleeve is part of the Williamson County real estate agreement executed during the ROW acquisition.

Change Order Number	Approved	Cost This CO	Total COs
12	4/16/2024	64,791.00	1,879,205.32

1. Design Error or Omission - 1A. Incorrect PS&E. 4B. Third party requested work: This Change Order provides compensation to the Contractor for modifying the length and elevation of the Jonah water line under US79 and UPRR tracks, and for abandoning the existing 2-lnch Jonah water line located within the UPRR ROW on the south side of US79.

Change Order Number	Approved	Cost This CO	Total COs
13	4/16/2024	82,301.65	1,961,506.97

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing FM 3349 roadway. The repairs include fixing ruts and cracks and repairing a crash cushion and MBGF damaged by the public. This Change Order also adds new items to install additional small signs to improve safety on the CR 101 (Jughandle Road), pay for off duty police officers, and locating an existing utility line.

Change Order Number	Approved	Cost This CO	Total COs
14	4/16/2024	101,248.22	2,062,755.19

2C. New Development (Conditions Changing After PS&E Completed). This Change Order provides compensation to the Contractor for relocating box culvert No. 4 on the southbound frontage road, to accommodate the location of the new City of Hutto street (Spine Road). The culvert and crossover to FM 3349 were moved approximately 36ft. to the north to align with the centerline of the Spine Road.

Change Order Number	Approved	Cost This CO	Total COs
15	7/16/2024	24,513.18	2,087,268.37

2. Differing Site Conditions (unforeseeable). 2C. New development (conditions changing after PS&E completed). This Change Order provides compensation to the Contractor for additional construction surveying, traffic control management, and low production asphalt placement due to the different site conditions on driveway No. 5 of the northbound frontage road.

Change Order Number	Approved	Cost This CO	Total COs
16	7/16/2024	35,324.07	2,122,592.44

2. Differing Site Conditions (unforeseeable) 2I. Additional safety needs: This Change Order provides compensation to the Contractor for performing pavement repairs, within the project limits, on the existing US 79 eastern turnaround roadway. The repairs include removal of existing failed asphalt surface and flex base areas and replacing it with full depth hot mixed asphalt.

Change Order Number	Approved	Cost This CO	Total COs
17	7/16/2024	11,849.07	2,134,441.51

1. Design Error or Omission 1A. Incorrect PS&E: This Change Order provides compensation to the Contractor for abandoning the water well and removing the pump house, ancillary pipes and fittings, electrical power supply, concrete slab, and performing dirt work within the project right-of-way (ROW) and the Jonah SUD water line easement. The roadway plans do not show the well, and the Jonah water line plans include a note stating, "County to coordinate abandonment of structure with property owner." However, a pay item was not included in the original Contract.

Change Order Number	Approved	Cost This CO	Total COs
18	8/13/2024	18,623.43	2,153,064.94

2. Differing Site Conditions. 2G Unadjusted Utility (unforeseeable): This Change Order compensates the Contractor for modifying the jacked & bored and open trench sections of the Jonah 36-in steel encased water line on Line A. During construction, a newly installed gas line along the northside of US 79 was found to be in conflict with the proposed water line. To clear the conflict, the jacked & bored section of the water line was lowered by 5 ft. This change created the need for additional shoring and material handling, and fittings to return the water line to its original elevation before continuing with the open cut section. To mitigate the cost, Jonah SUD provided revised plan sheets reducing the length of the jacked & bore section and increasing the length of the open cut section. The unused steel casing and spacers were delivered to Jonah SUD for future use.

Change Order Number	Approved	Cost This CO	Total COs
19	8/13/2024	9,869.00	2,162,933.94

1. Design Error or Omission. 1A Incorrect PS&E : This Change Order compensates the Contractor for replacing the bridge blister anchor bolts for the illumination poles on the northbound and southbound bridges. The as-bid plan set specified the incorrect type of base plate and anchor bolts for the bridge mounted poles. The Contractor submitted an RFI proposing to use the specified base plates with the correct type of anchor bolts. The Engineer of Record (EOR) reviewed the request and agreed with the Contractor's proposal. As a result of this change, 27 previously approved and fabricated anchor bolt sets, will be replaced with the correct type for the specified illumination poles. The supplier did not give the Contractor the option to pay a re-stocking fee for the original anchor bolts. Therefore, 27 anchor bolts will be delivered to Wilco maintenance yard to be used in future projects.

Change Order Number	Approved	Cost This CO	Total COs
20	10/8/2024	167,583.65	2,330,517.59

4B. Third party requested work. This Change Order adds an item for lettering and logos with lighting on both northbound and southbound frontage road bridges over US79. The cost of this work will be split equally between the cities of Hutto and Taylor.

Adjusted Price = $84,271,555.72

Project Name: CR 366 Reconstruction (Chandler Road to Carlos G. Parker Boulevard)
Project No. 22IFB138 Original Contract Price = $17,694,262.46

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/31/2022	9/28/2022	12/27/2022	1/6/2023	8/23/2024	10/10/2024		515		515

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	1/6/2023	2/28/2023	54	$1,184,919.53	$1,184,919.53	$131,657.73	$131,657.73	7	10
2	3/1/2023	3/31/2023	31	$220,649.15	$1,405,568.68	$24,516.57	$156,174.30	9	17
3	4/1/2023	4/30/2023	30	$195,624.79	$1,601,193.47	$21,736.09	$177,910.39	10	22
4	5/1/2023	5/31/2023	31	$540,591.96	$2,141,785.43	$60,065.77	$237,976.16	13	28
5	6/1/2023	6/30/2023	30	$1,603,804.24	$3,745,589.67	$178,200.47	$416,176.63	23	34
6	7/1/2023	7/31/2023	31	$781,944.84	$4,527,534.51	$86,882.76	$503,059.39	28	40
7	8/1/2023	8/31/2023	31	$1,589,668.07	$6,117,202.58	$176,629.79	$679,689.18	38	46
8	9/1/2023	9/30/2023	30	$933,910.69	$7,051,113.27	$103,767.85	$783,457.03	44	52
9	10/1/2023	10/31/2023	31	$448,939.28	$7,500,052.55	$49,882.14	$833,339.17	46	58
10	11/1/2023	11/30/2023	30	$314,298.57	$7,814,351.12	$34,922.07	$868,261.24	48	64
11	12/1/2023	12/31/2023	31	$413,086.23	$8,227,437.35	$45,898.47	$914,159.71	51	70
12	1/1/2024	1/31/2024	31	$452,008.26	$8,679,445.61	$50,223.14	$964,382.85	54	76
13	2/1/2024	2/29/2024	29	$653,498.36	$9,332,943.97	$72,610.92	$1,036,993.77	58	82
14	3/1/2024	3/31/2024	31	$1,806,457.71	$11,139,401.68	-$450,709.47	$586,284.30	65	88
15	4/1/2024	4/30/2024	30	$1,982,213.76	$13,121,615.44	$104,327.04	$690,611.34	77	93
16	5/1/2024	5/31/2024	31	$493,857.95	$13,615,473.39	$25,992.52	$716,603.86	80	99
17	6/1/2024	6/30/2024	30	$581,362.25	$14,196,835.64	$30,598.02	$747,201.88	83	105
18	7/1/2024	7/31/2024	31	$412,312.68	$14,609,148.32	$21,700.66	$768,902.54	88	111
19	8/1/2024	8/31/2024	23	$1,634,444.26	$16,243,592.58	$86,023.39	$854,925.93	98	116
20	9/1/2024	9/30/2024	0	$660,945.77	$16,904,538.35	-$509,935.35	$344,990.58	99	116
21	10/1/2024	10/31/2024	0	$110,804.68	$17,015,343.03	$2,261.32	$347,251.90	100	116

11/30/2024 Comments - James Construction Group awaiting vegetation establishment, project close-out is in progress.

Change Order Number	Approved	Cost This CO	Total COs
01	6/6/2023	$ 11,562.50	$ 11,562.50

1A. Design Error or Omission. Incorrect PS&E. : This change order adds the installation of the construction exits along CR 366 and FM 397 Carlos G Parker to access to the project site. The construction entrances or exits are to provide a stable pathway to keep the mud sediment off the public roads and improve safety.

Change Order Number	Approved	Cost This CO	Total COs
02	12/12/2023	$ 82,015.80	$ 93,578.30

2I: Additional safety needs (unforeseeable): This Change Orders provides funds to compensates the Contractor to implement a full closure of CR 366 until the completion of the project. The full closure is needed due to the severe rutting and pavement failures the road experienced after construction started. Williamson County and the City of Taylor agreed to close the road to through traffic and implement a detour route to improve the safety of the traveling public and facilitate the construction of the new road. 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9): This Change Order also creates new contract items for mowing and potholing to locate unmarked utilities within the project limits.

Change Order Number	Approved	Cost This CO	Total COs
03	5/7/2024	71,050.63	164,628.93

2I. Additional safety needs (unforeseeable): This Change Order compensates the Contractor for various items paid under Force Account to address required additional safety improvements, repairs to the existing CR 366, and potholing to locate existing fiber optic lines. 3F. Additional work desired by the County: This Change Order also compensates the Contractor for widening a driveway on CR 369, replacing unsuitable material on CR 366, installing an underdrain pipe, removing Oncor poles on CR 366 and FM 397, and paying off duty police officers.

Change Order Number	Approved	Cost This CO	Total COs
04	9/12/2024	67,778.02	232,406.95

1B. Design Error or Omission. Other.: This Change Order adds striping items to the Contract that were not included in the bid tabs or the original plans.

Adjusted Price = $17,926,669.41

Project Name: Bud Stockton Extension (CR 305 to FM 487)
Project No. 23IFB13

Original Contract Price = $5,917,275.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/12/2022	12/20/2022	1/3/2023	2/9/2023	8/14/2023			177	6	183

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/1/2023	2/28/2023	16	$173,685.65	$173,685.65	$19,298.41	$19,298.41	3	9
2	3/1/2023	3/31/2023	31	$509,598.69	$683,284.34	$56,622.07	$75,920.48	13	26
3	4/1/2023	4/30/2023	30	$596,757.76	$1,280,042.10	$66,306.42	$142,226.90	25	42
4	5/1/2023	5/31/2023	31	$935,377.65	$2,215,419.75	$103,930.85	$246,157.75	43	59
5	6/1/2023	6/30/2023	30	$493,627.50	$2,709,047.25	$54,847.50	$301,005.25	52	75
6	7/1/2023	7/31/2023	31	$1,774,451.07	$4,483,498.32	$197,161.23	$498,166.48	86	92
7	8/1/2023	8/31/2023	14	$822,967.99	$5,306,466.31	-$218,878.78	$279,287.70	92	100
8	9/1/2023	9/30/2023	0	$220,970.36	$5,527,436.67	-$166,482.87	$112,804.83	98	100
9	10/1/2023	10/31/2023	0	$27,078.46	$5,554,515.13	$552.62	$113,357.45	98	100
10	11/1/2023	3/1/2024	0	$15,204.70	$5,569,719.83	$310.30	$113,667.75	99	100

11/30/2024 Comments - Awaiting vegetation establishment.

Change Order Number	Approved	Cost This CO	Total COs
01	3/7/2023	$ 35,830.59	$ 35,830.59

6D. Untimely ROW/Utilities. Other.: As part of the ROW Agreement, Williamson County is responsible for installing the new fence along the ROW. The Agreement was finalized after the design, so the items were not included in the bid documents. Also, temporary fence must be installed around the existing pond while the pond is being backfilled.

Change Order Number	Approved	Cost This CO	Total COs
02	8/23/2023	$ 97,110.00	$ 132,940.59

2. Differing Site Conditions (unforeseeable) 2E: Miscellaneous difference in site conditions (unforeseeable)(Item 9). This Change Order compensates the Contractor for performing full-depth repairs to the existing Bud Stockton Loop pavement prior to the 1-inch overlay of hot mix asphalt.

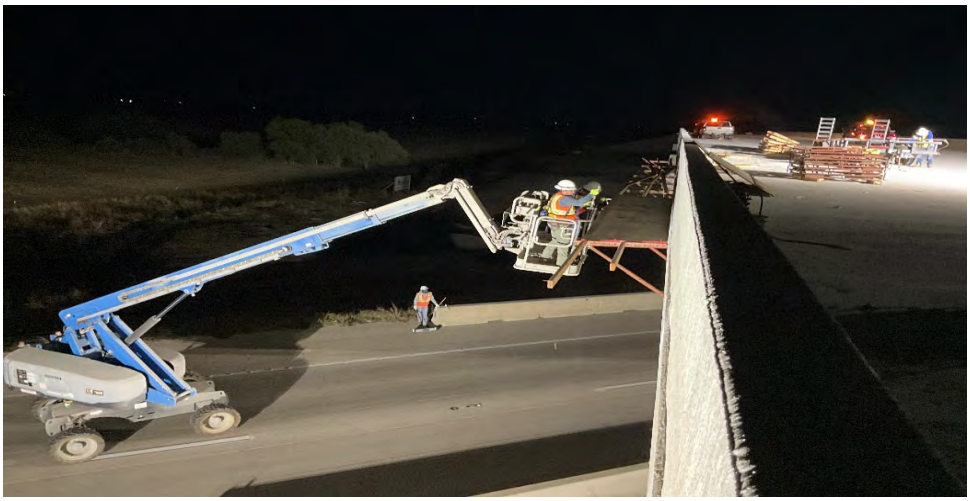
Change Order Number	Approved	Cost This CO	Total COs
03	2/14/2024	-292,169.97	-159,229.38

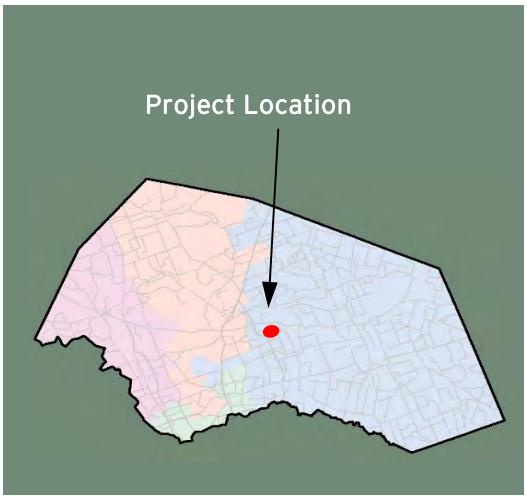
2E. Miscellaneous difference in site conditions (unforeseeable) (Item 9). This Change Order provides the final balancing for the overruns/underruns of Contract quantities on the project that are a result of addressing field conditions not accounted for in the original plans. 2I. Additional safety needs (unforeseeable). Due to the new stop condition on FM 487, TxDot requested LED stop signs and rumble strips be installed to make a safer condition at the new all-way stop. 2J. Other: Installing a 6in sleeve for Jarrell ISD High School under their new driveway off of Bud Stockton.

Change Order Number	Approved	Cost This CO	Total COs
04	7/16/2024	2,905.00	-156,324.38

4.Third Party Accommodations. 4B. Third party requested work: This Change Order compensates the contactor for adding additional "T" post and tightening a portion of the newly installed fence along the Hawthorne Parcel and Wilco ROW.

Adjusted Price = $5,760,950.62





Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Project Length: 2.3 Miles
Roadway Classification: Suburban Arterial

Project Schedule: October 2023 - Summer 2026
Estimated Construction Cost: $30.5 Million



NOVEMBER 2024 IN REVIEW

11/1/24: Capital Excavation completed pouring concrete flumes for the SH 130 Bridge. The contractor backfilled various sections of curb and gutter and mow strips throughout the project. Subcontractor Flasher striped the SH 29 widening.

11/8/24: Capital completed pouring the concrete bridge rail on both sides of the SH 130 Bridge. Subcontractor ATS completed electrical tie-ins for the SH 130 Bridge underlighting.

11/15/24: Capital removed overhang brackets from the SH 130 overpass. ESSI began seeding Sam Houston Avenue from East Mankins Bridge to SH 29.

11/22/24: Capital grooved the West Mankins Bridge and SH 130 Bridge. Subcontractor ESSI continued installing permanent signs from SH 29 to the SH 130 Bridge.

11/29/24: Capital painted the exterior of the SH 130 Bridge. Subcontractor ESSI continued installing permanent signs from SH 29 to the SH 130 Bridge.



Design Engineer: Atkins
Contractor: Capital Excavation
Construction Observation: Joseph Jones, HNTB

Williamson County
Road Bond Program

Corridor C / SH 29 Bypass
Project No. 23IFB67

Original Contract Price = $30,540,848.03

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
8/15/2023	8/22/2023	9/20/2023	9/30/2023				973		973

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/30/2023	9/30/2023	1	$1,397,211.48	$1,397,211.48	$155,245.72	$155,245.72	5	0
2	10/1/2023	10/31/2023	31	$1,541,032.92	$2,938,244.40	$171,225.88	$326,471.60	11	3
3	11/1/2023	11/30/2023	30	$1,838,538.26	$4,776,782.66	$204,282.03	$530,753.63	17	6
4	12/1/2023	12/31/2023	31	$2,431,249.16	$7,208,031.82	$270,138.79	$800,892.42	26	10
5	1/1/2024	1/31/2024	31	$1,078,672.93	$8,286,704.75	$119,852.55	$920,744.97	30	13
6	2/1/2024	2/29/2024	29	$2,770,832.24	$11,057,536.99	$307,870.25	$1,228,615.22	40	16
7	3/1/2024	3/31/2024	31	$1,644,580.73	$12,702,117.72	$182,731.19	$1,411,346.41	46	19
8	4/1/2024	4/30/2024	30	$3,003,806.67	$15,705,924.39	$333,756.30	$1,745,102.71	57	22
9	5/1/2024	5/31/2024	31	$1,749,723.10	$17,455,647.49	$194,413.68	$1,939,516.39	63	25
10	6/1/2024	6/30/2024	30	$3,336,725.12	$20,792,372.61	-$845,180.99	$1,094,335.40	72	28
11	7/1/2024	7/31/2024	31	$769,078.30	$21,561,450.91	$40,477.81	$1,134,813.21	74	31
12	8/1/2024	8/31/2024	31	$1,686,094.26	$23,247,545.17	$88,741.80	$1,223,555.01	80	35
13	9/1/2024	9/30/2024	30	$1,598,196.81	$24,845,741.98	$84,115.62	$1,307,670.63	86	38
14	10/1/2024	10/31/2024	31	$1,274,170.93	$26,119,912.91	$67,061.63	$1,374,732.26	90	41

11/30/2024 Comments - Capital Excavation continued placing topsoil and clean-up throughout the project. The contractor grooved the East Mankins Bridge and painted the exterior of the SH 130 Bridge. Subcontractor ESSI installed permanent signs from SH 29 to the SH 130 Bridge.

Change Order Number	Approved	Cost This CO	Total COs
01	5/2/2024	$ 6,201.00	$ 6,201.00

2. Differing Site Conditions (Unforeseeable) 2J. Other: This Change Order compensates the contractor for installing and removing a temporary 2-strand electric fence to maintain cattle while the Jonah water line is installed across private property.

Change Order Number	Approved	Cost This CO	Total COs
02	7/3/2024	$ 9,568.50	$ 15,769.50

1B. Design Error or Omission. Other.: This Change Order compensates the contractor for maintaining an existing Jonah water meter that was not accounted for in the plans.

Adjusted Price = $30,556,617.53

County Road 129
Project No. 24IFB23

Original Contract Price = $2,463,313.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
1/17/2024	1/30/2024	2/21/2024	3/4/2024	9/25/2024			215		215

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	3/4/2024	3/31/2024	28	$81,166.50	$81,166.50	$9,018.50	$9,018.50	4	13
2	4/1/2024	4/30/2024	30	$310,646.25	$391,812.75	$34,516.25	$43,534.75	18	27
3	5/1/2024	5/31/2024	31	$263,047.50	$654,860.25	$29,227.50	$72,762.25	30	41
4	6/1/2024	6/30/2024	30	$231,940.35	$886,800.60	$25,771.15	$98,533.40	40	55
5	7/1/2024	7/31/2024	31	$174,474.36	$1,061,274.96	$19,386.04	$117,919.44	48	70
6	8/1/2024	8/31/2024	31	$670,955.33	$1,732,230.29	-$26,749.42	$91,170.02	74	84
7	9/1/2024	9/30/2024	20	$413,907.85	$2,146,138.14	-$47,371.28	$43,798.74	89	93

11/30/2024 Comments - Chasco awaiting vegetation establishment. Project close-out is underway.

Adjusted Price = $2,463,313.00

CR 332 Realignment
Project No. 24IFB14

Original Contract Price = $2,545,345.00

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
12/5/2023	12/12/2023	2/5/2024	2/15/2024	7/22/2024	8/2/2024		240		240

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	2/5/2024	2/29/2024	15	$535,916.70	$535,916.70	$59,546.30	$59,546.30	24	6
2	3/1/2024	3/31/2024	31	$565,245.45	$1,101,162.15	$62,805.05	$122,351.35	50	19
3	4/1/2024	4/30/2024	30	$108,512.78	$1,209,674.93	$12,056.98	$134,408.33	55	32
4	5/1/2024	5/31/2024	31	$194,134.50	$1,403,809.43	$21,570.50	$155,978.83	64	45
5	6/1/2024	6/30/2024	30	$417,247.12	$1,821,056.55	$46,360.79	$202,339.62	83	57
6	7/1/2024	7/31/2024	22	$553,976.59	$2,375,033.14	-$153,869.56	$48,470.06	99	66
7	8/1/2024	8/31/2024	0	$14,171.17	$2,389,204.31	$289.21	$48,759.27	100	66
8	9/1/2024	9/30/2024	0	$6,184.53	$2,395,388.84	$126.22	$48,885.49	100	66

10/31/2024 Comments - Awaiting vegetation establishment. Chasco continued vegetative watering.

Change Order Number	Approved	Cost This CO	Total COs
01	4/24/2024	$ 17,175.00	$ 17,175.00

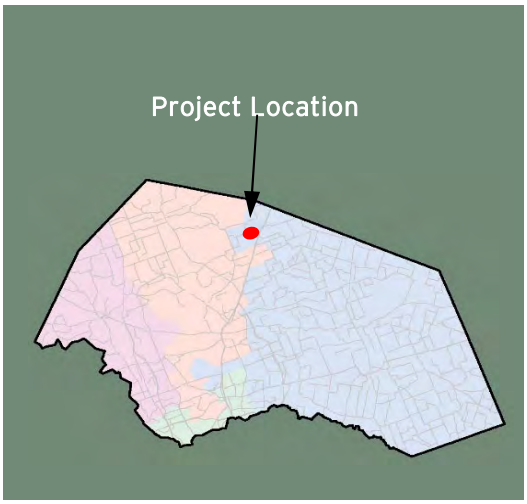
4. Third Party Accommodation 4B: Third party requested work: While performing the pre-shutdown for the Sonterra water line it was determined that Sonterra had a valve that would not close. Sonterra requested that the contractor replace the damaged valve as well as relocate an existing air release that was in conflict with the new tie-in.

Change Order Number	Approved	Cost This CO	Total COs
02	11/26/2024	$ (113,248.33)	$ (96,073.33)

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.

Adjusted Price = $2,449,271.67





Bud Stockton at FM 487 Traffic Signal
(Intersection of Bud Stockton & FM 487)

Project Length: 1000 Feet
Roadway Classification: Major Collector

Project Schedule: July 2024 - Late 2024
Estimated Construction Cost: $0.6M



NOVEMBER 2024 IN REVIEW

11/1/24: Austin Traffic Signal (ATS) began forming for the controller cabinet installation on the northwest corner of the Bud Stockton and FM 487 intersection.

11/8/24: ATS formed the controller cabinet installation and began excavating for the pedestrian pole on the northwest corner of the Bud Stockton and FM 487 intersection.

11/15/24: ATS formed the controller cabinet installation on the northwest corner of the Bud Stockton and FM 487 intersection.

11/22/24: ATS continued forming the controller cabinet pad and ground boxes for the Bud Stockton and FM 487 intersection. ATS installed conduit and worked on the electrical connections for the signal.

11/29/24: ATS formed and poured concrete for the controller cabinet pad, ground boxes, and signal pole drill shafts at the corners of the Bud Stockton and FM 487 intersection.



Design Engineer: Kimley Horn
Contractor: Austin Traffic Signal
Construction Observation:
Joseph Jones, HNTB

Williamson County
Road Bond Program

Project Name: Bud Stockton at FM 487 Traffic Signal
Project No. 24IFB33

Original Contract Price = $553,983.00

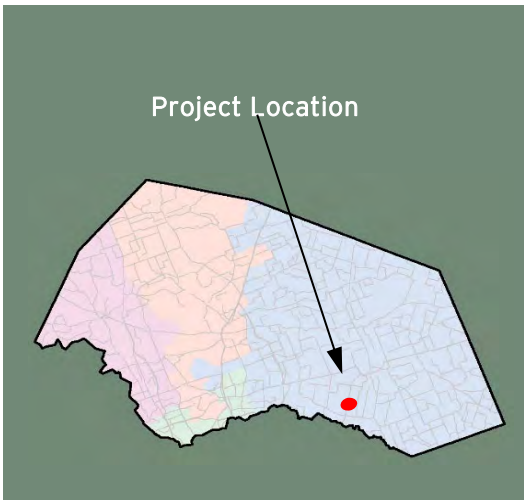
Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
3/14/2024	4/25/2024	7/12/2024	7/22/2024				263		263

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	7/1/2024	9/30/2024	71	$100,800.00	$100,800.00	$11,200.00	$11,200.00	20	27

11/30/2024 Comments - Austin Traffic Signal formed and poured concrete for the controller cabinet pad, ground boxes, and signal pole drill shafts at the corners of the Bud Stockton and FM 487 intersection. ATS worked on the electrical connections for the signal.

Adjusted Price = $553,983.00





East Wilco Highway (Southeast Loop - Segment 2)
(CR 137 south of Hutto and CR 404)

Project Length: 4.658 miles
Roadway Classification: Rural Arterial

Project Schedule: September 2024 - Summer 2028
Estimated Construction Cost: $64.4M



NOVEMBER 2024 IN REVIEW

11/1/24: Capital Excavation excavated and backfilled the approach areas of Bridges 5 and 6. Subcontractor Wylie Drilling drilled and poured concrete for all drill shafts on Abutment 1 and Bent 2 for Bridge 4, Abutment 2 for Bridge 6.

11/8/24: Subcontractor Wylie Drilling drilled and poured concrete for all drill shafts on Abutment 7, Bent 6, and Bent 5 for the Cottonwood Creek Bridge.

11/15/24: Subcontractor J. Arbor installed rock filter dams along the Cottonwood Creek. Subcontractor GK tied steel for drill shafts for Bridge 1 and tied caps for Bridge 6 and Bridge 7.

11/22/24: Capital Excavation began tying reinforcing steel and placing forms for Abutment 1 on Bridge 3 and Abutment 1 of Bridge 4.

11/29/24: Capital Excavation began lime treating subgrade in the areas between FM 1660 and FM 3349. Subcontractor TRP removed the temporary signals and activated the new signals at the East Wilco Hwy. and Derby Day/Little Lake intersection.



Design Engineer: JMT
Contractor: Capital Excavation
Construction Observation:
Kyle McCoy, HNTB

Williamson County
Road Bond Program

Project Name: East Wilco Highway (Southeast Loop, Segment 2)
Project No. 24IFB59

Original Contract Price = $64,407,606.63

Letting	Award	Notice To Proceed	Begin Work	Substantial Completion	Completion Certificate		Total Bid Days	Days Added	Total Days
7/17/2024	7/30/2024	8/30/2024	9/12/2024				1345		1345

Invoice Number	Beginning Date	Ending Date	Days Charged	Current Invoice	Invoiced Total	Current Retainage	Total Retainage	% ($) Used	% Time Used
1	9/12/2024	10/31/2024	50	$4,044,752.86	$4,044,752.86	$449,416.98	$449,416.98	7	4

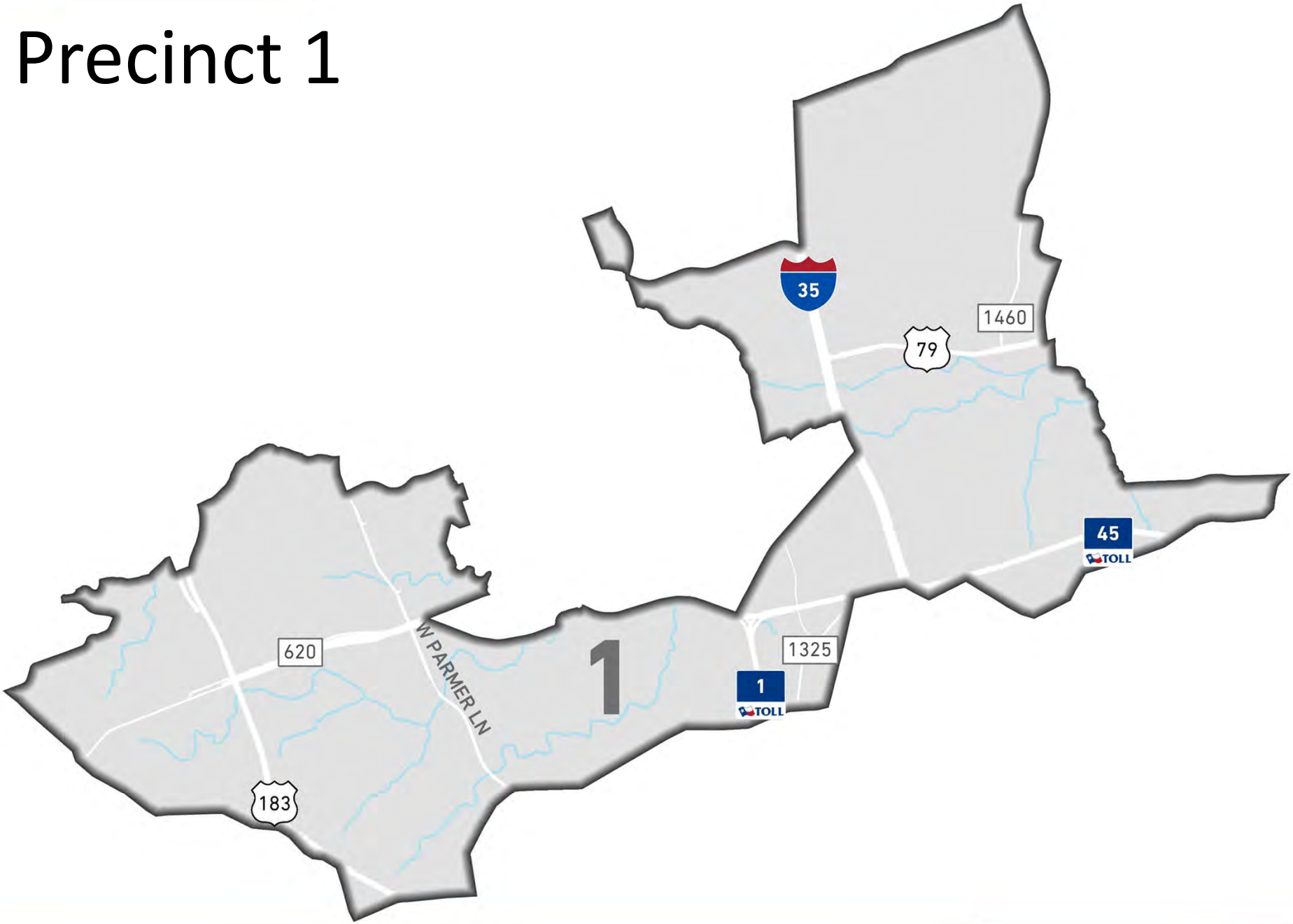
11/30/2024 Comments - Capital Excavation completed tying reinforcing steel, placing forms, and placing concrete for Abutment 1 on Bridge 3 and Abutment 1 of Bridge 6. Cap Ex began lime treating subgrade in the areas between FM 1660 and FM 3349. The contractor worked on the box culvert west of CR 134. Subcontractor Wylie Drilling drilled and poured concrete for all drill shafts for Bents 5 - 7 on the Brushy Creek Bridge. Subcontractor Ranger Excavation excavated and processed embankment and began cutting ditches and drainage swells in various locations from FM 1660 to FM 3349. Subcontractor TRP removed the temporary signals and activated the new signals at the East Wilco Hwy and Derby Day/Little Lake intersection.

Adjusted Price = $64,407,606.63

Williamson County Commissioners Court

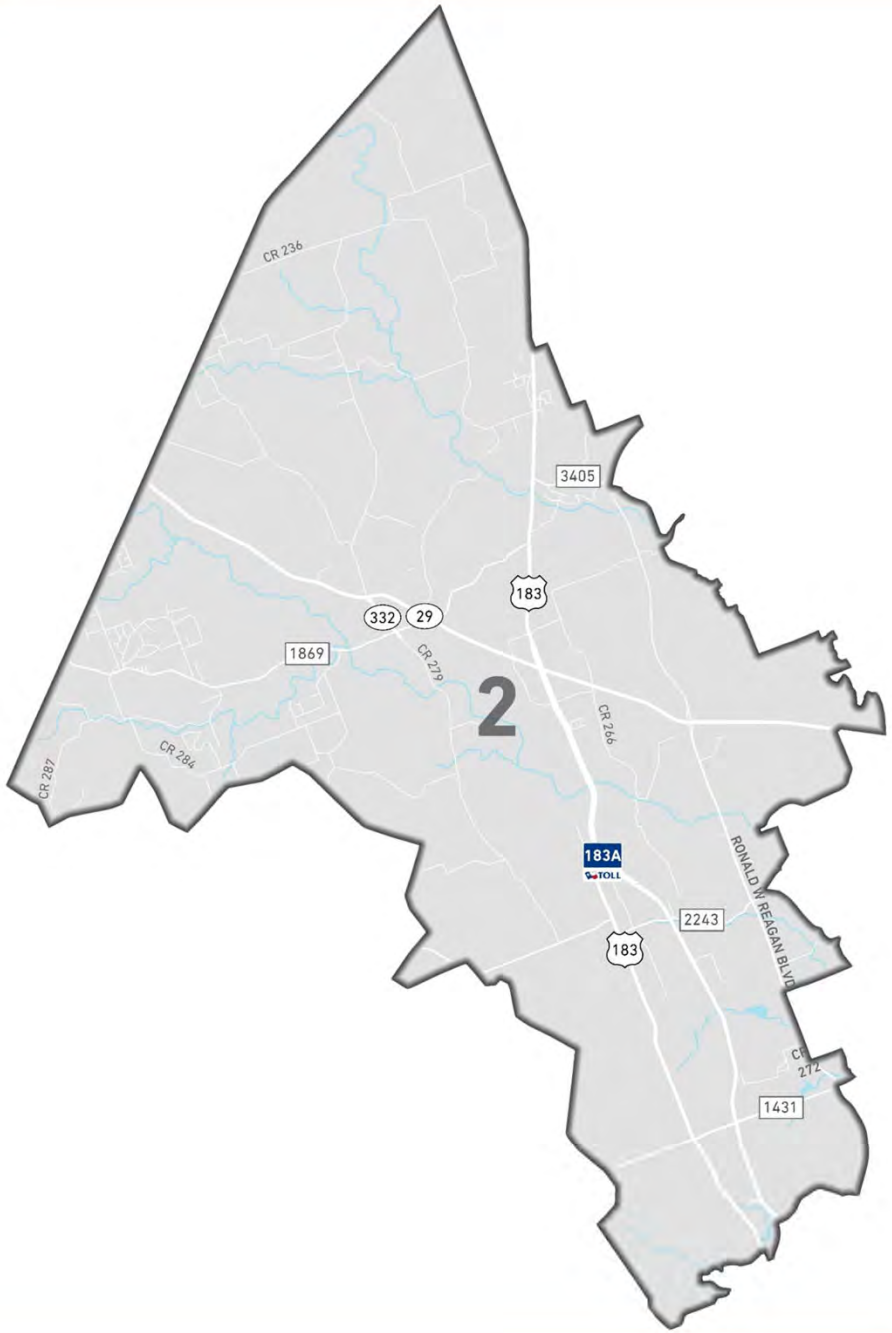
Road Bond Program
December 17, 2024

Precinct 1



Projects under planning and design, no active construction projects.

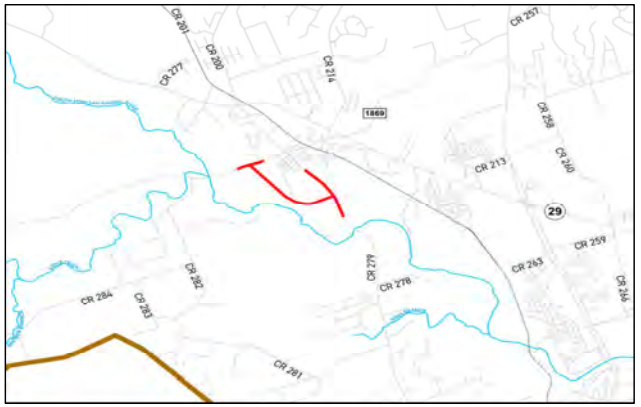
Precinct 2


CR 236
3405
183
332
29
1869
CR 279
2
CR 266
CR 284
CR 287
183A
TOLL
RONALD W REAGAN BLVD
2243
183
CR 272
1431

Liberty Hill (SH 29) Bypass

Anticipated Completion

Late 2025



Original Contract Price = $14,149,449.00

Total Change Orders to Date = $280,462.00

Adjusted Contract Price = $ 14,429,911.00

Expenditures to Date = $7,718,733.65 (54%)

Liberty Hill (SH 29) Bypass



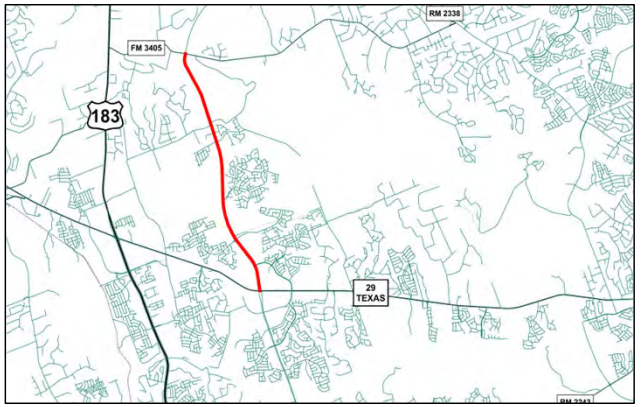
Liberty Hill (SH 29) Bypass



Ronald Reagan Widening
(SH 29 to FM 3405)

Anticipated Completion

Summer 2027



Original Contract Price = $52,159,299.00

Total Change Orders to Date = $174,790.00

Adjusted Contract Price = $52,334,089.00

Expenditures to Date = $5,194,655.36 (10%)

Ronald Reagan Widening
(SH 29 to FM 3405)



Ronald Reagan Widening
(SH 29 to FM 3405)

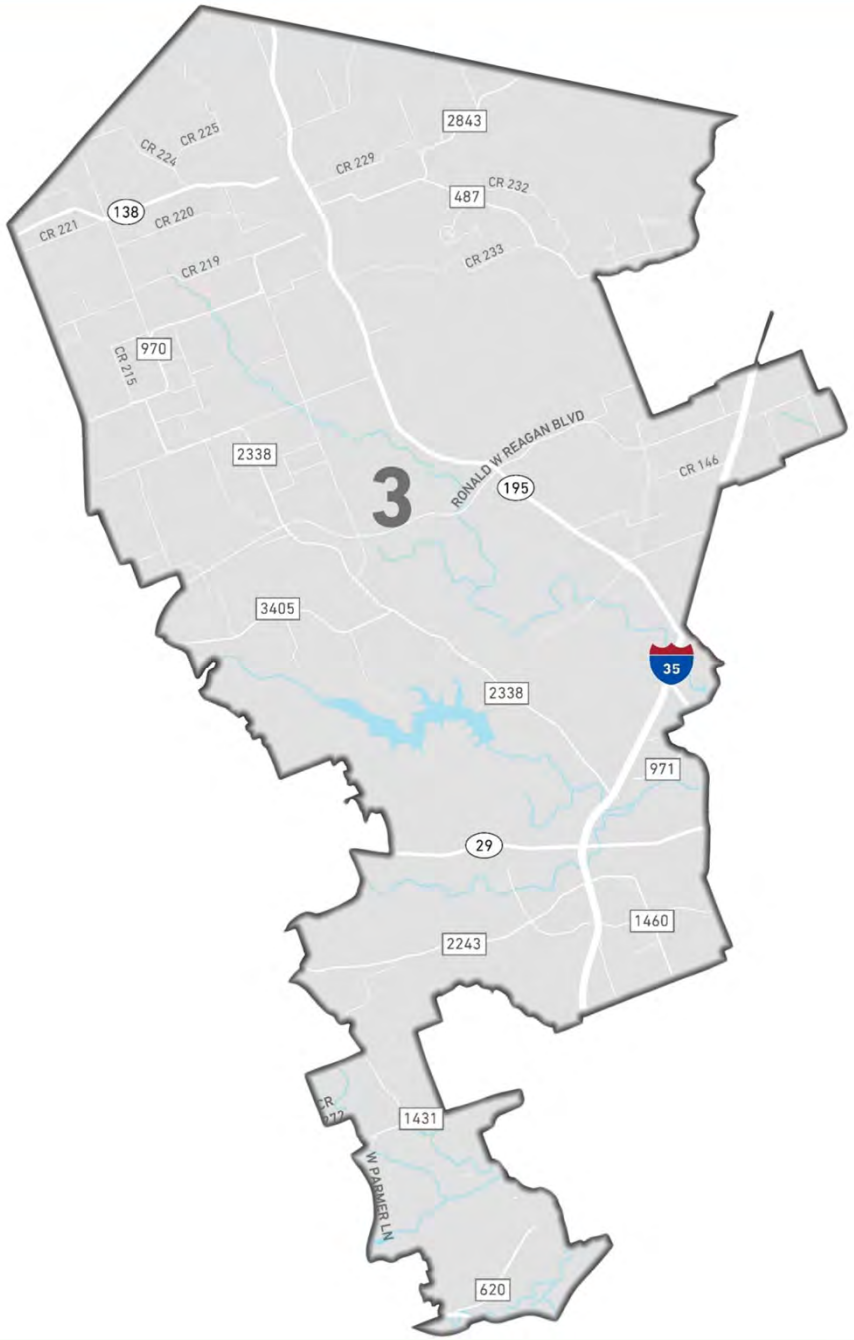


Ronald Reagan Widening
(SH 29 to FM 3405)



WILCO TEXAS

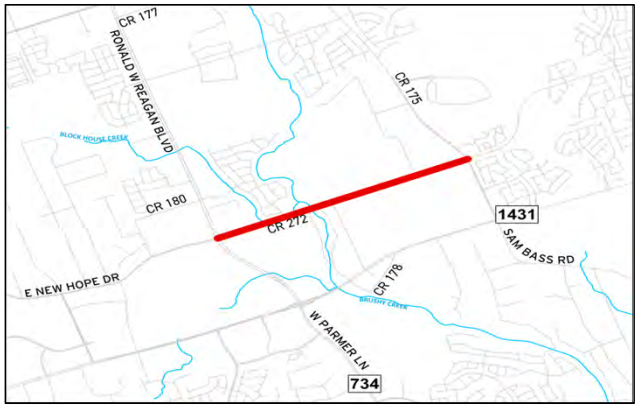
Precinct 3


3
CR 224
CR 225
CR 229
2843
CR 232
487
138
CR 220
CR 221
CR 219
CR 233
970
CR 215
2338
RONALD W REAGAN BLVD
195
CR 146
3405
35
2338
971
29
1460
2243
1431
W PARMER LN
620

New Hope Drive Phase 2A

Substantially Complete

November 2024



Partnership with the City of Cedar Park

Original Contract Amount = $22,619,961.16

Construction is managed by the City of Cedar Park

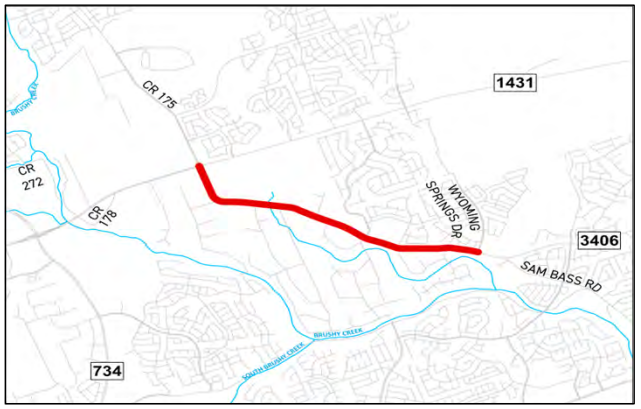
New Hope Drive Phase 2A



Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)

Anticipated Completion

Fall 2025



Original Contract Price = $36,145,959.00

Total Change Orders to Date = -$2,192,985.66

Adjusted Contract Price = $33,952,973.34

Expenditures to Date = $17,827,716.03 (53%)

Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)



WILCO TEXAS

Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)

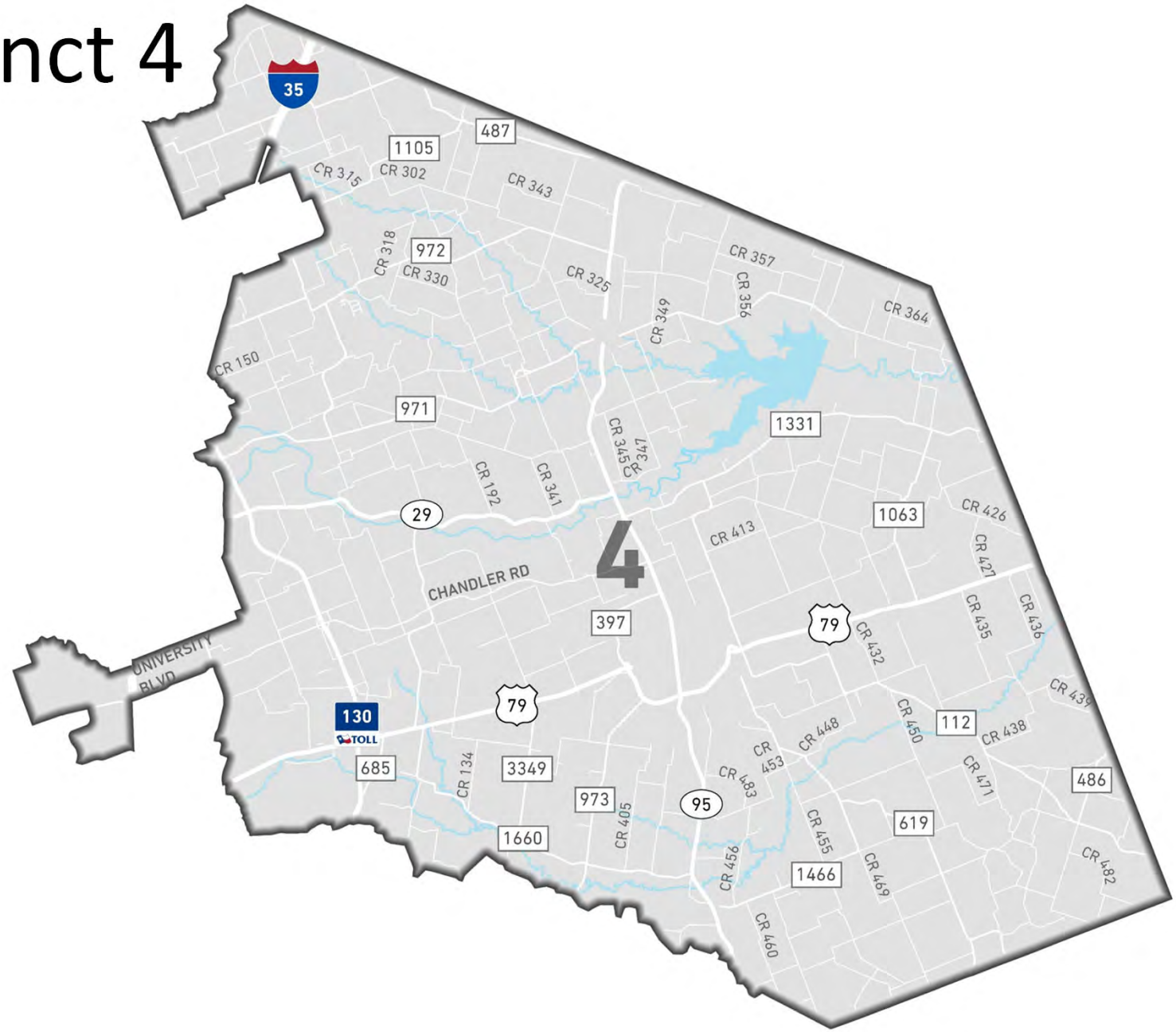


WILCO TEXAS

Corridor H/Sam Bass
(RM 1431 to Wyoming Springs Drive)



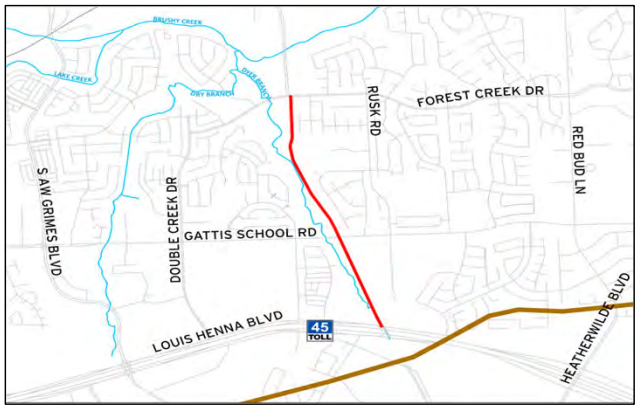
Precinct 4


35
487
1105
CR 315
CR 302
CR 343
CR 318
972
CR 330
CR 325
CR 357
CR 356
CR 364
CR 349
CR 150
971
1331
CR 345
CR 347
CR 192
CR 341
29
4
CR 413
1063
CR 426
CR 427
CHANDLER RD
397
79
CR 432
CR 435
CR 436
UNIVERSITY BLVD
130
TOLL
79
CR 439
CR 450
112
CR 438
CR 448
CR 453
685
CR 134
3349
CR 483
CR 471
486
973
95
CR 405
619
CR 455
1660
CR 456
1466
CR 469
CR 482
CR 460

Kenney Fort Boulevard – Seg. 2 and 3 (Forest Creek Drive to SH 45)

Anticipated Completion

Late 2024



Partnership with the City of Round Rock

Original Contract Amount = $23,409,120.97

Construction is managed by the City of Round Rock

Kenney Fort Boulevard – Seg. 2 and 3
(Forest Creek Drive to SH 45)



WILCO TEXAS

East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)

Anticipated Completion

Summer 2025 (Roadwork)



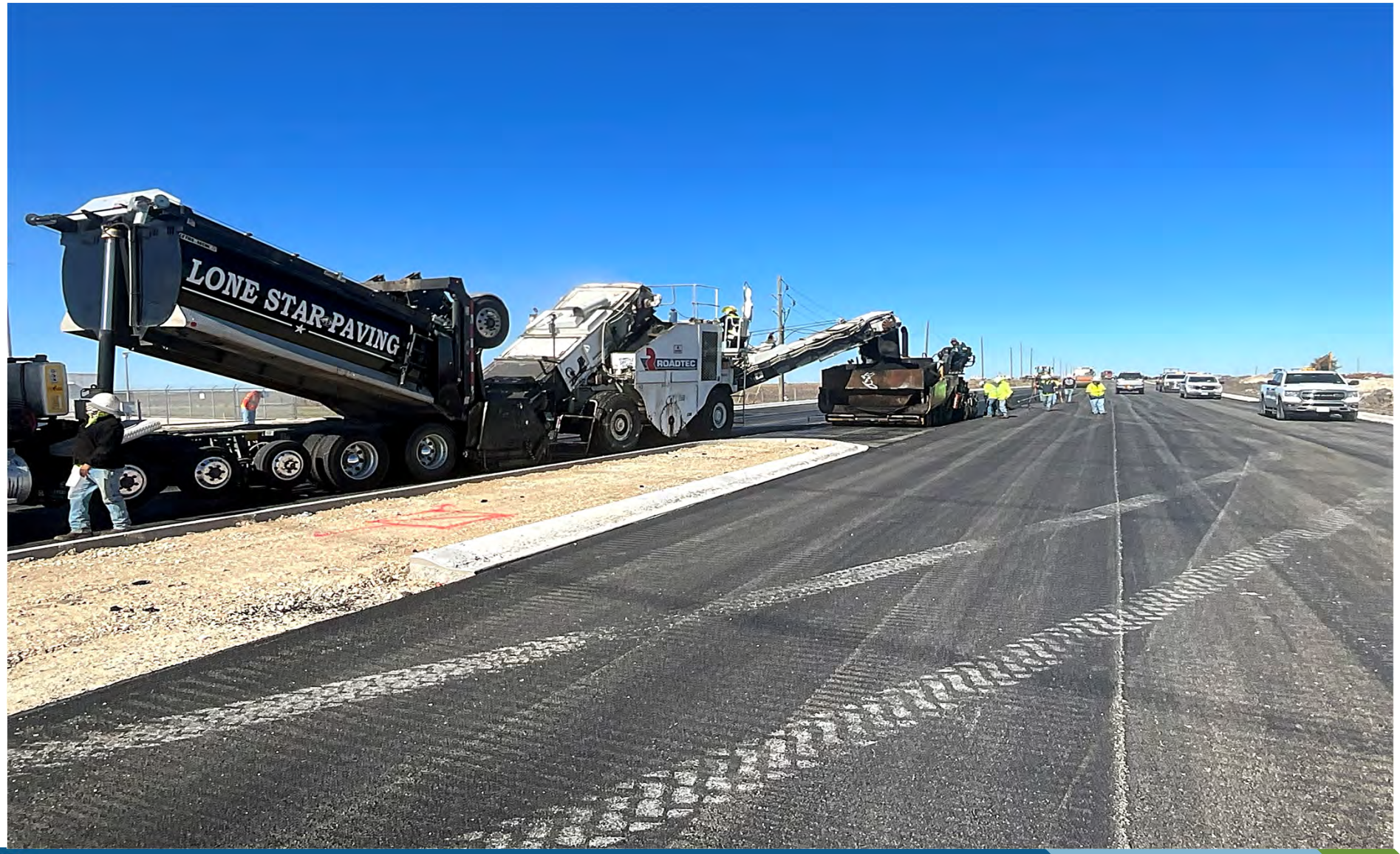
Original Contract Amount = $81,941,038.13

Total Change Orders = $2,330,517.59

Adjusted Contract Price = $84,271,555.72

Expenditures to Date = $58,817,909.02 (70%)

East Wilco Highway (FM 3349 / US 79 Interchange) (US 79 to CR 404)



East Wilco Highway (FM 3349 / US 79 Interchange)
(US 79 to CR 404)



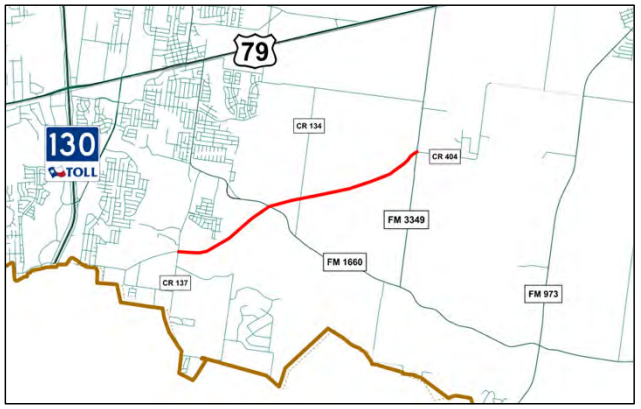
East Wilco Highway (FM 3349 / US 79 Interchange)
(US 79 to CR 404)



East Wilco Highway - Segment 2
(CR 137 South of Hutto and CR 404)

Anticipated Completion

Summer 2028



Original Contract Amount = $64,407,606.63

Total Change Orders = $0.00

Adjusted Contract Price = $64,407,606.63

Expenditures to Date = $4,494,169.84 (7%)

East Wilco Highway – Segment 2
(CR 137 South of Hutto and CR 404)



WILCO TEXAS

East Wilco Highway – Segment 2
(CR 137 South of Hutto and CR 404)



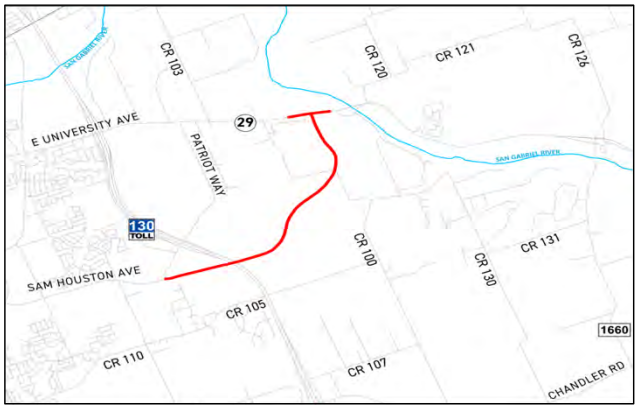
East Wilco Highway – Segment 2
(CR 137 South of Hutto and CR 404)



Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)

Anticipated Completion

Summer 2026



Original Contract Amount = $30,540,848.03

Total Change Orders = $15,769.50

Adjusted Contract Price = $30,556,617.53

Expenditures to Date = $27,494,645.17 (90%)

Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)



Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)



WILCO TEXAS

Corridor C / SH 29 Bypass
(Sam Houston Avenue at Patriot Way to SH 29)



Bud Stockton Extension
(Traffic Signal at FM 487)

Anticipated Completion

Late 2024



Original Contract Amount = $553,983.00

Total Change Orders = $0.00

Adjusted Contract Price = $ 553,983.00

Expenditures to Date = $112,000.00 (20%)

Bud Stockton Extension
(Traffic Signal at FM 487)



Bud Stockton Extension
(Traffic Signal at FM 487)



Commissioners Court - Regular Session **46.**

Meeting Date: 12/17/2024

22IFB139 FM3349 at US79 - Change Order #21 (MBGF Long Span)

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. 21 in the amount of $5,462.50 for Project 22IFB139 FM3349 at US79 (James Construction Group) P: 332 Funding Source: Road Bond.

Background

This Change Order compensates the Contractor for installing a long-span metal beam guard fence on the project. At several locations on the south bound frontage road (SBFR), the backless concrete inlets conflict with the location of the wooden posts supporting the metal beam guard fence (MBGF) runs. These conflicts were reviewed by the Engineer of Record, and it was recommended to utilize the TxDOT standard long-span MBGF to clear the conflicts. This solution has been agreed to by TxDOT. Multiple items will be added by this Change Order. Please see attached Change Order. This Change Order results in a net increase of $5,462.50 to the Contract amount, for an adjusted Contract total of $84,277,018.22. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $2,335,980.09 has been added to the Contract, resulting in an 2.85% 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.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

22IFB139 FM3349 CO#21

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/12/2024 11:48 AM
Form Started By: Julissa Vasquez		Started On: 12/08/2024 06:21 PM
Final Approval Date: 12/12/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 21

Contract Award Date:	9/13/2022
Project Number:	22IFB139
Funding Source:	P332
Roadway:	FM 3349
CSJ Number:	3486-01-008

Contractor: James Construction Group, LLC

NTP Required: ☑ Yes ☐ No

Project Name: FM 3349 at US 79

Change Order Work Limits: Sta. 2453+00 to Sta. 2468+00

Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

Reasons: 1B (3 Max. - In order of importance - Primary first)

Describe the work being revised:

1B. Design Error or Omission. This Change Order compensates the Contractor for installing long-span metal beam guard fence in the project. At several locations on south bound frontage road (SBFR), the backless concrete inlets conflict with the location of the wooden posts supporting the metal beam guard fence (MBGF) runs. These conflicts were reviewed by the Engineer of Record, and it was recommended to utilize the TxDOT standard long-span MBGF to clear the conflicts. This solution has been agreed to by TxDOT Georgetown Area Office.

Work to be performed in accordance with Items: See attached

New or revised plan sheet(s) are attached and numbered: 194, 195 and GF (31) LS - 17

New Special Provisions/Specifications to the contract are attached: ☐ Yes ☑ 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).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 12-3-24

By

Typed/Printed Name Joey Williams

Typed/Printed Title Division Manager

The following information must be provided

Time Ext. #: N/A Days added on this CO: 0

Amount added by this change order: $5,462.50

Original Contract Amount:	$81,941,038.13
Total Change Orders To-Date:	$2,335,980.09
Percent Change in Original Contract:	2.85%

RECOMMENDED FOR EXECUTION:

12/4/2024
Senior Construction Engineer — Date

12/6/2024
Program Manager — Date

N/A
3rd Party Signature — Date

RECOMMENDED FOR EXECUTION:

12/6/2024
Department of Infrastructure, Williamson County — Date

APPROVED:

Presiding Officer of the Williamson County Commissioners Court — Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *21* ***Project #*** *22IFB139*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE		HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
540 6001	MTL W-BEAM GD FEN (TIM POST)	LF	$21.53	1,670.00	$35,955.10	(150.00)	1,520.00	$32,725.60	($3,229.50)
540 6017	MTL W-BEAM GD FEN (Long Span System)	LF	$44.52	0.00	$0.00	100.00	100.00	$4,452.00	$4,452.00
540 6020	MTL BM W- Beam GD Fence (Low Fill Culvert)	LF	$84.80	0.00	$0.00	50.00	50.00	$4,240.00	$4,240.00
	TOTALS				$35,955.10			$41,417.60	$5,462.50

Williamson County Road Bond Program

FM3349 at US 79
Williamson County Project No. 22IFB139

Change Order No. 21

Reason for Change

This Change Order compensates the Contractor for installing long-span metal beam guard fence in the project. At several locations on south bound frontage road (SBFR), the backless concrete inlets conflict with the location of the wooden posts supporting the metal beam guard fence (MBGF) runs. These conflicts were reviewed by the Engineer of Record, and it was recommended to utilize the TxDOT standard long-span MBGF to clear the conflicts. This solution has been agreed to by TxDOT.

Following is summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
540 6017	MTL W-BEAM GD FEN (Long Span System)	100	LF
540 6020	MTL BM W- Beam GD Fence (Low Fill Culvert)	50	LF

This Change Order results in a net increase of $5,462.50 to the Contract amount, for an adjusted Contract total of $84,277,018.22. The original Contract amount was $81,941,038.13. As a result of this and all Change Orders to-date, $2,335,980.09 has been added to the Contract, resulting in an 2.85% 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	FM3349 at US79		Solicitation #	22IFB139
Date awarded	9/13/2022			
Awarded Contract Amount		$81,941,038.13		
			Percentage Change	
	Change order #1	$925,354.41	1.13%	
	Change order #2	$82,000.00	0.10%	
	Change order #3	$195,302.81	0.24%	
	Change order #4	-$472,492.20	-0.58%	
	Change order #5	-$5,274.97	-0.01%	
	Change order #6	$130,053.00	0.16%	
	Change order #7	$661,031.30	0.81%	
	Change order #8	$327,321.48	0.40%	
	Change order #9	-$368,749.53	-0.45%	
	Change order #10	$67,965.30	0.08%	
	Change order #11	$271,902.72	0.33%	
	Change order #12	$64,791.00	0.08%	
	Change order #13	$82,301.65	0.10%	
	Change order #14	$101,248.22	0.12%	
	Change order #15	$24,513.18	0.03%	
	Change order #16	$35,324.07	0.04%	
	Change order #17	$11,849.07	0.01%	
	Change order #18	$18,623.43	0.02%	
	Change order #19	$9,869.00	0.01%	
	Change order #20	$167,583.65	0.20%	
	Change order #21	$5,462.50	0.01%	
	Total changes to date	$2,335,980.09	2.85%	(Running totals here)
	Adjusted contract amount	$84,277,018.22		

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

CHANGE ORDER PROPOSAL

Date: 10/28/2024

CO#21 - ESSI MBGF LOW FILL & LONG SPAN

Invoice #

Primoris Services Corporation
James Construction Group

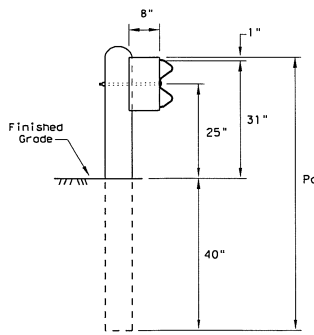
Bill To:
HNTB- WILLIAMSON COUNTY

RE:
Wilco FM3349 @ US-79
ASIF MIRZAZADA
CSJ: 3486-01-008
Project # 20221115

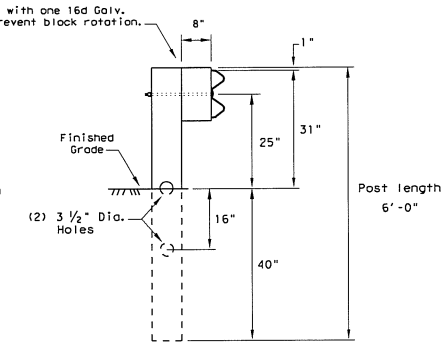
Qty	UM	Description	Unit Price	Total
50.00	LF	MTL BEAM GD FEN (LOW FILL CULVERT) (540-6020)	$84.80	**$4,240.00**
100.00	LF	MTL BM GD FEN (LONG SPAN SYSTEM) (540-6017)	$44.52	**$4,452.00**
(150.00)	LF	MTL BEAM GD FENCE (TIM POST) (540-6001)	$21.53	**($3,229.50)**
		PREPARED BY: GARY COUCH		
			Total	**$5,462.50**

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:

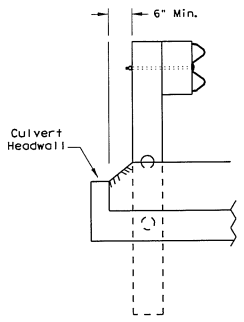


Standard Line Post Installation



Rectangular CRT Post
(6"x 8" x 6' Long)

(6) CRT required.
See Elevation Detail for locations.

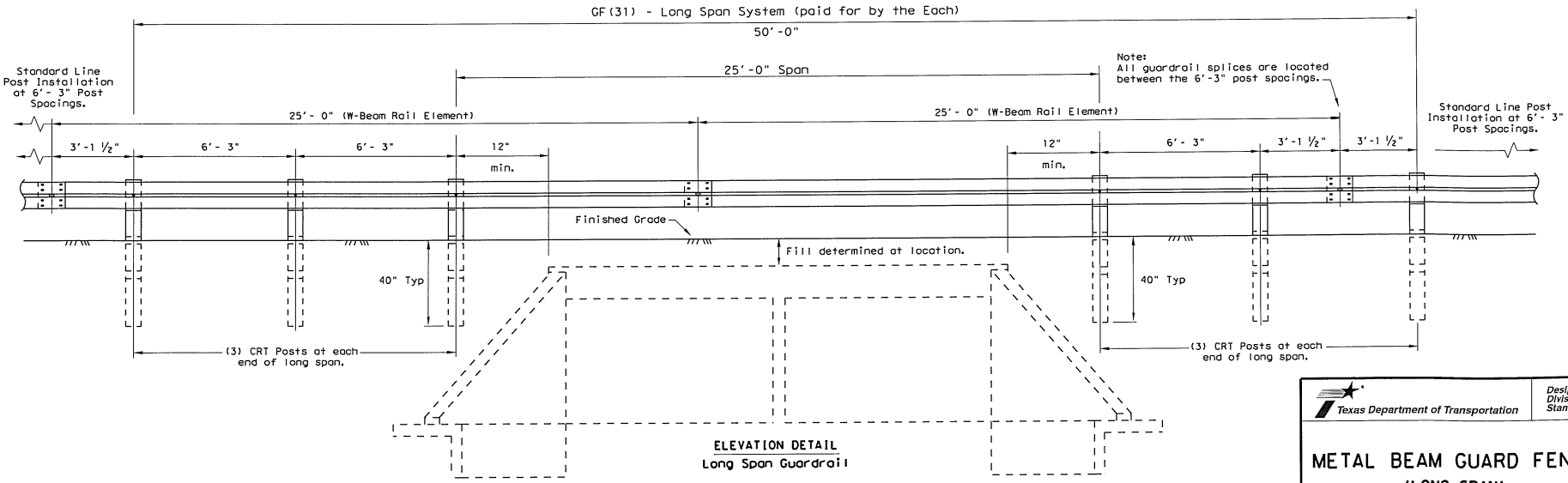


Lateral Offset Between the Guardrail and the Culvert Headwall

GENERAL NOTES

1. The type of line post (round wood post, rectangular wood post, or steel post) will be as shown in the plans. The exact position of the transitions shall be as shown in the plans or as directed by the Engineer. Steel posts to be galvanized in accordance with Item 445, "Galvanizing."
2. Rail element shall meet all requirements of Item 540, "Metal Beam Guard Fence" except as modified on the plans. The Contractor may furnish rail elements of 12 ½ or 25 foot nominal lengths.
3. Rail post holes are offset 3'- 1 ½" from standard guardrail to accommodate the midspan splicing.
4. Button head post bolts (ASTM A307) shall be of sufficient length to extend through the full thickness of the nut (ASTM A563) and no more than ¾" beyond it. Button head splice bolts (ASTM A307) are ⅝" x 1 ¼" with a ⅝" double recessed nut (ASTM A563). Galvanized fittings (bolts, nuts, and washers) shall be in accordance with Item, "Metal For Structures". Fittings shall be subsidiary to the bid item requiring construction of transition.
5. Where solid rock is encountered or where shown on the plans, the diameter of the holes shall be approximately 12 inches, the backfilling shall be with a cohesionless material, and embedment depth shall be 1' - 6" or more as directed by the Engineer.
6. Posts shall not be set in concrete, of any depth.
7. Refer to GF(31) Standard Sheet for additional details.

NOTE: Field drilled holes shall be repaired in accordance with Item 445, "Galvanizing". Flame cutting of holes in guardrail shall not be permitted.



ELEVATION DETAIL
Long Span Guardrail

Texas Department of Transportation

Design Division Standard

METAL BEAM GUARD FENCE
(LONG SPAN)

GF(31)LS-17

FILE: gf31ls17.dgn	DN: TxDOT	CK: KM	DW: VP	CK: CGL	
© TxDOT: December 2011	CONT	SECT	JOB	HIGHWAY	
REVISIONS Revised 12, 2017 CL	DIST	COUNTY		SHEET NO.	

Commissioners Court - Regular Session **47.**

Meeting Date: 12/17/2024

24IFB57 Ronald Reagan Blvd. Widening - Change Order #3 (Striping)

Submitted By: Julissa Vasquez, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Change Order No. 3 in the amount of $28,962.50 for Project 24IFB57 Ronald Reagan Blvd. Widening (Chaso Constructors) P: 336 Funding Source: Road Bond.

Background

This Change Order adds multiple items for pavement markings. Due to the high amount of traffic along Ronald Reagan between SH 29 and FM 3405, the existing striping is difficult to see or is missing. By restriping Ronald Reagan, it will improve the safety of the traveling public. Please see the attached Change Order for additional details. This Change Order results in a net increase of $28,962.50 to the Contract amount, for an adjusted Contract total of $52,363,051.50. The original Contract amount was $52,159,299.00. As a result of this and all Change Orders to-date, $203,752.50 has been added to the Contract, resulting in a 0.39% 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.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

24IFB57 RR Blvd Widening-CO#3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/12/2024 12:03 PM
Form Started By: Julissa Vasquez		Started On: 12/08/2024 06:46 PM
Final Approval Date: 12/12/2024		

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 3

Contract Award Date:	7/16/2024
Project Number:	*24IFB57*
Funding Source:	*P336*
Roadway:	*Ronald Reagan Boulevard*
CSJ Number:	N/A

Contractor: **Chasco Constructors** NTP Required: ☑ Yes ☐ No

Project Name: **Ronald Reagan Boulevard Widening**

Change Order Work Limits: Sta. **2405+37.55** to Sta. **2680+84.48**

Type of Change(on federal-aid non-exempt projects): **Minor** (Major/Minor)

Reasons: **3L** (3 Max. - In order of importance - Primary first)

Describe the work being revised:

3L. County Convenience. Revising safety work/measures desired by the County. This Change Order adds multiple items for pavement markings. Due to the high amount of traffic along Ronald Reagan between SH 29 and FM 3405, the existing striping is difficult to see or is missing. By restriping Ronald Reagan, it will improve the safety of the traveling public.

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 ☑ 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).

The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.

THE CONTRACTOR Date 11/26/2024

By _____

Typed/Printed Name Scott Ambrus

Typed/Printed Title Project Manager

The following information must be provided

Time Ext. #: **N/A** Days added on this CO: **0**

Amount added by this change order: **$28,962.50**

Original Contract Amount: **$52,159,299.00**

Total Change Orders To-Date: **$203,752.50**

Percent Change in Original Contract: **0.39%**

RECOMMENDED FOR EXECUTION:

11/26/2024
Senior Construction Engineer Date

12/6/2024
Program Manager Date

N/A
3rd Party Signature Date

RECOMMENDED FOR EXECUTION:

12/6/2024
Department of Infrastructure
Williamson County Date

APPROVED:

Presiding Officer of the
Williamson County Commissioners Court Date

WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: *3* ***Project #*** *24IFB57*

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items:

				ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		
ITEM	DESCRIPTION	UNIT	UNIT PRICE	QUANTITY	ITEM COST	QUANTITY	QUANTITY	ITEM COST	OVERRUN/ UNDERRUN
666-6167	REFL PAV MRK TY II W 4 BRK	LF	$0.25	0.00	$0.00	550.00	550.00	$137.50	$137.50
666-6170	REFL PAV MRK TY II W 4 SLD	LF	$0.25	0.00	$0.00	55,400.00	55,400.00	$13,850.00	$13,850.00
666-6207	REFL PAV MRK TY II Y 4 SLD	LF	$0.25	0.00	$0.00	51,580.00	51,580.00	$12,895.00	$12,895.00
6185-6003	TMA (MOBILE OPERATION)	HR	$260.00	50.00	$13,000.00	8.00	58.00	$15,080.00	$2,080.00
	TOTALS				$13,000.00			$41,962.50	$28,962.50

CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

Williamson County Road Bond Program

Ronald Reagan Boulevard Widening
Williamson County Project No. 24IFB57

Change Order No. 3

Reason for Change

This Change Order adds multiple items for pavement markings. Due to the high amount of traffic along Ronald Reagan between SH 29 and FM 3405, the existing striping is difficult to see or is missing. By restriping Ronald Reagan, it will improve the safety of the traveling public.

Following is a summary of new items required for this Change Order.

ITEM	DESCRIPTION	QTY	UNIT
666-6167	REFL PAV MRK TY II W 4 BRK	550	LF
666-6170	REFL PAV MRK TY II W 4 SLD	55,400	LF
666-6207	REFL PAV MRK TY II Y 4 SLD	51,580	LF

This Change Order results in a net increase of $28,962.50 to the Contract amount, for an adjusted Contract total of $52,363,051.50. The original Contract amount was $52,159,299.00. As a result of this and all Change Orders to-date, $203,752.50 has been added to the Contract, resulting in a 0.39% 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	Ronald Reagan Blvd. Widening	Solicitation #	24IFB57	
Date awarded	7/16/2024			
Awarded Contract Amount		$52,159,299.00		
			Percentage Change	
	Change Order #1	$145,428.00	0.28%	
	Change Order #2	$29,362.00	0.06%	
	Change Order #3	$28,962.50	0.06%	
	Total changes to date	$203,752.50	0.39%	(Running totals here)
	Adjusted contract amount	$52,363,051.50		

CHASCO CONSTRUCTORS

P.O. Box 1057
Round Rock, TX 78680
(512) 244-0600
Fax (512) 244-6085

24080 - RONALD REAGAN BLVD WIDENING
CHANGE PROPOSAL 004
RESTRIPE EXISTING RONALD REAGAN BLVD

11/4/2024

BID ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL
(666-6167)	REFL PAV MRK TY II W 4 BRK	550	LF	$0.25	$ 137.50
(666-6170)	REFL PAV MRK TY II W 4 SLD	55,400	LF	$0.25	$ 13,850.00
(666-6207)	REFL PAV MRK TY II Y 4 SLD	51,580	LF	$0.25	$ 12,895.00
6185-6003	TMA (MOBILE OPERATION)	8	HR	$260.00	$ 2,080.00

	TOTAL PROPOSAL	***$ 28,962.50***

Commissioners Court - Regular Session **48.**

Meeting Date: 12/17/2024

Award #23RFSQ113 Engineering Services for the Planning of Corridor A3 from SH95 to US 79 to LJA Engineering, Inc. for Corridor A3 for Road and Bridge

Submitted For: Joy Simonton **Submitted By:** Johnny Grimaldo, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding #23RFSQ113 Engineering Services for the Planning of Corridor A3 from SH95 to US 79 to LJA Engineering, Inc., in the maximum amount payable of one-million Five Hundred Thousand Dollars ($1,500,000.00) and authorize execution of the agreement. The funding source is P630.

Background

Williamson County sent out over six thousand (6,000) notifications with one hundred twenty-one (121) document takers and received six (6) submittals. Williamson County solicited qualified engineering firms to provide engineering services to assist Williamson County staff in the Planning of Corridor A3 from SH95 to US 79. LJA Engineering, Inc. was the high scoring firm and was recommended for the award. The funding source is P630 and the point of contact is Bob Daigh.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

PSA LJA Engineering Inc redacted

Scoresheet Corridor A3-signed_Redacted

Form 1295 LJA Engineering, Inc Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	12/11/2024 11:47 AM
County Judge Exec Asst.	Delia Colon	12/11/2024 12:03 PM
Form Started By: Johnny Grimaldo		Started On: 09/30/2024 09:00 AM
Final Approval Date: 12/11/2024		

WILLIAMSON COUNTY
CONTRACT FOR ENGINEERING SERVICES

FIRM: **LJA Engineering, Inc.** **("Engineer")**
ADDRESS: **2700 La Frontera Blvd, Suite 200**
Round Rock , Texas 78681
PROJECT: **23RFSQ113 Corridor A3 (SH 95 to US 79)** **("Project")**

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

THIS CONTRACT FOR ENGINEERING SERVICES ("Contract") is made and entered into, effective as the date of the last party's execution hereinbelow, by and between Williamson County, Texas, a political subdivision of the State of Texas, whose offices are located at 710 Main Street, Suite 101, Georgetown, Texas, 78626 (hereinafter referred to as "County"), and Engineer, and such Contract is for the purpose of contracting for professional engineering services.

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 engineers; and

WHEREAS, County and Engineer desire to contract for such professional engineering services; and

WHEREAS, County and Engineer wish to document their agreement concerning the requirements and respective obligations of the parties;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable considerations, and the covenants and agreements hereinafter contained to be kept and performed by the respective parties hereto, it is agreed as follows:

ARTICLE 1
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

A. Contract Documents. The Contract Documents consist of this Contract, any exhibits attached hereto (which exhibits are hereby incorporated into and made a part of this Contract), any fully executed Work Authorizations; any fully executed Supplemental Work Authorizations and all fully executed Contract Amendments (as defined herein in Article 14) which are subsequently issued. These form the entire contract, and all are as fully a part of this

Contract as if attached to this Contract or repeated herein.

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

A. TxDOT 2011 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
B. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2014 or 2024, as applicable and as amended
C. National Environmental Policy Act (NEPA)
D. 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), including latest revisions
E. Americans with Disabilities Act (ADA) Regulations
F. U.S. Army Corps Regulations
G. International Building Code, current edition as updated
H. Williamson County Design Criteria & Project Development Manual, latest edition
I. Williamson County Multi-Corridor Transportation Plan Project Level Environmental Review and Compliance Protocol, latest edition
J. Williamson County Protocol for Sustainable Roadsides, latest edition

ARTICLE 2
NON-COLLUSION; DEBARMENT; AND FINANCIAL INTEREST PROHIBITED

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

B. Debarment Certification. Engineer must sign the Debarment Certification enclosed herewith as **Exhibit A**.

C. Financial Interest Prohibited. Engineer covenants and represents that Engineer, his/her/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 3
ENGINEERING SERVICES

Engineer shall perform Engineering Services as identified in **Exhibit B** entitled "Engineering Services."

County will prepare and issue Work Authorizations, in substantially the same form identified and attached hereto as **Exhibit C** and entitled "Work Authorization No. ____", to authorize the Engineer to perform one or more tasks of the Engineering Services. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, definite review times by County and Engineer of all Engineering Services and a fee amount agreed upon by the County and Engineer. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the Engineer's responsibilities and obligations established in this Contract. The executed Work Authorizations shall become part of this Contract.

All work must be completed on or before the date specified in the Work Authorization. The Engineer shall promptly notify the County of any event which will affect completion of the Work Authorization, although such notification shall not relieve the Engineer from costs or liabilities resulting from delays in completion of the Work Authorization. Should the review times or Engineering Services take longer than shown on the Work Authorization, through no fault of Engineer, Engineer may submit a timely written request for additional time, which shall be subject to the approval of the County. Request for additional time shall be submitted at least 15 business days before termination or expiration of the Work Authorization. Any changes in a Work Authorization shall be enacted by a written Supplemental Work Authorization before additional costs may be incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization.

ARTICLE 4
CONTRACT TERM

A. Term. The Engineer is expected to complete the Engineering Services described herein in accordance with the above-described Work Authorizations or any Supplemental Work Authorization related thereto. If Engineer does not perform the Engineering Services in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall have the right to terminate this Contract as set forth below in Article 20. So long as the County elects not to terminate this Contract, it shall continue from day to day until such time as the Engineering Services are completed in accordance with each applicable Work Authorization or any Supplemental Work Authorization related thereto. Any Engineering Services performed or costs incurred after the date of termination shall not be eligible for reimbursement. Engineer shall notify County in writing as soon as possible if he/she/it determines, or reasonably anticipates, that the Engineering Services will not be completed on or before the date specified in the Work Authorization or any Supplemental Work Authorization and in full accordance with the terms of the applicable Work Authorization or any Supplemental Work Authorization .

B. Work Authorizations. Engineer acknowledges that each Work Authorization is of critical importance and agrees to undertake all reasonably necessary efforts to expedite the performance of Engineering Services required herein so that construction of the Project will be commenced and completed as scheduled. In this regard, and subject to adjustments in a particular Work Authorization, as provided in Article 3 herein, Engineer shall proceed with sufficient qualified personnel and consultants necessary to fully and timely accomplish all Engineering Services required under this Contract in a professional manner.

C. Commencement of Engineering Services. After execution of this Contract, Engineer shall not proceed with Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and has received an executed Work Authorization, which serves as the County's written notice to proceed, as provided in Article 8.

ARTICLE 5
COMPENSATION AND EXPENSES

County shall pay and Engineer agrees to accept up to the amount shown below as full compensation for the Engineering Services performed and to be performed under this Contract. The basis of compensation for the services of principals and employees engaged in the performance of the Engineering Services shall be based on the Rate Schedule set forth in the attached **Exhibit D**.

The maximum amount payable under this Contract, without modification, is **one million five hundred thousand Dollars ($ 1,500,000.00)** (the "Compensation Cap"), provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the Compensation Cap. The Compensation Cap shall be revised equitably only by written Contract Amendments executed by both parties in the event of a change the overall scope of the Engineering Services set forth in **Exhibit B**, as authorized by County. CAE

The Compensation Cap is based upon all labor and non-labor costs estimated to be required in the performance of the Engineering Services provided for under this Contract. Should the actual costs of all labor and non-labor costs rendered under this Contract be less than the above stated Compensation Cap, then Engineer shall receive compensation for only actual fees and costs of the Engineering Services actually rendered and incurred, which may be less than the above stated Compensation Cap.

The Compensation Cap herein referenced may be adjusted for Additional Engineering Services requested and performed only if mutually approved by a written Contract Amendment signed by both parties.

Engineer shall prepare and submit to County monthly progress reports in sufficient detail to support the progress of the Engineering Services and to support invoices requesting monthly payment. The format for such monthly progress reports and invoices must be in a format acceptable to County. Satisfactory progress of Engineering Services shall be an absolute condition of payment.

Engineer shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Contract in accordance with the Williamson County Vendor Reimbursement Policy set forth under **Exhibit E**. Invoices requesting reimbursement for costs and expenditures related to the Project (reimbursables) must be accompanied by copies of the provider's invoice and comply with the Williamson County Vendor Reimbursement Policy. The copies of the provider's invoice must evidence the actual costs billed to Engineer without mark-up.

ARTICLE 6
METHOD OF PAYMENT

Payments to Engineer shall be made while Engineering Services are in progress. Engineer shall prepare and submit to the County's Road Bond Program Manager, as identified herein-below, not more frequently than once per month, a progress report as referenced in Article 5 above. Such progress report shall state the percentage of completion of Engineering Services accomplished for an applicable Work Authorization or any Supplemental Work Authorization related thereto during that billing period and to date. This submittal shall also include a progress assessment report in a form acceptable to the County Auditor.

Simultaneous with submission of each progress report, Engineer shall provide the following documentation through the County's Road Bond Program Manager in a form acceptable to the County Auditor ("Invoice Package"):

(1) One (1) original certified invoice to the County ; and
(2) One (1) original complete packet of supporting documentation and time sheets detailing hours worked by staff persons with a description of the work performed by such persons, their work category, and approved billing rates as set forth in Exhibit B – Rate Schedule as part of this Contract

For Additional Engineering Services performed pursuant to this Contract, a separate Invoice Package of the Additional Engineering Services must be presented with the same aforementioned requirements.

Payments shall be made by County based upon Engineering Services actually provided and performed. **Upon timely receipt of a complete Invoice Package and approval thereof**, County shall make a good faith effort to pay the amount which is due and payable within thirty (30) days of the County Auditor's receipt. **Failure to submit a Complete Invoice Package may delay payments.** County reserves the right to reasonably withhold payment pending verification of satisfactory Engineering Services performed. Engineer has the responsibility to submit proof to County, adequate and sufficient in its determination, that tasks of an applicable Work Authorization or any Supplemental Work Authorization related thereto were completed.

The certified invoices shall show the total amount earned to the date of submission and shall show the amount due and payable as of the date of the current invoice. Final payment does

not relieve Engineer of the responsibility of correcting any errors and/or omissions resulting from his/her/its negligence.

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

ARTICLE 7
PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Engineer will be made within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which the County Auditor receives a correct invoice for services, whichever is later.

Engineer may charge a late fee (fee shall not be greater than that which is permitted by Texas law) for payments not made in accordance with this prompt payment policy; however, the Engineer's ability to charge a late fee shall not apply in the event:

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

B. The terms of a federal contract, grant, regulation, or statute prevent County from making a timely payment with federal funds; or

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

D. Engineer's failure to submit a Complete Invoice Package in accordance with the requirements of this Contract; or

E. The Complete Invoice Package is not submitted to the County's Road Bond Program Manager in strict accordance with any necessary instructions or requests provided by the Road Bond Program Manager.

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

ARTICLE 8
COMMENCEMENT OF ENGINEERING SERVICES

The Engineer shall not proceed with any task of the Engineering Services until Engineer has been thoroughly briefed on the scope of the Project and received an executed Work Authorization, which serves as the County's written notice to, to proceed with the applicable Engineering Services. The County shall not be responsible for work performed or costs incurred by Engineer related to any task for which a Work Authorization or a Supplemental Work

Authorization related thereto has not been issued and signed by both parties. Engineer shall not be required to perform any work for which a Work Authorization or a Supplemental Work Authorization related thereto has not been issued and signed by both parties.

ARTICLE 9
PROJECT TEAM

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

County's Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664_

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

Engineer's Designated Representative for purposes of this Contract is as follows:

LJA Engineering, Inc. – Attn: Derek Bohls, PE
2700 La Frontera Blvd. Suite 200
Round Rock, Texas 78681

Engineer shall have the right, from time to time, to change the Engineer's Designated Representative by giving County written notice thereof. With respect to any action, decision or determination which is to be taken or made by Engineer under this Contract, the Engineer's Designated Representative may take such action or make such decision or determination or shall notify County in writing of an individual responsible for and capable of taking such action, decision or determination and shall forward any communications and documentation to such individual for response or action. Actions, decisions or determinations by the Engineer's

Designated Representative on behalf of Engineer shall be done in his or her reasonable business judgment unless express standards or parameters therefor are included in this Contract, in which case, actions taken by the Engineer's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision or determination hereunder by the Engineer's Designated Representative shall be binding on Engineer. Engineer's Designated Representative shall have the right to modify, amend and execute Work Authorizations, Supplemental Work Authorizations and Contract Amendments on behalf of Engineer.

ARTICLE 10
PROGRESS EVALUATION

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

Should County determine that the progress in Engineering Services does not satisfy an applicable Work Authorization or any Supplemental Work Authorization related thereto, then County shall review same with Engineer to determine corrective action required.

Engineer shall promptly advise County in writing of events which have or may have a significant impact upon the progress of the Engineering Services, including but not limited to the following:

A. Problems, delays, adverse conditions which may materially affect the ability to meet the objectives of an applicable Work Authorization or any Supplemental Work Authorization related thereto, or preclude the attainment of Project Engineering Services units 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

B. Favorable developments or events which enable meeting goals sooner than anticipated in relation to an applicable Work Authorization's or any Supplemental Work Authorization related thereto.

ARTICLE 11
SUSPENSION

Should County desire to suspend the Engineering Services, but not to terminate this Contract, then such suspension may be effected by County giving Engineer thirty (30) calendar days' verbal notification followed by written confirmation to that effect. Such thirty-day notice may be waived in writing by agreement and signature of both parties. The Engineering 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 Engineering Services. Such sixty-day (60) notice may be

waived in writing by agreement and signature of both parties. If this Contract is suspended for more than thirty (30) days, Engineer shall have the option of terminating this Contract and, in the event, Engineer shall be compensated for all Engineering Services performed and reimbursable expenses incurred, provided such Engineering Services and reimbursable expenses have been previously authorized and approved by County, to the effective date of suspension.

If County suspends the Engineering Services, the contract period as determined in Article 4, and the Work Authorization or any Supplemental Work Authorization related thereto, shall be extended for a time period equal to the suspension period.

County assumes no liability for Engineering Services performed or costs incurred prior to the date authorized by County for Engineer to begin Engineering Services, and/or during periods when Engineering Services is suspended, and/or subsequent to the completion date.

ARTICLE 12
ADDITIONAL ENGINEERING SERVICES

If Engineer forms a reasonable opinion that any work he/she/it has been directed to perform is beyond the overall scope of this Contract, as set forth in **Exhibit B,** and as such constitutes extra work ("Additional Engineering Services"), he/she/it shall promptly notify County in writing through the County's Designated Representative. In the event County finds that such work does constitute Additional Engineering Services, County shall so advise Engineer and a written Contract Amendment will be executed between the parties as provided in Article 14. Any increase to the Compensation Cap due to Additional Engineering Services must be set forth in such Contract Amendment. Engineer shall not perform any proposed Additional Engineering Services nor incur any additional costs prior to the execution, by both parties, of a written Contract Amendment. Following the execution of a Contract Amendment that provides for Additional Engineering Services, a written Work Authorization, which sets forth the Additional Engineering Services to be performed, must be executed by the parties. County shall not be responsible for actions by Engineer nor for any costs incurred by Engineer relating to Additional Engineering Services not directly associated with the performance of the Engineering Services authorized in this Contract, by a fully executed Work Authorization or a fully executed Contract Amendment thereto.

ARTICLE 13
CHANGES IN COMPLETED ENGINEERING SERVICES

If County deems it necessary to request changes to previously satisfactorily completed Engineering Services or parts thereof which involve changes to the original Engineering Services or character of Engineering Services under this Contract, then Engineer shall make such revisions as requested and as directed by County. Such revisions shall be considered as Additional Engineering Services and paid for as specified under Article 12.

Engineer shall make revisions to Engineering 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 Engineering Services.

ARTICLE 14
CONTRACT AMENDMENTS

The terms set out in this Contract may be modified by a written fully executed Contract Amendment. Changes and modifications to a fully executed Work Authorization shall be made in the form of a Supplemental Work Authorization. To the extent that such changes or modifications to a Work Authorization do not also require modifications to the terms of this Contract (i.e. changes to the overall scope of Engineering Services set forth in **Exhibit B**, modification of the Compensation Cap, etc.) a Contract Amendment will not be required.

ARTICLE 15
USE OF DOCUMENTS

All documents, including but not limited to drawings, specifications and data or programs stored electronically, (hereinafter referred to as "Engineering Work Products") prepared by Engineer and its subcontractors/subconsultants are related exclusively to the services described in this Contract 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 Engineer's designs under this Contract (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, without written verification or adaptation by Engineer for the specific purpose intended, shall be at County's sole risk and without liability to Engineer.

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

Upon execution of this Contract, Engineer grants to County permission to reproduce Engineer's work and documents for purposes of constructing, using and maintaining the Project, provided that County shall comply with its obligations, including prompt payment of all sums when due, under this Contract. Engineer shall obtain similar permission from Engineer's subcontractors/subconsultants consistent with this Contract. If and upon the date Engineer is adjudged in default of this Contract, 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 Engineer. However, County shall be permitted to authorize the contractor, subcontractors and material or equipment suppliers to reproduce applicable portions of the Engineering Work Products appropriate to and for use in the execution of the Work. Submission or distribution of Engineering Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of the Engineering Work Products shall be at County's sole risk and without liability to Engineer and its Engineers.

The parties shall mutually agree to an electronic format for Engineering Work Products or other data, including any special limitations not otherwise provided in this Contract, prior to any such Engineering Work Products or data being submitted electronically by either party to the other party. Upon such agreement between the parties, Engineering Work Products or other data provided in the agreed upon electronic format may be relied upon by the receiving party. In the event the parties cannot agree on an acceptable electronic format, only printed copies of documents conveyed by a party shall be relied upon by the receiving party.

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

ARTICLE 16
PERSONNEL, EQUIPMENT AND MATERIAL

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

ARTICLE 17
SUBCONTRACTING

Engineer shall not assign, subcontract or transfer any portion of the Engineering Services under this Contract without prior written approval from County. All subcontracts shall include the provisions required in this Contract. No subcontract shall relieve Engineer of any responsibilities under this Contract.

ARTICLE 18
REVIEW OF ENGINEERING SERVICES

Engineer's Engineering Services will be reviewed by County under its applicable technical requirements and procedures.

A. Completion. Reports, plans, specifications, and supporting documents shall be submitted by Engineer on or before the dates specified in the applicable Work Authorization or Supplemental Work Authorization related thereto. 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 the applicable Work Authorization, have been included in compliance with the requirements of this Contract. The completeness of any Engineering Services submitted to County shall be determined by County within thirty (30) days of such submittal and County shall notify Engineer in writing within such thirty (30) day period if such Engineering Services have been found to be incomplete. If the submission is Complete, County shall notify Engineer and County's technical review process will begin.

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

B. Acceptance. County shall review the completed Engineering Services for compliance with this Contract. If necessary, the completed Engineering Services shall be returned to Engineer, who shall perform any required Engineering Services and resubmit it to County. This process shall be repeated until the Engineering Services are Accepted. "Acceptance" or "Accepted" shall mean that in the County's reasonable opinion, substantial compliance with the requirements of this Contract has been achieved.

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

D. Errors and Omissions. After Final Approval, Engineer shall, without additional compensation, perform any work required as a result of Engineer's development of the work which is found to be in error or omission due to Engineer's negligence. However, any work required or occasioned for the convenience of County after Final Approval shall be paid for as Additional Engineering Services.

E. Disputes Over Classifications. In the event of any dispute over the classification of Engineer's Engineering Services as Complete, Accepted, or having attained Final Approved under this Contract, the decision of the County shall be final and binding on Engineer, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

F. County's Reliance on Engineer. ENGINEER'S DUTIES AS SET FORTH HEREIN SHALL AT NO TIME BE IN ANY WAY DIMINISHED BY REASON OF ANY REVIEW, EVALUATION OR APPROVAL BY THE COUNTY OR ITS AUTHORIZED REPRESENTATIVE NOR SHALL THE ENGINEER BE RELEASED FROM ANY LIABILITY BY REASON OF SUCH REVIEW, EVALUATION OR APPROVAL

BY THE COUNTY, IT BEING UNDERSTOOD THAT THE COUNTY AT ALL TIMES IS ULTIMATELY RELYING UPON THE ENGINEER'S SKILL, ABILITY AND KNOWLEDGE IN PERFORMING THE ENGINEERING SERVICES REQUIRED HEREUNDER.

ARTICLE 19
VIOLATION OF CONTRACT TERMS/BREACH OF CONTRACT

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

ARTICLE 20
TERMINATION

This Contract may be terminated as set forth below.

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

B. By County, by notice in writing to Engineer, as a consequence of failure by Engineer to perform the Engineering Services set forth herein in a satisfactory manner.

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

D. By County, for reasons of its own and not subject to the mutual consent of Engineer, upon not less than thirty (30) days' written notice to Engineer.

E. By satisfactory completion of all Engineering Services and obligations described herein.

Should County terminate this Contract 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 Engineer. In determining the value of the Engineering Services performed by Engineer prior to termination, County shall be the sole judge. Compensation for Engineering Services at termination will be based on a percentage of the Engineering Services completed at that time. Should County terminate this Contract under Subsection (D) immediately above, then the amount charged during the thirty-day notice period shall not exceed the amount charged during the preceding thirty (30) days.

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

The termination of this Contract and payment of an amount in settlement as prescribed

above shall extinguish all rights, duties, and obligations of County under this Contract. If the termination of this Contract is due to the failure of Engineer to fulfill his/her/its contractual obligations, then County may take over the Project and prosecute the Engineering Services to completion. In such case, Engineer shall be liable to County for any additional and reasonable costs incurred by County.

Engineer shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by Engineer in support of the Engineering Services under this Contract.

ARTICLE 21
COMPLIANCE WITH LAWS

A. Compliance. Engineer shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Contract, including without limitation, minimum/maximum salary and wage statutes and regulations, and licensing laws and regulations. Engineer shall furnish County with satisfactory proof of his/her/its compliance.

Engineer shall further obtain all permits and licenses required in the performance of the Engineering Services contracted for herein.

B. Taxes. Engineer will pay all taxes, if any, required by law arising by virtue of the Engineering 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.

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

ARTICLE 22
INDEMNIFICATION

ENGINEER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE 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, ERROR OR OMISSION, NEGLIGENCE, OR INTENTIONAL TORT COMMITTED BY ENGINEER, ENGINEER'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH ENGINEER INCLUDING, WITHOUT LIMITATION, ENGINEER'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL.

ENGINEER FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, JUDGMENTS, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED

TO, ATTORNEYS' FEES, ("LOSSES") TO THE EXTENT SUCH LOSSES ARE CAUSED BY OR RESULTS FROM ENGINEER'S FAILURE TO PAY ENGINEER'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS CONTRACT BY ENGINEER.

ENGINEER FURTHER AGREES TO INDEMNIFY AND HOLD THE COUNTY HARMLESS FROM ANY AND ALL LIABILITIES, LOSSES, PENALTIES, CLAIMS, LAWSUITS, DAMAGES, COSTS AND EXPENSES, INCLUDING, BUT NOT LIMITED TO, 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 ENGINEER IN THE PERFORMANCE OF THIS CONTRACT.

THE LIMITS OF INSURANCE REQUIRED IN THIS CONTRACT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT ENGINEER'S OBLIGATIONS UNDER THIS SECTION. THE TERMS AND CONDITIONS CONTAINED IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THE CONTRACT 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 THE COUNTY OR THIRD PARTIES FOR WHOM ENGINEER IS NOT LEGALLY LIABLE, ENGINEER'S OBLIGATIONS SHALL BE IN PROPORTION TO ENGINEER'S FAULT. THE OBLIGATIONS HEREIN SHALL ALSO EXTEND TO ANY ACTIONS BY THE COUNTY TO ENFORCE THIS INDEMNITY OBLIGATION.

IN THE EVENT THAT CONTRACTORS INITIATE LITIGATION AGAINST THE COUNTY IN WHICH THE CONTRACTOR ALLEGES DAMAGES AS A RESULT OF ANY NEGLIGENT ACTS, ERRORS OR OMISSIONS OF ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS, THEN THE COUNTY SHALL HAVE THE RIGHT TO JOIN ENGINEER IN ANY SUCH PROCEEDINGS AT THE COUNTY'S COST. ENGINEER SHALL ALSO HOLD THE COUNTY HARMLESS AND INDEMNIFY THE COUNTY TO THE EXTENT THAT ENGINEER, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, CAUSED SUCH DAMAGES TO CONTRACTOR, INCLUDING ANY AND ALL COSTS AND REASONABLE ATTORNEYS' FEES INCURRED BY THE COUNTY IN CONNECTION WITH THE DEFENSE OF ANY CLAIMS WHERE ENGINEER, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH ENGINEER EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, CONSEQUENTIAL OR INDIRECT DAMAGES RESULTING IN ANY WAY FROM THIS AGREEMENT.

ARTICLE 23
ENGINEER'S RESPONSIBILITIES

Engineer shall be responsible for the accuracy of his/her/its Engineering 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 Engineer's responsibilities for all questions arising from design errors and/or omissions, subject to the dispute resolution provisions of Article 33. Engineer shall not be relieved of responsibility for subsequent correction of any such errors or omissions in its work product, or for clarification of any ambiguities until after the construction phase of the Project has been completed.

ARTICLE 24
ENGINEER'S SEAL

The responsible engineer shall sign, seal and date all appropriate engineering submissions to County in accordance with the Texas Engineering Practice Act and the rules of the State Board of Registration for Professional Engineers.

ARTICLE 25
INSURANCE

Engineer must comply with the following insurance requirements at all times during this Contract:

A. Coverage Limits. Engineer, at Engineer's sole cost, shall purchase and maintain during the entire term while this Contract is in effect the following insurance:

1. Worker's Compensation in accordance with statutory requirements.
2. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.
3. Business Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage of $1,000,000.00 each accident.
4. Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

B. Certification of Coverage. Prior to the performance of any Engineering Services, Engineer shall furnish County with a Certificate of Insurance issued by the insurer evidencing the required coverages and terms under this article. The initial Certificate of Insurance is evidenced as **Exhibit F** herein entitled "Certificates of Insurance." As further set out below, Engineer shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract 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 Engineer hereunder.

C. Additional Insureds; Waiver of Subrogation. "Williamson County, Texas, its directors, officers and employees" shall be added as additional insureds under policies listed

under (2) and (3) above, and on those policies where "Williamson County, Texas, 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.

D. Certificate Holder. The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

E. Insurance Policy Endorsements. Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   Williamson County, Texas
   C/O: Williamson County Risk Management
   301 SE Inner Loop
   Georgetown, TX. 78626
   Email: coi.submission@wilco.org

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.

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

G. Premiums and Deductible. Engineer shall be responsible for payment of premiums for all of the insurance coverages required under this section. Engineer further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the Engineer is responsible hereunder, Engineer shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-insured retentions over $200,000 in the Engineer's insurance must be declared and approved in writing by County in advance.

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

I. No Arbitration. It is the intention of the County and agreed to and hereby acknowledged by the Engineer, that no provision of this Contract shall be construed to require the 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 Contract.

J. Subcontractor/Subconsultant's Insurance. Without limiting any of the other obligations or liabilities of Engineer, Engineer shall require each subcontractor/subconsultant performing work under this Contract (to the extent a subcontractor/subconsultant is allowed by County) to maintain during the term of this Contract, at the subcontractor/subconsultant's own expense, the same stipulated minimum insurance required in this Article, including the required provisions and additional policy conditions as shown below in this Article. Any requests for consent to reduce any insurance coverage limits requirements for Engineer's subcontractors/subconsultants must be provided to County in writing and must set forth reasoning and justifications for decreasing such coverage limits. County may, at its sole discretion, consent to a reduction in the insurance coverage limits requirements for Engineer's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of Engineer hereunder.

Engineer shall obtain and monitor the Certificates of Insurance from each subcontractor/subconsultant in order to assure compliance with the insurance requirements. Engineer must retain the Certificates of Insurance for the duration of this Contract, 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.

K. Cost of Insurance. The cost of all insurance required herein to be secured and maintained by Engineer shall be borne solely by Engineer.

ARTICLE 26
COPYRIGHTS

County shall have the royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any reports developed by Engineer for governmental purposes.

ARTICLE 27
SUCCESSORS AND ASSIGNS

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

ARTICLE 28
SEVERABILITY

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

ARTICLE 29
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 30
ENGINEER'S ACCOUNTING RECORDS

Engineer agrees to maintain, for a period of three (3) years after final payment under this Contract, detailed records identifying each individual performing the Engineering Services, the date or dates the services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, records of reimbursable costs and expenses of other providers and provide such other details as may be requested by the County Auditor for verification purposes. Engineer agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of Engineer which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. Engineer further agrees that County shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Engineer reasonable advance notice of intended audits.

ARTICLE 31
NOTICES

All notices to either party by the other required under this Contract shall be personally delivered or mailed to such party at the following respective addresses:

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

With copy to: Williamson County Road Bond Program Manager
Attn: Christen Eschberger
HNTB Corporation
101 E. Old Settlers Blvd., Suite 225
Round Rock, Texas 78664

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

Engineer: LJA Engineering, Inc. – Attn: Derek Bohls, PE
2700 La Frontera Blvd. Suite 200
Round Rock, Texas 78681

ARTICLE 32
GENERAL PROVISIONS

A. Time is of the Essence. Subject to Article 3 hereof, Engineer understands and agrees that time is of the essence and that any failure of Engineer to complete the Engineering Services for each phase of this Contract within the agreed work schedule set out in the applicable Work Authorization may constitute a material breach of this Contract. Engineer shall be fully responsible for his/her/its delays or for failures to use his/her/its reasonable efforts in accordance with the terms of this Contract and the Engineer's standard of performance as defined herein. Where damage is caused to County due to Engineer's negligent failure to perform County may accordingly withhold, to the extent of such damage, Engineer's payments hereunder without waiver of any of County's additional legal rights or remedies.

B. Force Majeure. Neither County nor Engineer shall be deemed in violation of this Contract 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.

C. Enforcement and Venue. This Contract 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 Contract 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.

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

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

F. Opinions and Determinations. Where the terms of this Contract 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.

G. Reports of Accidents. Within 24 hours after Engineer becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the Engineer), whether or not it results from or involves any action or failure to act by the Engineer or any employee or agent of the Engineer and which arises in any manner from the performance of this Contract, the Engineer 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 Engineer shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the Engineer, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the Engineer's performance of work under this Contract.

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

I. Construction. Each party hereto acknowledges that it and its counsel have reviewed this Contract 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 Contract.

J. Independent Contractor Relationship. Both parties hereto, in the performance

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

K. No Waiver of Immunities. Nothing in this Contract shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents or employees, 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.

L. Texas Public Information Act. To the extent, if any, that any provision in this Contract is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or 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.

M. Governing Terms and Conditions. If there is an irreconcilable conflict between the terms and conditions set forth in this Contract or any Contract Amendment and the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract, the terms and conditions set forth in this Contract or any Contract Amendment shall control over the terms and conditions set forth in any Exhibit, Appendix, Work Authorization or Supplemental Work Authorization to this Contract.

N. Meaning of Day. For purposes of this Contract, all references to a "day" or "days" shall mean a calendar day or calendar days.

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

ARTICLE 33
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and Engineer shall work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Contract, 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 Contract, shall be selected by agreement of the parties and serve as the mediator. Any mediation under this Contract 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 the Contract.

ARTICLE 34
EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Contract and to the extent the Project is a federally funded project, Engineer, for itself, its assignees and successors in interest agrees as follows:

A. Compliance with Regulations. The Engineer shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

B. Nondiscrimination. The Engineer, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors/subconsultants, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor/subconsultant or supplier shall be notified by the Engineer of the Engineer's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports. The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County (referred to in this Article as the "Recipient") or the Texas Department of

Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the Recipient, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Engineer under the contract until the Engineer complies, and/or;
2. cancellation, termination or suspension of the Contract, in whole or in part.

F. Incorporation of Provisions. The Engineer shall include the provisions of Subsections (A) through (F) above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Engineer shall take such action with respect to any subcontract or procurement as the Recipient or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor/subconsultant or supplier as a result of such direction, the Engineer may request the Recipient to enter into such litigation to protect the interests of the Recipient, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

SIGNATORY WARRANTY

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

IN WITNESS WHEREOF, County has caused this Contract to be signed in its name by its duly authorized County Judge, as has Engineer, signing by and through its duly authorized representative(s), thereby binding the parties hereto, their successors, assigns and representatives for the faithful and full performance of the terms and provisions hereof, to be effective as of the date of the last party's execution below. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, TERMINATE OR MODIFY THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.

COUNTY

WILLIAMSON COUNTY, TEXAS

By: _____

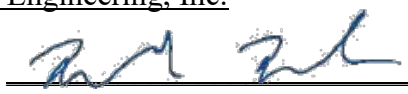
Printed Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date: _____ ____, 20_____

ENGINEER

LJA Engineering, Inc.

By: 

Printed Name: Derek Bohls, PE

Title: Vice President

Date: _ October 6 ____, 20_24_

APPROVED
By Christen Eschberger at 5:32 pm, Dec 03, 2024

LIST OF EXHIBITS ATTACHED

(1) **Exhibit A** Debarment Certification

(2) **Exhibit B** Engineering Services

(3) **Exhibit C** Work Authorization

(4) **Exhibit D** Rate Schedule

(5) **Exhibit E** Williamson County Vendor Reimbursement Policy

(6) **Exhibit F** Certificates of Insurance

EXHIBIT A
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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 Engineer and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

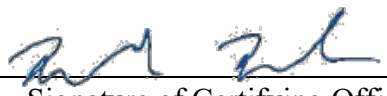
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default; and

(e) Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

LJA Engineering, Inc.
Name of Firm



Signature of Certifying Official

Derek Bohls, PE
Printed Name of Certifying Official

Vice President
Title of Certifying Official

October 6 ___, 20 24
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 Derek Bohls _____ the Vice President of LJA Engineering, Inc. ,on behalf of said firm.

JULIE DAWN MITCHELL
Notary Public, State of Texas
Comm. Expires 12-22-2025
Notary ID 125213053

Notary Public in and for the
State of Texas

My commission expires: 12.22-2025

EXHIBIT B

ENGINEERING SERVICES

General Work Description: Provide engineering services and planning to develop **Corridor A3 from SH 95 to US 79** Planning & Design.

The Engineer may perform any or all of the following tasks listed below, as described in detailin each Work Authorization:

TASK 1 – PROJECT MANAGEMENT

TASK 2 – ROUTE AND DESIGN STUDIES

TASK 3 – PUBLIC INVOLVEMENT

TASK 4 – TRAFFIC EVALUATION AND PROJECTIONS

TASK 5 – SURVEYING

TASK 6 – RIGHT-OF-WAY (ROW) MAPPING

TASK 7 – SCHEMATIC DEVELOPMENT

TASK 8 – DRAINAGE STUDY

TASK 9 – ENVIRONMENTAL STUDIES & DOCUMENTS

TASK 10 – GEOTECHNICAL SERVICES

TASK 11 – PLANS, SPECIFICATIONS AND ESTIMATE (PS&E)

TASK 12 – BIDDING PHASE SERVICES

TASK 13 – CONSTRUCTION PHASE SERVICES

EXHIBIT C

WORK AUTHORIZATION

(To Be Completed and Executed After Contract Execution)

WORK AUTHORIZATION NO. _____
PROJECT: _____

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated _____ ____, 20____ and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and _____ (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

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

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on _____ ____, 20_____. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

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

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

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

EXECUTED this _____.

ENGINEER:	COUNTY:
_____	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

EXHIBIT D

RATE SCHEDULE

CPI Rate Adjustments: Rates shall remain firm for the initial first year of the Contract and such rates shall be deemed the "Initial Base Rates." Engineer may request rate adjustments, in writing, at least thirty (30) days prior to each annual anniversary date of the Contract. Upon County's receipt of a rate adjustment request, County will prepare a Contract Amendment setting forth the CPI rate adjustments and will provide such Contract Amendment to Engineer for its execution. Rate adjustments will take effect on the later of (1) one year after the Contract execution date or (2) the first (1st) day following the parties' complete execution of a Contract Amendment. Such rates shall remain in effect until the later of (1) the next annual anniversary date of the Contract; or (2) the date of the parties' complete execution of a new Contract Amendment that set forth adjustments to the prior rates. Any new rate adjustments will not become effective until a Contract Amendment is fully executed by the parties and no retroactive rate adjustments will be allowed.

Price adjustments will be made in accordance with changes in the U.S. Department of Labor Consumer Price Index (CPI-U) for All Urban Consumers, All Items, South Region (Base 1982-84 = 100).

The rate adjustment will be determined by multiplying the Initial Base Rates by a fraction, the numerator of which is the index number for most recently released index and the denominator of which is the index number for the first month of the Contract (the index number for the month in which the Contract was originally executed). If the products are greater than the Initial Base Rates, County will pay the greater amounts as the rates during the successive year until the next rate adjustment. Rates for each successive year will never be less than the Initial Base Rates.

LJA Engineering Corridor A3	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Project Principal	$310.00
Senior Project Manager	$290.00
Project Manager	$260.00
Quality Manager	$260.00
Senior Engineer	$240.00
Project Engineer	$210.00
Design Engineer	$185.00
Graduate Engineer	$150.00
Senior Designer	$175.00
Designer	$125.00
Engineer-in-Training	$150.00
Senior Structural Engineer	$260.00
Structural Engineer	$220.00
Senior Engineering Technician	$160.00
Senior CADD Operator	$145.00
CADD Technician	$120.00
Project Representative	$130.00
Utility Coordinator	$140.00
Senior Utility Coordinator	$185.00
Public Involvement Specialist	$230.00
GIS Analyst/Cartography	$145.00
GIS Technician	$130.00
Admin	$90.00

IEA Corridor A3	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Administrative Specialist I (4-8 yrs)	$103.91
Administrative Specialist II (8-12 yrs)	$126.28
Administrative Supervisor II (8-12 yrs)	$135.84
CADD Technician III (10-15 yrs)	$145.66
Supervisory CADD III (12-15 yrs)	$152.71
Supervisory CADD IV (15-20 yrs)	$176.45
Engineering Technician I (1-5 yrs)	$93.99
Engineering Technician II (5-10 yrs)	$114.74
Engineering Technician III (10-15 yrs)	$145.66
Engineering Associate I (0-5 yrs)	$114.49
Engineering Associate II (5-10 yrs)	$122.08
Engineer in Training I (0-5 yrs)	$117.57
Engineer in Training II (5-10 yrs)	$130.37
Professional Engineer I (4-8 yrs)	$156.40
Professional Engineer II (8 -10 yrs)	$177.85
Professional Engineer III (10-15 yrs)	$209.78
Professional Engineer IV (15-20 yrs)	$246.61
Professional Engineer V (20-25 yrs)	$297.39
Professional Engineer VI (25+ yrs)	$333.64
Supervisory Engineer II (10-12 yrs)	$265.80
Supervisory Engineer III (12-15 yrs)	$285.98
Supervisory Engineer IV (15-20 yrs)	$305.04
Supervisory Engineer V (20+ yrs)	$325.25
Managing Engineer III (12-15 yrs)	$301.87
Managing Engineer IV (15-20 yrs)	$329.61
Managing Engineer V (20+ yrs)	$351.12

SWCA Corridor A3	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Subject Matter Expert IV	$293.00
Subject Matter Expert III	$268.00
Subject Matter Expert II	$242.00
Subject Matter Expert I	$230.00
Specialist XII	$226.00
Specialist XI	$207.00
Specialist X	$189.00
Specialist IX	$169.00
Specialist VIII	$158.00
Specialist VII	$147.00
Specialist VI	$137.00
Specialist V	$123.00
Specialist IV	$114.00
Specialist III	$104.00
Specialist II	$91.00
Specialist I	$77.00

LJA Survey Corridor A3	
	RATE SCHEDULE IN PSA EXHIBIT D (per hour)
Principal RPLS	$240.00
Sr. Project Manager/RPLS	$220.00
Project Manager/RPLS	$185.00
Sr. Project Surveyor	$160.00
Project Surveyor	$139.00
Survey Technician	$115.00
Survey Draftsman	$95.00
One-Man Survey Crew	$137.00
Two-Man Survey Crew	$175.00
Three-Man Survey Crew	$209.00
Abstractor	$78.00
Clerical	$75.00

EXHIBIT E

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 F

CERTIFICATES OF INSURANCE

ATTACHED BEHIND THIS PAGE

Additional Insured Requirement: The following additional insured endorsement must appear in the "Description of Operations or Additional Remarks" section of the Certificate of Insurance issued by the insurer:

> **"Williamson County, Texas, its directors, officers and employees" shall be additional insureds under policies listed with respect to General Liability and Auto Policies (excluding Workers' Compensation and Professional Liability).**

Waiver of Subrogation Requirement: Insurance policies shall include blanket or scheduled waivers of subrogation in favor of County.

Certificate Holder: The name of the Certificate Holder in the Certificate of Insurance issued by the insurer shall be as follows:

> Williamson County, Texas
> C/O: Williamson County Risk Management
> 301 SE Inner Loop
> Georgetown, TX. 78626
> Email: coi.submission@wilco.org

Additional Insurance Policy Endorsements: Each insurance policy shall include the following conditions by endorsement to the policy:

1. County shall be notified ten (10) days prior to the expiration, cancellation, non-renewal or any material change in coverage, and such notice thereof shall be given to County by certified mail, and by email to:

   > Williamson County, Texas
   > C/O: Williamson County Risk Management Department
   > 301 SE Inner Loop
   > Georgetown, TX. 78626
   > Email: coi.submission@wilco.org

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.

EVALUATION - Engineering Service for the Planning of Corridor A3 from SH 95 to US 79

23RFSQ113

DATE: 10/11/2024

6 Firms

Evaluation Criteria	Maximum Score Points	Alfred Benesch & Co	DE Corp	Huitt-Zollars	LJA Engineering	Quiddity Engineering	WSB & Associates
Is the firm registered with the Texas Board of Professional Engineers (TBPE) as an engineering firm in the State of Texas?	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass
Project Manager's Experience/Qualifications with similar projects	50	30	35	35	45	25	45
Individuals on Project Team's Experience/Qualifications providing roadway planning and/or design	50	35	30	35	40	30	35
Individuals on Project Team's Experience/Qualifications providing roadway drainage planning and/or design	50	40	30	40	30	40	40
Individuals on Project Team's Experience/Qualifications providing structures planning and/or design	50	35	35	30	35	30	40
Individuals on Project Team's Experience/Qualifications providing environmental documentation and clearance for roadway projects in Central Texas	50	40	40	40	40	40	40
Availability of Project Manager, task leads and relevant staff and their previous performance on Williamson County projects	50	30	30	30	40	15	25
Understanding of project	50	15	15	20	45	15	15
TOTAL	350	225	215	230	275	195	240



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2024-1221511

Date Filed:
10/01/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LJA ENGINEERING, INC.
Houston, 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, 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.
23RFSQ113 Corridor A3
Professional engineering services for contract 23RFSQ113 Corridor A3

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Alford, Susan D.	Houston, TX United States	X	
Cannon, Jeff	Houston, TX United States	X	
McKee, Alan B.	Houston, TX United States	X	
Ross, James D.	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kenneth G. Schrock, and my date of birth is [redacted].

My address is [redacted] (street), [redacted] (city), Tx (state), 78735 (zip code), USA (country).

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

Executed in Travis County, State of Texas, on the 1 day of October (month), 20 24 (year).

Kenneth G Schrock
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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:
2024-1221511

Date Filed:
10/01/2024

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12/11/2024

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

LJA ENGINEERING, INC.
Houston, 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, 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.

23RFSQ113 Corridor A3
Professional engineering services for contract 23RFSQ113 Corridor A3

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Alford, Susan D.	Houston, TX United States	X	
Cannon, Jeff	Houston, TX United States	X	
McKee, Alan B.	Houston, TX United States	X	
Ross, James D.	Houston, 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 **49.**

Meeting Date: 12/17/2024

Workshop

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hold a workshop and discussion related to adding an additional District Court and Statutory Probate Court.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	12/13/2024 03:02 PM
Form Started By: Andrea Schiele		Started On: 12/13/2024 03:00 PM
Final Approval Date: 12/13/2024		

Commissioners Court - Regular Session **50.**

Meeting Date: 12/17/2024

Resolution supporting legislation for the creation of an additional District Court and/or Statutory Probate Court

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

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the County Judge to issue a resolution on behalf of the Williamson County Commissioners Court supporting legislation for the creation of an additional District Court and/or Statutory Probate Court.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	12/12/2024 10:11 AM
Form Started By: Andrea Schiele		Started On: 12/12/2024 10:00 AM
Final Approval Date: 12/12/2024		

Commissioners Court - Regular Session **51.**

Meeting Date: 12/17/2024

Justice and Jail Workshop

Submitted For: Valerie Covey **Submitted By:** Rachel Rull, Commissioner Pct. #3

Department: Commissioner Pct. #3

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a presentation and workshop regarding the Williamson County Jail and Justice Center.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/12/2024 02:15 PM
Form Started By: Rachel Rull		Started On: 12/12/2024 11:27 AM
Final Approval Date: 12/12/2024		

Commissioners Court - Regular Session **52.**

Meeting Date: 12/17/2024

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties.

a) Discuss the acquisition of real property: Bud Stockton Dr.
b) Discuss the acquisition of real property for CR 143.
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
f) Discuss the acquisition of real property for the future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A-2.
j) Discuss the acquisition of right-of-way for Corridor B.
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F.
o) Discuss the acquisition of right-of-way for Corridor H.
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Arterial K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop.
x) Discuss the acquisition of real property for CR 110N.
y) Discuss acquisition of real property located near 6531 RM 2243, Leander, Texas.
z) Discuss the acquisition of real property for the Long Range Transportation Plan.
aa) Discuss property located at 9500 Lake Creek Parkway, Austin, TX 78717.
bb) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities.

B. Property or Real Estate owned by Williamson County.

Preliminary discussions relating to the proposed or potential sale or lease of property owned by the County.

a) Discuss country-owned real estate containing underground water rights and interests.
b) Discuss possible uses of property owned by Williamson County on Main St. between 3rd and 4th Streets. (Formerly occupied by WCCHD)
c) Sale of property located at 747 County Rd. 138 Hutto, Texas.
d) Discuss Blue Springs Blvd. property.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/12/2024 11:34 AM
Form Started By: Charlie Crossfield		Started On: 12/12/2024 10:23 AM
Final Approval Date: 12/12/2024		

Commissioners Court - Regular Session **53.**

Meeting Date: 12/17/2024

Economic Development

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discussion regarding economic development negotiations pursuant to Texas Government Code, Section 551.087: Business prospect(s) that may locate or expand within Williamson County.

a) Project Skyfall
b) Project Garden
c) Project School Bus
d) Project Lunch Lady
e) Project Sequoia

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/12/2024 02:11 PM
Form Started By: Charlie Crossfield		Started On: 12/12/2024 10:23 AM
Final Approval Date: 12/12/2024		