NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONERS COURT
Commissioners Courtroom
710 S. Main Street, Georgetown
May 6, 2025
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 – 32)

3. Discuss, consider, and take appropriate action on a line-item transfer for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Serivces	8,000.00
To	0100-0576-004232	Training	8,000.00

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

5. Discuss, consider and take appropriate action on acknowledging the purchasing department's monthly report of asset disposition through auction, pursuant to Texas Local Government code 263-152, for the period of April 01, 2025, through April 28, 2025.

6. Discuss, consider, and take appropriate action to acknowledge the Purchasing Department's monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 04.01.2025 through 04.28.2025

7. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Trade-In, pursuant to Tx. Local Gov't Code 263.152, for the period of 04.01.2025 through 04.28.2025

8. Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 04.01.2025 through 04.28.2025.

9. Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through auction, including 2016 Chevrolet Tahoe VIN #9184, 2019 Chevrolet Tahoe VIN# 1728, 2019 Chevrolet Tahoe VIN #3169, 2017 Ford Police Interceptor VIN #8940, 2017 Chevrolet Tahoe VIN #9790, 2017 Chevrolet Tahoe VIN #3029, 2019 Chevrolet Tahoe VIN #8351, 2017 Chevrolet Tahoe VIN #8313, 2009 Trailer VIN# 1813, pursuant to Texas Local Government Code 263.152

10. Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for Veteran Services donation.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donation	1000.00

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

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donation	1000.00

12. Discuss, consider and take appropriate action on the appointment of Justin Postell as Deputy Constable for Constable Precinct 2 pursuant to Texas Local Government Code 86.011.

13. Discuss, consider and take appropriate action on the appointment of Jeff Parker as Deputy Constable for Precinct 2 pursuant to Texas Local Government Code 86.011.

14. Discuss, consider and take appropriate action on approving an Endorsement to the Official Bond for the newly sworn County Judge, Steven Snell, to be effective as of April 21, 2025.

15. Discuss, consider and take appropriate action on approving Service and Purchase Addendum No. 4 (#2025214) for additional licenses for Laserfiche Annual Support from MCCi, LLC, in the amount of $81,648.15, pursuant to BuyBoard cooperative contract #716-23, and authorizing execution and purchase

16. Discuss, consider, and take appropriate action on approving the Service Agreement #2025211 between Williamson County and A3 Communications dba BryComm for the Fiber Connection for public Wi-Fi project at the Municipal Court on Martin Luther King Jr. Street, Georgetown, Texas, in the amount of $7,045.22 and authorizing the execution of this agreement pursuant to DIR cooperative contract #DIR-CPO-4777. Grant 501P.

17. Discuss, consider, and take appropriate action on approving Contract #2025203 between Williamson County and Netsync Network Solutions, "Netsync" for the implementation of a Webex Contact Center and CUBE Gateway for the Helpdesk Project within the Information Services Department, for the total amount of $13,935.25, and authorizing the execution of this agreement pursuant to DIR Cooperative contract #DIR-CPO-5347.

18. Discuss, consider, and take appropriate action on approving the Goods and Services Contract#2025212 for Berry Springs Restroom Renovation with Chasco Constructors LTD, LLP for Facilities Management in the amount of $8,136.00 and authorize execution of this agreement. P559, 3, Park Bond.

19. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for a contractor for Jester Annex HVAC Rooftop Unit (RTU) Replacement, under #25RFCSP50; designating Ramirez- Simon for Architectural/ Engineering services, and approving, in the public interest, assigning the price criteria a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria, the Funding Source is P611.

20. Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Levy Architects, PLLC dba Levy Dykema for Lake Creek Annex Renovations, in the not-to-exceed amount of Eighty-One Thousand Three Hundred Five Dollars ($81,305.00) and authorize execution of the agreement, funding source is P632.

21. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to Parkhill, Smith & Cooper, Inc. for the West Arena Expo Fans in the not-to-exceed amount of Thirty-Six Thousand Five Hundred Dollars ($36,500.00) and authorize execution of the agreement, the funding source is P635.

22. Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 3 under Williamson County Contract between Gray Engineering, Inc. and Williamson County dated May 31, 2022, for Right of Way Improvements on CR 239. Funding source: P582.

23. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Wilco Way (Tracy Chambers Ln) Extension Project for Bonds/HNTB, under IFB #25IFB46, funding source is P640.

24. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for the FM 971 - Granger Turn Lanes Project for Bonds/HNTB, under IFB #25IFB48. The funding source is P688.

25. Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 1 to the Red Bud Lane contract executed on March 19, 2024, between Williamson County and Seiler Lankes Group, LLC relating to the 2023 Road Bond Program. Project: P657 Fund Source: Road Bonds

26. Discuss, consider, and take appropriate action on Red Bud Lane Supplemental No. 3 to Work Authorization No. 5 to the Road Bond On-Call Surveying Services contract executed on May 13, 2024, between Williamson County and Austin Survey Company, LLC dba Inland Geodetics relating to the 2023 Road Bond Program. Funding source: P588.

27. Discuss, consider, and take appropriate action on West Main Street Supplemental No. 3 to Work Authorization No. 4 to the Road Bond On-Call Surveying Services contract executed on May 13, 2024, between Williamson County and Austin Survey Company, LLC dba Inland Geodetics relating to the 2023 Road Bond Program. Funding source: P588.

28. Discuss, consider and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Rivina MUD of Williamson County in the event the parties are unable to fully negotiate and consummate a Consent and Development Agreement prior to the close of the Comment Period.

29. Discuss, consider and take appropriate action on approval of the preliminary plat for the Cat Hollow Section 1B subdivision – Precinct 3.

30. Discuss, consider and take appropriate action on approval of the replat for the South San Gabriel Ranches a portion of Tract 9 subdivision – Precinct 2.

31. Discuss, consider and take appropriate action on approval of the final plat for the Tesoro Section 3 subdivision – Precinct 2.

32. Discuss, consider and take appropriate action on approval of the final plat for the Santa Rita Ranch Phase 7B Section 2 subdivision – Precinct 2.

REGULAR AGENDA

33. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Clyde Neal Kimbro
Jr.) who passed away in Williamson County, Texas, where the County has discretion
to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

34. Discuss, consider and take any necessary action to approve an Amended Order for Interment by cremation of deceased (Verna Jean Tibbs) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

35. Discuss, consider and take appropriate action on a Proclamation recognizing May 4-10, 2025 as National Correctional Officers Week.

36. Discuss, consider and take appropriate action to recognize Bob Daigh as the recipient of the Ray LaHood Award by the Heart of Texas Chapter of the WTS for contributions to the advancement of opportunities for women in the transportation fields.

37. Discuss, consider, and take appropriate action on designating May 5 - 9, 2025 as Air Quality Awareness Week in Williamson County.

38. Discuss, consider, and take appropriate action on approving Amendment #2 to Contract #202549 regarding actuarial services, originally awarded in Commissioners Court on October 29, 2024, under Agenda Item #06, between Williamson County and Milliman, Inc. and authorizing the execution of the Amendment.

39. Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with James Construction Group for off-duty contracting of County Sheriff Deputies to be effective May 6, 2025.

40. Discuss, consider, and take appropriate action to approve an addendum to the original contract #22RFP80, as approved by the Commissioner’s Court on 05.31.2022, under item #33, for towing plus impound for the Sheriff's Office with CFKAA Holdings, LLC "Autura" and authorizing the execution of the addendum.

41. Discuss, consider and take appropriate action on a Statewide Automated Victim Notification Service (SAVNS) participating entities services agreement with SylogistGov, Inc as the new statewide vendor.

42. Discuss, consider and take appropriate action on a Memorandum of Understanding concerning Communication and Coordination between Liberty Hill ISD Police Department and the Williamson County Sheriff's Office.

43. Discuss, consider and take appropriate action on approving a blanket purchase (requisition #137644) for fuel from Corpay Technologies Operating Company, LLC d.b.a. Fuelman, in the amount of $300,000.00 pursuant to Omnia National IPA R211101.

44. Discuss, consider, and take appropriate action on approving a 2025 CIP transfer in the amount of $700,000.00 from P717 (Jail North Roof Replacement) to P609 (ESOC Data Center CRAC Unit).

45. Discuss, consider, and take appropriate action on the Supplemental Agreement for Design and Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC relating to the ESOC Data Center CRAC Unit. (P609)

46. Discuss, consider and take appropriate action on rejecting proposals submitted on RFCSP #25RFCSP17 for the ESOC - CRAC Unit Project and request that information related to the competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to re-solicit the project after construction documents are updated to include the missing components of scope.

47. Receive and acknowledge approval of Change Order No. 1 from Mayans Concrete LLC for the ESOC Sidewalk Replacement and Trash Pad Extension Project to extend time only, due to weather conditions, which was approved by Williamson County Architect, Trenton Jacobs, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

48. Receive and acknowledge approval of Change Order No.1 from RYCARS Construction, LLC for the Justice Center Roof Replacement in the amount of $14,356.00 and to extend time for completion of the roof installation, which was approved by Williamson County Project Manager, Thomas Crockett, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

49. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB Portland Cement, under IFB #25IFB49.

50. Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated January 9, 2024, for General Engineering Consultant - Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.

51. Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the RM 2243 Realignment Project, a 2019 Road Bond Project in Commissioner Pct. 3. P326 Funding: Road Bonds

52. Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the CR 201 project, a Road & Bridge project in Commissioner Precinct 2. Project: P499.

53. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 201 Project, a Road and Bridge Project in Commissioner Pct. 2. P499

54. Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the Red Bud Lane contract executed March 19, 2024, between Williamson County and Seiler Lankes Group, LLC relating to the 2023 Road Bond Program. Project: P657 Fund Source: Road Bonds

55. Discuss, consider and take appropriate action on an Assignment of Real Estate Contract with Imran Karedia regarding 3.44 AC needed as right of way for the Corridor B (Chandler Rd) project. Funding Source: LTP P457

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)."

56. Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property: Bud Stockton Dr.
b) Discuss the acquisition of real property for CR 143
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A-2.
j) Discuss the acquisition of right-of-way for Corridor B
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F
o) Discuss the acquisition of right-of-way for Corridor H
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Arterial K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop
x) Discuss the acquisition of real property for CR 110N
y) Discuss the acquisition of real property for CR 175.
z) Discuss the acquisition of real property for Liberty Hill Bypass.
aa) Discuss the acquisition of real property for the Long Range Transportation Plan.
bb) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
cc) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

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

e) Discuss potential sale of the Williamson County owned properties within the downtown Georgetown area.

57. 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

58. 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. 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
11. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
12. 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
13. 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
14. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
15. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas
16. Cause No. 24-3042-C26; Susann Wirkes v. Chinogringo Properties, LLC, et al., In the 26th Judicial District Court of Williamson County, Texas
17. Cause No. 25-0488-C425; Williamson County, Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2 v. The Cameron County Housing Finance Corporation, In the 425th Judicial District of Williamson County, Texas.
18. Cause No. 25-0456-C368; Ryan Markowski v. The State of Texas, et al.; In the 368th Judicial District Court of Williamson County, Texas.

19. Cause No. 24-2170-C395; Lakeside Apartments Round Rock TX LLC, Enclave Apartments Round Rock TX LLC, Lynd Living Legends Apartments LLC, and Lynd Living Legends at Lakeline Apartments LLC v. Williamson Central Appraisal District, In the 395th Judicial District, Williamson County

b. Administrative Complaints:

1. EEOC Charge No.: 451-2025-02018; J.S.

c. Claims:

1. 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 the Texas Public Facility Corporation Act, codified as Texas Local government Code Chapter 303, and Texas Housing Finance Corporations Act, codified as Texas Local Government Code Chapter 394.
3. Legal matters and potential litigation relating to the non-profit status of EPCOR/ 130 Regional Water Supply Corporation.
4. Legal matters pertaining to rules under 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.
5. Legal matter pertaining to regulation of firearms on Williamson County premises.
6. Legal matters pertaining to the Sheriff's Office Civil Service Commission staffing and representation.
7. Legal matters relating to Williamson County ESD No. 9 SUT Election 2024.
8. Legal matters relating to environmental and On-Site Sewage Facility (OSSF) regulation and enforcement.

59. 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).

60. 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).

61. Interview candidates for the Office of Williamson County Judge and/or deliberate the appointment, of the Williamson County Judge (Executive Session as per Gov. Code Section 551.074 – Personnel Matters: Deliberate the appointment and evaluation of public officer/department head).

REGULAR AGENDA (continued)

62. Discuss, consider, and take appropriate action on the appointment of the Williamson County Judge to serve until the next general election (Tex. Local Gov't Code §87.041).

63. Discuss, consider, and take appropriate action on setting dates for holding Special Sessions of the Williamson County Commissioners Court.

64. 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
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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
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. 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
11. Cause No. 24-1887-C26; Ivory Deon Hornsby v. Williamson County, et al.; In the 26th Judicial District Court of Williamson County, Texas
12. 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
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14. Cause No. 24-2467-C425; Carlos Turcios, et al. v. Williamson County, et al; In the 425th Judicial District Court of Williamson County, Texas
15. Cause No. 24-2687-C395; Paul Johnson v. Williamson County Tax Office; In the 395th Judicial District Court of Williamson County, Texas
16. Cause No. 24-3042-C26; Susann Wirkes v. Chinogringo Properties, LLC, et al., In the 26th Judicial District Court of Williamson County, Texas
17. Cause No. 25-0488-C425; Williamson County, Siena Municipal Utility District No. 1, and Siena Municipal Utility District No. 2 v. The Cameron County Housing Finance Corporation, In the 425th Judicial District of Williamson County, Texas.
18. Cause No. 25-0456-C368; Ryan Markowski v. The State of Texas, et al.; In the 368th Judicial District Court of Williamson County, Texas.
19. Cause No. 24-2170-C395; Lakeside Apartments Round Rock TX LLC, Enclave Apartments Round Rock TX LLC, Lynd Living Legends Apartments LLC, and Lynd Living Legends at Lakeline Apartments LLC v. Williamson Central Appraisal District, In the 395th Judicial District, Williamson County

b. Administrative Complaints:

1. EEOC Charge No.: 451-2025-02018; J.S.

c. Claims:

1. 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 the Texas Public Facility Corporation Act, codified as Texas Local government Code Chapter 303, and

Texas Housing Finance Corporations Act, codified as Texas Local Government Code Chapter 394.

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

4. Legal matters pertaining to rules under 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.

5. Legal matter pertaining to regulation of firearms on Williamson County premises.

6. Legal matters pertaining to the Sheriff's Office Civil Service Commission staffing and representation.

7. Legal matters relating to Williamson County ESD No. 9 SUT Election 2024.

8. Legal matters relating to environmental and On-Site Sewage Facility (OSSF) regulation and enforcement.

65. 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.

66. Comments from Commissioners.

67. 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.

_____

Steven Snell, 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 2nd day of May 2025 at 5:00 P.M. and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Commissioners Court - Regular Session **3.**

Meeting Date: 05/06/2025

Budget line-item transfer for Juvenile Services

Submitted By: Denise Carlson, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on a line-item transfer for Juvenile Services.

Background

Juvenile Services is requesting a line item transfer from Residential Services into Training of $8,000.00 due to unexpected training expenses this fiscal year. Staffing turnover has required us to train more new staff than was anticipated.

Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0576-004102	Residential Serivces	8,000.00
To	0100-0576-004232	Training	8,000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 11:44 AM
Budget Office	Saira Hernandez	05/01/2025 12:43 PM
Form Started By: Denise Carlson		Started On: 05/01/2025 11:10 AM
Final Approval Date: 05/01/2025		

Commissioners Court - Regular Session **4.**

Meeting Date: 05/06/2025

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	04/30/2025 04:17 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 10:58 AM
Form Started By: Kayla Marek		Started On: 04/30/2025 03:27 PM
Final Approval Date: 05/01/2025		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
911 Communications	Director of Emergency Comm.0119.001100.	14899	$117,393.12	$3,521.70	3.00	$120,914.82	-	MERIT	9-May-25

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0581	001100	3,521.70	
01	0100	0581	002010	269.41	
01	0100	0581	002020	565.23	
01	0100	8003	001130		3,521.70
01	0100	8003	002010		269.41
01	0100	8003	002020		565.23

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
0475-County Attorney	0024	17327	$58,183.01	$58,183.01	$61,122.76	$58,183.01	$2,939.75	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN's 0024 and 0034 to PCN 2108	5/9/2025
475-County Attorney	0034	17115	$90,889.76	$90,889.76	$91,796.18	$90,932.58	$863.60	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN's 0024 and 0034 to PCN 2108	5/9/2025
475-County Attorney	2108	Vacant	N/A	N/A	$112,520.96	$116,324.31	N/A	$3,803.35	Reallocation of position budget as allowed by policy. Surplus salary from PCN's 0024 and 0034 to PCN 2108	5/9/2025

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

Commissioners Court - Regular Session **5.**

Meeting Date: 05/06/2025

Assests for Auction

Submitted For: Joy Simonton **Submitted By:** Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on acknowledging the purchasing department's monthly report of asset disposition through auction, pursuant to Texas Local Government code 263-152, for the period of April 01, 2025, through April 28, 2025.

Background

Please see attachment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

April Assets for Auction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/01/2025 11:47 AM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:21 PM
Form Started By: Cheryl Johnson		Started On: 04/15/2025 11:07 AM
Final Approval Date: 05/01/2025		

	A	B	C	D
1	April Asset for Auction	Monthly Report	Court Date:	5/6/2025
2	Williamson County - Assets for Auction		Agenda #:	36644
3	Item	Serial Number	Quantity	Department
4	DELL OPTIPLEX 7090	CWV7PK3 (277677)	1	911 Communications
5	DELL OPTIPLEX 7090	FKXQ2L3 (277679	1	911 Communications
6	DELL OPTIPLEX 7090	HTV7PK3 (277683	1	911 Communications
7	DELL OPTIPLEX 7090	FRV7PK3 (277680	1	911 Communications
8	DELL OPTIPLEX 7090	JRV7PK3 (277684)	1	911 Communications
9	DELL OPTIPLEX 7090	FVV7PK3 (277682)	1	911 Communications
10	DELL OPTIPLEX 7090	FTV7PK3 (277681	1	911 Communications
11	DELL OPTIPLEX 7090	CVV7PK3 (277676	1	911 Communications
12	DELL OPTIPLEX 7090	BTV7PK3 (277675	1	911 Communications
13	DELL PRECISION 3630 TOWER	CXLBG73 (Oracle ID 253781	1	911 Communications
14	DELL PRECISION 3630 TOWER	CXMBG73 (253783	1	911 Communications
15	DELL LATITUDE 5320 2-IN-1	1QZ51B3 (258576	1	911 Communications
16	DELL LATITUDE 5320 2-IN-1	2BYBTG3 (277773)	1	911 Communications
17	DELL LATITUDE 5320 2-IN-1	19YBTG3 (277769)	1	911 Communications
18	DELL LATITUDE 5320 2-IN-1	28YBTG3 (277771	1	911 Communications
19	DELL LATITUDE 5320 2-IN-1	28YBTG3 (277771	1	911 Communications
20	Plastic office trash cans. Various sizes and volumes	None	40	Building Maintenance
21	2021 Latitude 5320 Dell Laptop	4QZ51B3	1	Commissioner 1 - admin
22	2021 Latitude 5320 Dell Laptop	5QZ51B3	1	Commissioner 1 - admin
23	Dell Optiplex 7040	2H6H182	1	District Attorney
24	Dell Optiplex 7040	2H6C182	1	District Attorney
25	Dell Optiplex 7040	2H6D182	1	District Attorney
26	Dell Optiplex 7040	2H6G182	1	District Attorney
27	Dell Optiplex 7040	2H78182	1	District Attorney
28	Dell Optiplex 7040	2H5K182	1	District Attorney
29	KING VISION CAMERA KVIS01	C12231A343100	1	Emergency Med Services
30	KING VISION CAMERA KVIS01	C12231A343962	1	Emergency Med Services
31	KING VISION CAMERA KVIS01	C12216A341549	1	Emergency Med Services
32	KING VISION CAMERA KVIS01	C12231A343091	1	Emergency Med Services
33	KING VISION CAMERA KVIS01	C12231A343958	1	Emergency Med Services
34	KING VISION CAMERA KVIS01	C12231A343075	1	Emergency Med Services
35	KING VISION CAMERA KVIS01	C12231A343069	1	Emergency Med Services
36	KING VISION CAMERA KVIS01	C11423A094254	1	Emergency Med Services
37	KING VISION CAMERA KVIS01	C11231A040902	1	Emergency Med Services
38	KING VISION CAMERA KVIS01	C11546A165124	1	Emergency Med Services
39	KING VISION CAMERA KVIS01	C11831A291662	1	Emergency Med Services
40	KING VISION CAMERA KVIS01	C11546A165211	1	Emergency Med Services
41	KING VISION CAMERA KVIS01	C11224A036847	1	Emergency Med Services
42	KING VISION CAMERA KVIS01	C11423A094221	1	Emergency Med Services
43	KING VISION CAMERA KVIS01	C11831A291535	1	Emergency Med Services
44	KING VISION CAMERA KVIS01	C11445A122633	1	Emergency Med Services
45	KING VISION CAMERA KVIS01	C12041A316230	1	Emergency Med Services
46	KING VISION CAMERA KVIS01	C11231A040883	1	Emergency Med Services
47	KING VISION CAMERA KVIS01	C11315A059009,	1	Emergency Med Services
48	KING VISION CAMERA KVIS01	C12105A323893	1	Emergency Med Services
49	KING VISION CAMERA KVIS01	C11231A040942	1	Emergency Med Services
50	KING VISION CAMERA KVIS01	C11231A040910	1	Emergency Med Services
51	KING VISION CAMERA KVIS01	C11423A094270	1	Emergency Med Services
52	KING VISION CAMERA KVIS01	C11831A291628	1	Emergency Med Services
53	KING VISION CAMERA KVIS01	C11831A291621	1	Emergency Med Services
54	KING VISION CAMERA KVIS01	C11231A040918	1	Emergency Med Services
55	KING VISION CAMERA KVIS01	C11527A154823	1	Emergency Med Services

	A	B	C	D
56	KING VISION CAMERA KVIS01	C11831A291591	1	Emergency Med Services
57	KING VISION CAMERA KVIS01	C11224A036837	1	Emergency Med Services
58	KING VISION CAMERA KVIS01	C11224A036837	1	Emergency Med Services
59	KING VISION CAMERA KVIS01	C11423A094231	1	Emergency Med Services
60	KING VISION CAMERA KVIS01	C11423A094202	1	Emergency Med Services
61	KING VISION CAMERA KVIS01	C11231A040901	1	Emergency Med Services
62	KING VISION CAMERA KVIS01	C11238A044480	1	Emergency Med Services
63	KING VISION CAMERA KVIS01	C11231A040938	1	Emergency Med Services
64	KING VISION CAMERA KVIS01	C11529A155017	1	Emergency Med Services
65	KING VISION CAMERA KVIS01	C11431A105926	1	Emergency Med Services
66	KING VISION CAMERA KVIS01	C11231A040913	1	Emergency Med Services
67	KING VISION CAMERA KVIS01	C11315A059041	1	Emergency Med Services
68	KING VISION CAMERA KVIS01	C112310A040911	1	Emergency Med Services
69	KING VISION CAMERA KVIS01	C11550A167693	1	Emergency Med Services
70	OTC Jack	Model 5292 - Williamson County tag number 2438	1	Fleet Services
71	Misc. Automotive Parts	None	412	Fleet Services
72	Dell Latitude 5590	7FFBVT2	1	Human Resources
73	Dell Latitude 3490	DP551W2	1	Human Resources
74	Dell Latitude 5320	7BYBTG3	1	Human Resources
75	Dell Precision 3650 Wilco #16020	5YTYNF3	1	Information Systems
76	Dell Precision 3420 Wilco #1164	F1RHQD2	1	Information Systems
77	Dell OptiPlex 7050	2YQMRP2	1	Information Systems
78	Dell Optiplex7040	9BNM082	1	Information Systems
79	Dell Latitude 5300	5k0ykw2	1	Information Systems
80	Dell Latitude 7275	57xrq72	1	Information Systems
81	Dell Latitude 5285	2zwgyf2	1	Information Systems
82	Dell Latitude 5290	1xplsq2	1	Information Systems
83	Dell Latitude 5511	4TPMR73	1	Information Systems
84	Dell Latitude 3500	9px2mw2	1	Information Systems
85	Dell Latitude 3500	dnx2mw2	1	Information Systems
86	Dell Latitude 3500	4mx2mw2	1	Information Systems
87	Dell Latitude 3500	4lx2mw2	1	Information Systems
88	Dell Latitude 3500	jpx2mw2	1	Information Systems
89	Dell Latitude 3500	1qx2mw2	1	Information Systems
90	HP office jet 8100	CN37CBVJYV05ZZ	1	Information Systems
91	HP laset jet M254dw Wilco #14351	VNB3X42378	1	Information Systems
92	Dell 27"	8G4XT13	1	Information Systems
93	DELL Latitude 5501 Laptop	DCBBW33	1	Justice of the Peace 2
94	DELL Latitude 5501 Laptop	3PXKM33	1	Justice of the Peace 2
95	DELL Latitude 5501 Laptop	G64KM33	1	Justice of the Peace 2
96	DELL COLOR PRINTER M653	JPBC17GGLL	1	Justice of the Peace 2
97	DELL COLOR PRINTER M653	JPBCP2K0FC	1	Justice of the Peace 2
98	DELL FLAT PANEL MONITOR	GDNBPG2	1	Justice of the Peace 2
99	DELL FLAT PANEL MONITOR	CN-0J6HFT-74445-487-A5VL	1	Justice of the Peace 2
100	DELL DOCKING STATION	20LZF23	1	Justice of the Peace 2
101	DELL LATITUDE 5300 2-in-1 LAPTOP	FYBCFW2	1	Justice of the Peace 2
102	DELL LATITUDE 5511 LAPTOP	73NV3F3	1	Justice of the Peace 2
103	DELL LATITUDE 5501 LAPTOP	6KYJM33	1	Justice of the Peace 2
104	DELL LATITUDE 5511 LAPTOP	5N3Z1F3	1	Justice of the Peace 2
105	VERSADESK DESK RISER	None	1	Justice of the Peace 2
106	Stihl Hand Blower BG86-C	505776698	1	Parks
107	Stihl 14" Chainsaw MS193C	503123054	1	Parks
108	Echo Weedeater SRM266T	T47714011764	1	Parks
109	Dewalt Drill DW511	140844	1	Parks
110	Milwaukee 18 Volt Tool Battery B22LD	284129	1	Parks

	A	B	C	D
111	LG A/C Window Unit, LWHD1200FR	810TAQPA4180	1	Parks
112	DRINKING FOUNTAINS	None	9	Parks
113	Laptop - LATITUDE 5501 DELL 2019	DH775Y2	1	Pretrail Services
114	Laptop - LATITUDE 5501 DELL 2020	4KG63X2	1	Pretrail Services
115	Laptop - LATITUDE 5501 DELL 2020	3LB6X33	1	Pretrail Services
116	Laptop - LATITUDE 5501 DELL 2020	B965X33	1	Pretrail Services
117	Laptop - LATITUDE 5501 DELL 2020	HV53X33	1	Pretrail Services
118	Dell PN720R Active Stylus	None	1	Public Safety IT
119	Dell PN720R Active Stylus	None	1	Public Safety IT
120	Dell PN720R Active Stylus	None	1	Public Safety IT
121	Dell PN720R Active Stylus	None	1	Public Safety IT
122	Dell PN720R Active Stylus	None	1	Public Safety IT
123	Dell PN720R Active Stylus	None	1	Public Safety IT
124	Panasonic FZ-VCBN121M 4-Bay Battery Charger	6IDSA00215	1	Public Safety IT
125	Panasonic FZ-VCBN121M 4-Bay Battery Charger	7BDSA00985	1	Public Safety IT
126	Panasonic FZ-VCBN121M 4-Bay Battery Charger	7BDSA00979	1	Public Safety IT
127	Panasonic FZ-VCBN121M 4-Bay Battery Charger	7BDSA00956	1	Public Safety IT
128	Zebra UCL172-4 Quad Charger	XXNP17-09-0948	1	Public Safety IT
129	Zebra UCL172-4 Quad Charger	XXNP17-09-0949	1	Public Safety IT
130	Zebra UCL172-4 Quad Charger	XXNP17-09-0945	1	Public Safety IT
131	Black rolling office chair	NA	1	Sheriff's Office
132	Optiplex 7070 Desktop	FH55G73	1	Sheriff's Office
133	Dell computer monitor	73X9TL2	1	Sheriff's Office
134	Dell computer monitor	BX82W13	1	Sheriff's Office
135	Sound Bar	CN-0XFDH2-71623-07K-0079	1	Sheriff's Office
136	Optiplex 7080 desktop	GZRZZB3	1	Sheriff's Office
137	Dell Computer monitor	7FNDVS2	1	Sheriff's Office
138	Dell computer monitor	HYJ4D23	1	Sheriff's Office
139	five pallets of tahoe seats	chevrolet tahoe	1	Sheriff's Office
140	five pallets of tahoe seats	chevrolet tahoe	1	Sheriff's Office
141	five pallets of tahoe seats	chevrolet tahoe	1	Sheriff's Office
142	five pallets of tahoe seats	chevrolet tahoe	1	Sheriff's Office
143	five pallets of tahoe seats	chevrolet tahoe	1	Sheriff's Office
144	one box of laptop vehicle docks	havis	1	Sheriff's Office
145	one box of laptop vehicle docks	havis	1	Sheriff's Office
146	one box of laptop vehicle docks	havis	1	Sheriff's Office
147	one box of laptop vehicle docks	havis	1	Sheriff's Office
148	one box of laptop vehicle docks	havis	1	Sheriff's Office
149	459 black front bumper	ford	1	Sheriff's Office
150	459 middle jumpseat cloth	ford	1	Sheriff's Office
151	OptiPlex 7050 desktop	83VPBM2	1	Sheriff's Office
152	OptiPlex 7050 desktop	83ZMBM2	1	Sheriff's Office
153	Dell computer monitor	GTW9TL2	1	Sheriff's Office
154	Dell Computer monitor	3VW9TL2	1	Sheriff's Office
155	Dell 7010 computer	6Y5XDZ1	1	Sheriff's Office
156	Dell 7070 computers	DXZOP23	1	Sheriff's Office
157	Dell 7070 computers	6LMCB03	1	Sheriff's Office
158	Dell 7070 computers	6LP3B03	1	Sheriff's Office
159	Dell 7070 computers	6LQ3BO3	1	Sheriff's Office
160	Dell 7080 Computers	BR267X2	1	Sheriff's Office
161	Dell 7080 Computers	GZVOOC3	1	Sheriff's Office
162	Dell 7080 Computers	GZVYZB3	1	Sheriff's Office
163	Dell 7080 Computers	GZWOOC3	1	Sheriff's Office
164	Dell Latitude 5511 laptop	4VDBM53	1	Sheriff's Office
165	Dell Latitude 5511 laptop	JRGS253	1	Sheriff's Office

	A	B	C	D
166	Sony handycam cameras	BC#'s 03845	1	Sheriff's Office
167	Sony handycam cameras	8195	1	Sheriff's Office
168	Sony handycam cameras	3731	1	Sheriff's Office
169	Sony handycam cameras	8919	1	Sheriff's Office
170	Sony handycam cameras	8197	1	Sheriff's Office
171	Dell laptop	Wilco#16309 Ser tag#4VDBM53	1	Sheriff's Office
172	Samsung camera WB35F	BC#3736	1	Sheriff's Office
173	Skyhawk1TB Internal drive	Z9C8V3FH	1	Sheriff's Office
174	flashlights	None	1	Sheriff's Office
175	flashlights	None	1	Sheriff's Office
176	flashlights	None	1	Sheriff's Office
177	flashlights	None	1	Sheriff's Office
178	Dell Printer B5460DN	BC#08176 Ser tag #4V9MQ42	1	Sheriff's Office
179	Dell monitors	None	1	Sheriff's Office
180	Dell monitors	None	1	Sheriff's Office
181	Dell monitors	None	1	Sheriff's Office
182	Dell monitors	None	1	Sheriff's Office
183	Dell monitors	None	1	Sheriff's Office
184	Dell monitors	None	1	Sheriff's Office
185	Fujitsu FI-7160 Scanners	BC#08594, Ser tag#'s C1OA341562	1	Sheriff's Office
186	Fujitsu FI-7160 Scanners	C10A511996	1	Sheriff's Office
187	Canon printerDR-6010C	FB331232	1	Sheriff's Office
188	Garrett handheld scanners	8182	1	Sheriff's Office
189	Garrett handheld scanners	8262	1	Sheriff's Office
190	Global Industries Evaporative cooler	3796	1	Sheriff's Office
191	Garrett handheld scanners	8266	1	Unified Road Systems
192	Red Chairs	None	1	Unified Road Systems
193	Red Chairs	None	1	Unified Road Systems
194	Red Chairs	None	1	Unified Road Systems
195	Red Chairs	None	1	Unified Road Systems
196	Red Chairs	None	1	Unified Road Systems
197	Red Chairs	None	1	Unified Road Systems
198	Black Chair	None	1	Unified Road Systems
199				
200				

Commissioners Court - Regular Session **6.**

Meeting Date: 05/06/2025

Assets for Destruction

Submitted For: Joy Simonton **Submitted By:** Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to acknowledge the Purchasing Department's monthly report of asset dispositions through Destruction, pursuant to Texas Local Government Code 263.152, for the period of 04.01.2025 through 04.28.2025

Background

Please see attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset for Destruction

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/30/2025 09:43 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 11:37 AM
Form Started By: Cheryl Johnson		Started On: 04/15/2025 11:22 AM
Final Approval Date: 05/01/2025		

April | Monthly Report | **Court Date:**

Williamson County - Assets for Destruction

Agenda #: 36645

Item	Serial Number	Quantity	Department
TWIN XL MATTRESS	TWIN XL MATTRESS	1	Emergency Med Services
TWIN XL MATTRESS	TWIN XL MATTRESS	1	Emergency Med Services
TWIN XL MATTRESS	TWIN XL MATTRESS	1	Emergency Med Services
PROTECH STAND ALONE PLATES TYPE III, MODEL DT206C	10210090440	1	Emergency Med Services
PROTECH STAND ALONE PLATES TYPE III, MODEL DT206C	10210090429	1	Emergency Med Services
PROTECH STAND ALONE PLATES TYPE III, MODEL DT206C	10200074194	1	Emergency Med Services
PROTECH STAND ALONE PLATES TYPE III, MODEL DT206C	10200074191	1	Emergency Med Services
PROTECH LGR BULLET PROOF VEST	PROTECH LGR	1	Emergency Med Services
PROTECH LGR BULLET PROOF VEST	PROTECH LGR	1	Emergency Med Services
PROTECH LGR BULLET PROOF VEST	PROTECH LGR	1	Emergency Med Services
SSCOR PORTABLE SUCTION UNIT 74000	S11947	1	Emergency Med Services
SSCOR PORTABLE SUCTION UNIT 74000	S15026	1	Emergency Med Services
SSCOR PORTABLE SUCTION UNIT 74000	S05555	1	Emergency Med Services
SSCOR PORTABLE SUCTION UNIT 74000	S12340	1	Emergency Med Services
SSCOR PORTABLE SUCTION UNIT 74000	S15028	1	Emergency Med Services
SSCOR PORTABLE SUCTION UNIT 74000	WILCO ID # 8805	1	Emergency Med Services
Dell Monitor	None	1	Tax Assessor/Collector
Dell Monitor	None	1	Tax Assessor/Collector

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 04-04-2025
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	PROTECH LGR BULLET PROOF VEST
1. Manufacturer ID #:	PROTECH LGR
1. Oracle Asset #:	Not tracked in Oracle.
1. Condition of Assets:	Working
2. Quantity (Mandatory)::	4
2. Description:	PROTECH STAND ALONE PLATES TYPE III, MODEL DT206C
2. Manufacturer ID #:	SERIAL NUMBERS 10210090440, 10210090429, 10200074194, 10200074191
2. Oracle Asset #:	Not tracked in Oracle.
2. Condition of Assets:	Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-943-1264
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ John Gonzales 4/14/2025 1:11 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Destruction
Court Date:	5/6/2025
Agenda Item:	36645

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|mary.greenway@wilco.org - 21-04-2025
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	2
1. Description:	Dell Monitor
1. Oracle Asset #:	Not tracked in Oracle.
1. Condition of Assets:	Non-Working
Transferring Dept.:	Tax Assessor/Collector
Transferring Dept. Contact Person	Mary Greenway
Transferring Dept. Contact Ph#:	5129431954
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Maritza Aragon 4/21/2025 2:37 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✖
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✖
Purchasing Final Determination	Destruction
Court Date:	5/6/2025
Agenda Item:	36645
Asset(s) delivered to warehouse on:	5/6/2025

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 08-04-2025
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	6
1. Description:	SSCOR PORTABLE SUCTION UNIT 74000
1. Manufacturer ID #:	S11947, S15026, S05555, S12340, S15028, WILCO ID # 8805
1. Oracle Asset #:	Not tracked in Oracle.
1. Condition of Assets:	Non-Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-943-1264
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ John Gonzales 4/14/2025 1:11 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	5/6/2025
Agenda Item:	36645
Asset(s) delivered to warehouse on:	5/6/2025

Asset Status Change

Asset Status Change

Title:	i:0#.f|membership|kbecker@wilco.org - 04-04-2025
Disposal Method:	DESTRUCTION due to Public Health/Safety or no apparent value
Item(s) Category:	Other
1. Quantity (Mandatory):	3
1. Description:	TWIN XL MATTRESS
1. Manufacturer ID #:	TWIN XL MATTRESS
1. Oracle Asset #:	Not tracked in Oracle.
1. Condition of Assets:	Non-Working
Transferring Dept.:	Emergency Med Services
Transferring Dept. Contact Person	Kirk Becker
Transferring Dept. Contact Ph#:	512-943-1264
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ John Gonzales 4/14/2025 1:11 PM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Destruction
Court Date:	5/6/2025
Agenda Item:	36645

Asset Status Change

Commissioners Court - Regular Session **7.**

Meeting Date: 05/06/2025

Assets for Trade In

Submitted For: Joy Simonton **Submitted By:** Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Trade-In, pursuant to Tx. Local Gov't Code 263.152, for the period of 04.01.2025 through 04.28.2025

Background

Please see attached.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Trade - In report

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/30/2025 09:45 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 11:40 AM
Form Started By: Cheryl Johnson		Started On: 04/17/2025 11:29 AM
Final Approval Date: 05/01/2025		

April | Monthly Report | **Court Date:** | 04.06.2025

Williamson County - Assets for Trade-In

Agenda #: 36656

Item	Serial Number	Quantity	Department
Cardiac Science Automated External Defibrillator	D00000051993	1	Building Maintenance
cardiac Science Automated External Defribrillator	D00000052060	1	Building Maintenance

Asset Status Change

Title:	i:0#.f|membership|jeff.malcolm@wilco.org - 31-03-2025
Disposal Method:	TRADE-IN for new assets of similar type for the county
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Cardiac Science Automated External Defibrillator
1. Manufacturer ID #:	D00000051993
1. Oracle Asset #:	206725
1. Condition of Assets:	Non-Working
2. Quantity (Mandatory)::	1
2. Description:	cardiac Science Automated External Defribrillator
2. Manufacturer ID #:	D00000052060
2. Oracle Asset #:	206724
2. Condition of Assets:	Non-Working
Transferring Dept.:	Building Maintenance
Transferring Dept. Contact Person	Jeff Malcolm
Transferring Dept. Contact Ph#:	512-943-3308
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Gina Wrehsnig 3/31/2025 8:41 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✘
Purchasing Final Determination	Trade-in
Court Date:	5/6/2025
Agenda Item:	36649

Asset Status Change

Commissioners Court - Regular Session **8.**

Meeting Date: 05/06/2025

Assets for Transfer

Submitted For: Joy Simonton **Submitted By:** Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on acknowledging the Purchasing Department's monthly report of asset dispositions through Transfer, pursuant to Texas Local Government Code 263.152, for the period of 04.01.2025 through 04.28.2025.

Background

Please see the attached list for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Asset Transfer report for April 2025

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/30/2025 09:44 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 11:38 AM
Form Started By: Cheryl Johnson		Started On: 04/15/2025 12:01 PM
Final Approval Date: 05/01/2025		

Apr-25	Monthly Report	**Court Date:**	5/6/2025
Williamson County - Assets for Transfer		**Agenda #:**	36647

Item	Serial Number	Quantity	Transfering Department	Receiving Department
Dell Latitude 5350 2n1 Laptop	9FLWN54	1	Wireless Communication	Information Systems

Asset Status Change

Title:	i:0#.f|membership|julie.schultz@wilco.org - 19-02-2025
Disposal Method:	TRANSFER between county departments
Item(s) Category:	Other
1. Quantity (Mandatory):	1
1. Description:	Dell Latitude 5350 2n1 Laptop
1. Manufacturer ID #:	9FLWN54
1. Oracle Asset #:	392946
1. Condition of Assets:	Working
Transferring Dept.:	Wireless Communication
Transferring Dept. Contact Person	Julie Schultz
Transferring Dept. Contact Ph#:	512-943-1450
Transferring Dept. - Elected Offic./Dept. Head/AuthStaff Signature:	✔ Thomas Piche 2/19/2025 8:45 AM
Transferring Dept. - Elected Offic./Dept. Head/Auth Staff Signature	✘
Receiving Dept.	Information Systems
Receiving Department Contact Person:	Julie Schultz
Receiving Dept. Contact Ph#:	512-943-1450
Receiving Depart. - Elected Offic./Dept. Head/Auth Staff Signature:	✔ Julie Schultz 4/15/2025 2:12 PM
Purchasing Final Determination	Internal Department Transfer
Court Date:	5/6/2025
Agenda Item:	36647

Asset Status Change

Commissioners Court - Regular Session **9.**

Meeting Date: 05/06/2025

VSC Asset for Auction

Submitted For: Joy Simonton **Submitted By:** Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the disposal of various county vehicles(s) and equipment assets through auction, including 2016 Chevrolet Tahoe VIN #9184, 2019 Chevrolet Tahoe VIN# 1728, 2019 Chevrolet Tahoe VIN #3169, 2017 Ford Police Interceptor VIN #8940, 2017 Chevrolet Tahoe VIN #9790, 2017 Chevrolet Tahoe VIN #3029, 2019 Chevrolet Tahoe VIN #8351, 2017 Chevrolet Tahoe VIN #8313, 2009 Trailer VIN# 1813, pursuant to Texas Local Government Code 263.152

Background

Please see the attached for details.

Fiscal Impact

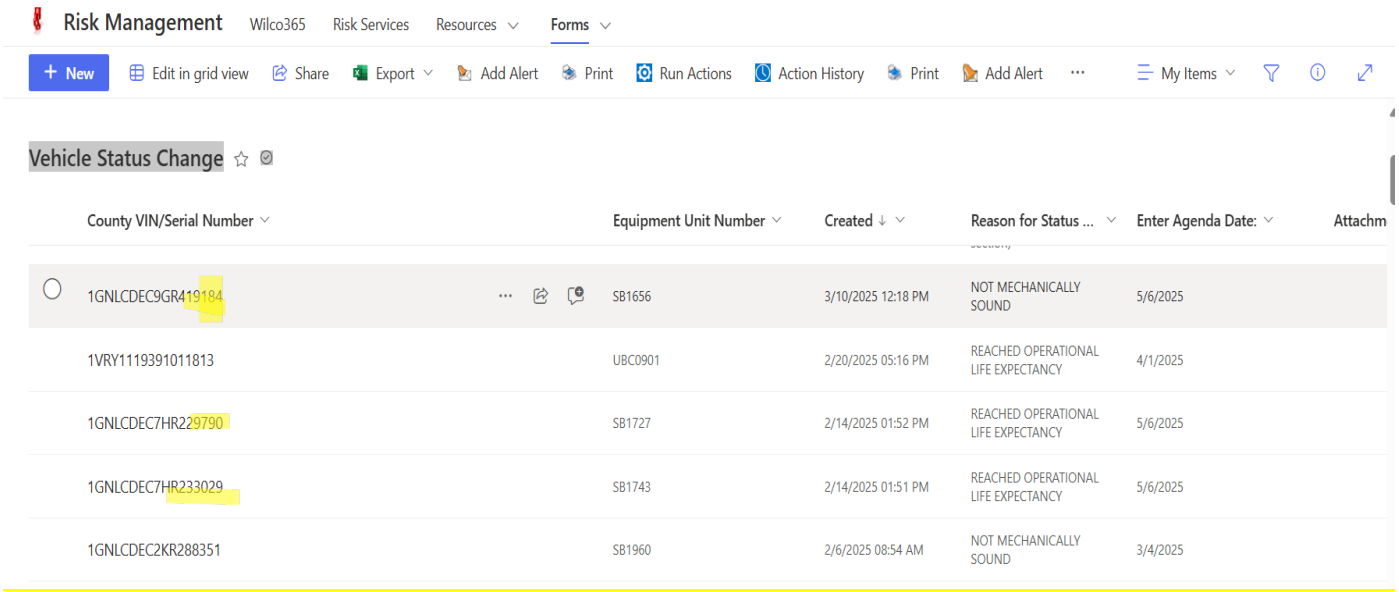
From/To	Acct No.	Description	Amount

Attachments

VCS Asset Report for April 2025

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/01/2025 11:58 AM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:35 PM
Form Started By: Cheryl Johnson		Started On: 04/28/2025 09:35 PM
Final Approval Date: 05/01/2025		


Risk Management
Wilco365
Risk Services
Resources
Forms
New
Edit in grid view
Share
Export
Add Alert
Print
Run Actions
Action History
Print
Add Alert
My Items
Vehicle Status Change
County VIN/Serial Number
Equipment Unit Number
Created
Reason for Status ...
Enter Agenda Date:
Attachm
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SB1656
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5/6/2025
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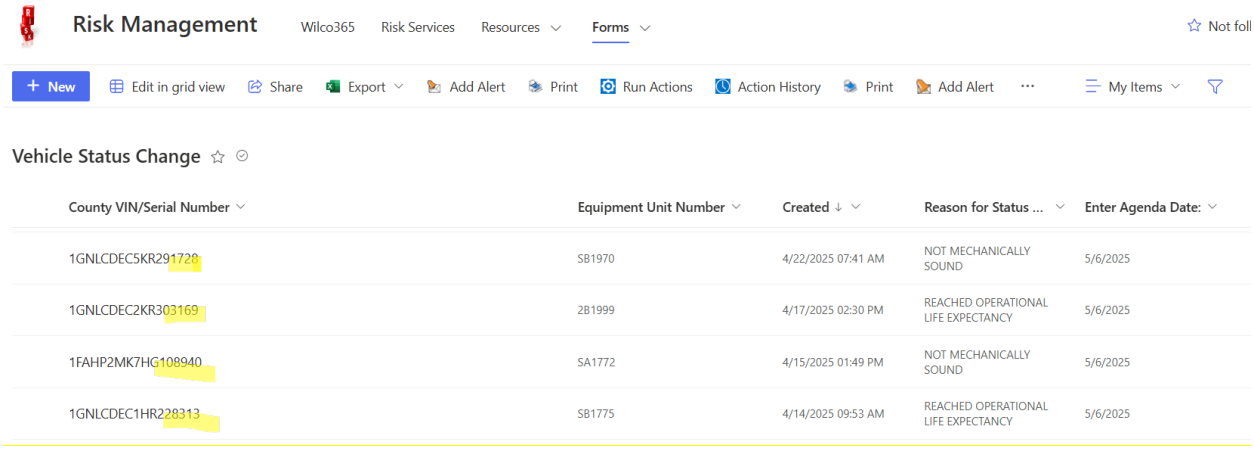
UBC0901
2/20/2025 05:16 PM
REACHED OPERATIONAL LIFE EXPECTANCY
4/1/2025
1GNLCDEC7HR229790
SB1727
2/14/2025 01:52 PM
REACHED OPERATIONAL LIFE EXPECTANCY
5/6/2025
1GNLCDEC7HR233029
SB1743
2/14/2025 01:51 PM
REACHED OPERATIONAL LIFE EXPECTANCY
5/6/2025
1GNLCDEC2KR288351
SB1960
2/6/2025 08:54 AM
NOT MECHANICALLY SOUND
3/4/2025


Risk Management
Wilco365
Risk Services
Resources
Forms
Not foll
New
Edit in grid view
Share
Export
Add Alert
Print
Run Actions
Action History
Print
Add Alert
My Items
Vehicle Status Change
County VIN/Serial Number
Equipment Unit Number
Created
Reason for Status ...
Enter Agenda Date:
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SB1970
4/22/2025 07:41 AM
NOT MECHANICALLY SOUND
5/6/2025
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2B1999
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REACHED OPERATIONAL LIFE EXPECTANCY
5/6/2025
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SA1772
4/15/2025 01:49 PM
NOT MECHANICALLY SOUND
5/6/2025
1GNLCDEC1HR228313
SB1775
4/14/2025 09:53 AM
REACHED OPERATIONAL LIFE EXPECTANCY
5/6/2025

Commissioners Court - Regular Session **10.**

Meeting Date: 05/06/2025

Accept Donation To Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Erin Bussart, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenue for Veteran Services donation.

Background

The MOWW donated $1,000 to Veteran Services for Veterans in need. Reference Receipt #143083.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0000.367400	Donation	1000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 11:42 AM
Form Started By: Erin Bussart		Started On: 04/28/2025 02:03 PM
Final Approval Date: 05/01/2025		

Commissioners Court - Regular Session **11.**

Meeting Date: 05/06/2025

Accept Donation To Veteran Services

Submitted For: Michael Hernandez **Submitted By:** Erin Bussart, Veteran Services

Department: Veteran Services

Agenda Category: Consent

Information

Agenda Item

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

Background

The MOWW donated $1,000 to Veteran Services for Veterans in need. Reference Receipt #143083

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0405.003670	Donation	1000.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 11:39 AM
Form Started By: Erin Bussart		Started On: 04/17/2025 10:53 AM
Final Approval Date: 05/01/2025		

Commissioners Court - Regular Session **12.**

Meeting Date: 05/06/2025

Appointment of Deputy Constable Precinct 2

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Justin Postell as Deputy Constable for Constable Precinct 2 pursuant to Texas Local Government Code 86.011.

Background

Justin Postell has been selected to fill the open position of Deputy Constable Precinct 2 after having completed an extensive background investigation. Justin was born in San Antonio, Texas, and has been a Texas Peace Officer for over 17 years. For the past 1 and a half years, he has been a Deputy Constable with Williamson County Precinct 1. He is married with a daughter.

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	05/01/2025 11:41 AM
Form Started By: Kathy Pierce		Started On: 04/29/2025 12:08 PM
Final Approval Date: 05/01/2025		

Commissioners Court - Regular Session **13.**

Meeting Date: 05/06/2025

Appointment of Deputy Constable for Precinct 2

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on the appointment of Jeff Parker as Deputy Constable for Precinct 2 pursuant to Texas Local Government Code 86.011.

Background

Jeff Parker has been selected to fill the open position of Deputy Constable Precinct 2 after having completed an extensive background investigation. Jeff has been a Texas Peace Officer for over 25 years. Currently, he is a Deputy Constable in Travis County Precinct 5, and has prior experience with Williamson County Constable Precinct 1.

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	05/01/2025 10:56 AM
Form Started By: Kathy Pierce		Started On: 04/29/2025 12:56 PM
Final Approval Date: 05/01/2025		

Commissioners Court - Regular Session **14.**

Meeting Date: 05/06/2025

Official Bond - County Judge

Submitted For: Steven Snell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving an Endorsement to
the Official Bond for the newly sworn County Judge, Steven Snell, to be effective as of April 21, 2025.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Bond & Endorsement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	05/02/2025 11:50 AM
Form Started By: Andrea Schiele		Started On: 05/02/2025 11:46 AM
Final Approval Date: 05/02/2025		

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

TEXAS OFFICIAL BOND AND OATH FOR COUNTY JUDGE

THE STATE OF TEXAS

County of Williamson

Bond No. 101455260

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Steven E. Snell, as Principal, and the Merchants Bonding Company (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Treasurer of the County of Williamson, State of Texas, his/her successors in office, in the sum of Ten Thousand Dollars ($10,000.00).

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 28th day of March, 2025, duly Appointed to the office of County Judge in and for Williamson County in the State of Texas, for a term commencing on the 3rd day of November, 2026 and expires on the 3rd day of November, 2026.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall pay all money that comes into his/her hands as county judge to the person or officer entitled to it; pay to the county all money illegally paid to him/her out of county funds; and not vote or consent to pay out county funds for other than lawful purposes, then this obligation to be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Dated this 31st day of March, 2025.

Steven E. Snell
Principal

By: Steven Snell
Steven E. Snell

Merchants Bonding Company (Mutual)

By: Amy Young
Amy Young Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS

County of Williamson

Before me, Andrea L. Schiele, a notary public, on this day personally appeared Steven E. Snell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at 710 S. Main St. Georgetown TX this 21st day of April, 2025.

Andrea L Schiele

Williamson County, Texas.

NOTARY PUBLIC STATE OF TEXAS
ANDREA SCHIELE
MY COMMISSION EXPIRES
02/23/2029
NOTARY ID: 126562040

PO 0143 TX (2/15)

MERCHANTS BONDING COMPANY™
MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

ENDORSEMENT

It is hereby understood and agreed that Bond No.: 101455260

Principal: Steven E. Snell ,

Obligee: Williamson

in the Merchants Bonding Company (Mutual) , is changing this bond effective May 2, 2025

FROM:
Effective Date: 11/03/2026

TO:
Effective Date: 04/21/2025

All terms and conditions of said bond, except as above changed, to remain the same.

Signed, sealed and dated this 2nd day of May , 2025

Merchants Bonding Company (Mutual)

By Larry Taylor
Larry Taylor, President

SUP 0018 (2/15)

Commissioners Court - Regular Session **15.**

Meeting Date: 05/06/2025

Approval of Service and Purchase Addendum of Laserfiche Annual Support from MCCi, Inc. for Information Systems

Submitted For: Joy Simonton **Submitted By:** Barbi Hageman, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving Service and Purchase Addendum No. 4 (#2025214) for additional licenses for Laserfiche Annual Support from MCCi, LLC, in the amount of $81,648.15, pursuant to BuyBoard cooperative contract #716-23, and authorizing execution and purchase

Background

Approval of this Service and Purchase Addendum No. 4 to Master Services Agreement No. 20912, will support departments across Williamson County that use Laserfiche for digital document management. The additional licenses are to facilitate better DEMS access for the annual support for the period of 04/01/2025–03/31/2026. Funding source is 01.0100.0503.003011 per FY25 budget. Contract Audit and General Council have approved. Origination #2551. Department contact is Minnie Beteille.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

MCCI Addendum

MSA

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/30/2025 10:22 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:21 PM
Form Started By: Barbi Hageman		Started On: 04/21/2025 09:45 AM
Final Approval Date: 05/01/2025		

ADDENDUM NO. 4 TO MASTER SERVICES AGREEMENT NO. 20912

LASERFICHE EXPANSION ORDER

Pursuant to Master Services Agreement No. 20912 ("**Agreement**"):

This Laserfiche Expansion Order, designated as Addendum No. 4, is entered into as of April 28, 2025, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum No. 4 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC	**WILLIAMSON COUNTY ("Client")**
Signed: E-SIGNED by Victor D'Aurio on 2025-04-28 17:34:59 GMT	Signed: _____
Name: Victor D'Aurio	Name: _____
Title: Chief Operating Officer	Title: _____
Date: April 28, 2025	Date: _____

PRICING: LASERFICHE

3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Bill/Ship to: Minnie Beteille
mbeteille@wilcotx.gov
cc AP Contact: tmcculley@wilcotx.gov; accountspayable@wilcotx.gov; ssimons@wilcotx.gov; mbeteille@wilcotx.gov;ichandler@wilcotx.gov

Client Name: Williamson County
Client Address: 301 SE Innerloop, Suite 105, Georgetown, TX 78626
Quote Number: 35879
Order Type: Expansion
Quote Date: April 28, 2025

Product Description:	*Qty.*	*Unit Cost*	*BuyBoard #716-23*	*Total*
CONTENT SERVICES SOFTWARE LICENSING FOR RIO				
☑ Laserfiche Rio Records Management Edition Named Full User (500-999 Users)	100	$577.50	$537.08	$53,708.00
☑ Laserfiche Rio Forms Professional (500-999 Users)	100	$52.50	$48.83	$4,883.00
☑ Laserfiche Rio Connector (500-999 Users)	100	$26.25	$24.41	$2,441.00
Laserfiche Software Subtotal				***$61,032.00***

GRAND TOTAL - ONE-TIME SOFTWARE	***$61,032.00***

Product Description:	*Qty.*	*Unit Cost*	*BuyBoard #716-23*	*Annual Total*
LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC				
☑ Laserfiche Rio Records Management Edition Named Full User (500-999 Users)	100	$115.50	$103.95	$10,395.00
☑ Laserfiche Rio Forms Professional (500-999 Users)	100	$10.50	$9.45	$945.00
☑ Laserfiche Rio Connector (500-999 Users)	100	$5.25	$4.73	$473.00
Laserfiche Annual Recurring Software Support Subtotal				***$11,813.00***
LASERFICHE ANNUAL SUBSCRIPTION - BASIC				
☑ Laserfiche Participant User Subscription (200-499 Users)	200	$55.00	$52.25	$10,450.00
Laserfiche Annual Recurring Subscription Subtotal				***$10,450.00***

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	***$22,263.00***

☑ ***Laserfiche Recurring Annual Support Proration for 11+ Months***	($873.84)
☑ ***Laserfiche Recurring Annual Subscription Proration for 11+ Months***	($773.01)
TOTAL LASERFICHE COST	***$81,648.15***

Beginning on October 1, 2025, Laserfiche will implement a 5% price increase across all its platforms. This change will affect the pricing of perpetual software licenses, modules, annual support, and subscription products.

All Quotes Expire 30 Days from Quote Date

This is NOT an invoice. Please use this confirmation to initiate your purchasing process.

RECURRING SERVICES

The Recurring Services portion of this Order will be based on the pricing at the time of renewal. It will systematically renew unless written notice of termination has been provided per the master agreement. In the event that a manufacturer increases its prices for recurring annual services, the increase will be passed along to the Client. No more than once per year, MCCi may adjust its recurring annual services (services not related to 3rd party manufacturers) to coincide with current U.S. inflation rates; any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Please note that if you subscribe to volume-based solutions, additional user licenses may increase the cost of those items at the time of your next annual renewal.

SALES TAX

Sales tax will be invoiced where applicable and is not included in the fee quote above.

PRODUCT ORDER TERMS

MCCi will process Product Orders as follows:

Product/Service Description	Timing of Product Order
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	Within 30 days of receipt of Order

The act of MCCi processing orders determines the start date of annual Recurring Service periods. Establishment of start dates for 3rd party manufacturer products are subject to each manufacturer's current policy.

BILLING TERMS

MCCi will invoice Client as follows:

Product/Service Description	Timing of Billing
All Software, Recurring Annual Support/Subscription, and Supplemental Support Services	▪ **Initial Sale:** Upon delivery of software or activation of the subscription ▪ **Annual Renewal:** 75 days in advance of expiration date

MCCi shall not send any invoices nor claim payment for any fees or expenses incurred by MCCi until both parties authorize this Order. Sales tax will be invoiced where applicable and is NOT included in the Pricing section.

TECHNICAL SUPPORT

Clients may contact MCCi support via MCCi's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday through Friday (excluding major holidays) from 8 am to 8 pm Eastern Time.

RETURN POLICY

Any product returns are subject to the manufacturer's return policy.

LIMITED LIABILITY

If the Master Agreement is silent on each party's limited liability, or there exists no master agreement, except for breach of any intellectual property right, or end user terms of use, and/or license agreement, liability is limited to the amount of dollars received by MCCi directly associated with this Order in the twelve (12) months prior to the date of the Claim. If the applicable agreement provides for a limitation of liability, then such limitation applies to the greatest extent allowed.

MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

PRE-EXISTING INTELLECTUAL PROPERTY (IP)

The following products noted below are deemed Pre-existing IP as defined in the Master Agreement and are not considered "Works Made for Hire" and as such all rights, title or interest remains with MCCi. Client shall retain a non-exclusive, royalty-free, world-wide, license to use the product(s) as such product(s) is integrated into the solution purchased from MCCi and for the term of the applicable subscription(s) by Client.

- Laserfiche PowerPack by MCCi
- Laserfiche EnerGov Integration by MCCi
- Laserfiche Neogov Integration by MCCi
- GoFiche Suite for Avante/Rio/Subscription
- Common Web Service API for Laserfiche
- GovBuilt software

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without MCCi's help. MCCi is not responsible for any damage caused by the user's customization of the system not performed by MCCi. MCCi will not be held responsible for correcting any problems that may occur from these customizations. Routine updates as provided by software manufacturers may affect any customizations made by entities other than MCCi. If MCCi's help is required to correct/update any customizations made by any entity other than MCCi, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For MCCi to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all MCCi installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

FEES

Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse Company for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by Company in connection with the Services ("Order Expenses"). If relevant, and provided to Company, Company will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding Company's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse Company for the full amount of expenses invoiced.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If Company is reselling a license and/or subscription of a third-party product to Client, then Company will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to Company within 15 days of the date of the notice of such increase. Upon receipt of such notice, Company will cancel Client's license and/or subscription to the third-party licensed product.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of Company's expenses incurred through the effective date of termination. If Client cancels or suspends this Addendum, pursuant to the Agreement and only if allowed hereunder, between completed milestones, Company will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, Company will recommence invoicing as applicable.

WARRANTY

Company warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the applicable subject matter, in a professional, competent, and workman-like manner.

Company's delivery of a Deliverable to Client shall constitute a representation by Company that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in this Addendum. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the hereunder, Client shall have five (5) business days after Company's submission to give written notice to Company specifying the deficiencies in reasonable detail. Company shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, Company shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

COMPANY DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT COMPANY SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN THIS ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR COMPANY, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND COMPANY'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN THE MASTER SERVICES AGREEMENT. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING COMPANY WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH COMPANY IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING,

IN THE CASE OF MODIFIED SOFTWARE, ASSISTING COMPANY TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN COMPANY. COMPANY ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND COMPANY HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS ORDER OR THE AGREEMENT, COMPANY DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be Company's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by Company), Client shall pay Company for all costs incurred for all evaluation, correction or other services performed by Company relating to such claim on a time and materials basis at Company's then-standard rates.

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LASERFICHE ASSUMPTIONS

The following assumptions are current as of the date of order. Manufacturer's terms and conditions are subject to change.

LASERFICHE END USER LICENSE AGREEMENT (EULA)

By accepting this Order, Client acknowledges Laserfiche's EULA and agrees to abide by its terms and absolve MCCi of any Laserfiche product-related liability.

LASERFICHE SOFTWARE SUPPORT PLAN

MCCi acts as first-tier support and works with Laserfiche, who would provide second-tier level support when needed. Laserfiche software support plans are applicable to actively supported perpetual software and are bundled with on-premises Subscription and Cloud systems. All software support plans are on a yearly subscription basis and accompany the applicable software product designed, developed, created, written, owned, or licensed by Laserfiche. On-premises Subscription and Cloud system subscribers are advised to export data from their Laserfiche system prior to cancellation or any other termination.

ACTIVE LASERFICHE SOFTWARE SUPPORT PLAN BENEFITS INCLUDE:

- Easy remote access to MCCi's team of Laserfiche Gold Certified Support Technicians
- Access to new product update versions and hotfixes
- Software credit eligibility for product upgrades, as determined by Laserfiche's then-current policy
- Continued access to Client's Laserfiche solution*

  ** Specific to Laserfiche Cloud and Laserfiche on-premises Subscription licensed Clients*

POLICIES

- To receive periodic product updates for a Laserfiche Software Solution, its associated software support plan must be purchased and maintained throughout the software term.
- All software support plan subscriptions are annual, prepaid, and non-refundable.
- The annual term start date for new systems is established by Laserfiche at the time MCCi submits an order to Laserfiche on Client's behalf.
- For platform upgrades, software and support credit eligibility is determined by Laserfiche's then-current policy. To receive any available software or support credit, Client's support plan must be active (i.e., support plan has not expired)
- For expansion purchases, the applicable service period is prorated to match Client's existing or future service period, which is dependent on Laserfiche's then current policy and the timing of the expansion order vs. the Client's annual service period renewal date (i.e., prorating for less than four months may not be permittable due to the timing of renewal invoicing).

LATE PAYMENTS

- If payment is not received before Client's renewal date, Client's Laserfiche software support plan expires. Please allow up to five (5) business days after receipt of payment for MCCi to process renewal payment to Laserfiche.
- Impact of Expiration:
- Client will be able to access MCCi Support Technicians for 30 days post expiration. However, if there are support issues that require Laserfiche involvement, these issues cannot be resolved until Client's support is renewed.
- Perpetual software support plan: Access to the Laserfiche support website and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche.

- Laserfiche on-premises Subscription or Laserfiche Cloud: Access to Client's Laserfiche solution will be turned off after 30 days and Client's access to the Laserfiche support website, and Laserfiche technicians will no longer be available until MCCi receives Client's renewal payment and processes payment to Laserfiche. Laserfiche on-premises Subscription Clients must reactivate the on-premises Subscription system following payment of the software support plan renewal to ensure uninterrupted usage.
- Reinstatement Fees: In order to receive uninterrupted support for perpetual on-premises Laserfiche Software Solutions, Client must maintain a software support plan for the term of the Laserfiche Software Solution. In the event that Client's software support plan is expired for more than 45 days, the plan will need to be reinstated. Reinstatements reset the annual date of the software support plan, and the cost includes one year of the software support plan in addition to the Reinstatement Fee. The Reinstatement Fee is a 10% markup on the lapsed value of the software support plan. The Reinstatement Fee includes the number of days lapsed since your software support plan expired.

INTEGRATIONS

Third-party Laserfiche integrations or utilities may consume one (1) or more Laserfiche user licenses depending on how the vendor designed and coded the integration. These additional licensing needs should be verified by Client and considered in the user licensing purchased.

LASERFICHE SOLUTION PROVIDER OF RECORD

As Client's current Solution Provider of Record, Laserfiche's policy dictates that MCCi is the only Laserfiche Solution Provider that has access to Client's support account, along with the ability to download software licenses and activations, process subscription renewals and initiate additional purchases on Client's behalf. Unless Client decides to cancel Client's contract with MCCi or work with Laserfiche to formally change Client's Laserfiche Solution Provider of Record, future purchases and subscription renewals will be processed and provided by MCCi.

LASERFICHE RIO SHARED SERVICES PROVISIONS

The Host Entity is the owner of the Laserfiche licensing and is registered as such with MCCi and Laserfiche corporate. For Laserfiche corporate licensing rules, there can only be one licensed entity per Laserfiche Rio platform. Licensing is non-transferrable. Additionally, the Host Entity is responsible for cost allocation among the other entities that are utilizing its Laserfiche Rio Platform and for being the main point of contact for support provided through MCCi. The account can only be renewed once all entities have paid for the full LSAP.

MASTER SERVICES AGREEMENT NO. 20912

This Master Services Agreement No. 20912 (this **"Agreement"**) is effective on the date of the last signature, (**"Effective Date"**) and is made by and between MCCI, LLC, a Florida limited liability company with its principal office located at 3717 Apalachee Parkway, Suite 201, Tallahassee, FL 32311 (**"MCCI"**) and Client (defined herein). MCCI and Client may each be referred to individually herein as a **"Party"** or collectively as the **"Parties"**.

The terms **"Client"** in this Agreement shall also include Client's **"Affiliates,"** defined as a legal entity that directly or indirectly controls, is controlled by, or is under common control with the applicable Party. It is agreed that Client's Affiliates who are a party to the applicable Order (defined below) shall enjoy the same rights, benefits and obligations set forth in this Agreement as are applicable to Client.

As used in this Agreement, **"MCCI"** means the MCCI Affiliate providing the Services (defined below) to the Client in the applicable Order.

The Parties hereto intending to be legally bound hereby, agree as follows:

1. Scope of Service

MCCI and Client may develop and enter into one or more sales orders, attached hereto or incorporated by reference, incorporating a description of the specific goods and/or services requested by Client and agreed to be performed or otherwise provided by MCCI (and as modified in writing by the Parties, each an **"Order"**). MCCI will provide to Client those goods and/or services described as its obligation in the Order (collectively, the **"Services"**). If applicable, each Order will also describe items specifically required to be delivered by MCCI to Client (each a **"Deliverable"**), and the acceptance criteria, if any, for each of the Deliverables. Further, each Order will set forth, among other things, tasks to be performed by the Parties and roles and responsibilities of each Party. Each Order shall specifically identify this Agreement and indicate that it is subject to the terms hereof. Unless provided to the contrary in the applicable Order, to the extent there are any conflicts or inconsistencies between this Agreement and any Order or Client purchase order, except in regard to Sections 2 or 3 herein, the provisions of this Agreement shall govern and control. Use of pre-printed forms, including, but not limited to email, purchase orders, shrink-wrap or click-wrap agreements, except those that may appear in the applicable Order, acknowledgements or invoices, is for convenience only and all pre-printed terms and conditions stated thereon, except as specifically set forth in this Agreement, are void and of no effect. No amendment or modification to this Agreement will be valid unless set forth in writing and formally approved by authorized representatives of both parties. To the extent that there are any conflicts or inconsistencies between this Agreement and any Client-entered third-party government purchasing agreement (**"Purchasing Vehicle"**), the provisions of the Purchasing Vehicle shall govern and control.

No change order, notice, direction, authorization, notification, or request (each a **"Change Order"**) will be binding upon Client or MCCI, nor will such Change Order be the basis for any claim for additional compensation by MCCI, until Client and MCCI have both signed such Change Order, or a new Order, as appropriate.

Each MCCI Affiliate will only be liable for those obligations expressly set forth in the applicable Order to which it is a party. In no event will a MCCI Affiliate be liable for any of the obligations or liabilities of any other MCCI Affiliate pursuant to this Agreement.

2. Fees

Client shall pay to MCCI the fees and other compensation set forth in each Order. By executing the applicable Order, Client acknowledges their pre-approval for any Order Expenses, defined below, quoted, and will reimburse MCCI for all reasonable out-of-pocket travel, living and other ancillary expenses paid or incurred by MCCI in connection with the Services (**"Order Expenses"**). If relevant, and provided to MCCI, MCCI will make commercially reasonable efforts to conform to Client's expense policy. If a dispute occurs regarding MCCI's invoicing of Order Expenses not in conformity with Client's expense policy and greater than five (5) percent of a specific invoice, such dispute will be subject to investigation and correction; otherwise, Client agrees to reimburse MCCI for the full amount of expenses invoiced. The Client acknowledges that it may incur expenses due to circumstances such as non-refundable items (e.g., airline tickets, training/install charges, hotel reservations, rental cars, and the like), in the event that (i) Client cancels or reschedules performance, after MCCI has made the applicable arrangements; or (ii) if Client is not prepared upon MCCI's arrival, which results in cancellation, delays, and/or the need to reperform any Deliverables.

Client acknowledges that the price of the license and/or subscription for the use of a third-party licensed product is subject to increases during the term of the license and/or subscription or at the time of renewal. If MCCI is reselling a license and/or subscription of a third-party product to Client, then MCCI will provide Client at least 15 days prior to written notice (an email will be sufficient) of an increase in the price of the license and/or subscription. If Client does not agree to pay such increase in the license and/or subscription, Client must provide written notice to MCCI within 15 days of the date of the notice of such increase. Upon receipt of such notice, MCCI will cancel Client's license and/or subscription to the third-party licensed product.

3. Invoicing and Payment

Unless otherwise stated in an Order, MCCI will invoice Client for all fees, charges and reimbursable expenses on a monthly basis and upon completion of each Order.

Client agrees to pay all undisputed invoices and undisputed portions of a disputed invoice in accordance with the Texas Prompt Payment Act in section 15(v).

To the extent that Client is not exempt and/or has not communicated its tax status to MCCI, Client further agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to MCCI under this Agreement or any other Agreement between the Parties, exclusive

of taxes based on MCCI's net income or net worth. Client understands and accepts that any pricing set forth in an Order does not include such taxes.

All recurring software maintenance support, subscriptions and/or other service packages (**"Recurring Services"**) will automatically renew unless Client has

(a) terminated the Agreement and/or applicable Order, per Section 4;
(b) provided sixty (60) days written notice prior to the scheduled renewal date of the Recurring Services; or
(c) not paid in full the renewal invoice by the renewal service period start date, but may be reinstated if/when the Client pays the renewal invoice in full (including any applicable reinstatement fees)

Once payment has been received, no refunds for Recurring Services are available.

4. Term, Termination, and Cancellation

This Agreement will commence on the Effective Date and will be effective for the longer of (i) a one (1) year period or (ii) the term of the original Order and will renew automatically for one (1) year periods and continue in full force and effect, unless terminated by either Party as set forth below. Termination of this Agreement or any Order hereunder may occur upon any of the following:

(a) Thirty (30) days after a Party's receipt of written notice from the other Party that this Agreement or the Services, in whole or in part under an Order, shall be terminated; or
(b) Thirty (30) days after a Party notifies the other in writing that they are in breach or default of this Agreement, unless the breaching Party cures such breach or default within such thirty (30) day period; or
(c) Fifteen (15) days after the filing of a petition in bankruptcy by or against either Party, any insolvency of a Party, any appointment of a receiver for such Party, or any assignment for the benefit of such Party's creditors (a **"Bankruptcy Event"**), unless such Party cures such Bankruptcy Event within the fifteen (15) day period; or
(d) If Client is a city, county, or other government entity the following applies: If Client's governing body fails to appropriate sufficient funds to make payments due and to become due during Client's next fiscal period, Client may, subject to the terms herein, terminate the applicable Order as of the last day of the fiscal period for which appropriations were received (each an **"Event of Non-appropriation"**). Client agrees to deliver notice of an Event of Non-appropriation to MCCI at least 30 days prior to the end of Client's then-current fiscal period, or if an Event of Non-appropriation has not occurred by that date, promptly upon the occurrence of any such Event of Non-appropriation. If this Agreement is terminated following an Event of Non-appropriation, Client agrees (but only to the extent permitted by applicable law) that, for a period of one (1) year from the effective date of such termination, Client shall not purchase or otherwise acquire any technology performing functions similar to those performed by the Recurring Services from a third party.

In all events, Client shall be liable for full payment for Services and/or Deliverables and reimbursement of MCCI's expenses incurred through the effective date of termination. If Client cancels or suspends an Order, pursuant to this Agreement and only if allowed hereunder, between completed milestones, MCCI will invoice Client for a pro-rated share of the completed portion of each milestone(s) for Deliverables performed through the date of such termination or delay. If Services are resumed or Deliverables continued, MCCI will recommence invoicing per the applicable Order.

5. Working Arrangements

All Services shall be performed remotely, unless otherwise agreed to by the Parties. If Services are to be performed on Client's premises, Client shall provide the following to MCCI Personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary software, hardware and documentation; (iii) timely assistance in the acquisition, or correction of any hardware or software problems that would affect the performance of Services and/or delivery of a Deliverable; and (iv) any other items set forth in the applicable Order.

Client will ensure that all Client's personnel, vendors, and/or subcontractors who may be necessary or appropriate for the successful performance of the Services and/or delivery of a Deliverable will, on reasonable notice: (i) be available to assist MCCI Personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under an Order; and (iii) be available to assist MCCI with any other activities or tasks required to complete the Services in accordance with the Order.

6. MCCI Personnel

Neither MCCI nor its Personnel (defined below) are or shall be deemed to be employees of Client but instead are independent contractors to Client. MCCI shall be responsible for the compensation of its Personnel, in addition to any applicable employment taxes, workmen's compensation and any other taxes, insurance or provisions associated with the engagement of such Personnel.

In addition, MCCI shall be responsible for all acts or omissions of its Personnel. MCCI will not discriminate in the referral or hiring of MCCI Personnel on the bases of race, religion, sexual orientation, color, sex, age, national origin, disability that does not affect the ability for an individual to perform his or her job, or other protected categories as required by applicable state, federal, and local laws.

MCCI may utilize independent subcontractors in satisfying its obligations under this Agreement (collectively with MCCI employees **"Personnel"**). MCCI remains responsible for all acts and omissions of all Personnel.

Upon receipt of notice from Client that any MCCI Personnel is not suitable, MCCI shall remove such person from the performance of Services and will provide a qualified replacement as quickly as reasonably possible.

Unless a particular MCCI Personnel member has been identified as a key resource to the relevant Order, MCCI at its sole discretion may reassign, if and as necessary, other appropriately qualified MCCI Personnel to the relevant Order as long as such assignment will not affect MCCI's fee for the Services defined or ability to satisfy its Deliverables.

Neither Party is a legal representative of the other nor does a Party have the authority, either express or implied, to bind or obligate the other in any way.

7. Non-Solicitation

To the extent permitted by law, during the term of this Agreement and for a period of twelve (12) months thereafter, neither Party shall knowingly (i) induce or attempt to induce any then-current employee or independent contractor of the other Party to terminate his or her employment or other relationship with the non-soliciting Party or (ii) solicit or hire any former employee or independent contractor that had been employed or engaged by the non-soliciting Party during the previous twelve (12) months. Notwithstanding the foregoing, either Party may solicit for employment, offer employment to, employ, or engage as a consultant or advisor, any of the other Party's personnel who: (i) had no previous direct contact with the soliciting Party's personnel in connection with, and during the performance of, the Services hereunder, or (ii) have responded to a general, publicly-available advertisement for employment by the hiring Party (including its Affiliates), or (iii) make unsolicited approaches or inquiries to such Party (including its Affiliates) regarding employment opportunities. ~~The current engaging Party, in its sole discretion, may waive this provision in writing for an individual. In consideration for such waiver, the soliciting Party agrees to pay a placement fee equal to fifty (50) percent of such person's new total annual compensation. This placement fee shall be due immediately upon such person's commencement of services.~~

8. Confidential Information

The Parties acknowledge that in the course of MCCI providing Services for Client hereunder, each may receive Confidential Information (as defined below) of the other Party. Any and all Confidential Information in any form or media obtained by a Recipient (defined below) shall be held in confidence and shall not be copied, reproduced, or disclosed to third parties for any purpose whatsoever except as necessary in connection with the performance hereunder. Each Recipient further acknowledges that it shall not use such Confidential Information for any purposes other than in connection with the activities contemplated by this Agreement. All consultants assigned by MCCI to Client will sign appropriate forms of confidentiality agreements on or prior to their start date.

"Confidential Information" means any and all confidential information of a Party disclosed to the other Party, including, but not limited to, research, development, proprietary software, technical information, techniques, know-how, trade secrets, processes, clients, employees, consultants, pricing information and financial and business information, plans and systems. Confidential Information shall not include information which: (i) was known to the Party receiving the information (the **"Recipient"**) prior to the time of disclosure by the other Party (the **"Disclosing Party"**); (ii) at the time of disclosure is generally available to the public or after disclosure becomes generally available to the public through no breach of this Agreement or other wrongful act by the Recipient; (iii) was lawfully received by Recipient from a third party without any obligation of confidentiality; or (iv) is required to be disclosed by law or order of a court of competent jurisdiction or regulatory authority.

The obligations set forth in this Section shall survive termination of this Agreement for a period of three (3) years thereafter.

9. Intellectual Property

Unless otherwise specified in any Order, or subject to a third-party license agreement, title to all materials, products software, Services, and/or Deliverables, including, but not limited to, reports, designs, programs, specifications, documentation, manuals, visual aids, and any other materials developed and/or prepared for Client by MCCI under any Order (whether or not such Order is completed) (**"Works"**), and all interest therein shall vest in Client and shall be deemed to be a work made for hire and made in the course of the Services rendered hereunder. MCCI shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use, sell, modify, distribute, and create derivative works based upon any of the foregoing Works in its information technology professional services business, provided that in so doing MCCI shall not use or disclose any Client Confidential Information or Deliverables unique to Client. To the extent that title to any such Works may not, by operation of law, vest in Client or such Works may not be considered works made for hire, all rights, title and interest therein are hereby irrevocably assigned to Client. All such Works shall belong exclusively to Client, except as set forth herein, with Client having the right to obtain and to hold in its own name, copyrights, registrations, or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. MCCI agrees to give Client and any person designated by Client, reasonable assistance, at Client's expense, required to perfect the rights defined in this Section 9. Unless otherwise requested by Client, upon the completion of the Services to be performed under each Order or upon the earlier termination of such Order, MCCI shall promptly turn over to Client all Works and Deliverables developed pursuant to such Order, including, but not limited to, working papers, narrative descriptions, reports, and data.

Notwithstanding the foregoing, the following shall not constitute the property of Client: (i) MCCI software, including but not limited to any proprietary code (source and object), or that which is subject to third-party license agreements with MCCI; (ii) those portions of the Deliverables which include information in the public domain or which are generic ideas, concepts, know-how and techniques within the computer design, support and consulting business generally; and (iii) those portions of the Deliverables which contain the computer consulting knowledge, techniques, tools, routines and sub-routines, utilities, know-how, methodologies and information

which MCCI had prior to or acquired during the performance of its Services for Client and which do not contain any Confidential Information of Client conveyed to MCCI. Should MCCI, in performing any Services hereunder, use any computer program, code, or other materials developed by it independently of the Services provided hereunder (**"Pre-existing Work"**), MCCI shall retain any and all rights in such Pre-existing Work. MCCI hereby grants Client a paid up, world-wide, non-exclusive license to use and reproduce the Pre-existing Work for its internal business needs.

Client understands and agrees that MCCI may perform similar services for third Parties using the same Personnel that MCCI may use for rendering Services for Client hereunder, subject to MCCI's obligations respecting Client's Confidential Information pursuant to Section 8.

10. Data Privacy

In the event that MCCI, in the course of providing Services to Client, receives, stores, maintains, processes or otherwise has access to **"Personal Information"** (as defined by the State Data Protection Laws (defined below) and/or European Union Directives, and including, but not limited to, an individual's name and social security number, driver's license number or financial number) then MCCI shall safeguard this information in accordance with these laws. MCCI may disclose Personal Information for business purposes only on a need-to-know basis and only to (i) MCCI Personnel, (ii) any third-party service providers that have agreed to safeguard Personal Information in a like manner as MCCI safeguards such information, and (iii) with other entities authorized to have access to such information under applicable law or regulation. MCCI may disclose Personal Information when necessary to protect its rights and property, to enforce its terms of use and legal agreements, as required or permitted by law, or at the request of law enforcement authorities and the courts, and pursuant to a subpoena. MCCI shall have no duty to notify Client of such compliance with law. MCCI takes reasonable and appropriate measures to maintain the confidentiality and security of Personal Information and to prevent its unauthorized use or disclosure. To the extent that MCCI experiences a Security Breach as defined under the applicable State Data Protection Laws for information generated in connection with this Agreement or any Order hereto, MCCI shall notify Client in writing within five (5) business days of confirming the same.

11. Warranty

(a) Services Warranty.

MCCI warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the subject matter for the Order, in a professional, competent, and workman-like manner.

MCCI's delivery of a Deliverable to Client shall constitute a representation by MCCI that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCI's submission to give written notice to MCCI specifying the deficiencies in reasonable detail. MCCI shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCI shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCI DOES NOT WARRANT THAT THE SERVICES OR DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, PROVIDED THAT MCCI SHALL REMAIN OBLIGATED PURSUANT TO THIS SECTION 11. IF THE SERVICES FAIL TO CONFORM TO THE FOREGOING WARRANTY IN ANY MATERIAL RESPECT OR TO THE SPECIFICATION SET FORTH IN AN ORDER, CLIENT'S INITIAL REMEDY WILL BE FOR MCCI, AT ITS EXPENSE, TO PROMPTLY USE COMMERCIALLY REASONABLE EFFORTS TO CURE OR CORRECT SUCH FAILURE. UPON FAILURE OF THE FOREGOING, CLIENT'S REMEDIES, AND MCCI'S ENTIRE LIABILITY, AS A RESULT OF SUCH FAILURE, SHALL BE SUBJECT TO THE LIMITATIONS SET FORTH IN SECTION 12 BELOW. THE FOREGOING WARRANTY IS EXPRESSLY CONDITIONED UPON (I) CLIENT PROVIDING MCCI WITH PROMPT WRITTEN NOTICE OF ANY CLAIM THEREUNDER PRIOR TO THE EXPIRATION THEREOF, WHICH NOTICE MUST IDENTIFY WITH PARTICULARITY THE NON-CONFORMITY; (II) CLIENT'S FULL COOPERATION WITH MCCI IN ALL REASONABLE RESPECTS RELATING THERETO, INCLUDING, IN THE CASE OF MODIFIED SOFTWARE, ASSISTING MCCI TO LOCATE AND REPRODUCE THE NON-CONFORMITY; AND (III) WITH RESPECT TO ANY DELIVERABLE, THE ABSENCE OF ANY ALTERATION OR OTHER MODIFICATION OF SUCH DELIVERABLE BY ANY PERSON OR ENTITY OTHER THAN MCCI. MCCI ALSO DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS PROCURED ON BEHALF OF CLIENT. IF THERE ARE ANY PRODUCT WARRANTIES PROVIDED BY THE MANUFACTURER OF THE PRODUCT, ANY REMEDY SHOULD BE REQUESTED DIRECTLY FROM MANUFACTURER AND MCCI HAS NO LIABILITY ASSOCIATED THEREWITH.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 11, MCCI DOES NOT MAKE OR GIVE ANY REPRESENTATION OR WARRANTY, WHETHER SUCH REPRESENTATION OR WARRANTY BE EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY REPRESENTATION OR WARRANTY FROM COURSE OF DEALING OR USAGE OF TRADE.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCI's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCI), Client shall pay MCCI for all costs incurred for all evaluation, correction or other services performed by MCCI relating to such claim on a time and materials basis at MCCI's then-standard rates.

(b) General Warranty.

MCCI shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including

but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCI agrees that Client may be a publicly traded company and MCCI shall instruct MCCI Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, **"State Data Protection Laws"**), and (v) MCCI also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

12. Indemnification and Limitation of Liability

Each Party (**"Indemnifying Party"**) shall indemnify, defend, and hold the other harmless against any loss, damage, or costs (including reasonable attorneys' fees) in connection with third party claims, demands, suits, or proceedings (**"Claims"**) to the extent caused by the Indemnifying Party.

(a) MCCI Indemnification.

MCCI shall defend, indemnify, and hold Client harmless against Claims made or brought against Client for bodily injury or personal property damage arising out of the Indemnifying Party's performance within the scope of its responsibilities under this Agreement or by a third party alleging that the use of any Deliverable as provided to Client under this Agreement or any Order hereto and used in accordance with this Agreement and relevant documentation, infringes any third party's intellectual property rights. Notwithstanding the foregoing, MCCI shall not be required to indemnify Client to the extent the alleged infringement: (i) is based on information or requirements furnished by Client, (ii) is the result of a modification made by an entity other than MCCI, or (iii) arises from use of a Deliverable in combination with any other product or service not provided or approved in writing by MCCI. If Client is enjoined from using the Deliverable or MCCI reasonably believes that Client will be enjoined, MCCI shall have the right, at its sole option, to obtain for Client the right to continue use of the Deliverable or to replace or modify the same so that it is no longer infringing. If neither of the foregoing options is reasonably available to MCCI, then this Agreement may be terminated at either Party's option, and MCCI's sole liability shall be subject to the limitation of liability provided in this Section.

(b) Client Indemnification.

If the Services require MCCI to access or use any third-party products provided or used by Client, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCI to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCI and to indemnify, hold harmless and defend MCCI from and against any Claims to the extent arising from MCCI's access to or use of such third-party products. Should MCCI provide third-party licensed software hereunder, Client will indemnify, defend, and hold MCCI harmless for the breach by Client or any entity for whom Client provides access the same, for any breach of such third-party terms of use, including, without limitation, a licensor's end user license agreement, acceptable use policy, and the like.

IF CLIENT IS A CITY, COUNTY, OR OTHER GOVERNMENT ENTITY AND SUCH ENTITIES GOVERNING BODY PROHIBITS INDEMNIFICATION, THEN CLIENT'S INDEMNIFICATION OBLIGATIONS SHALL BE REDUCED TO REFLECT THE LIMITATIONS THAT ARE LEGALLY BINDING ON CLIENT.

(c) Indemnification Procedure.

Each Indemnified Party shall give the Indemnifying Party (i) prompt written notice of the Claim; (ii) sole control of the defense and settlement of the Claim (provided that the Indemnifying Party may not settle any Claim unless it unconditionally releases the Indemnified Party of all liability and does not otherwise negatively impact the Indemnified Party's rights, including, without limitation, those in its intellectual property); and (iii) at Indemnifying Party's cost, all reasonable assistance.

(d) Limitation of Liability.

(i) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST REVENUES, PROFITS, SAVINGS OR BUSINESS) OR LOSS OF RECORDS OR DATA, WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO SUCH PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SUCH PARTY, AND WHETHER IN AN ACTION BASED ON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE. EXCEPT FOR A PARTY'S PAYMENT AND INDEMNIFICATION OBLIGATIONS, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS, LOSSES, OR OTHER LIABILITY ARISING OUT OF, OR CONNECTED WITH, THIS AGREEMENT, THE SERVICES, DELIVERABLES, AND/OR SOFTWARE PROVIDED HEREUNDER OR CLIENT'S USE OF ANY SUCH SERVICES, DELIVERABLES, AND/OR SOFTWARE, AND WHETHER BASED UPON CONTRACT, WARRANTY, STRICT LIABILITY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR OTHERWISE, SHALL IN NO CASE EXCEED THE AGGREGATE AMOUNTS PAID TO MCCI BY CLIENT UNDER THE APPLICABLE ORDER, GIVING RISE TO SUCH CLAIM DURING THE LAST SIX (6) MONTHS.

(ii) NOTWITHSTANDING SECTION 12(d) MCCI'S LIABILITY FOR CLAIMS INVOLVING ITS INDEMNIFICATION OBLIGATIONS SHALL BE LIMITED TO $500,000.

EACH PARTY'S ENTIRE LIABILITY AND CLIENT'S REMEDIES UNDER THIS AGREEMENT SHALL BE SUBJECT TO THE LIMITATIONS CONTAINED IN THIS SECTION 12. THE LIMITATIONS ON WARRANTY AND LIABILITY SPECIFIED IN SECTIONS 11 AND 12 HEREOF WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

The Parties acknowledge that the limitation of warranties and liabilities as set out in this Agreement are an essential basis of this Agreement and that the prices agreed to be paid by Client for Services reflect these limitations.

13. Insurance

During the term of this Agreement, MCCI shall carry, at its sole expense, insurance coverage to include at a minimum the following:

- Workers Compensation: State statutory limits and $1,000,000 employers' liability
- Comprehensive General Liability: $2,000,000 per occurrence and $4,000,000 in the aggregate
- Professional Liability and Errors & Omissions: $1,000,000 per occurrence and $3,000,000 in the aggregate
- Cyber and Technical Errors and Omissions: $3,000,000 in the aggregate

MCCI, at Client's request, will name Client as an additional insured under the Comprehensive General Liability policy. MCCI represents that Client is automatically included as an additional insured under the Errors and Omissions and Cyber and Technical Errors and Omissions policies for vicarious liability, but no modified certificate of insurance will be provided.

14. Notices

All notices, demands, and other communications required or permitted hereunder or in connection herewith shall be in writing and shall be deemed to have been duly given if delivered (including by receipt verified electronic transmission) or five (5) business days after mailed in the Continental United States by first class mail, postage prepaid, to a Party at the following address, or to such other address as such Party may hereafter specify by notice:

If to MCCI	If to Client:
MCCI, LLC	Williamson County
3717 Apalachee Parkway	301 SE Innerloop, Suite 105
Suite 201	Georgetown, TX 78626
Tallahassee, FL 32311	Attn: Tammy McCulley
Attn: Legal Department	Email: tmcculley@wilco.org
Email: legal@mccinnovations.com	

15. Miscellaneous

(a) Third-Party EULA Provisions.

Client acknowledges that they are responsible for adhering to any third-party End User License Agreements, acceptable use policies, and/or terms and conditions or similar requirements (**"EULA"**), whether supplied by MCCI as a convenience or not, for any products procured on behalf of Client by MCCI.

(b) Use of Open-Source Code.

Except as disclosed in the Order, MCCI does not distribute nor otherwise use any open-source or similar software in a manner that would obligate MCCI to disclose, license, make available or distribute any of its material proprietary source code as a condition of such use. For purposes of this Agreement, **"Open Source"** shall mean any software or other intellectual Property that is distributed or made available as "open-source software" or "free software" or is otherwise publicly distributed or made generally available in source code or equivalent form under terms that permit modification and redistribution of such software or intellectual Property. Open Source includes, but may not be limited to, software that is licensed under the GNU General Public License, GNU Lesser General Public License, Mozilla License, Common Public License, Apache License, or BSD License, as well as all other similar "public" licenses.

(c) Client Software Customizations.

Client may choose to customize their software internally without MCCI's help. MCCI is not responsible for any damages caused by Client's customization of the software. MCCI will not be held responsible for correcting any problems that may occur from these customizations.

(d) MCCI Software Configuration Services.

Client may elect to contract with MCCI to configure Client's software. In these situations, Client acknowledges they are responsible for testing all software configurations and as such, waives any and all liability to MCCI for any damages that could be related to these software configurations.

(e) Compliance with Laws.

To the extent applicable to the Parties each Party shall comply with and give all notices required by all applicable federal, state, and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on use of the Services, Deliverables and/or software and the performance of this Agreement.

(f) Equal Opportunity.

To the extent applicable to the Parties each shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), and the posting requirements of 29 CFR Part 471, appendix A to subpart A, if applicable. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin.

(g) Excluded Parties List.

To the extent required by law and applicable to Client, MCCI agrees to promptly report to Client if an employee or contractor is listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded health care programs.

(h) Force Majeure.

If either of the Parties hereto are delayed or prevented from fulfilling any of its obligations under this Agreement by force majeure, said Parties shall not be liable under this Agreement for said delay or failure. **"Force Majeure"** means any cause beyond the reasonable control of a Party including, but not limited to, an act of God, an act or omission of civil or military authorities of a state or nation, epidemic, pandemic, fire, strike, flood, riot, war, delay of transportation, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

(i) Audit Rights.

With reasonable notice and at a convenient location, Client will have the right to audit MCCI's records to verify the accuracy of invoicing to Client.

Right to Audit: MCCI agrees that the client or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and

records of MCCI which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. MCCI agrees that the client shall have access during normal working hours to all necessary MCCI's facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The client shall give MCCI reasonable advance notice of intended audits.

In addition, should any of Client's regulators legally require access to audit the Services, MCCI will, to the extent legally required by such regulators, provide access for the same. All results of such audits shall be MCCI Confidential Information.

Client shall bear all costs associated with audits.

(j) Assignment.

Neither Party may assign or otherwise transfer any of its rights, duties, or obligations under this Agreement without the prior written consent of the other Party. Either Party, however, without any requirement for prior consent by the other, may assign this Agreement and its rights hereunder to any entity who succeeds (by purchase, merger, operation of law or otherwise) to all or substantially all of the capital stock, assets, or business of such Party, if the succeeding entity agrees in writing to assume and be bound by all of the obligations of such Party under this Agreement. This Agreement shall be binding upon and accrue to the benefit of the Parties hereto and their respective successors and permitted assignees.

(k) Modification.

This Agreement may be modified only by a written amendment executed by duly authorized officers or representatives of both Parties.

(l) Provisions Severable.

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such provision shall be severed from this Agreement and the remaining provisions will continue in full force.

(m) Dispute Resolution.

Should a dispute arise between MCCI and Client involving their respective responsibilities, limitations, or the working relations between the Parties under this Agreement or any Order, then the Parties will make reasonable efforts to amicably resolve the dispute. Prior to entering arbitration as set forth below, the Parties agree that any dispute will initially be referred to their senior management for resolution within ten (10) business days of receipt of notice specifying and asking for the intervention of the Parties' superiors. If the dispute is still unresolved after such ten (10) business day period, the Parties agree, at the written request of either Party, to submit the dispute to a single arbitrator for resolution by binding arbitration under the rules of the American Arbitration Association, and that any award of the arbitrator shall be enforceable under any court having jurisdiction thereof. In any such action, the Parties will bear their own costs and will share equally in the costs and fees assessed by the American Arbitration Association for its services.

(n) Interpretation.

The descriptive headings of this Agreement and of any Order under this Agreement are for convenience only and shall not affect the construction or interpretation of this Agreement. As used herein, "include" and its derivatives (including, "e.g.") shall be deemed to mean "including but not limited to." Each Party acknowledges that this Agreement has been the subject of active and complete negotiations, and that this Agreement should not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisers participated in the preparation of this Agreement.

(o) Publicity.

MCCI may use the name of Client, the existence of this Agreement and the nature of the associated services provided herein for marketing purposes, except that such use shall not include any Client Confidential Information as defined in Section 8 of this Agreement.

(p) Entire Agreement.

This Agreement and all Order(s) attached hereto constitute the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, oral or written, and all other prior or contemporaneous communications between the Parties relating to the subject matter herein.

(q) Counterparts.

This Agreement may be executed in several counterparts, each of which will be deemed an original, and all of which taken together will constitute one single agreement between the Parties with the same effect as if all the signatures were upon the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the Parties and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

(r) Governing Law.

This Agreement, any claim dispute or controversy hereunder (a **"Dispute"**) will be governed by the laws of the State of Texas, in all cases without regard to its conflicts of law. The UN Convention for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. In any Dispute, each Party will bear its own attorneys' fees and costs and expressly waives any statutory right to attorneys' fees.

(s) Bench Trial.

The Parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute.

(t) No Class Actions.

NEITHER PARTY SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST EACH OTHER, SUCH PARTY'S PROVIDERS, AND/OR CLIENTS, OR PURSUE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(u) Limitation Period.
Neither Party shall be liable for any claim brought more than two (2) years after the cause of action for such claim first arose.

(v) Texas Prompt Payment Act Compliance:
Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by 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 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.

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

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

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

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

(Remainder of Page Intentionally Left Blank; Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

MCCi, LLC

Signed: E-SIGNED by Victor D'Aurio on 2023-12-04 13:05:51 GMT

Name: Victor D'Aurio

Title: Chief Operating Officer

Date: December 04, 2023

WILLIAMSON COUNTY ("Client")

Signed: Bill Gravell (Dec 13, 2023 08:34 CST)

Name: Bill Gravell

Title: County Judge

Date: Dec 13, 2023

301 SE INNERLOOP, SUITE 105
GEORGETOWN, TX 78626

ADDENDUM NO. 1 TO MASTER SERVICES AGREEMENT NO. 20912

INITIAL MCCi CONSULTING SERVICES ORDER

Pursuant to Master Services Agreement No. 20912 ("**Agreement**"):

This Initial MCCi Consulting Services Order, designated as Addendum No. 1, is entered into as of Dec 13, 2023, ("**Addendum Effective Date**"), by and between MCCi and Client and is hereby incorporated into the Agreement and made a part thereof. If there is any conflict between a provision of the Agreement and this Addendum, the Agreement will control. Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Order supersedes any previous quote or proposals received. Use of pre-printed forms, including, but not limited to, email, purchase orders, shrink-wrap or click-wrap agreements, acknowledgements, or invoices, is for convenience only, and all unilaterally issued and/or pre-printed terms and conditions stated thereon, except as specifically set forth in this Order, are void and of no effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum No. 1 to be executed by their respective duly authorized representatives as of the Addendum Effective Date.

MCCi, LLC

Signed: E-SIGNED by Victor D'Aurio on 2023-12-04 13:05:46 GMT

Name: Victor D'Aurio

Title: Chief Operating Officer

Date: December 04, 2023

WILLIAMSON COUNTY ("Client")

Signed: Bill Gravell (Dec 13, 2023 08:34 CST)

Name: Bill Gravell

Title: County Judge

Date: Dec 13, 2023

RATE CARD

If the accumulation of Task Order(s) exceeds the fee quote in the corresponding order or the effort incurred on an individual Task Order exceeds its allocated funding, MCCi will require written confirmation that additional funding has been approved prior to proceeding.

PRICING

Rate Card			
Role	**Unit**	**List Price**	**BuyBoard #625-20 with SLA Rate**
MCCi Consulting Services			
Project Manager, Certified	Per Hour	$285.00	$256.50
Project Manager	Per Hour	$225.00	$202.50
Systems Engineer	Per Hour	$225.00	$202.50
Business Analyst	Per Hour	$225.00	$202.50
Trainer	Per Hour	$225.00	$202.50
Records Manager, Certified	Per Hour	$225.00	$202.50
Solutions Architect	Per Hour	$285.00	$256.50
Senior Solutions Architect	Per Hour	$325.00	$292.50
Developer	Per Hour	$300.00	$270.00
Weekend/After Hours Premium *(If Laserfiche Support Team is utilized during the Reservation period, an additional $250.00 per hour will be applied.)*	Per 4 Hour Reservation	$500.00	$450.00
Weekend/After Hours Premium Hourly Rate	Per Hour	Role Rate x 1.5	Role Rate x 1.5
Not To Exceed Total			**$50,000.00**

BILLING SCHEDULE

All Services will be billed monthly for work completed during the previous month at the rates defined in the Rate Card above. **ANY TIME OR DOLLAR ESTIMATES GIVEN ON A TIME AND MATERIALS PROJECT ARE STRICTLY ESTIMATES.** Client is responsible for all hours worked by MCCI.

OVERVIEW

This Consulting Services Agreement (including its appendices hereto, the "MCS") is subject to Client's Master Legal Agreement with MCCi and will serve as an Exhibit to the Order. If there is any conflict or inconsistency between the provisions of this MCS and the Master Legal Agreement, the definition within the Master Legal Agreement shall apply unless the discrepancy is specifically called out within this MCS at which time the term of this MCS shall control solely with respect to such conflict or inconsistency. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Master Legal Agreement. In consideration of the foregoing and of the mutual covenants and promises set forth herein, MCCi and Client agree as follows:

SERVICES PROVIDED

Client is requesting ongoing consulting services to assist them with their business process automation goals through a flexible staffing arrangement, enabling Client to move forward with projects related to MCCi-implemented solutions. MCCi's consulting services are designed to be highly collaborative and effectively extend Client's team.

The types of assistance may include:

1. Project & Program Management
2. Business Process Requirements Gathering and Task Order drafting
3. Recurring Status and Strategy Meetings
4. Configuration of Client-Owned Solution Components
5. Training on Solution Components and/or configured Business Processes
6. Integration/Developer Assistance

SERVICE PERIOD

Begins on 11/04/2023 and expires on 09/30/2024 (the "Service Period"). All work will be stopped on any open Appendix(s) upon the expiration of the Service Period. Additionally, no new work will be initiated after the expiration of the Service Period, even if uncommitted funding remains on this MCS. To continue work past the expiration of the Service Period, either a Change Order or a new MCS is required.

ASSUMPTIONS

The following assumptions serve as the basis for this MCS. Any service or activity not described in this MCS is not included in the scope of services to be provided. Variations to the following may impact the MCS cost and/or schedule justifying a change order.

SERVICES

MCCi's services under this MCS and its corresponding appendix(s) are the time worked by our personnel assigned to the Task Order described in the respective appendix to augment Client's staff and all work products developed as a result of the work being performed ("Services"). MCCi will be working under the day-to-day direction of Client's Project Manager who will work with MCCi's Project Manager to coordinate worker's utilization (where and how they work) for the duration of the engagement. Client will also be responsible for the accuracy and approval of Task Orders.

DELIVERABLE ACCEPTANCE CRITERIA

- Client shall have the right to conduct any review of the Services.
- If Client, in its reasonable discretion, determines that any Services does not meet the agreed upon expectations, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail.
- **Notwithstanding the foregoing, if Client fails to reject any Service within five (5) business days, such Services shall be deemed accepted.**

ASSIGNMENT OF WORK

- Task Order 01-Program Management and Consulting: Client acknowledges that (i) at times it needs the assistance of MCCi to scope out certain tasks, to perform general staffing services, or assist in the preparation of more detailed project plans, (ii) at times it requests or requires recurring status updates and/or meetings, and (iii) such work performed by MCCi personnel will be considered billable Services. These Services will be billed under a generic Task Order referenced as "Task Order 01-Program Management and Consulting" per the Rate Card.
- Task Order(s): Additional Task Orders to be incorporated into the MCS will include a description of the Services to be performed, an estimated timeline, the roles identified to perform the Services and an allocation of the funding available within the MCS.

GENERAL

- If either party identifies a business issue during the performance of Services, MCCi and Client must jointly establish a plan to resolve the issues with potential impact analysis of timeline and budget within five (5) business days of identification.
- Any necessary business decision resulting from the identified business issues must be made by Client within five (5) business days from request.
- Client is responsible to ensure that adequate hardware/infrastructure is in place and capable of handling the extra resources that may be required by the Services.
- Client is responsible for ensuring that the required software licensing is available.
- If the Services require MCCi to access or use any third party software products provided or used, Client warrants that it shall have all rights and licenses of third parties necessary or appropriate for MCCi to access or use such third party products and agrees to produce evidence of such rights and licenses upon the reasonable request of MCCi and to indemnify, hold harmless and defend MCCi from and against any claims, actions, demands,

lawsuits, damages, liabilities, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) to the extent arising from MCCi's access to or use of such third party products.

- Through the course of this project, MCCI may choose to utilize the third-party service Asana (http://www.asana.com) for project management and team collaboration. Documentation and correspondence exchanged between MCCI and Client may be stored in Asana.
- Client will ensure that all Client's personnel who may be necessary or appropriate for the successful performance of the Services will, on reasonable notice: (i) be available to assist MCCi' personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures in a timely manner; (ii) participate in the Services as reasonably necessary for performance under this MCS; and (iii) be available to assist MCCI with any other activities or tasks required to complete the Services in accordance with this MCS.
- Client shall provide the following to MCCI personnel: (i) a suitable and adequate work environment, including space for work and equipment for performance of the Services; (ii) access to and use of Client's facilities and relevant information, including all necessary security access, software, hardware, and documentation; and (iii) timely assistance in the correction of any hardware or software problems that would affect the performance of Services.
- Scheduling of MCCi's resources will be mutually agreed upon between MCCI and Client. MCCi will assign an MCCi Project Manager, who will be the primary contact for the Client and will be responsible for scheduling.
- Services may be performed remotely or onsite as agreed upon between MCCI and Client.
- Client is responsible for handling internal funding/purchase order requirements related to the MCS.

LIMITED LIABILITY

If the Master Agreement is silent on each Parties' limited liability, liability is limited to the amount of dollars received by MCCi directly associated with this Order.

TASK ORDER 01 TO ADDENDUM 1:
PROGRAM MANAGEMENT AND CONSULTING

This Task Order is incorporated by reference to the Consulting Services Agreement (the "MCS") by and between MCCi and Client.

Committed Funding: $10,000.00 will be committed against the MCS fee quote

Tasks to be performed by MCCi may include:

- Project & Program Management
- Business Process Requirements Gathering and Task Order drafting
- Recurring Status and Strategy Meetings
- Other consulting services

Period of Performance: Service Period as defined in the MCS

Point of Contact:

- Client project manager: TBD
- MCCi project manager TBD

At MCCi's sole discretion, if and as necessary, other Team Roles and/or appropriately qualified MCCi personnel may be assigned to this Task Order.

Acknowledgement:
Your signature represents approval to this Task Order.

MCCi, LLC "MCCi"

Signature E-SIGNED b ictor D'Aurio on 2[illegible]-05 18:52:03 GMT

Name Victor D'Aurio

Title Chief Operating Officer

Date MCCi, LLC

WILLIAMSON COUNTY "Client"

Signature Bill Gravell (Dec 13, 2023 08:34 CST)

Name Bill Gravell

Title County Judge

Date Dec 13, 2023

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:
2025-1298245

Date Filed:
04/21/2025

Date Acknowledged:
04/23/2025

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

MCCI,LLC
TALLAHASSEE, FL 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.

2025214
Laserfiche

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
CPC MCCi Holding, LLC,	Tallahassee, FL 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

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:
2025-1298245

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MCCI,LLC
TALLAHASSEE, FL 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.
2025214
Laserfiche

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
CPC MCCi Holding, LLC,	Tallahassee, FL 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 _____ _____, _____, _____, _____ _____, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Santa Cruz County, State of Californina, on the 21 day of April (month), 20 25 (year).

E-SIGNED by Emery Jones
on 2025-04-21 16:00:39 GMT

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **16.**

Meeting Date: 05/06/2025

Approval of Service Agreement with A3 Communications dba Brycomm for Information Services

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 the Service Agreement #2025211 between Williamson County and A3 Communications dba BryComm for the Fiber Connection for public Wi-Fi project at the Municipal Court on Martin Luther King Jr. Street, Georgetown, Texas, in the amount of $7,045.22 and authorizing the execution of this agreement pursuant to DIR cooperative contract #DIR-CPO-4777. Grant 501P.

Background

This Service Agreement will benefit Williamson County and allow Brycomm to create a fiber connection for the public Wi-Fi Project between Williamson County and the City of Georgetown. The project address is 498 Martin Luther King Jr. St, Georgetown, Texas. The funding source is Grant 501P Broadband Project. Origination #2550. The department's point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement and Quote

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/30/2025 10:43 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:21 PM
Form Started By: Sandra Malcolm		Started On: 04/15/2025 10:18 AM
Final Approval Date: 05/01/2025		

WILLIAMSON COUNTY
SERVICE AND GOODS CONTRACT

A3 Communications, Inc. DBA BryComm

[redacted]

Municipal Court Tie Fiber

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

THIS SERVICES CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **A3 Communications, Inc. DBA BryComm** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes public wifi between Williamson County and City of Georgetown as described in the attached **Proposal No. BC25-0358** being marked as **Exhibit "A,"** which is incorporated herein.

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

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

II.

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

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before October 31, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit "A"** and in accordance with COOP contract number DIR-CPO-4777. The not-to-exceed amount under this Agreement is **Seven Thousand Forty-Five Dollars and Twenty-Two Cents ($7,045.22)** for the life of this Contract.

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

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

V.

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

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

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

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

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

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

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

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

VI.

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

VII.

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

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

VIII.

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

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

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

A. As described in the attached Proposal No. BC25-0358, marked **Exhibit "A"**;
B. The cooperative purchasing contract (DIR-CPO-4777) incorporated by reference; and
C. Insurance certificates evidencing coverages required herein above.

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

XXIII.

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
Printed Name

Date: _____, 20____

A3 Communications, Inc. DBA BryComm:

Kevin Popejoy
Authorized Signature

Kevin Popejoy
Printed Name

Date: April 23, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Apr 25 2025 Time: 3:51 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Apr 25 2025 Time: 3:36 pm

Exhibit "A"
Proposal No. [redacted]

BRYCOMM
NETWORK CABLING | LIGHTING | A/V | SECURITY | OSP
1051 New Technology Blvd. Hutto, TX 78634
Phone: (512) 712-4008 Fax: (512) 712-4009

CUSTOMER	BRYCOMM REP
Williamson County Attn: Chris Ball Systems Engineer 737-900-5993 cball@wilco.org	Chris Gonzales Project Executive - OSP Office: 512-712-4008 Cell: 512-569-5309 chris.gonzales@brycomm.com

DATE	PROPOSAL NUMBER	DIR CONTRACT NUMBER
4/14/25	[redacted]	DIR-CPO-4777

PROJECT ADDRESS	PROJECT DESCRIPTION
498 Martin Luther King Jr st	Municipal court Tie Fiber

LABOR DESCRIPTION		QTY	UNIT OF MEASURE	LIST PRICE	ZONE 1 DISCOUNT	COST	TOTAL
ITEM #	LABOR						
MGMT SVCS SPM	Sr. Project Manager	15	hr.	$150.00	$0.30	105	$1,575.00
INSTALLOF FOC TT	Lead Technician	10	hr.	$160.71	$0.30	75.00	$750.00
HC-OSP-013	3man line crew	20	hr.	$135.71	$0.30	95.00	$1,899.94
HC-OSP-014	Bucket Truck Usage	10	hr.	$107.14	$0.30	75.00	$749.98
UC-OSP-103	Conduit Proofing	900	ft.	$0.65	$0.30	0.455	$409.50
UC-OSP-014	Place New Fiber Cable in Existing Conduit or DOM, 1-	900	ft.	$1.07	$0.30	0.749	$674.10
						LABOR SUB-TOTAL:	$6,058.52

MATERIAL DESCRIPTION		QTY	UNIT OF MEASURE	LIST PRICE	DISCOUNT	COST	TOTAL
ITEM #							
65	Elec Tape Pkg of 10 - General	1	pk	$15.00	22%	$11.70	$11.70
46	24 Strand SM Armored OSP SMF	1500	ft.	$0.66	20%	$0.53	$795.00
39	Mule Tape - General	1500	ft.	$0.15	22%	$0.12	$180.00
						MATERIAL SUB-TOTAL:	$986.70

Some or all of the items quoted may be subject to tariffs, duties, or other surcharges related to changes in trade policy, none of which are reflected in the attached quote, but which will be invoiced to and the responsibility of customer if applicable.	TOTAL: $7,045.22

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:
2025-1296182

Date Filed:
04/15/2025

Date Acknowledged:
04/25/2025

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

A3Communications dba BryComm
Hutto, 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.

A3Communications dba BryComm

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.

2025211
BryComm fiber connection for public Wi-Fi project between Wilcom and City of Georgetown

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
The Cook and Boardman Group, LLC	Winston-Salem, NC 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

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:
2025-1296182

Date Filed:
04/15/2025

Date Acknowledged:

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

A3Communications dba BryComm
Hutto, TX United States

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A3Communications dba BryComm

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.

2025211
BryComm fiber connection for public Wi-Fi project between Wilcom and City of Georgetown

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
The Cook and Boardman Group, LLC	Winston-Salem, NC United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kevin Popejoy, General Manager, and my date of birth is [redacted].

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

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

Executed in Willamson County, State of Texas, on the 15th day of April (month), 2025 (year).

Kevin Popejoy
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **17.**

Meeting Date: 05/06/2025

Approval of Service Agreement with Netsync Network Solution for Information Services

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 Contract #2025203 between Williamson County and Netsync Network Solutions, "Netsync" for the implementation of a Webex Contact Center and CUBE Gateway for the Helpdesk Project within the Information Services Department, for the total amount of $13,935.25, and authorizing the execution of this agreement pursuant to DIR Cooperative contract #DIR-CPO-5347.

Background

The approval of this agreement will benefit Williamson County by implementing a Webex Contact Center for the IT Helpdesk. This project will also set the foundation to expand the Webex Contact Center for other departments within Williason County. A dedicated Cisco Unified Border Element (CUBE) is required for connectivity between the Enterprise and the Cisco Webex Contact Cloud. This initial configuration will set up the Tax Offices, the Animal Shelter, and the Justice of the Peace Offices. This contact center will allow callers to be placed in a queue and sent to an available agent. In the event that the Contact Center is closed, or no agents are available, the call can be sent to a voicemail box or an external phone number. The funding source is 01.0100.0503.004100 for the FY25 budget. Origination #2501. The department point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement and Quote

1295 Form

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/30/2025 10:46 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 11:45 AM
Form Started By: Sandra Malcolm		Started On: 04/09/2025 01:35 PM
Final Approval Date: 05/01/2025		

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
NETSYNC NETWORK SOLUTIONS, INC.
(Quote No. [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 SERVICES AND GOODS CONTRACT (hereinafter "Contract") is made and entered into by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Netsync Network Solutions, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the work described in the attached Quote No. [redacted] being marked as **Exhibit "A,"** which is incorporated herein.

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

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

II.

Goods: Service Provider shall supply the County the goods described in Exhibit "A," provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit"A"** and in accordance with DIR COOP contract number DIR-CPO-5347. The not-to-exceed amount for the life of this contract shall be Thirteen Thousand Nine Hundred Thirty-Five Dollars and Twenty-Five Cents ($13,935.25).

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

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

V.

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

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

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

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

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

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

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

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

IV.

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

VII.

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

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

VIII.

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

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

IV.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

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

A. Quote No. [redacted], marked as **Exhibit "A"**;
B. The cooperative purchasing DIR-CPO-5347, incorporated by reference;
C. Insurance certificates evidencing coverages required herein above and
D. Any Amendments agreed to by both parties.

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

XXII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

Netsync Network Solutions, Inc.:

Digitally signed by Bernardo Fierro
DN: cn=Bernardo Fierro, o, ou=Legal, email=bfierro@netsync.com, c=US
Date: 2025.04.15 13:30:28 -06'00'

_____
Authorized Signature

Bernardo Fierro
Printed Name

Date: April 15, 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Apr 28 2025 Time: 9:55 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Apr 16 2025 Time: 7:52 am

Exhibit “A”

Quote No. [redacted]

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

[redacted]

Quote #:	[redacted]
Date:	04/04/2025
Valid for:	30 Days

Customer	Inside Sales	Account Manager
Williamson County	Amy MartinezNagy	David D Tijerina
rory.tierney@wilcotx.gov	Amartineznagy@netsync.com	dtijerina@netsync.com
405-727-1530 ext. 71530	9563760935	512-413-7998

Please send purchase order to: PO@netsync.com

Line #	Part	Description	Qty	Unit Price	Ext Price
Main Site				Sub Total	13,935.25
	CUBE Gateway Required for WxCC				
1.0	C8200L-1N-4T	Cisco Catalyst 8200L with 1-NIM slot and 4x1G WAN ports	1	927.28	927.28
1.1.0	MEM-C8200-4GB	Cisco Catalyst 8200 Edge 4GB memory	1	0.00	0.00
1.2.0	C-RFID-1R	Cisco Catalyst 8000 Edge RFID - 1RU	1	0.00	0.00
1.3.0	C8200-RM-19-1R	Cisco Catalyst 8200 Rack mount kit - 19" 1R	1	0.00	0.00
1.4.0	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	1	0.00	0.00
1.5.0	C8200-NIM-BLANK	Cisco Catalyst 8200 Edge NIM Blank	1	0.00	0.00
1.6.0	C8200-PIM-BLANK	Cisco Catalyst 8200 Edge PIM Blank	1	0.00	0.00
1.7.0	C-M2-BLANK	Cisco Catalyst 8000 Edge M.2 Blank Cover	1	0.00	0.00
1.8.0	C8000-HSEC	U.S. Export Restriction Compliance license for C8000 series	1	0.00	0.00
1.9.0	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	0.00	0.00
1.10.0	SC8KBEUK9-179	UNIVERSAL	1	0.00	0.00
1.11.0	IOSXE-AUTO-MODE	IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
1.12.0	DNA-P-T0-A-3Y	Cisco DNA Advantage On-Prem Lic 3Y - upto 25M (Aggr, 50M)	1	2,039.90	2,039.90
1.13.0	SVS-PDNA-ADV	Embedded Support for SW - Tiered DNA Advantage On-Prem	1	0.00	0.00
1.14.0	DSTACK-T0-A	Cisco DNA Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
1.15.0	NWSTACK-T0-A	Cisco Network Advantage Stack - upto 25M (Aggr, 50M)	1	0.00	0.00
1.16.0	TE-EMBED-WANI	Cisco ThousandEyes WAN Insights Embedded	1	0.00	0.00
1.17.0	SDWAN-UMB-ADV	Cisco Umbrella for DNA Advantage	1	0.00	0.00
1.18.0	DNAC-ONPREM-PF	Cisco DNA Center On Prem Deployment Option for WAN	1	0.00	0.00
1.19.0	C82L-1N-4T-PF	C8200L-1N-4T Platform Selection for DNA Subscription	1	0.00	0.00
1.20.0	IOSXE-AUTO-MODE-PF	IOS XE Autonomous or SD-Routing mode for Unified image	1	0.00	0.00
1.21.0	CON-SNT-C8200TL1	SNTC-8X5XNBD Cisco Catalyst 8200L with 1-NIM slot and Duration: 3.00 Years	1	574.15	574.15
	CUBE Licensing (04/01/2025-03/31/2028)				
2.0	A-FLEX-3	Collaboration Flex Plan 3.0	1	0.00	0.00
2.1.0	SVS-FLEX-SUPT-BAS	Basic Support for Flex Plan	22	0.00	0.00
2.2.0	A-FLEX-STD-CUBE	CUBE Standard Trunk Session License Unit Price: 1.76 Each per Month Duration: 3 Years, Billing Frequency: Yearly	22	63.36	1,393.92
	Labor				
3.0	NET-PRO-SRVC	Installation & Deployment per SoW. | UC: Voice NEW Install	4	8,500.00	34,000.00
4.0	CSAT	Netsync Promo	-1	25,000.00	-25,000.00

NETSYNC
2500 West Loop South, Ste. 410/510
Houston, TX 77027 USA
713.218.5000

QUOTE

[redacted]

Quote #:	[redacted]
Date:	04/04/2025
Valid for:	30 Days

Line #	Part	Description	Qty	Unit Price	Ext Price
5.0	TARIFF-AAAQ455990-04	The TARIFF cost if applicable from the manufacturer for the hardware portion will be calculated and incorporated into the invoice.	1	0.00	0.00

Notes: [redacted]

Webex Contact Center PoC

Cisco Systems TX | DIR-CPO-5347

Total	13,935.25
Tax/Vat	0.00
Shipping	0.00
Grand Total USD	**13,935.25**

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:
2025-1294729

Date Filed:
04/11/2025

Date Acknowledged:
04/16/2025

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

Netsync Network Solutions
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

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.

2025203
Webex Contact Center Implementation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gonzales, Diane	Houston, TX United States	X	
Abunaja, Khalid	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)

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:
2025-1294729

Date Filed:
04/11/2025

Date Acknowledged:

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

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.
2025203
Webex Contact Center Implementation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Gonzales, Diane	Houston, TX United States	X	
Abunaja, Khalid	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Kirstin Connell, 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 Harris County, State of Texas, on the 11th day of April, 20 25.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **18.**

Meeting Date: 05/06/2025

Approval of Goods and Services Contract #2025212 for Berry Springs Restroom Renovation with Chasco Constructors LTD, LLP for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Goods and Services Contract#2025212 for Berry Springs Restroom Renovation with Chasco Constructors LTD, LLP for Facilities Management in the amount of $8,136.00 and authorize execution of this agreement. P559, 3, Park Bond.

Background

This Goods and Services Contract#2025212 is attached between Williamson County and Chasco Constructors LTD, LLP for Berry Springs Park Restroom Renovation, located at 1801 CR 152 Georgetown, TX 78626, for the amount of $8,136.00. Funding Source is P559, 3, 2019 Park Bond, Construction Cost, Origination ID #2521 and the Point of Contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Goods and Services Contract

Form 1295 Chasco Constructors Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/30/2025 10:04 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:21 PM
Form Started By: Michelle McKinney		Started On: 04/24/2025 03:42 PM
Final Approval Date: 05/01/2025		

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
CHASCO CONSTRUCTORS LTD, LLP
(Job: 23081)

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

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

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the Berry Springs Park Restroom Renovation as described in the attached **Proposal Job: 23081** being marked as **Exhibit "A,"** which is incorporated herein.

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

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

II.

Goods: Service Provider shall supply the County the goods described in Exhibit "A," provided to the extent it meets or exceeds the County's solicitation, if applicable.

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

III.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in Exhibit "A" shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before May 21, 2025, however this date may be amended at the sole discretion of the County. Upon successful completion of the services as described in Exhibit "A", this contract shall automatically terminate without further obligation from either party, except as otherwise expressly provided herein.

IV.

Consideration and Compensation: Service Provider will be compensated based on a fixed sum as set out in **Exhibit"A"**. The not-to-exceed amount for the life of this contract shall be Eight Thousand Five Hundred Dollars ($8,500.00).

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

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

V.

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

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

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

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

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

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

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

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

IV.

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

VII.

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

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

VIII.

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

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

IV.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

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

XV.

No Assignment: Service Provider may not assign this Contract.

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

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

XXI.

Authorized Expenses: In the event County authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, County will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found at: WilliamsonCountyVendorReimbursementPolicyMarch2023.pdf (wilco.org). Invoices requesting

reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

XXII.

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

A. As described in the attached Proposal Job: 23081, marked as **Exhibit "A"**;
B. Insurance certificates evidencing coverages required herein above and
C. Any Amendments agreed to by both parties.

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

XXIII.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

CHASCO CONSTRUCTORS LTD, LLP:

_____
Authorized Signature

CHARLES KING
Printed Name

Date: 04, 22 2025

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Apr 22 2025 Time: 5:23 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Apr 22 2025 Time: 3:46 pm

Exhibit "A"
Proposal Job: 23081

CHASCO CONSTRUCTORS

Berry Springs Park Restroom Renovation

1801 CR 152
Georgetown, TX 78626

3/26/2024

DESCRIPTION	QTY	UNITS	BID UNIT	BID TOTAL
Job: 23081 3/17/25				
Removal and Install Bathroom Partitions	1	LS	$ 1,000.00	$ 1,000.00
Aluminum Push Plates 4x16	2	EA	$ 100.00	$ 200.00
Polished Concrete Class C	1	LS	$ 6,936.00	$ 6,936.00
Job: 23081 3/17/25				**$ 8,136.00**

Total Site Improvements	**$ 8,136.00**

Signature: PO/Contract in lieu of signature Date: N/A

Name:

Please Remit Payment to:
Chasco Constructors
2801 E. Old Settlers Blvd
Round Rock, TX 78665

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:
2025-1299028

Date Filed:
04/22/2025

Date Acknowledged:

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

Chasco Constructors
Round Rock, 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 Facilities Management

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

23081
Berry Springs Park Restroom Renovation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Williamson County Facilities Management	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is CULLEN TUGGLE, 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 WILLIAMSON County, State of TEXAS, on the 22 day of APRIL (month), 2025 (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

Certificate Number:
2025-1299028

Date Filed:
04/22/2025

Date Acknowledged:
04/24/2025

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

Chasco Constructors
Round Rock, 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 Facilities Management

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

23081
Berry Springs Park Restroom Renovation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Williamson County Facilities Management	Georgetown, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

Executed in _____County, State of _____, on the _____day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **19.**

Meeting Date: 05/06/2025

Authorize Issuing RFCSP #25RFCSP50 Jester Annex HVAC Rooftop Unit (RTU) Replacement for Facilities Management

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive competitive sealed proposals for a contractor for Jester Annex HVAC Rooftop Unit (RTU) Replacement, under #25RFCSP50; designating Ramirez- Simon for Architectural/ Engineering services, and approving, in the public interest, assigning the price criteria a weighted value of not less than 36.9 percent of the total weighted value of all selection criteria, the Funding Source is P611.

Background

Pursuant to Chapter 2269 Subchapter D of the Texas Government Code, Williamson County (County) is seeking written proposals from qualified contractors to provide Competitive Sealed Proposals for Jester Annex HVAC RTU Replacement located at 1801 E Old Settlers Blvd, Round Rock 78664. The Construction Estimated Budgeted is $1,900,000.00. The funding source is P611, Origination ID #2587 and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/30/2025 09:50 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 11:41 AM
Form Started By: Johnny Grimaldo		Started On: 04/28/2025 10:28 AM
Final Approval Date: 05/01/2025		

Commissioners Court - Regular Session **20.**

Meeting Date: 05/06/2025

Approval of Design and Engineering Services with Levy Architects, PLLC dba Levy Dykema utilizing RFSQ #24RFSQ53 – PLAE Pool for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #24RFSQ53 to Levy Architects, PLLC dba Levy Dykema for Lake Creek Annex Renovations, in the not-to-exceed amount of Eighty-One Thousand Three Hundred Five Dollars ($81,305.00) and authorize execution of the agreement, funding source is P632.

Background

Levy Architects, PLLC dba Levy Dykema, 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. Levy Architects, PLLC dba Levy Dykema is recommended for this project following a project specific evaluation of the firms from the 24RFSQ53 pool Levy Architects, PLLC dba Levy Dykema received the second-highest score for this project. Quorum was selected. However, they were unable to provide a proposal, so the evaluation team opted to go with the next highest scoring firm which is Levy Architects, PLLC dba Levy Dykema. This agreement for Design and Engineering Services between Williamson County and Levy Architects, PLLC dba Levy Dykema is for the renovation of the existing southwest wing of the Lake Creek Annex for the Williamson County Emergency Services Division Backup Emergency Services Operations Center (Backup ESOC) with provisions for training, emergency call center, and additional on-site parking. Lake Creek Annex, 9500 Lake Creek Pkwy, Austin, 78717. This PSA will be valid as of the date of execution through July 24, 2025. Contract Audit and General Counsel reviewed. Detailed Scope of Work is attached. The funding source is P632, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

Form 1295 Levy Architects dba Levy Dykema Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/01/2025 06:23 AM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:12 PM
Form Started By: Michelle McKinney		Started On: 04/29/2025 11:56 AM
Final Approval Date: 05/01/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Lake Creek Annex** (“Project”)

ARCHITECT/ ENGINEER: **Levy Architects, PLLC dba Levy Dykema** (“A/E”)
Matt Catterall, Principal
620 Congress Ave, Suite 100
Austin, TX 78701

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 **remodel at Lake Creek Annex to become the ESOC backup center**; and

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

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

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

ARTICLE 1
SCOPE OF AGREEMENT

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

ARTICLE 2
CONTRACT DOCUMENTS AND APPLICABLE PROJECT DOCUMENTS

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

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

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

2.3.1
2012 Edition of the Texas Accessibility Standards (TAS) regarding the Elimination of Architectural Barriers Program, 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 **Eighty-One Thousand Three Hundred Five Dollars ($81,305.)** 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 **Seven Hundred Fifty Dollars ($ 750.)**.

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:

Levy Architects, PLLC dba Levy Dykema
Matt Catterall, Principal
620 Congress Ave., Suite 100
Austin, Tx 78701

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: Levy Architects, PLLC dba Levy Dykema
620 Congress Ave., Suite 100
Austin, TX 78701

Attention: Matt Catterall
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 must 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 $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

25.1.3
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.

25.1.4
Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

25.2 Certification of Coverage.
Prior to the performance of any A/Eing Services, A/E 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, 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.

25.3 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.

25.4 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

25.5 Insurance Policy Endorsements.

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

25.5.1

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

25.5.2

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.

25.6 Notices by A/E.

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 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all of the insurance coverages required

under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the 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 the A/E's insurance must be declared and approved in writing by County in advance.

25.8 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.

25.9 No Arbitration.

It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this Agreement 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 Agreement.

25.10 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, 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 A/E'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 A/E's subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of A/E hereunder.

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.

25.11 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.

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
CONFIDENTIALITY

A/E hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that A/E must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. A/E expressly agrees that its 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 will not use any information relating to the Williamson County Jail that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Williamson County Jail, and to prevent disclosure thereof to persons other than its employees, agents, 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 who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, 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 will not enter any unauthorized areas of the Wiliamson County Jail and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. A/E agrees that all of its employees, agents, 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 shall be subject to background checks and that the Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to the Williamson County Jail to anyone.

ARTICLE 37
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:
Levy Architects, PLLC dba Levy Dykema

By: _____
Signature

Matthew Catterall
Printed Name

Principal
Title

Date Signed: 4/23/2025

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:

Lake Creek Annex
9500 Lake Creek Pkwy.
Austin, TX 78717
P#632

Develop space and use programs for the back-up ESOC at the existing Lake Creek Annex building.

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

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

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.

EXHIBIT B

FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:		**$**	**81,305**	100%
65%	**Levy Dykema**	**$**	**53,105**	
14%	**EEA Consulting Engineers (MEP)**	**$**	**11,200**	
21%	**Garza EMS (Civil)**	**$**	**17,000**	
Phase I - SCHEMATIC DESIGN		**$**	**81,305**	100%
	Levy Dykema	$	53,105	
	EEA Consulting Engineers (MEP)	$	11,200	
	Garza EMS (Civil)	$	17,000	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **eighty-six (86) calendar days** from the date of this Agreement.

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

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

Agreement Execution Date	**04/29/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	05/29/25
30% Plans, Specifications and Estimate deliverables	06/27/25
County written authorization to proceed to next phase	07/11/25
All services shall be complete on, or before:	**07/24/25**

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.

Levy Architects, PLLC dba Levy Dykema

Signature of Certifying Official

Matthew Catterall
Printed Name of Certifying Official

Principal
Title of Certifying Official

4/23/2025
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 Matthew Catterall (Signatory Name) the Principal (Signatory Title) of LEVY DYKEMA (Entity Name), on behalf of said firm.

VERONICA VERA
My Notary ID # 10428450
Expires February 28, 2028

Notary Public in and for the
State of Texas

My commission expires: 2/28/2028

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CONSULTANT
DESIGN DELIVERABLE
GUIDELINES

Facilities Management Division
3101 SE Inner Loop
Georgetown, TX 78626

Design services shall be conducted in Phases as outlined herein. Depending on project scope, not all items apply. Depending on project complexity and scope, Phases may be consolidated to expedite design delivery. Rejection procedures are outlined at the end of this document.

SCHEMATIC DESIGN PHASE

The interim deliverable early in this phase shall be used to document and validate project requirements and allocated construction budget.

This deliverable shall consist of the following PDF documents:

1) Opinion of probable cost to validate or modify preliminary construction budget provided by County.
2) Detailed design narrative to validate or modify Preliminary Scope of Work provided by County.
3) Initial design delivery schedule.

The deliverable at the end of this phase represents approximately 30% of the design effort and shall be of sufficient detail to show how the users' functional and technical requirements will be met.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, provide an updated opinion of probable cost.
    b. If utilizing a professional cost estimator, participating in a CMAR or Design-Build project, coordinate with Cost Estimator or General Contractor to provide a preliminary cost estimate based upon schematic design information.
2) Design narrative
    a. include modifications to Preliminary Scope of Work provided by County.
    b. include preliminary engineering calculations for ALL disciplines required for project scope.
3) Schematic Specifications
    a. include completed Cover Sheet with draft Table of Contents for ALL disciplines required for project scope.
4) Schematic drawing set for ALL disciplines required for project scope
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. include completed Cover Sheet with draft Index of Drawings for ALL disciplines required for project scope and applicable code compliance list.
    d. See specific minimum requirements for each discipline (if required for project scope):

Civil:	Provide concept Site Plan with grading and roadway layout
	Determine water supply and wastewater service
	If septic system is required, determine system type and size
Structural:	Determine concept structural system(s)
Architecture:	Plans, Elevations, overall Sections marked for Detail Sections
	Block-out window, door, finish and wall type schedules
Electrical:	Determine lighting type(s)
	Determine electrical distribution type(s)
	Review drawings for adequate space for electrical system(s)
	Initiate contacts with electric and telephone service providers
Mechanical:	Determine HVAC type(s)
	Review drawings for adequate space for HVAC system(s)
Plumbing:	Verify adequate sanitary sewer fall from building elevation
IT:	TBD
Fire Systems:	Assessment of existing infrastructure and modification description
	Schematic conduit pathways

	Description of reconfiguration method.
Key & Access:	Plan for reader access to every door in facility
	Schematic conduit pathways
	Description of reconfiguration method

5) Updated design delivery schedule.

DESIGN DEVELOPMENT PHASE

The deliverable at the end of this phase represents approximately 60% of the design effort and is intended to verify that the drawings, design analysis, specifications, and cost estimate are proceeding in a timely manner and that the design criteria and previous review comments have been correctly interpreted.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a detailed cost estimate based upon design development information.
2) Design Analysis developed to approximately 60% completion
3) Red-lined marked-up specification sections for ALL disciplines required for project scope.
4) Approximately 60% complete drawings including those addressing construction phasing
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. See specific requirements for each discipline (if required for project scope):

Civil:	Provide refined Site Plan with grading, roadway and parking
	Establish license / service agreements for water and wastewater
	If septic system is required, submit permit application to Wilco OSSF
Structural:	Provide preliminary design of structural systems
	Assist in obtaining Geotech borings
Architectural:	Noted Plans, Elevations, and Sections
	Floor, wall, roof Sections marked for Details
	Draft window, door, finish and wall type Schedules
Electrical:	Light fixtures located on drawings
	Receptacles located on drawings
	Panels located on drawings
	Circuits laid-out in single-line form
	Fixture schedule 60% complete
	Panels schedule 60% complete
	Riser diagram(s) 60% complete
Mechanical:	Equipment schedule complete
	Equipment located
	Ductwork laid-out
	Diffuser schedule complete
Plumbing:	Plumbing fixtures located on drawings
	Plumbing lines laid-out
	Fixture schedule(s) 60% complete
	Riser diagram(s) 60% complete
IT:	TBD
Fire Systems:	Diagrammatic Existing Piping Locations
	Diagrammatic Alarm Location
	Fire Panel Location
	NAC Locations
Key & Access:	Key & Access head-in location

	Power Sources and details

5) Preliminary Material Finishes and Selections board
6) Updated design delivery schedule.
7) Sealed Site Permit drawings.

CONSTRUCTION DOCUMENTATION PHASE

*The deliverable at the end of this phase represents completion of proposed Construction Documents (**NO SEALS**) subject to incorporation of any review comments resulting from review of deliverable*.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a final detailed cost estimate based upon construction documents.
2) Design Analysis with all items complete. It shall include all backup material previously submitted and revised (as necessary), all design calculations, all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the final drawings and specifications.
3) Final edited specifications (**NO SEALS**).
4) Complete Drawings including those addressing project construction phasing. (**NO SEALS**)
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. TDLR registration number included on Cover Sheet.
    d. See specific requirements for each discipline (if required for project scope):

Civil:	Details complete
	Approved licensing agreements and permits
Structural:	Details complete
Architecture:	Door / Window schedules complete
	Interior finish schedule(s) complete
	Details complete
Electrical:	Fixture schedule complete
	Panels schedule complete
	Riser diagram(s) complete
	Details complete
Mechanical:	Equipment schedule complete
	Diffuser schedule complete
	Details complete
Plumbing:	Fixture schedule complete
	Riser diagram(s) complete
	Irrigation connections complete (if required)
	Details complete
IT:	TBD
Fire Systems:	Alarm plans complete
	Suppression system Plans complete
Key & Access:	Key & Access plans complete
	Demountable Wall Coordination

5) Final Material Finishes and Selections board
6) Proposed construction schedule.

REGULATORY REVIEW & PERMITTING PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and permitted Construction Documents.

At the beginning of this phase provide the following PDF documents for record:

1) Sealed Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Sealed Specifications.
3) Sealed Fire System Drawings.
4) Complete Drawings submitted to Registered Accessibility Specialist (RAS) for review.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Permitted Site Development Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Permitted Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Permitted Specifications.
4) Permitted Fire Systems Drawings.

CONSTRUCTION CONTRACT BIDDING, AWARD, & EXECUTION PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and revised Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Construction Drawings Addenda.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Specifications Addenda.
3) Bid Tabulation

CONSTRUCTION ADMINISTRATION PHASE

Various deliverables are required throughout this phase

As required, provide the following PDF documents:

1) Copies of Change Orders and Supplementary Drawings
2) Copies of reviewed shop drawings and submittals
3) Conformed drawing set for each issuance of Architect's Supplemental Instructions.
4) Reviews of Contractor's Pay Applications
5) Punch list of items needing correction before Substantial Completion Inspection
6) Written notice that contract has been performed in general conformance with plans and specifications and is ready for Final Inspection.

PROJECT CLOSE-OUT PHASE

The deliverable at the end of this phase includes record BIM/AutoCAD files and record Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) "Clean" PDF of Building Plan(s) w/ Room #s coordinated with Fire Marshal review.
2) Record Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Record Specifications.
4) Record Fire System As-builts (including j-boxes and drop locations).
5) Record Key & Access As-builts (including j-boxes and drop locations).
6) Reviewed and compiled warranties, guarantees, and operation manuals, AHJ acceptance reports & certificates.

DELIVERABLE REVIEW STAMP

For standardization purposes during design Phases:

1) DO NOT track design review deliverables in the Revisions table of the Title Block.

2) Affix Interim Stamp with appropriate information in the location the Architect / Engineer seal will appear on each drawing sheet and Specifications title page.

3) See adjacent example for "Interim Stamp"

REJECTION OF DELIVERABLE

If the requirements of any deliverable phase are not met, the County will implement the following procedures:

1) The County will provide e-mail notice to Consultant that deliverable is rejected as soon as practical. Notice may include summary of deficiencies, red-line mark-ups, etc.

2) Consultant shall have seven (7) business days to resubmit with all required elements of the given review phase.

3) Within two (2) days of receipt of resubmission, the County will provide notice to Consultant that deliverable is accepted. At which point, the regular the County review process shall restart for the given review phase.

4) Rejected Consultant deliverables shall not impact overall deadline of the Project nor the review period allotted to the County officials.

5) Consultant shall provide an updated schedule showing interim submission date changes to make-up for any lost time.

6) Consultant shall not submit an invoice for 100% of phase fees until the County accepts a Phase deliverable as functionally complete.

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:
2025-1299867

Date Filed:
04/23/2025

Date Acknowledged:

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

Levy Architects, PLLC (DBA: LEVY DYKEMA)
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 Facilities Department

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.

P632
Design & Engineering Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Catterall, Matt	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Matt Catterall, 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 Travis County, State of Texas, on the 23rd day of April (month), 20 25 (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

Certificate Number:
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Levy Architects, PLLC (DBA: LEVY DYKEMA)
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 Facilities Department

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.

P632
Design & Engineering Services

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

Commissioners Court - Regular Session **21.**

Meeting Date: 05/06/2025

Approval of Design and Engineering Services Agreement for West Arena Expo Fans with Parkhill, Smith, & Cooper, Inc utilizing RFSQ #25RFSQ7 - MEPFC pool for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to Parkhill, Smith & Cooper, Inc. for the West Arena Expo Fans in the not-to-exceed amount of Thirty-Six Thousand Five Hundred Dollars ($36,500.00) and authorize execution of the agreement, the funding source is P635.

Background

Parkhill, Smith & Cooper, Inc. is recommended for award through the 25RFSQ7 - MEPFC pool, which established a pre-qualified consultant pool to be contracted on an as-needed basis on 04.07.25 agenda item no.32. Parkhill, Smith & Cooper, Inc, is recommended for this project following a project specific evaluation of the firms from the 25RFSQ7 pool. Parkhill, Smith, & Cooper, Inc received the highest score for this project. This Agreement for Design Services between Williamson County and Parkhill, Smith, & Cooper, Inc. is to design additional High Volume Low Speed fans over the bleachers in the main arena and sunshades for the west side of the main arena, located at 5350 Bill Pickett Trail, Taylor, 76574. This PSA will be valid as of the date of execution through April 10, 2026, Contract Audit and General Counsel reviewed. A detailed scope of work is attached. The funding source is P635, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Professional Service Agreement

Form 1295 Parkhill Smith & Cooper Inc Complete

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/01/2025 06:29 AM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 10:54 AM
Form Started By: Michelle McKinney		Started On: 04/29/2025 12:51 PM
Final Approval Date: 05/01/2025		

AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **West Arena Expo Fans** ("Project")

ARCHITECT/ ENGINEER: **Parkhill, Smith & Cooper, Inc.** ("A/E")
Jamie Zavodny, Principal
11902 Burnet Road, Suite 100
Austin, TX 78758

COUNTY'S DESIGNATED REPRESENTATIVE: **Williamson County Parks Department**
Director of Parks
219 Perry Mayfield
Leander Texas 78641

THIS AGREEMENT FOR PLANNING, DESIGN AND ENGINEERING SERVICES ("Agreement") is made and entered into effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), by and between **Williamson County**, 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 planners, landscape architects, architects and engineers; and

WHEREAS, County intends to **design additional HVLS fans over the bleachers in the main arena and sunshades for the west side of the Main Arena**; 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 planning, design and engineering services for the Project, which are acceptable to County, based on standard planning, landscape architecture, architectural and engineering practices and the scope of work described on the Exhibits attached to this Agreement. A/E shall also serve as County's professional planner, landscape architect, architect and engineer in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of A/E's services.

4.2
A/E shall perform the following Basic Scope of Services (sometimes referred to herein as the “Basic Scope of Services”, “Basic Services” or the “Scope of Services”):

4.2.1
The Basic Scope of Services shall generally consist of all elements of work, meetings, materials, and equipment required for the development of the Project in accordance with the requirements, policies, and general practices of Williamson County.

4.2.2
As part of the Basic Services, A/E shall submit its work products to County for review as requested by County.

4.2.3
The detailed Basic Services for the Project is set forth herein as **Exhibit A** to this Agreement, which is expressly incorporated and made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

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

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

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by A/E, County shall pay to A/E up to **Thirty-Six Thousand Five Hundred Dollars ($36,500.)** 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 **Three Hundred Sixty-Five Dollars ($ 365.)**.

ARTICLE 7
ADDITIONAL SERVICES AND CHARGES

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

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

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

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

8.1 Time of Payment.

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

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

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

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

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

8.2 Prompt Payment Policy.

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

8.2.1
There is a bona fide dispute between County and A/E concerning the supplies, materials, or equipment delivered or the services performed that causes the payment to be late; or

8.2.2
There is a bona fide dispute between A/E and a subcontractor/ subconsultant or between a subcontractor/ subconsultant and its supplier concerning supplies, materials, or

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

8.2.3
The invoice is not submitted to Williamson County in strict accordance with instructions, if any, on the purchase order, or this Agreement or other such contractual agreement.

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

ARTICLE 9
PROJECT TEAM

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

Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

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

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

Parkhill, Smith & Cooper, Inc.
Jamie Zavodny, Principal
11902 Burnet Road, Suite 100
Austin, TX 78758

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

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

ARTICLE 10
NOTICE

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

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

With copy to: Williamson County Parks Department
Attn: Director of Parks
219 Perry Mayfield
Leander, Texas 78641

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

A/E: Parkhill, Smith & Cooper, Inc.
11902 Burnet Road, Suite 100
Austin, TX 78758

Attention: Jamie Zavodny
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 planning, landscape architecture, architecture and engineering professions, and in recognition of such standards, A/E shall comply with all applicable federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, minimum/ maximum salary and wage statutes and regulations, and licensing laws and regulations. A/E shall furnish County with satisfactory proof of its compliance.

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

21.2 Taxes.

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

ARTICLE 22
INDEMNIFICATION

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

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

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

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

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

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

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

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

ARTICLE 24
PROFESSIONAL'S SEAL

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

ARTICLE 25
INSURANCE

A/E must 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 $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

25.1.3
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.

25.1.4
Professional Liability Insurance in the amount of $2,000,000.00 per claim and annual aggregate.

25.2 Certification of Coverage.

Prior to the performance of any A/Eing Services, A/E 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, 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.

25.3 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.

25.4 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

25.5 Insurance Policy Endorsements.

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

25.5.1
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

25.5.2
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.

25.6 Notices by A/E.

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 Premiums and Deductible.

A/E shall be responsible for payment of premiums for all of the insurance coverages required under this section. A/E further agrees that for each claim, suit or action made against insurance provided hereunder, with respect to all matters for which the 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 the A/E's insurance must be declared and approved in writing by County in advance.

25.8 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.

25.9 No Arbitration.

It is the intention of the County and agreed to and hereby acknowledged by the A/E, that no provision of this Agreement 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 Agreement.

25.10 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, 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 A/E'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 A/E's

subcontractors/subconsultants; provided, however, consent by County must be in writing and such consent shall not relieve or decrease the liability of A/E hereunder.

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.

25.11 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.

ARTICLE 26
SUCCESSORS AND ASSIGNS

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

ARTICLE 27
SEVERABILITY

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

ARTICLE 28
PRIOR AGREEMENTS SUPERSEDED

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

ARTICLE 29
A/E'S ACCOUNTING RECORDS

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

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

ARTICLE 30
GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

30.11 No Waiver of Immunities.
Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter, to any extent whatsoever, the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

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

of the Attorney General, and that County, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

30.13 Governing Terms and Conditions.

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

A/E hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that A/E must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. A/E expressly agrees that its 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 will not use any information relating to the Williamson County Jail that may be obtained while providing services hereunder for any purpose other than for what is necessary to perform the required services. A/E agrees to use the same degree of care as it uses to protect the confidentiality of its own confidential information, but no less than reasonable precautions to maintain confidentiality with respect to the Williamson County Jail, and to prevent disclosure thereof to persons other than its employees, agents, 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 who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. A/E agrees that A/E and its employees, agents, 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 will not enter any unauthorized areas of the Wiliamson County Jail and will not disclose any information to unauthorized third parties and will take care to guard the security of the information at all times. A/E agrees that all of its employees, agents, 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 shall be subject to background checks and that the Williamson County Sheriff or his agent will perform checks. County shall retain the right to deny right of entry to the Williamson County Jail to anyone.

ARTICLE 37
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:
Parkhill, Smith & Cooper, Inc.

By: Jamie Zavodny
Signature

Jamie Zavodny
Printed Name

Partner
Title

Date Signed: April 22, 2025

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

EXHIBIT A

SCOPE OF BASIC SERVICES

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

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

Expo Main Arena
5350 Bill Pickett Trail
Taylor, TX 76574
P#635

A/E will provide professional architecture, structural engineering, and mechanical/electrical engineering services for the Project. A/E will review existing conditions and design new HVLS fans over the bleacher areas and additional sunscreens on the west side of the Main Arena.

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 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:		**$**	**36,500**	100%
100%	**Parkhill, Smith & Cooper, Inc.**	**$**	**36,500**	
Phase I - SCHEMATIC DESIGN		**$**	**9,125**	25%
	Parkhill, Smith & Cooper, Inc.	$	9,125	
Phase II - DESIGN DEVELOPMENT		**$**	**9,125**	25%
	Parkhill, Smith & Cooper, Inc.	$	9,125	
Phase III - CONSTRUCTION DOCUMENTS		**$**	**9,125**	25%
	Parkhill, Smith & Cooper, Inc.	$	9,125	
Phase VI - CONSTRUCTION ADMINISTRATION		**$**	**7,300**	20%
	Parkhill, Smith & Cooper, Inc.	$	7,300	
Phase VII - PROJECT CLOSE-OUT		**$**	**-**	0%
	Parkhill, Smith & Cooper, Inc.		$0	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **Three Hundred Forty-Six Sixty (346) calendar days** from the date of t

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

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

Agreement Execution Date	**04/29/25**
Phase I - SCHEMATIC DESIGN	
Preliminary Scope and Budget analysis deliverables	05/13/25
30% Plans, Specifications and Estimate deliverables	05/27/25
County written authorization to proceed to next phase	06/03/25
Phase II - DESIGN DEVELOPMENT	
60% Plans, Specifications and Estimate deliverables	06/24/25
County written authorization to proceed to next phase	07/01/25
Phase III - CONSTRUCTION DOCUMENTS	
Complete Plans, Specifications and Estimate deliverables	07/31/25
County written authorization to proceed to next phase	08/07/25
Phase V - BIDDING, AWARD, AND EXECUTION	
Plans and Specifications and Estimate deliverables to County	08/14/25
CoOp Contract Award	10/14/25
Phase VI - CONSTRUCTION ADMINISTRATION	
Contractor Notice to Proceed	10/14/25
Construction Substantial Completion	03/13/26
Phase VII - PROJECT CLOSE-OUT	

Record Documents deliverables	03/27/26
All services shall be complete on, or before:	**04/10/26**

EXHIBIT D

Williamson County
Vendor Reimbursement Policy

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

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

1. Invoices and Affidavits

1.1 Invoices must adequately describe the goods or services provided to County and include all required backup (i.e. reimbursable expenses, mileage log, timesheets, receipts detailing expenses incurred etc.) that is in a form acceptable to the Williamson County Auditor. Invoices that do not adequately describe the goods or services provided to County or contain backup that is satisfactory to the Williamson County Auditor will be returned to vendor for revisions and the provision above relating to invoice errors resolved in favor of the County shall control as to the required actions of vendor and when such invoice must be paid by the County.

1.2 In the event an invoice includes charges based upon hourly billing rates for services or any other rates based upon the amount of time worked by an individual or individuals in performing services, whether the charges are being billed directly to the County or whether they are the basis of invoices from subcontractors for which the vendor seeks reimbursement from the County, the charges shall be accompanied by an affidavit signed by an officer or principal of the vendor certifying that the work was performed, it was authorized by the County and that all information contained in the invoice that is being submitted is true and correct.

1.3 Upon County's request, vendor must submit all bills paid affidavits wherein vendor must swear and affirm that vendor has paid each of its subcontractors, laborers, suppliers and material in full for all labor and materials provided to vendor for or in connection with services and work performed for County and, further, vendor must swear and affirm that vendor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or material for or in connection with the furnishing of labor or materials, or both, for services and work performed for County.

2. Travel Reimbursement

2.1 The County will only cover costs associated with travel for vendors outside a 45-mile radius from the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626.

2.2 The County will only cover costs associated with travel as documented work for County. If a vendor is also doing business for another client, the travel costs must be split in proportion to the amount of work actually performed for the County and the other client. The only allowable travel expense will be for the specific days worked for Williamson County.

2.3 No advance payments will be made to vendor for travel expenditures. The travel expenditure may only be reimbursed after the expenditure/trip has already occurred and vendor has provided the Williamson County Auditor with all necessary and required backup.

2.4 Vendors must submit all travel reimbursement requests on each employee in full. Specifically, a travel reimbursement request must include all related travel reimbursement expenses relating to a particular trip for which vendor seeks reimbursement. Partial travel reimbursement requests will not be accepted (i.e. vendor should not submit hotel and mileage one month then the next month submit rental car and airfare). If the travel reimbursement appears incomplete, the invoice will be sent back to the vendor to be submitted when all information is ready to submit in full.

2.5 Reimbursement for transportation costs will be at the most reasonable means of transportation (i.e.: airline costs will be reimbursed for coach rate, rental car costs will only be reimbursed if rental car travel was most reasonable means of travel as compared to travel by air).

2.6 The County will not be responsible for, nor will the County reimburse additional charges due to personal preference or personal convenience of individual traveling.

2.7 The County will not reimburse airfare costs if airfare costs were higher than costs of mileage reimbursement.

2.8 Additional expenses associated with travel that is extended to save costs (i.e. Saturday night stay) may be reimbursed if costs of airfare would be less than the cost of additional expenses (lodging, meals, car rental, mileage) if the trip had not been extended. Documentation satisfactory to the Williamson County Auditor will be required to justify expenditure.

2.9 County will only reimburse travel expense to necessary personnel of the vendor (i.e. no spouse, friends or family members).

2.10 Except as otherwise set forth herein, a vendor must provide a paid receipt for all expenses. If a receipt cannot be obtained, a written sworn statement of the expense from the vendor may be substituted for the receipt.

2.11 Sales tax for meals and hotel stays are the only sales taxes that will be reimbursed. Sales tax on goods purchased will not be reimbursed. A sales tax exemption form is available from the Williamson County Auditor's Office upon request.

2.12 The County will not pay for any late charges on reimbursable items. It is the responsibility of the vendor to pay the invoice first and seek reimbursement from the County.

3. Meals

3.1 Meal reimbursements are limited to a maximum of $59.00 per day on overnight travel. On day travel (travel that does not require an overnight stay), meal reimbursements are limited to a maximum of $25.00 per day. The travel must be outside the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by a 45-mile radius.

3.2 Receipts are required on meal reimbursement amounts up to the maximum per day amount stated for overnight or day travel. If receipts are not presented, the vendor can request per diem (per diem limits refer to 3.2). However, a vendor cannot combine per diem and meal receipts. Only one method shall be allowed.

3.3 Meals are reimbursable only to vendors who do not have necessary personnel located within a 45-mile radius of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626, who are capable of carrying the vendor's obligations to the County. Meals will not be reimbursed to vendors who are located within a 45-mile radius of the Williamson County Courthouse.

3.4 County will not reimburse for alcoholic beverages.

3.5 Tips are reimbursable but must be reasonable to limitation of meal allowance

3.6 No meals purchased for entertainment purposes will be allowed.

3.7 Meal reimbursement must be substantiated with a hotel receipt.

4. Lodging

4.1 Hotel accommodations require an itemized hotel folio as a receipt. The lodging receipt should include name of the motel/hotel, number of occupant(s), goods or services for each individual charge (room rental, food, tax, etc.) and the name of the occupant(s). Credit card receipts or any other form of receipt are not acceptable.

4.2 Vendors will be reimbursed for a single room rate charge plus any applicable tax. If a single room is not available, the vendor must provide documentation to prove that a single room was not available in order to justify the expense over and above the single room rate. A vendor may also be required to provide additional documentation if a particular room rate appears to be excessive.

4.3 Personal telephone charges, whether local or long distance, will not be reimbursed.

5. Airfare

5.1 The County will only reimburse up to a coach price fare for air travel.

5.2 The County will exclude any additional charges due to personal preference or personal convenience of the individual traveling (i.e. seat preference charges, airline upgrades, etc. will not be an allowable reimbursement)

5.3 Air travel expenses must be supported with receipt copy of an airline ticket or an itinerary with actual ticket price paid. If tickets are purchased through a website, vendor must submit a copy of the webpage showing the ticket price if no paper ticket was issued.

5.4 Cancellation and/or change flight fees may be reimbursed by the County but vendor must provide the Williamson County Auditor with documentation in writing from a County department head providing authorization for the change.

5.5 The County will not reimburse vendor for tickets purchased with frequent flyer miles.

6. Car Rental

6.1 Vendors that must travel may rent a car at their destination when it is less expensive than other transportation such as taxis, airport shuttles or public transportation such as buses or subways.

6.2 Cars rented must be economy or mid-size. Luxury vehicle rentals will not be reimbursed. Any rental costs over and above the cost of a mid-size rental will be adjusted.

6.3 Vendors will be reimbursed for rental cars if the rental car cost would have been less than the mileage reimbursement cost (based on the distance from vendor's point of origin to Williamson County, Texas) had the vendor driven vendor's car.

6.4 Vendors must return a car rental with appropriate fuel levels as required by rental agreement to avoid the car rental company from adding fuel charges.

6.5 Rental agreement and credit card receipt must be provided to County as back up for the request for reimbursement.

6.6 Insurance purchased when renting vehicle may also be reimbursed.

6.7 Car Rental optional extras such as GPS, roadside assistance, and administrative fees on Tolls will not be reimbursed.

7. Personal Car Usage

7.1 Personal vehicle usage will be reimbursed in an amount equal to the standard mileage rate allowed by the IRS.

7.2 Per code of Federal Regulations, Title 26, Subtitle A, Chapter 1, Subchapter B, Part IX, Section 274(d), all expense reimbursement requests must include the following:

7.2.1.1 Date

7.2.1.2 Destination

7.2.1.3 Purpose

7.2.1.4 Name of traveler(s)
7.2.1.5 Correspondence that verifies business purpose of the expense

7.3 The mileage for a personal vehicle must document the date, location of travel to/from, number of miles traveled and purpose of trip.

7.4 Mileage will be reimbursed on the basis of the most commonly used route.

7.5 Reimbursement for mileage shall not exceed the cost of a round trip coach airfare.

7.6 Reimbursement for mileage shall be prohibited between place of residence and usual place of work.

7.7 Mileage should be calculated from employee's regular place of work or their residence, whichever is the shorter distance when traveling to a meeting or traveling to Williamson County, Texas for vendors who are located outside of the Williamson County Courthouse, 710 Main Street, Georgetown, Texas 78626 by at least a 45-mile radius.

7.8 When more than one person travels in same vehicle, only one person may claim mileage reimbursement.

7.9 Tolls, if reasonable, are reimbursable. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement (administrative fees on Tolls will not be reimbursed).

7.10 Parking fees, if reasonable are reimbursable for meetings and hotel stays. For vendors who contract with a third party for visitor parking at vendor's place of business, Williamson County will not reimburse a vendor based on a percentage of its contracted visitor parking fees. Rather, Williamson County will reimburse Vendor for visitor parking on an individual basis for each time a visitor uses Vendor's visitor parking. Receipts are required for reimbursement. If a receipt is not obtainable, then written documentation of expense must be submitted for reimbursement.

7.11 Operating and maintenance expenses as well as other personal expenses, such as parking tickets, traffic violations, and car repairs and collision damage are not reimbursable.

8. Other Expenses

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

9. Repayment of Non-reimbursable Expense.

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

10. Non-Reimbursable Expenses

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

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

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

EXHIBIT E
DEBARMENT CERTIFICATION

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

1. I, the undersigned, being duly sworn or under penalty of perjury under the laws of the United States and the State of Texas, certifies that A/E and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency:

    b. Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in **Paragraph 1(b)** of this certification;

    d. Have not, within a three-year period preceding this application/proposal, had one or more public transactions* terminated for cause or default; and

    e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

Parkhill, Smith & Cooper, Inc.

Jamie Zavodny
Signature of Certifying Official

Jamie Zavodny
Printed Name of Certifying Official

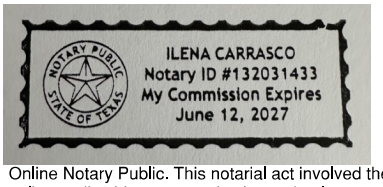
Partner
Title of Certifying Official

April 23, 2025
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 Jamie Zavodny
Signatory Name
the Partner of Parkhill, on behalf of said firm.
Signatory Title Entity Name



Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

Ilena Carrasco
Notary Public in and for the
State of Texas

My commission expires: June 12, 2027

EXHIBIT F

CERTIFICATES OF INSURANCE

A/E and Subconsultant Certificates of Insurance attached:

CONSULTANT
DESIGN DELIVERABLE
GUIDELINES

Facilities Management Division
3101 SE Inner Loop
Georgetown, TX 78626

Design services shall be conducted in Phases as outlined herein. Depending on project scope, not all items apply. Depending on project complexity and scope, Phases may be consolidated to expedite design delivery. Rejection procedures are outlined at the end of this document.

SCHEMATIC DESIGN PHASE

The interim deliverable early in this phase shall be used to document and validate project requirements and allocated construction budget.

This deliverable shall consist of the following PDF documents:

1) Opinion of probable cost to validate or modify preliminary construction budget provided by County.
2) Detailed design narrative to validate or modify Preliminary Scope of Work provided by County.
3) Initial design delivery schedule.

The deliverable at the end of this phase represents approximately 30% of the design effort and shall be of sufficient detail to show how the users' functional and technical requirements will be met.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, provide an updated opinion of probable cost.
    b. If utilizing a professional cost estimator, participating in a CMAR or Design-Build project, coordinate with Cost Estimator or General Contractor to provide a preliminary cost estimate based upon schematic design information.
2) Design narrative
    a. include modifications to Preliminary Scope of Work provided by County.
    b. include preliminary engineering calculations for ALL disciplines required for project scope.
3) Schematic Specifications
    a. include completed Cover Sheet with draft Table of Contents for ALL disciplines required for project scope.
4) Schematic drawing set for ALL disciplines required for project scope
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. include completed Cover Sheet with draft Index of Drawings for ALL disciplines required for project scope and applicable code compliance list.
    d. See specific minimum requirements for each discipline (if required for project scope):

Civil:	Provide concept Site Plan with grading and roadway layout
	Determine water supply and wastewater service
	If septic system is required, determine system type and size
Structural:	Determine concept structural system(s)
Architecture:	Plans, Elevations, overall Sections marked for Detail Sections
	Block-out window, door, finish and wall type schedules
Electrical:	Determine lighting type(s)
	Determine electrical distribution type(s)
	Review drawings for adequate space for electrical system(s)
	Initiate contacts with electric and telephone service providers
Mechanical:	Determine HVAC type(s)
	Review drawings for adequate space for HVAC system(s)
Plumbing:	Verify adequate sanitary sewer fall from building elevation
IT / Security:	TBD

5) Updated design delivery schedule.

DESIGN DEVELOPMENT PHASE

The deliverable at the end of this phase represents approximately 60% of the design effort and is intended to verify that the drawings, design analysis, specifications, and cost estimate are proceeding in a timely manner and that the design criteria and previous review comments have been correctly interpreted.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a detailed cost estimate based upon design development information.
2) Design Analysis developed to approximately 60% completion
3) Red-lined marked-up specification sections for ALL disciplines required for project scope.
4) Approximately 60% complete drawings including those addressing construction phasing
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. See specific requirements for each discipline (if required for project scope):

Civil:	Provide refined Site Plan with grading, roadway and parking
	Establish license / service agreements for water and wastewater
	If septic system is required, submit permit application to Wilco OSSF
Structural:	Provide preliminary design of structural systems
	Assist in obtaining Geotech borings
Architectural:	Noted Plans, Elevations, and Sections
	Floor, wall, roof Sections marked for Details
	Draft window, door, finish and wall type Schedules
Electrical:	Light fixtures located on drawings
	Receptacles located on drawings
	Panels located on drawings
	Circuits laid-out in single-line form
	Fixture schedule 60% complete
	Panels schedule 60% complete
	Riser diagram(s) 60% complete
Mechanical:	Equipment schedule complete
	Equipment located
	Ductwork laid-out
	Diffuser schedule complete
Plumbing:	Plumbing fixtures located on drawings
	Plumbing lines laid-out
	Fixture schedule(s) 60% complete
	Riser diagram(s) 60% complete
IT / Security:	TBD

5) Preliminary Material Finishes and Selections board
6) Updated design delivery schedule.
7) Sealed Site Permit drawings.

CONSTRUCTION DOCUMENTATION PHASE

*The deliverable at the end of this phase represents completion of proposed Construction Documents (**NO SEALS**) subject to incorporation of any review comments resulting from review of deliverable*.

This deliverable shall consist of the following PDF documents:

1) Budget Analysis
    a. If self-performed, Architect shall provide an updated opinion of probable cost
    b. If utilizing a professional cost estimator or participating in a CMAR project, coordinate with Cost Estimator or General Contractor to provide a final detailed cost estimate based upon construction documents.
2) Design Analysis with all items complete. It shall include all backup material previously submitted and revised (as necessary), all design calculations, all explanatory material giving the design rationale for any design decisions which would not be obvious to an engineer reviewing the final drawings and specifications.
3) Final edited specifications (**NO SEALS**).
4) Complete Drawings including those addressing project construction phasing. (**NO SEALS**)
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
    c. TDLR registration number included on Cover Sheet.
    d. See specific requirements for each discipline (if required for project scope):

Civil:	Details complete
	Approved licensing agreements and permits
Structural:	Details complete
Architecture:	Door / Window schedules complete
	Interior finish schedule(s) complete
	Details complete
Electrical:	Fixture schedule complete
	Panels schedule complete
	Riser diagram(s) complete
	Details complete
Mechanical:	Equipment schedule complete
	Diffuser schedule complete
	Details complete
Plumbing:	Fixture schedule complete
	Riser diagram(s) complete
	Irrigation connections complete (if required)
	Details complete
IT / Security	TBD

5) Final Material Finishes and Selections board
6) Proposed construction schedule.

REGULATORY REVIEW & PERMITTING PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and permitted Construction Documents.

At the beginning of this phase provide the following PDF documents for record:

1) Sealed Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Sealed Specifications.
3) Complete Drawings submitted to Registered Accessibility Specialist (RAS) for review.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Permitted Site Development Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Permitted Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Permitted Specifications.

CONSTRUCTION CONTRACT BIDDING, AWARD, & EXECUTION PHASE

The deliverable at the end of this phase includes BIM/AutoCAD files and revised Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) Construction Drawings Addenda.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
2) Specifications Addenda.
3) Bid Tabulation

CONSTRUCTION ADMINISTRATION PHASE

Various deliverables are required throughout this phase

As required, provide the following PDF documents:

1) Copies of Change Orders and Supplementary Drawings
2) Copies of reviewed shop drawings and submittals
3) Conformed drawing set for each issuance of Architect's Supplemental Instructions.
4) Reviews of Contractor's Pay Applications
5) Punch list of items needing correction before Substantial Completion Inspection
6) Written notice that contract has been performed in general conformance with plans and specifications and is ready for Final Inspection.

PROJECT CLOSE-OUT PHASE

The deliverable at the end of this phase includes record BIM/AutoCAD files and record Construction Documents.

This deliverable shall consist of updated **REVIT model / AutoCAD DWGs** and the following PDF documents:

1) "Clean" PDF of Building Plan(s) w/ Room #s coordinated with Fire Marshal review.
2) Record Construction Drawings.
    a. Sheet size shall not exceed ANSI-D (22x34) at 150 dpi max.
    b. PDF documents shall be of emailable size (i.e. 10MB max.)
3) Record Specifications.
4) Reviewed and compiled warranties, guarantees, and operation manuals

DELIVERABLE REVIEW STAMP

For standardization purposes during design Phases:

1) DO NOT track design review deliverables in the Revisions table of the Title Block.

2) Affix Interim Stamp with appropriate information in the location the Architect / Engineer seal will appear on each drawing sheet and Specifications title page.

3) See adjacent example for "Interim Stamp"

REJECTION OF DELIVERABLE

If the requirements of any deliverable phase are not met, the County will implement the following procedures:

1) The County will provide e-mail notice to Consultant that deliverable is rejected as soon as practical. Notice may include summary of deficiencies, red-line mark-ups, etc.

2) Consultant shall have seven (7) business days to resubmit with all required elements of the given review phase.

3) Within two (2) days of receipt of resubmission, the County will provide notice to Consultant that deliverable is accepted. At which point, the regular the County review process shall restart for the given review phase.

4) Rejected Consultant deliverables shall not impact overall deadline of the Project nor the review period allotted to the County officials.

5) Consultant shall provide an updated schedule showing interim submission date changes to make-up for any lost time.

6) Consultant shall not submit an invoice until the County accepts a Phase deliverable as functionally complete.

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:
2025-1298620

Date Filed:
04/21/2025

Date Acknowledged:

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
P635
Professional Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Edwards, Jay	Midland, TX United States	X	
Hart, Dan	Austin, TX United States	X	
Hamilton, John T.	Lubbock, TX United States	X	
Haberer, Mark	Lubbock, TX United States	X	
Finley, David	Frisco , TX United States	X	
Stills, Mary	El Paso, TX United States	X	
Ramirez, Mike	El Paso, TX United States	X	
Nelson, Scott	Frisco, TX United States	X	
Edwards, Zane	Lubbock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Daniel "Dan" S. Hart, FAIA, PE, and my date of birth is 11/12/1967.

My address is 11902 Burnet Rd. Ste 100 (street), Austin (city), TX (state), 78758 (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 21 day of April (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/22/2025

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

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

PRODUCER	CONTACT NAME: Dee Bartlett	
Sanford & Tatum Insurance Agency	PHONE (A/C, No, Ext): (806) 792-5564	FAX (A/C, No): (806) 792-9344
PO Box 64790	E-MAIL ADDRESS: dee.bartlett@sanfordtatum.com	
Lubbock TX 79464	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Phoenix Insurance Co	25623
INSURED	INSURER B : Charter Oak Fire Ins. Co	25615
Parkhill, Smith & Cooper, Inc. dba Parkhill	INSURER C : Travelers Property Casualty Co. of America	25674
4222 85th Street	INSURER D : Farmington Casualty	41483
	INSURER E :	
Lubbock TX 79423	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24/25 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			6305H948872	09/30/2024	09/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA4N167444	09/30/2024	09/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP5H948872	09/30/2024	09/30/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB5H948872	09/30/2024	09/30/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: 43116.24, P635, West Arena Expo Fans.
The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requres such status. The General Liability, Auto & Workers' Comp policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.The General Liability,Auto & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. Notice is sent to Certificate Holders with mailing addresses on file with the agent or the company.

CERTIFICATE HOLDER

Williamson County, Texas Attn: C/O: Williamson County
Risk Management
301 SE Inner Loop
Georgetown TX 78626

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dianah Tatum

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

   The insurance provided to such additional insured is limited as follows:

   c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.

   e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

3. The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   Duties Of An Additional Insured

   As a condition of coverage provided to the additional insured:

   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

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i. How, when and where the "occurrence" or offense took place;

ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:

i. Immediately record the specifics of the claim or "suit" and the date received; and

ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover. However, this condition does not affect whether this insurance provided to the additional insured is primary to that other insurance available to the additional insured which covers that person or organization as a named insured.

4. The following is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

a. After the signing and execution of the contract or agreement by you;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less

B. Who Is An Insured – Unnamed Subsidiaries

C. Who Is An Insured – Retired Partners, Members, Directors And Employees

D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees

E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies

F. Blanket Additional Insured – Controlling Interest

G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers

H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises

I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations

J. Incidental Medical Malpractice

K. Medical Payments – Increased Limit

L. Amendment Of Excess Insurance Condition – Professional Liability

M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement

N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:

(1) "Bodily injury":

(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;

(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Personal injury":

(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(3) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.

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D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist,

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

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is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

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(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

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(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

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(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. **Employment-Related Practices**

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. **Exclusions**

This insurance does not apply to:

a. **Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

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This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

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(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph **(1)** above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

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assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A**.

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SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
   a. All expenses we incur.
   b. Up to $2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
   a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
   d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
   e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
   f. The indemnitee:
      (1) Agrees in writing to:
         (a) Cooperate with us in the investigation, settlement or defense of the "suit";
         (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
         (c) Notify any other insurer whose coverage is available to the indemnitee; and
         (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
      (2) Provides us with written authorization to:
         (a) Obtain records and other information related to the "suit"; and
         (b) Conduct and control the defense of the indemnitee in such "suit".

   So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverages – Coverage **A** – Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** – Coverages – Coverage **B** – Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

   Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

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a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. The conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
      (1) "Bodily injury" or "personal injury":
         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
         (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
         (d) Arising out of his or her providing or failing to provide professional health care services.

         Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
      (2) "Property damage" to property:
         (a) Owned, occupied or used by;
         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

         you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
   b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
   c. Any person or organization having proper temporary custody of your property if you die, but only:
      (1) With respect to liability arising out of the maintenance or use of that property; and
      (2) Until your legal representative has been appointed.

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d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

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venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made or "suits" brought; or
   c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
   a. Medical expenses under Coverage **C**;
   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
   c. Damages under Coverage **B**.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
   a. Damages under Coverage **A**; and
   b. Medical expenses under Coverage **C**;

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

   For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
   a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
   b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

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4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

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c. **Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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2. "Advertising injury":
   a. Means injury caused by one or more of the following offenses:
      (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
      (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
         (a) Appropriates a person's name, voice, photograph or likeness; or
         (b) Unreasonably places a person in a false light; or
      (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
3. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
   a. Physical harm, including sickness or disease, sustained by a person; or
   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
   a. By radio or television; or
   b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
      (1) Radio or television programming being transmitted;
      (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
      (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
   c. All other parts of the world if the injury or damage arises out of:
      (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
      (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
      (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

   provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

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10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

13. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

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d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

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21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

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25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS
H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB5H948872

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.

POLICY NUMBER: P-630-5H948872 ISSUE DATE: 09-11-2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION:
ANY PERSON OR ORGANIZATION TO WHOM
(CONTINUED ON IL T8 03)

ADDRESS:
THE ADDRESS FOR THAT PERSON OR
(CONTINUED ON IL T8 03)
LUBBOCK
TX
79423

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY - NOTICE OF CANCELLATION PROVIDED BY US
IL T4 05 03 11

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

CONTINUATION OF FORM IL T4 05, PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND

2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

POLICY NUMBER: BA-4N167444 ISSUE DATE: 09-06-2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

PERSON OR ORGANIZATION: ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 10 (B)

POLICY NUMBER: UB-5H948872

AMENDED CANCELLATION CONDITION ENDORSEMENT

The following modifies **PART SIX – CONDITIONS, D. Cancellation**, Paragraph **2.**, or any endorsement forming a part of this policy that amends such condition:

If we cancel or do not renew this policy, we will mail or deliver to you written notice stating when such cancellation or nonrenewal is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. We will mail or deliver that notice:

a. At least ten days before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for nonpayment of premium; or

b. At least the number of days shown in the Schedule before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for any other reason.

Notwithstanding the provisions above, in no event will the number of days advance notice for cancellation or nonrenewal be fewer than the number of days required by applicable law.

SCHEDULE

NUMBER OF DAYS 60

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $

Insurance Company Countersigned by_____

DATE OF ISSUE: ST ASSIGN: Page 1 of 1

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/21/2025

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

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

PRODUCER
Risk Strategies
12801 North Central Expy. Suite 1725
Dallas, TX 75243

CONTACT NAME: Joe Bryant
PHONE (A/C, No, Ext): (214) 323-4602 **FAX (A/C, No):** (214) 503-8899
E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty and Surety Co of Amer	31194
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Parkhill
4222 85th St.
Lubbock TX 79423

COVERAGES **CERTIFICATE NUMBER:** 84905431 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional & Pollution Liability		✓	106653747	1/10/2025	1/10/2026	Per Claim	$2,000,000
							Annual Aggregate	$4,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies.
Re: 43116.24 West Arena Expo Fans, P635 West Arena Expo Fans

CERTIFICATE HOLDER

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown TX 78626

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Joe A. Bryant
Joe Bryant

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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:
2025-1298620

Date Filed:
04/21/2025

Date Acknowledged:

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
P635
Professional Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Edwards, Jay	Midland, TX United States	X	
Hart, Dan	Austin, TX United States	X	
Hamilton, John T.	Lubbock, TX United States	X	
Haberer, Mark	Lubbock, TX United States	X	
Finley, David	Frisco , TX United States	X	
Stills, Mary	El Paso, TX United States	X	
Ramirez, Mike	El Paso, TX United States	X	
Nelson, Scott	Frisco, TX United States	X	
Edwards, Zane	Lubbock, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Daniel "Dan" S. Hart, FAIA, PE, and my date of birth is [redacted].

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

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

Executed in Travis County, State of Texas, on the 21 day of April (month), 2025 (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

Certificate Number:
2025-1298620

Date Filed:
04/21/2025

Date Acknowledged:
04/25/2025

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

Parkhill
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 Parks Department

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

P635
Professional Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Edwards, Jay	Midland, TX United States	X	
Hart, Dan	Austin, TX United States	X	
Hamilton, John T.	Lubbock, TX United States	X	
Haberer, Mark	Lubbock, TX United States	X	
Finley, David	Frisco , TX United States	X	
Stills, Mary	El Paso, TX United States	X	
Ramirez, Mike	El Paso, TX United States	X	
Nelson, Scott	Frisco, TX United States	X	
Edwards, Zane	Lubbock, 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 **22.**

Meeting Date: 05/06/2025

Gray Engr 21RFSQ14 WA3 SA1 ROW CR 239

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on Supplemental Work Authorization No 1 to Work Authorization No 3 under Williamson County Contract between Gray Engineering, Inc. and Williamson County dated May 31, 2022, for Right of Way Improvements on CR 239. Funding source: P582.

Background

This supplemental is to extend the expiration date to September 30, 2026.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Gray Engr 21RFSQ14 WA3 SA1 ROW CR 239

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/30/2025 10:25 AM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 10:56 AM
Form Started By: Vicky Edwards		Started On: 04/30/2025 09:57 AM
Final Approval Date: 05/01/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. _1__
TO
WORK AUTHORIZATION NO. _3___

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT:
Right-of-Way Improvements on CR 239

This Supplemental Work Authorization No. _1__ to Work Authorization No. __3__ is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated **May 31, 2022** ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Gray Engineering, Inc.** (the "Firm").

WHEREAS, the County and the Firm executed Work Authorization No. _3___ dated effective September 12, 2023 (the "Work Authorization");

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

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

AGREEMENT

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

I. The above referenced Work Authorization termination date shall be modified to **September 30, 2026**. The Services to be Provided by the Firm shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).

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

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

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

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

FIRM: Gray Engineering, Inc.

By: _____
Signature

COLBY HARRIS, P.E.
Printed Name

Managing Partner - Operations
Title

4/29/2025
Date

COUNTY:

By: _____
Signature

Steven Snell
Printed Name

Williamson County Judge
Title

Attachment C - Work Schedule

Gray Engineering, Inc. will provide a work schedule for the assigned tasks

Commissioners Court - Regular Session **23.**

Meeting Date: 05/06/2025

Authorize Issuing IFB #25IFB46 for Wilco Way (Tracy Chambers Ln) Extension Project Bonds/HNTB

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for Wilco Way (Tracy Chambers Ln) Extension Project for Bonds/HNTB, under IFB #25IFB46, funding source is P640.

Background

Williamson County is seeking responses for Wilco Way (Tracy Chambers Ln) Extension Project for Bonds/HNTB. Estimated Budget is $3,400,000.00. The funding source is P640, the Origination ID No. is 2579 and the point of contact is Robert Martinez, P.E.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)		04/23/2025 09:03 AM
County Judge Exec Asst.	Andrea Schiele	04/23/2025 04:13 PM
Purchasing (Originator)	Joy Simonton	04/30/2025 10:15 PM
Form Started By: Vickie Johnson		Started On: 04/21/2025 10:52 AM
Final Approval Date: 04/30/2025		

Commissioners Court - Regular Session **24.**

Meeting Date: 05/06/2025

Authorize Issuing IFB #25IFB48 for the FM 971 - Granger Turn Lanes Project for Road Bonds/HNTB

Submitted For: Joy Simonton **Submitted By:** Vickie Johnson, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for the FM 971 - Granger Turn Lanes Project for Bonds/HNTB, under IFB #25IFB48. The funding source is P688.

Background

Williamson County is seeking responses for the FM 971 - Granger Project for Bonds/HNTB. Estimated Budget is $1,200,000.00 The funding source is P688, the Origination ID No. is 2622 and the point of contact is Dana Ladzinski, P.E

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/30/2025 10:49 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:21 PM
Form Started By: Vickie Johnson		Started On: 04/25/2025 03:06 PM
Final Approval Date: 05/01/2025		

Commissioners Court - Regular Session **25.**

Meeting Date: 05/06/2025

Red Bud Ln SLG WA01 Supp01

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 1 to Work Authorization No. 1 to the Red Bud Lane contract executed on March 19, 2024, between Williamson County and Seiler Lankes Group, LLC relating to the 2023 Road Bond Program. Project: P657 Fund Source: Road Bonds

Background

The Seiler Lankes Group, LLC (SLG) Supplemental No. 1 to Work Authorization No. 1 authorizes out-of-scope items including City of Round Rock Inter Local Agreement support, Public Involvement, and changes in the design like shift of centerline, change in cross slope, and review of two submittals of pavement design, as well as additional channel grading in the amount of $238,706.14. The SWA also extends the termination date to March 31, 2026. The SWA amount stays under the contract cap.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RedBudLn-SLG-WA01Supp01

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:35 PM
Form Started By: Marie Walters		Started On: 04/30/2025 06:59 PM
Final Approval Date: 05/01/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 01
TO
WORK AUTHORIZATION NO. 01

WILLIAMSON COUNTY ROAD BOND PROJECT:
RED BUD LANE

This Supplemental Work Authorization No. 01 to Work Authorization No. 01 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated March 19, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group, LLC (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 01 dated effective May 01, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of 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 Engineer agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Work Authorization shall terminate on March 31, 2026. The Services to be Provided by the Engineer shall be fully completed on or before said date unless extended by an additional Supplemental Work Authorization. The revised Work Schedule is attached hereto as Attachment "C" (must be attached).
II. The maximum amount payable for services under the Work Authorization is hereby increased from $399,861.90 to $638,568.04. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Gerald Lankes	_____
Printed Name	Printed Name
CEO	_____
Title	Title
04/23/2025	_____
Date	Date

LIST OF ATTACHMENTS

Attachment B – Supplemental Services to be Provided by the Engineer

Attachment C – Work Schedule

Attachment D – Fee Schedule

APPROVED

By Christen Eschberger at 2:03 pm, Apr 30, 2025

ATTACHMENT B
SUPPLEMENTAL SERVICES TO BE PROVIDED BY THE ENGINEER
RED BUD LANE

OUT OF SCOPE ITEMS:

- Provided Items to be included in the City of Round Rocks ILA.
- Attend multiple meetings regarding ILA with GEC staff.
- Per GEC request, shift the existing centerline to reduce concerns related to tree removals along eastern ROW.
- Change cross slope to 2% rather than the directed 2.5% from the city of Round Rock segment, profile and cross section revisions.
- Review pavement design for GEC

PUBLIC INVOLVEMENT

- Stakeholder meetings – City of Pflugerville
- Property owner meetings

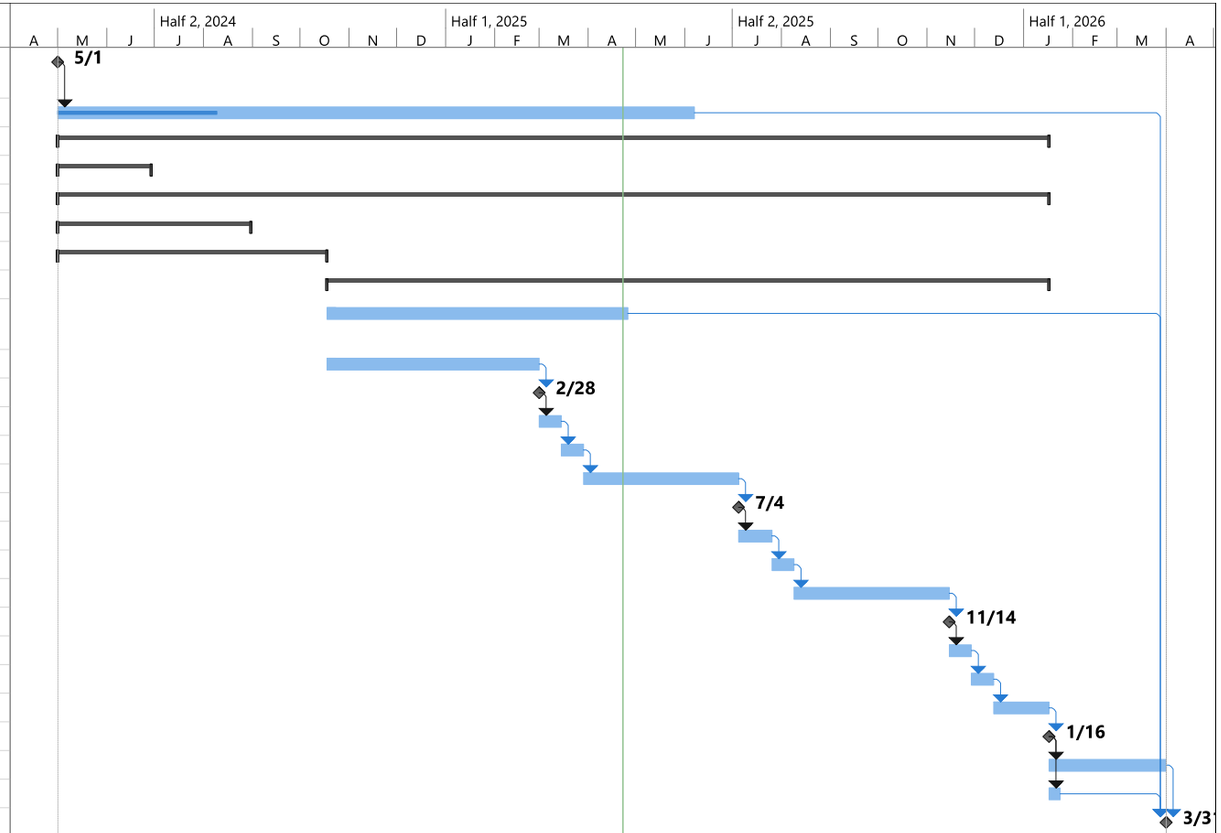
PLAN PREPARATION

Drainage:

- Impact and Mitigation Analysis Drainage Area Maps
- Impact Analysis Summaries & HY-8 reports
- Detention Pond Layout
- Drainage Pond Layout
- Culvert Hydraulic Data Sheets
- Channel Layout
- Provide Custom Inlet Detail

ATTACHMENT C - WORK SCHEDULE

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		Start Date = Execution Date	0 days	Wed 5/1/24	Wed 5/1/24	
2		Project Management	402 days	Wed 5/1/24	Fri 6/6/25	1
3		**Environmental Services**	**626 days**	**Wed 5/1/24**	**Fri 1/16/26**	
8		**Route and Design Studies**	**59 days**	**Wed 5/1/24**	**Fri 6/28/24**	
11		**Utility Coordination Support**	**626 days**	**Wed 5/1/24**	**Fri 1/16/26**	
13		**Survey (GEC)**	**122 days**	**Wed 5/1/24**	**Fri 8/30/24**	
15		**Schematic**	**170 days**	**Wed 5/1/24**	**Thu 10/17/24**	
25		**Plan Preparation(PS&E)**	**456 days**	**Fri 10/18/24**	**Fri 1/16/26**	
26		Right of Way (ROW) Acquisition Documentation	190 days	Fri 10/18/24	Fri 4/25/25	24
27		30% Design	134 days	Fri 10/18/24	Fri 2/28/25	19,24
28		30% Submittal	0 days	Fri 2/28/25	Fri 2/28/25	27
29		Review	14 days	Sat 3/1/25	Fri 3/14/25	28
30		Review and Comment Resolution	14 days	Sat 3/15/25	Fri 3/28/25	29
31		60% Design	98 days	Sat 3/29/25	Fri 7/4/25	30
32		60% Submittal	0 days	Fri 7/4/25	Fri 7/4/25	31
33		Review	21 days	Sat 7/5/25	Fri 7/25/25	32
34		Review and Comment Resolution	14 days	Sat 7/26/25	Fri 8/8/25	33
35		90% Design	98 days	Sat 8/9/25	Fri 11/14/25	34
36		90% Submittal	0 days	Fri 11/14/25	Fri 11/14/25	35
37		Review	14 days	Sat 11/15/25	Fri 11/28/25	36
38		Review and Comment Resolution	14 days	Sat 11/29/25	Fri 12/12/25	37
39		100% Design	35 days	Sat 12/13/25	Fri 1/16/26	38
40		Final Submittal	0 days	Fri 1/16/26	Fri 1/16/26	39
41		Bid Phase Services	74 days	Sat 1/17/26	Tue 3/31/26	40
42		Letting	7 days	Sat 1/17/26	Fri 1/23/26	40
43		Work Authorization Completion	0 days	Tue 3/31/26	Tue 3/31/26	41,42,26,7,6,5,10,2,4,9,12



Project: Redbud Lane
Date: Wed 4/23/25

Task	Project Summary	Manual Task	Start-only	Deadline			
Split	Inactive Task	Duration-only	Finish-only	Progress			
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress			
Summary	Inactive Summary	Manual Summary	External Milestone				

PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC

Wilco Red Bud Lane	No. of Sheets	Project Manager	Senior Engineer	Project Engineer	Design Engineer	Engineer-In-Training	Sr. Engineer Tech	Engineer Tech	Admin./ Clerical	Total Hours	Total Labor Cost
		$291.50	$233.20	$212.00	$164.30	$143.10	$159.00	$137.80	$93.28		
1. OUT OF SCOPE ITEMS											
a. Provided Items to be included in the City of Round Rocks ILA		6		3	3			4		16	$3,429.10
b. Per GEC request, shift the existing centerline to reduce concerns related to tree removals along eastern ROW		5		25	20					50	$10,043.50
c. Change cross slope to 2% rather than the directed 2.5% from the city of Round Rock segment, profile and cross section revisions		4		14	14					32	$6,434.20
d. Review pavement design for GEC - 2 Submittals		2								2	$583.00
Out of Scope Items - Labor	**0**	**17**	**0**	**42**	**37**	**0**	**0**	**4**	**0**	**100**	**$20,489.80**
2. PROJECT MANAGEMENT AND ADMINISTRATION											
a. Prepare monthly progress reports, invoices and billing (9 months)		9							9	18	$3,463.02
b. Project Coordination and Administration		10	10						10	30	$6,179.80
c. Progress/Coordination Meetings (Assume 18, 2 per month)										0	$0.00
1. Attend Meetings (assume 1.5 hours long per meeting)		27			27				27	81	$14,825.16
3. Prepare meeting minutes for review (assume 1 hour per meeting)									18	18	$1,679.04
4. Conduct Internal Coordination Meetings (Assume 9, 1 hour per meeting)		9	9	9	9	9			9	54	$10,236.42
d. Maintain a Project Schedule		4							10	14	$2,098.80
Project Management and Administration Subtotal - Labor	**0**	**59**	**19**	**9**	**36**	**9**	**0**	**0**	**83**	**215**	**$38,482.24**
3. PUBLIC INVOLVEMENT											
a. Public Involvement Support											
1. Revew the Project's Public Involvement Plan prepared by others		1	3							4	$991.10
2. Provide information or data for fact sheets and FAQ's		2								2	$583.00
b. Property Owner Meeting Support											
3. Attend Property Owner Meetings 3hrs per meeting (5 meetings)		15								15	$4,372.50
c. Stakeholder Meetings											
1.Coordinate with affected state and local agencies		5		5						10	$2,517.50
Public Involvement Subtotal - Labor	**0**	**23**	**3**	**5**	**0**	**0**	**0**	**0**	**0**	**31**	**$8,464.10**
TOTAL SHEETS	**0**										
Total - Labor Hours		**99**	**22**	**56**	**73**	**9**	**0**	**4**	**83**	**346**	
Total - Labor Cost		**$28,858.50**	**$5,130.40**	**$11,872.00**	**$11,993.90**	**$1,287.90**	**$0.00**	**$551.20**	**$7,742.24**		
GRAND TOTAL											**$67,436.14**

Red Bud Lane
Supplemental Work Authorization No. 1
Attachment D - Fee Schedule

CLGann, LLC (CLG)	Project Manager	Sr. QC Reviewer	Senior Project Engineer	Project Engineer	Design Engineer	EIT	Sr Engineer Technician	CADD Operator	Admin/Clerical	Sr. Drainage Engineer	Total Labor Hours	Task Cost
	$290.00	$290.00	$230.00	$195.00	$160.00	$140.00	$170.00	$130.00	$80.00	$230.00		
1. Project Management												
TASK HOURS SUBTOTALS	0	0	0	0	0	0	0	0	0	0	**0**	
TASK FEE SUBTOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$0.00**
3. Utility Coordination Support												
TASK HOURS SUBTOTALS	0	0	0	0	0	0	0	0	0	0	**0**	
TASK FEE SUBTOTALS	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$0.00**
6. Drainage Study												
a. Hydrologic/Hydraulic Modeling												
1. Data Collection				8		24					**32**	
2. Site Visit (Take pictures, field survey existing cross culverts along channel)				4	8	8				4	**24**	
3. Internal Geopak Drainage Storm Sewer Modeling (4 Systems)(Full channel)				30						100	**130**	
b. Impact and Mitigation Analysis												
1. Existing Hydrologic Model (HEC-HMS, EPA-SWMM, or other)(4 outfalls)				20	30	30				10	**90**	
2. Proposed Hydrologic Model (HEC-HMS, EPA-SWMM, or other)(4 outfalls)				10	15	15				5	**45**	
3. Mitigated Hydrologic Model (HEC-HMS, EPA-SWMM, or other)(2 outfalls)(3 options for POI 4)				20	30	30				10	**90**	
4. Prepare HEC-RAS model of main channel and prepare floodplain exhibits				20	10	30				30	**90**	
5. Prepare Pre-30% Submittal				8			8			2	**18**	
TASK HOURS SUBTOTALS	0	0	0	120	93	137	8	0	0	161	**519**	
TASK FEE SUBTOTALS	$0.00	$0.00	$0.00	$23,400.00	$14,880.00	$19,180.00	$1,360.00	$0.00	$0.00	$37,030.00		**$95,850.00**
9. Plan Preparation												
d. Drainage												
1. Impact Analysis Drainage Area Maps (3 sheets)				16	8	12	16			8	**60**	
2. Impact Analysis Summaries & HY-8 reports (6 sheets)				12		8				4	**24**	
3. Detention Pond Layout (2 sheets)				16		8				4	**28**	
4. Culvert Hydraulic Data Sheets (6 sheets)				30	30	30				30	**120**	
5. Culvert Layout (3 sheets)				24	24	48				24	**120**	
6. Channel Layout (1 sheet)				8	8	8				8	**32**	
7. Prepare Custom Inlet Detail (Open Back Inlet)				8						12	**20**	
TASK HOURS SUBTOTALS	0	0	0	114	70	114	16	0	0	90	**404**	
TASK FEE SUBTOTALS	$0.00	$0.00	$0.00	$22,230.00	$11,200.00	$15,960.00	$2,720.00	$0.00	$0.00	$20,700.00		**$72,810.00**
Public Involvement												
Attend Property Owner and Public Meetings 3hrs per meeting (3 meetings)	9											
TASK HOURS SUBTOTALS	9	0	0	0	0	0	0	0	0	0	**9**	
TASK FEE SUBTOTALS	$2,610.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00		**$2,610.00**
TOTAL CLG LABOR HOURS	0	0	0	234	163	251	24	0	0	251	**923**	
TOTAL CLG LABOR COSTS	$2,610.00	$0.00	$0.00	$45,630.00	$26,080.00	$35,140.00	$4,080.00	$0.00	$0.00	$57,730.00		**$171,270.00**

OTHER DIRECT EXPENSES	QUANTITY	UNIT	Rate	TOTAL
CLG Direct Expenses:				
TCEQ WPAP Application Fee		EA	$8,000.00	$0.00
Toll Charges		EA	$2.00	$0.00
Courier		EA	$50.00	$0.00
Postage		EA	$0.68	$0.00
Photocopies B/W (8 1/2" X 11")		PAGE	$0.15	$0.00
Photocopies Color (8 1/2" X 11")		PAGE	$1.00	$0.00
Photocopies B/W (11" X 17")		PAGE	$0.32	$0.00
Photocopies Color (11" X 17")		PAGE	$2.00	$0.00
Large Format Plotting		SF	$2.50	$0.00
Mileage		MILE	$0.67	$0.00
SUBTOTAL DIRECT EXPENSES				**$0.00**

SUMMARY	
Subtotal Labor	**$171,270.00**
Subtotal Direct Expenses	**$0.00**
TOTAL CLG FEE	**$171,270.00**

Attachment D - Fee Schedule

PRIME PROVIDER NAME: SEILER LANKES GROUP, LLC

Fee Summary by Function Code			
	Seiler Lankes Group, LLC	**CLG**	**Total**
1. OUT OF SCOPE ITEMS	$20,489.80		**$20,489.80**
2. PROJECT MANAGEMENT AND ADMINISTRATION	$38,482.24		**$38,482.24**
3. PUBLIC INVOLVEMENT	$8,464.10	$2,610.00	**$11,074.10**
4. DRAINAGE & PLAN PREPARATION		$168,660.00	**$168,660.00**
Grand Totals			
Total	**$67,436.14**	**$171,270.00**	**$238,706.14**

Project Total $238,706.14

Commissioners Court - Regular Session **26.**

Meeting Date: 05/06/2025

Red Bud Lane Inland WA05 Supp03

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Red Bud Lane Supplemental No. 3 to Work Authorization No. 5 to the Road Bond On-Call Surveying Services contract executed on May 13, 2024, between Williamson County and Austin Survey Company, LLC dba Inland Geodetics relating to the 2023 Road Bond Program. Funding source: P588.

Background

The Inland SWA reduces the authorized amount by $55,176.00 from $244,281.05 to $189,105.05 as well as the scope by 6 acquisition parcels, from 10 parcels to 4 parcels.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RedBudLn-Inland-WA05Supp03

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:35 PM
Form Started By: Marie Walters		Started On: 04/30/2025 07:08 PM
Final Approval Date: 05/01/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 03
TO
WORK AUTHORIZATION NO. 05

WILLIAMSON COUNTY ROAD BOND PROJECT:
RED BUD LANE

This Supplemental Work Authorization No. 03 to Work Authorization No. 05 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 13, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Austin Survey Company, LLC dba Inland Geodetics** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 05 dated effective June 11, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of 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 Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Service to be Provided by the Surveyor that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed, and modified to **reduce** the scope of acquisition parcels by **6 acquisition parcels**, from **10** parcels to **4** parcels, in response to the anticipated reduction of the right-of-way (ROW) footprint. All changes and reductions to services provided will be shown in the revised Attachment "B" (must be attached).

II. The maximum amount payable for service under the Work Authorization is hereby **reduced** by **$55,176.00** from $244,281.05 to **$189,105.05**. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

SURVEYOR:	**COUNTY:**
Austin Survey Company LLC	Williamson County, Texas
By: Francisco Rivera Signature	By: _____ Signature
Francisco Rivera Printed Name	_____ Printed Name
President Title	_____ Title
4/28/2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment B – Services to be Provided by Surveyor

Attachment C – Work Schedule

Attachment D – Fee Schedule

APPROVED
By Christen Eschberger at 2:08 pm, Apr 30, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR RED BUD LANE

PROJECT AMENDMENT

PROJECT SCOPE

This amendment hereby reduces Parcel Acquisition Documents services with a decrease of **six (6)** Parcel Acquisition Documents from ten (10) parcel acquisitions to four (4) parcel acquisitions. Surveyor's Scope of Services is limited to those items outlined below.

2. SURVEYING

    b. FIELD SURVEYING:

        i. Parcel Acquisition Documents (up to **4** total parcel documents assumed; up to **4** total parcel staking's assumed):

- Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for ROW parcel and easement acquisition. Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed ROW lines and note any improvements requiring removal/relocation.

- After receipt of title commitments, set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for ROW parcel and easement acquisition(s).

- Stake proposed ROW with suitable markers as requested, on a parcel-by-parcel basis, for the purposes of fence construction, utility installation, or property owner requests.

DELIVERABLES:

- Additional ROEs (if any)
- Draft Parcel Acquisition Documents (pdf)
- Preliminary ROW map (roll plot – submitted with draft exhibits)
- Final Signed and Sealed Parcel Acquisition Documents (pdf)
- Survey CADD files
- ASCII point file of all points located/set during the course of the survey

INLAND GEODETICS
Land Surveyors

ATTACHMENT C - WORK SCHEDULE

Inland Geodetics																		
Start Date	Week 1	Week 2	Week 8	Week 9	Week 27	Week 30	Week 33	Week 35	Week 36	Week 39	Week 42	Week 45	Week 48	Week 51	Week 54	Week 57	Week 60	Week 63
NOTE*	7/1/2024	7/8/2024	8/19/2024	8/26/2024	12/30/2024	1/20/2025	2/10/2025	2/24/2025	3/3/2025	3/24/2025	4/14/2025	5/5/2025	5/26/2025	6/16/2025	7/7/2025	7/28/2025	8/18/2025	9/8/2025
1. Project Management																		
a. Communication																		
b. Monthly Progress Reports, Invoices Billings																		
c. QAQC Plan (within 10 day of NTP)																		
d. Project Coordination & Administration																		
e. Progress/Coordination Meetings																		
f. Project Schedule																		
g. Project Documents/Files																		
h. Deliverables																		
2. SURVEYING																		
a. ROEs (up to 45 letters)																		
b. FIELD SURVEYING																		
Locate and Reconcile Control Points																		
Establish Horz & Vert Control																		
Set CP Pairs																		
Set TBMs																		
Levels																		
Prepare Control Sheets																		
Survey Corridor Area																		
Topo 50' interval (3000'x100', ROW TO ROW)																		
Drainage Structures																		
Improvements, utilities, trees 12"<, etc.																		
Property Bndy, re-establish ROW																		
Bndy Research																		
Draft Schematic																		
Initial Bndy Search																		
Bndy Analysis																		
Draft Survey																		
QA/QC																		
Hydraulic X-Sections (320' @ 50' x-sec)																		
Intersecting Roads (100' from Intersection)																		
c. DELIVERABLES																		
ROE Letters, Executed ROE Docs																		
Mapping in 2D & 3D Microstation Files																		
PDFs of Surveyors Notebook																		
DTM of Proposed Corridor																		
Survey Control Sheets																		
SWA1 TO WA5																		
PROJECT MANAGEMENT																		
a. Monthly Progress Reports, Invoices Billings																		
SURVEYING																		
a. ROE (IF NEEDED)																		
b. Field Surveying																		
i. PARCEL ACQUISITION DOCUMENTS																		
ii. CREATE ROW MAP (ROLL PLOT)																		
ii. QA/QC																		
DELIVERABLES																		
SWA2 TO WA5																		
SURVEYING																		
a. Field Surveying																		
TOPO 3 Intersecting Rd ROW (Hmstd, Winding, & Silk Tree)																		
Survey hydraulic cross sections of 3 drainage channels																		
Survey hydraulic cross sections of 1 drainage channel extended limits																		
DELIVERABLES																		
DTM of Proposed Corridor																		
Survey Control Sheets																		
SWA3 TO WA5																		
Parcel Prep Reduction (10 to 4)																		
*Weather and right of entry dependent. Gaining ROE from all landowners in a timely manner will be critical in meeting deadlines for this project.																		

ATTACHMENT D - FEE SCHEDULE
WILCO SWA3 to WA-5
RED BUD LANE
DESIGN SURVEY/ROW/PARCELS

Inland Geodetics Fee Schedule

SERVICE		1 Man Crew	2 Man Crew	3 Man Crew	4 Man Crew	Principal	PM	RPLS	SEN TECH / SIT	Office Tech	Field Coordinator	Clerical Support	LSLS	N/A	DIRECT	Total Hours
Inland Standard Rates		$125	$205	$285	$365	$220	$190	$175	$130	$110	$90	$75	$200	$0		
PROJECT MANAGEMENT		0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	17 HRS	12 HRS	0 HRS	0 HRS	0 HRS	12 HRS	0 HRS	0 HRS	$ 6,230.00	41 HRS
SURVEYING		246 HRS	168 HRS	24 HRS	0 HRS	0 HRS	38 HRS	103 HRS	347 HRS	0 HRS	0 HRS	29 HRS	0 HRS	0 HRS	$ 144,560.00	955 HRS
SWA1		20 HRS	60 HRS	0 HRS	0 HRS	0 HRS	26 HRS	87 HRS	424 HRS	0 HRS	0 HRS	25 HRS	0 HRS	0 HRS	$ 91,960.00	642 HRS
SWA2		0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	$ -	0 HRS
SWA3																
Parcel Prep Reduction (10 to 4)															$ -	0 HRS
~~Prepare Descriptions and Surveys~~	6 Parcels						8 HRS	12 HRS	96 HRS	72 HRS		4 HRS			$ (24,320.00)	192 HRS
~~Monument Parcels~~	6 Parcels	24 HRS	72 HRS					6 HRS	8 HRS	16 HRS					$ (21,610.00)	126 HRS
~~Review Title commitments~~	6 Parcels							6 HRS	8 HRS	10 HRS					$ (3,190.00)	24 HRS
															$ -	0 HRS
~~Field Marking of Easement Parcels (1 1/2 to 2 days)~~	6 Parcels	8 HRS	16 HRS					2 HRS	4 HRS	8 HRS					$ (6,030.00)	38 HRS
															$ -	0 HRS
~~Miscellaneous~~															$ (26.00)	0 HRS
															$ -	0 HRS
Project Management Deliverables:															$ -	0 HRS
Draft Parcel Acquisition Docs (PDF)															$ -	0 HRS
Final Signed & Sealed Parcel Acquisition Docs (PDF)															$ -	0 HRS
ASCII point file of all points located/set during the course of the survey															$ -	0 HRS
Mapping in 2D MicroStation File (Grid or Datum)															$ -	0 HRS
DTM of Proposed Corridor															$ -	0 HRS
Additional Survey Control Sheets (if any)															$ -	0 HRS
															$ -	0 HRS
SWA3		0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	$ (55,176.00)	0 HRS
SUB-TOTAL		**266 HRS**	**228 HRS**	**24 HRS**	**0 HRS**	**0 HRS**	**81 HRS**	**202 HRS**	**771 HRS**	**0 HRS**	**0 HRS**	**66 HRS**	**0 HRS**	**0 HRS**	**$ 187,574.00**	**1638 HRS**
REIMBURSABLE ITEMS															$ 1,531.05	
REIMBURSABLE SERVICES															$ -	
ESTIMATED FEE		**$33,250**	**$46,740**	**$6,840**	**$0**	**$0**	**$15,390**	**$35,350**	**$100,230**	**$0**	**$0**	**$4,950**	**$0**	**$0**	**$ 189,105.05**	

Cost Variables:		
Vehicle	$120	per day
ATV	$90	per day
Mileage (per mile)	$0.67	per day
Overnight Stay	no	
Number of days work in field (10hr per day)	38.5	
Number of weeks in field (5 days a week)	7	
Number of days in partial week	4	
Miles per round trip (Office to Hotel & Back)	220	
Miles per day (hotel to site and back)	10	
No of Nights	31	
Hotel per Night	$110.00	
No. of Employees per Night	3	
Per Diem per Day	$59.00	
Hotel 1-Man	27	
Hotel 2-Man	23	
Hotel 3-Man	2	

Reimbursable Services Include:	
	$0.00
	$0.00
	$0.00
Total:	**$0.00**

Reimbursable Fees Include:	
Hotel (1- man @ $110 per night for 26.6 nights)	$0.00
Hotel (2- man @ $110 per night for 22.8 nights)	$0.00
Hotel (3- man @ $110 per night for 2.4 nights)	$0.00
Per Diem (man @ $59 per day for 38.5 days)	$0.00
MILEAGE ($0.67 per mile)	$1,531.05
Total:	**$1,531.05**

Commissioners Court - Regular Session **27.**

Meeting Date: 05/06/2025

West Main Street Inland WA04 Supp03

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on West Main Street Supplemental No. 3 to Work Authorization No. 4 to the Road Bond On-Call Surveying Services contract executed on May 13, 2024, between Williamson County and Austin Survey Company, LLC dba Inland Geodetics relating to the 2023 Road Bond Program. Funding source: P588.

Background

The Inland Supplemental No. 3 to Work Authorization No. 4 increases the authorized amount by $55,176.00 from $111,620.00 to $166,796.00 as well as amends the scope to increase the acquisition parcels by 6 from 4 parcels to 10 parcels.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

WestMainSt-Inland-WA04Supp03

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:35 PM
Form Started By: Marie Walters		Started On: 04/30/2025 07:14 PM
Final Approval Date: 05/01/2025		

SUPPLEMENTAL WORK AUTHORIZATION NO. 03
TO
WORK AUTHORIZATION NO. 04

WILLIAMSON COUNTY PROJECT:
WEST MAIN STREET (FLORENCE)

This Supplemental Work Authorization No. 03 to Work Authorization No. 04 is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated May 13, 2024 ("Contract") and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Austin Survey Company, LLC dba Inland Geodetics** (the "Surveyor").

WHEREAS, the County and the Surveyor executed Work Authorization No. 04 dated effective June 12, 2024 (the "Work Authorization");

WHEREAS, pursuant to Article 14 of 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 Surveyor agree that the Work Authorization shall be amended, changed and modified as follows:

I. The Service to be Provided by the Surveyor that were set out in the original Attachment "B" of the Work Authorization are hereby amended, changed, and modified to **increase** the scope of acquisition parcels by **6 acquisition parcels**, from **4** parcels to **10** parcels, in response to the increased right-of-way (ROW) footprint. All changes and reductions to services provided will be shown in the revised Attachment "B" (must be attached).

II. The maximum amount payable for service under the Work Authorization is hereby **increased** by **$55,176.00** from $111,620.00 to **$166,796.00**. The revised Fee Schedule is attached hereto as Attachment "D" (must be attached).

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

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

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

SURVEYOR:	**COUNTY:**
Austin Survey Company LLC	Williamson County, Texas
By: Francisco Rivera Signature	By: _____ Signature
Francisco Rivera Printed Name	_____ Printed Name
President Title	_____ Title
4/28/2025 Date	_____ Date

LIST OF ATTACHMENTS

Attachment B – Services to be Provided by Surveyor

Attachment C – Work Schedule

Attachment D – Fee Schedule

APPROVED
By Christen Eschberger at 2:09 pm, Apr 30, 2025

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR WEST MAIN STREET (FLORENCE)

PROJECT AMENDMENT

PROJECT SCOPE

This amendment hereby increases Parcel Acquisition Documents services with an increase of **six (6)** Parcel Acquisition Documents from four (4) parcel acquisitions to ten (10) parcel acquisitions. Surveyor's Scope of Services is limited to those items outlined below.

2. SURVEYING

   b. FIELD SURVEYING:

      i. Parcel Acquisition Documents (up to **10** total parcel documents assumed; up to **10** total parcel staking's assumed):

- Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for ROW parcel and easement acquisition. Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed ROW lines and note any improvements requiring removal/relocation.

- After receipt of title commitments, set appropriate monumentation in accordance with County requirements. Prepare signed and sealed documents for ROW parcel and easement acquisition(s).

- Stake proposed ROW with suitable markers as requested, on a parcel-by-parcel basis, for the purposes of fence construction, utility installation, or property owner requests.

DELIVERABLES:

- Additional ROEs (if any)
- Draft Parcel Acquisition Documents (pdf)
- Preliminary ROW map (roll plot – submitted with draft exhibits)
- Final Signed and Sealed Parcel Acquisition Documents (pdf)
- Survey CADD files
- ASCII point file of all points located/set during the course of the survey

ATTACHMENT C - WORK SCHEDULE

Inland Geodetics																												
Start Date	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 11	Week 12	Week 16	Week 17	Week 20	Week 21	Week 24	Week 29	Week 33	Week 37	Week 42	Week 46	Week 50	Week 55	Week 59	Week 63	Week 67	Week 68
NOTE*	6/17/2024	6/24/2024	7/1/2024	7/8/2024	7/15/2024	7/22/2024	7/29/2024	8/5/2024	8/26/2024	9/2/2024	9/30/2024	10/7/2024	10/28/2024	11/4/2024	11/25/2024	12/30/2024	1/27/2025	2/24/2025	3/31/2025	4/28/2025	5/26/2025	6/30/2025	7/28/2025	8/25/2025	9/22/2025	9/29/2025
1. Project Management																										
a. Communication																										
b. Monthly Progress Reports, Invoices Billings																										
c. QAQC Plan (within 10 day of NTP)																										
d. Project Coordination & Administration																										
e. Progress/Coordination Meetings																										
f. Project Schedule																										
g. Project Documents/Files																										
h. Deliverables																										
2. SURVEYING																										
a. ROE (23 parcels)																										
b. Field Surveying																										
Locate Existing Control																										
Establish NH&V Control, Set TBMs																										
Draft Control Sheets																										
Design Survey (1900 lf x 150' wide, w ROW)																										
Topo (1900LF x 150' wide, with trees +12")																										
Recover Monuments																										
Cross Section of Salado Creek (8 x-sec)																										
Resarch Existing ROW																										
Boundary Analysis																										
Prepare Base Map																										
QC																										
Prepare Descriptions and Surveys (4 parcels)																										
Monument Parcels (4 parcels)																										
Review Title commitments (4 parcels)																										
c. Deliverables																										
ROE Letters, Follow up Letters, Executed ROE Documents																										
Draft of Parcel Acqusition Documents																										
Final Signed/Sealed Parcel Acquisition Documents																										
Preliminary ROW Map																										
Base Mapping CAD files (Microstation 2D)																										
Base Mapping CAD files (Microstation 3D)																										
ASCII Point File																										
PDF's of Surveyors Notebook																										
Survey Control Sheets																										

*Weather and right of entry dependent. Gaining ROE from all landowners in a timely manner will be critical in meeting deadlines for this project.

Attachment D
Inland Geodetics Fee Schedule

SERVICE		1 Man Crew	2 Man Crew	3 Man Crew	4 Man Crew	Principal	PM	RPLS	SEN TECH / SIT	Office Tech	Field Coordinator	Clerical Support	LSLS	N/A	DIRECT	Total Hours
Williamson County MSA 2024		$125	$205	$285	$365	$0	$190	$175	$130	$110	$0	$75	$200	$0		
1. Project Management		0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	54 HRS	25 HRS	0 HRS	0 HRS	0 HRS	25 HRS	0 HRS	0 HRS	$ 16,510.00	104 HRS
2. SURVEYING		102 HRS	76 HRS	8 HRS	0 HRS	0 HRS	29 HRS	83 HRS	323 HRS	0 HRS	0 HRS	33 HRS	0 HRS	0 HRS	$ 95,110.00	654 HRS
OTHER SURVEY TASK																
Parcel Prep															$ -	0 HRS
Prepare Descriptions and Surveys	6 Parcels						8 HRS	12 HRS	96 HRS	72 HRS		4 HRS			$ 24,320.00	192 HRS
Monument Parcels	6 Parcels	24 HRS	72 HRS					6 HRS	8 HRS	16 HRS					$ 21,610.00	126 HRS
Review Title commitments	6 Parcels							6 HRS	8 HRS	10 HRS					$ 3,190.00	24 HRS
															$ -	0 HRS
Field Marking of Easement Parcels (1-1/2 to 2 days)	6 Parcels	8 HRS	16 HRS					2 HRS	4 HRS	8 HRS					$ 6,030.00	38 HRS
															$ -	0 HRS
Miscellaneous															$ 26.00	0 HRS
Project Management Deliverables:																
Draft Parcel Acquisition Docs (PDF)																
Final Signed & Sealed Parcel Acquisition Docs (PDF)																
ASCII point file of all points located/set during the course of the survey																
Mapping in 2D MicroStation File (Grid or Datum)																
DTM of Proposed Corridor																
Additional Survey Control Sheets (if any)																
OTHER SURVEY TASK		32 HRS	88 HRS	0 HRS	0 HRS	0 HRS	8 HRS	26 HRS	116 HRS	106 HRS	0 HRS	4 HRS	0 HRS	0 HRS	$ 55,176.00	380 HRS
OTHER SURVEY TASK		0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	0 HRS	$ -	0 HRS
SUB-TOTAL		**134 HRS**	**164 HRS**	**8 HRS**	**0 HRS**	**0 HRS**	**91 HRS**	**134 HRS**	**439 HRS**	**106 HRS**	**0 HRS**	**62 HRS**	**0 HRS**	**0 HRS**	**$ 166,796.00**	**1138 HRS**
REIMBURSABLE ITEMS															$ -	
REIMBURSABLE SERVICES															$ -	
ESTIMATED FEE		**$16,750**	**$33,620**	**$2,280**	**$0**	**$0**	**$17,290**	**$23,450**	**$57,070**	**$11,660**	**$0**	**$4,650**	**$0**	**$0**	**$ 166,796.00**	

Cost Variables:		
Vehicle	$120	per day
ATV	$90	per day
Mileage (per mile)	$0.67	per day
Overnight Stay	no	
Number of days work in field (10hr per day)	23.9	
Number of weeks in field (5 days a week)	4	
Number of days in partial week	4	
Miles per round trip (Office to Hotel & Back)	1	
Miles per day (hotel to site and back)	2	
No of Nights	19	
Hotel per Night	$110.00	
No. of Employees per Night	3	
Per Diem per Day	$59.00	
Hotel 1-Man	13	
Hotel 2-Man	16	
Hotel 3-Man	1	

Reimbursable Services Include:	
	$0.00
	$0.00
	$0.00
Total:	**$0.00**

Reimbursable Fees Include:	
Hotel (1- man @ $110 per night for 13.4 nights)	$0.00
Hotel (2- man @ $110 per night for 16.4 nights)	$0.00
Hotel (3- man @ $110 per night for 0.8 nights)	$0.00
Per Diem (man @ $59 per day for 23.9 days)	$0.00
MILEAGE ($0.67 per mile)	$0.00
Total:	**$0.00**

Commissioners Court - Regular Session **28.**

Meeting Date: 05/06/2025

Rivina MUD of Williamson County

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approving the submission of a formal protest/request for a contested case hearing and written comments, information and recommendations by legal counsel for Williamson County to the Texas Commission on Environmental Quality relating to a petition for the creation of Rivina MUD of Williamson County in the event the parties are unable to fully negotiate and consummate a Consent and Development Agreement prior to the close of the Comment Period.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCEQ Comment Letter - Rivina MUD of Williamson Co

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:35 PM
Form Started By: Adam Boatright		Started On: 05/01/2025 11:33 AM
Final Approval Date: 05/01/2025		

Williamson County Courthouse
710 Main Street, Georgetown, TX 78626
512.943.1100
wilcotx.gov

MAY 6, 2025

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

RE: RIVINA MUD OF WILLIAMSON COUNTY
TCEQ INTERNAL CONTROL NO. D02032025003
CN: 606348928 RN: 112133038

To Whom It May Concern:

Williamson County writes in response to your notice dated February 20, 2025, copy attached, regarding the submission of a petition for the creation of the above-referenced Rivina MUD of Williamson County ("District"). The County opposes the creation of the proposed District unless certain conditions are met.

The County is requesting a contested case hearing.

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

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

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For example, the County notes that, in your notice item (3), the District seeks traditional road powers including:

> "(3) the construction, installation, maintenance, purchase and operation of drainage and roadway facilities and improvements; (4) the construction installation, maintenance, purchase and operation of facilities, systems, plants and enterprises of such additional facilities as shall be consonant with the purpose for which the District is organized."

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

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

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

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

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

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

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

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

Sincerely,

Steven Snell
Williamson County Judge

Enc.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

NOTICE OF DISTRICT PETITION
TCEQ INTERNAL CONTROL NO. D-02032025-003

PETITION. GRBK Edgewood LLC, a Texas limited liability company, (Petitioner) filed a petition for creation of Rivina Municipal Utility District of Williamson County (District) of Williamson County with the Texas Commission on Environmental Quality (TCEQ). The petition was filed pursuant to Article XVI, §59 of the Constitution of the State of Texas; Chapters 49 and 54 of the Texas Water Code; 30 Texas Administrative Code Chapter 293; and the procedural rules of the TCEQ.

The petition states that: (1) the Petitioner holds title to a majority in value of the land to be included in the proposed District; (2) there are no lienholders on the property to be included in the proposed District; (3) the proposed District will contain approximately 335.9 acres located within Williamson County, Texas; and (4) all of the land within the proposed District is wholly within the extraterritorial jurisdiction of Georgetown, Texas.

By Ordinance No. 2024-26, passed and adopted on May 28, 2024, the Georgetown, Texas, gave its consent to the creation of the proposed District, pursuant to Texas Water Code §54.016.

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

The petition further states that the proposed District will undertake: (1) the construction, maintenance and operation of a waterworks system, including the purchase and sale of water, for domestic and commercial purposes; (2) the construction, maintenance and operation of a sanitary sewer collection, treatment and disposal system, for domestic and commercial purposes; (3) the construction, installation, maintenance, purchase and operation of drainage and roadway facilities and improvements; (4) the construction installation, maintenance, purchase and operation of facilities, systems, plants and enterprises of such additional facilities as shall be consonant with the purpose for which the District is organized.

According to the petition, a preliminary investigation has been made to determine the cost of the project, and it is estimated by the Petitioners that the cost of said project will be approximately $71,688,461 ($46,531,950 for water, wastewater, and drainage plus $25,156,511 for roads) at the time of submittal.

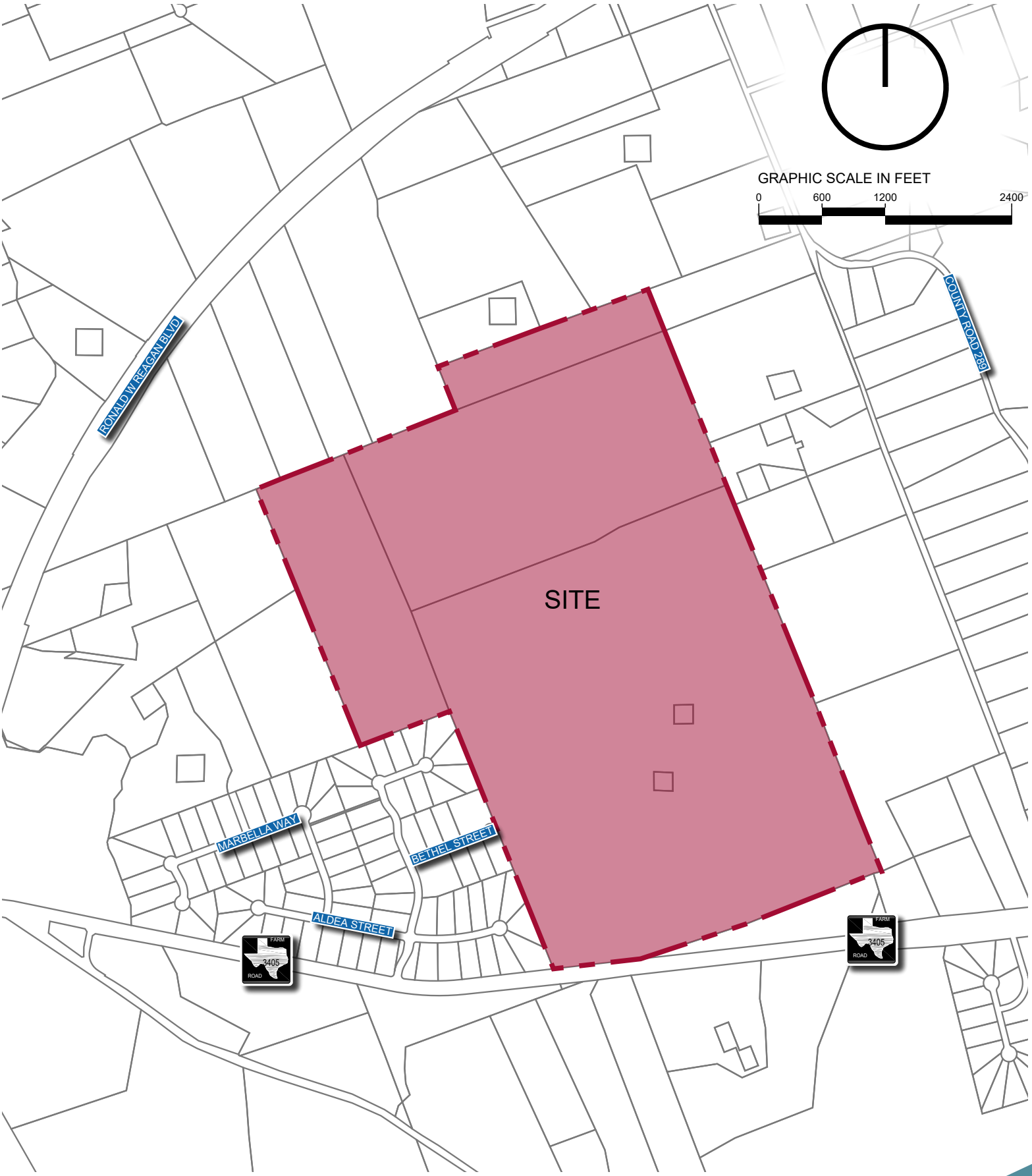
CONTESTED CASE HEARING. The TCEQ may grant a contested case hearing on this petition if a written hearing request is filed within 30 days after the newspaper publication of this notice.

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

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

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

Issued: **March 28, 2025**



LOCATION MAP
SCALE: 1" = 1200'

EXHIBIT A - VICINITY MAP

RIVINA MUD

30.706983, -97.836147
City of Georgetown ETJ, Williamson County, Texas
October 2024

DWG NAME: K:\CEL_CIV\U865000700 - RAGSDALE RANCH - GEO\CAD\EXHIBITS\CREATION EXHIBITS\EX-1 LOCATION MAPS.DWG
LAST SAVED: 10/2/2024 5:38 PM

Kimley»Horn
400 North Oklahoma Drive, Suite 105
Celina, TX 75009
469-501-2200
State of Texas Registration No. F-928

NOTES
1. THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.
2. AERIAL IMAGE BY NEARMAP COPYRIGHT 2021

Commissioners Court - Regular Session **29.**

Meeting Date: 05/06/2025

Preliminary plat for the Cat Hollow Section 1B subdivision – Pct 3

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

Department: Infrastructure

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on approval of the preliminary plat for the Cat Hollow Section 1B subdivision – Precinct 3.

Background

This subdivision consists of 9 single family lots, 6 open space/drainage lots and 138 feet of new public roads on 5.1 acres.

Timeline

2024-11-25 – initial submittal of the preliminary plat
2024-12-18 – 1st review complete with comments
2025-02-24 – 2nd submittal of preliminary plat
2025-03-07 – 2nd review complete with comments
2025-03-20 – 3rd submittal of preliminary plat
2025-04-01 – 3rd review complete with comments
2025-04-09 – 4th submittal of preliminary plat
2025-04-22 – 4th review complete with comments
2025-04-23 – 5th submittal of preliminary plat
2025-04-30 – 5th review complete with comments clear
2025-05-01 – preliminary plat placed on the May 6, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

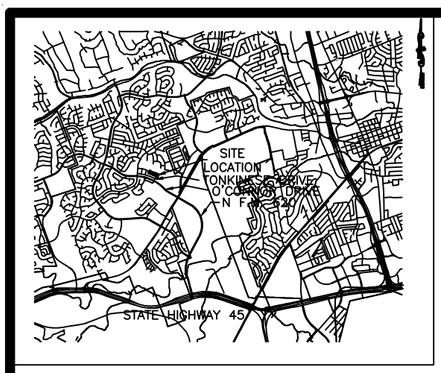
Attachments

preliminary plat - Cat Hollow 1B

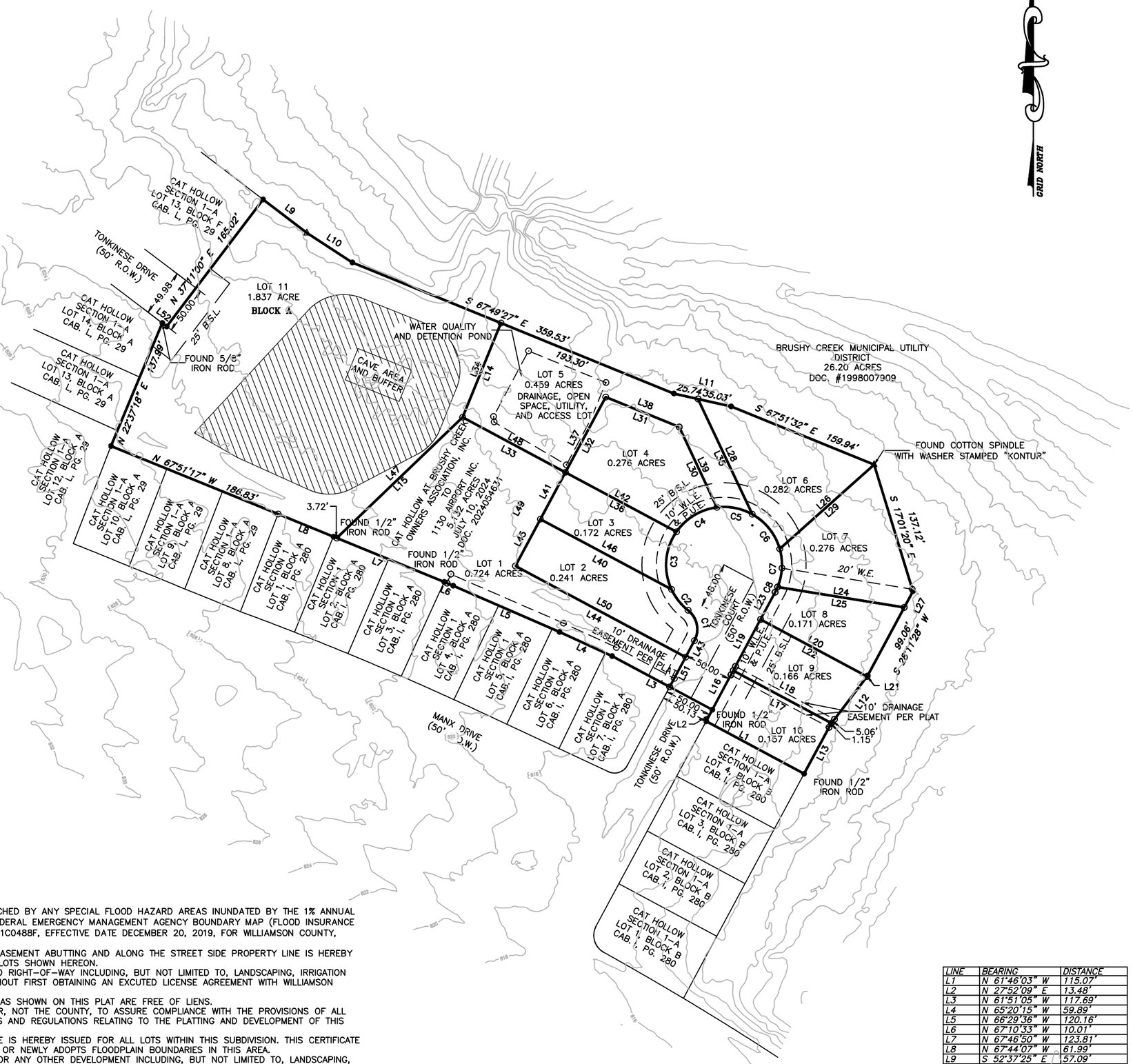
Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 11:45 AM
Form Started By: Adam Boatright		Started On: 05/01/2025 11:40 AM
Final Approval Date: 05/01/2025		

PRELIMINARY PLAT OF
CAT HOLLOW SECTION ONE–B



VICINITY MAP
1"=10,000'



GENERAL NOTES:

1. NO PORTION OF THIS TRACT IS ENCROACHED BY ANY SPECIAL FLOOD HAZARD AREAS INUNDATED BY THE 1% ANNUAL CHANCE FLOOD AS IDENTIFIED BY THE US FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP (FLOOD INSURANCE RATE MAP) COMMUNITY PANEL NUMBER 48491C0488F, EFFECTIVE DATE DECEMBER 20, 2019, FOR WILLIAMSON COUNTY, TEXAS.
2. A TEN FOOT (10') PUE AND SIDEWALK EASEMENT ABUTTING AND ALONG THE STREET SIDE PROPERTY LINE IS HEREBY CONVEYED FOR ALL STREET SIDE PROPERTY LOTS SHOWN HEREON.
3. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT–OF–WAY INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, IRRIGATION LIGHTING, CUSTOM SIGNS, IS PROHIBITED WITHOUT FIRST OBTAINING AN EXCUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
5. 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.
6. A DE FACTO CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED FOR ALL LOTS WITHIN THIS SUBDIVISION. THIS CERTIFICATE IS VALID UNTIL SUCH TIME AS FEMA REVISES OR NEWLY ADOPTS FLOODPLAIN BOUNDARIES IN THIS AREA.
7. NO CONSTRUCTION, PLANTING, GRADING OR ANY OTHER DEVELOPMENT INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, DRIVEWAYS, BUILDINGS, ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS SHOWN.
8. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.
9. 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 OWNER.
10. WATER SERVICE IS PROVIDED BY: BRUSHY CREEK MUD WASTEWATER SERVICE IS PROVIDED BY: BRUSHY CREEK MUD.
11. 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.
12. NO MORE THAN THREE RESIDENCES TOTAL SHALL BE SERVED BY THE SINGLE SHARED DRIVEWAY.
13. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY BRUSHY CREEK MUNICIPAL UTILITY DISTRICT. THE CONSTRUCTION AND OPERATION OF ALL WATER FACILITIES WITHIN THE SUBDIVISION MUST COMPLY WITH ALL RULES AND POLICIES OF BRUSHY CREEK MUNICIPAL UTILITY DISTRICT. NO BUILDING ON ANY LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER CONNECTIONS HAVE BEEN MADE TO THE BRUSHY CREEK MUNICIPAL UTILITY DISTRICT WATER SYSTEM AND ALL PLUMBING APPROVED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE DISTRICT."

FIELD NOTE DESCRIPTION:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PART OF THE JOHN MCQUEEN SURVEY, ABSTRACT NO. 425, BEING PART OF A CALLED 5.132 ACRE TRACT CONVEYED FROM CAT HOLLOW AT BRUSHY CREEK OWNERS ASSOCIATION, INC. TO 1130 AIRPORT INC. BY DEED DATED JULY 10, 2024 RECORDED IN DOCUMENT NO. 2022454631 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:

BEGINNING AT A FOUND 5/8" IRON ROD CAPPED STAMPED "KONTUR TECH" AT THE NORTHEAST RIGHT-OF-WAY CORNER OF TONKINESE DRIVE, FOR AN INTERIOR CORNER OF THE SAID 5.132 ACRE TRACT AND THIS TRACT;

THENCE N 61°51'05" W - 117.69' ALONG THE COMMON NORTH LINE OF TONKINESE DRIVE AND A CALLED LOT 7, BLOCK A OF A CALLED CAT HOLLOW SECTION 1 RECORDED IN CABINET. I, PAGE 280, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS TO A FOUND 5/8" IRON ROD CAPPED STAMPED "KONTUR TECH", FOR THE COMMON INTERIOR CORNER OF THE SAID 5.132 ACRE TRACT AND THIS TRACT;

THENCE N 65°20'15" W - 59.89' ALONG THE NORTH LINE OF THE SAID LOT 7 AND A CALLED LOT 6, BLOCK A OF THE SAID CAT HOLLOW SECTION 1 TO A FOUND 5/8" IRON ROD CAPPED STAMPED "KONTUR TECH", FOR THE COMMON INTERIOR CORNER OF THE SAID 5.132 ACRE TRACT AND THIS TRACT ;

THENCE N 66°29'36" W - 120.16' ALONG THE COMMON NORTH LINE OF THE SAID LOT 6 AND A CALLED LOT 4, BLOCK A OF THE SAID CAT HOLLOW SECTION 1, AND A CALLED LOT 4 OF THE SAID CAT HOLLOW SECTION 1, TO A FOUND 5/8" IRON ROD CAPPED STAMPED "KONTUR TECH", FOR THE COMMON INTERIOR CORNER OF THE SAID 5.132 ACRE TRACT AND THIS TRACT;

THENCE N 67°10'33" W - 10.01' ALONG THE NORTH LINE OF THE SAID LOT 4 TO A FOUND 1/2" IRON ROD AT THE NORTHEAST CORNER OF A CALLED LOT 3, BLOCK A OF THE SAID CAT HOLLOW SECTION 1, FOR THE COMMON INTERIOR CORNER OF THE SAID 5.132 ACRE TRACT AND THIS TRACT;

THENCE N 67°46'50" W - 123.81' ALONG THE COMMON NORTH LINE OF THE SAID LOT 3 AND A CALLED LOT 2, BLOCK A OF THE SAID CAT HOLLOW CAT HOLLOW SECTION 1 TO A FOUND 1/2" IRON ROD AT THE NORTHEAST CORNER OF A CALLED LOT 1, BLOCK A OF THE SAID CAT HOLLOW SECTION , FOR THE COMMON INTERIOR CORNER OF THE SAID 5.132 ACRE TRACT AND THIS TRACT;

THENCE N 67°44'07" W - 61.99' ALONG THE NORTH LINE OF THE SAID LOT 1 TO A SET 1/2" IRON ROD WITH RED CAP STAMPED "TRIAD RPLS 5952" AT THE NORTHEAST CORNER OF A CALLED LOT 8, BLOCK A OF A CALLE CAT HOLLOW SECTION 1-A RECORDED IN CABINET I PAGE 280 PLAT RECORDS OF WILLIAMSON COUNTY TEXAS, FOR THE COMMON INTERIOR CORNER OF THE SAID 5.132 ACRE TRACT AND THIS TRACT;

THENCE N 67°51'17" W - 186.83' ALONG THE COMMON NORTH LONE OF THE SAID LOT 8 AND OF A CALLED LOT 9 AND 10 OF THE SAID CAT HOLLOW SECTION 1-A TO A FOUND 5/8" IRON ROD CAPPED STAMPED "KONTUR TECH" ON THE EAST LINE OF A CALLED LOT 12, BLOCK A OF THE SAID CAT HALLOW SECTION 1-A, FOR THE COMMON SOUTHWEST CORNER OF THE SAID 5.132 ACRE TRACT AND THIS TRACT;

THENCE N 22°37'18" E - 137.99' ALONG THE COMMON EAST LINE OF THE SAID LOT 12 AND A CALLED LOT 13 & LOT 14 OF THE SAID CAT HOLLOW SECTION 1A TO A FOUND 5/8" IRON ROD ON THE SOUTH RIGHT-OF-WAY LINE OF TONKINESE DRIVE, FOR THE COMMON EXTERIOR CORNER OF THE SAID 5.132 ACRE TRACT AND THIS TRACT;

THENCE S 52°37'10" E - 5.86' ALONG THE COMMON LINE OF THE SAID 5.132 ACRE TRACT AND TONKINESE DRIVE TO A FOUND 5/8" IRON ROD CAPPED STAMPED "KONTUR TECH", FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE N 37°11'00" E - 165.02' ALONG THE COMMON EAST LINE OF TONKINESE DRIVE AND A CALLED LOT 13, BLOCK A OF THE SAID CAT HOLLOW SECTION 1-A TO A FOUND 5/8" IRON ROD CAPPED STAMPED "KONTUR TECH" ON THE SOUTH LINE OF A CALLED 26.20 ACRE TRACT CONVEYED TO BRUSHY CREEK MUNICIPAL UTILITY DISTRICT RECORDED IN DOCUMENT NO. 1998007909, FOR THE COMMON NORTHWEST CORNER OF THE SAID 5.132 ACRE TRACT AND THIS TRACT;

THENCE ALONG THE COMMON LINE OF THE SAID 26.20 ACRE TRACT AND THE SAID 5.132 ACRE TRACT FOR THE FOLLOWING COURSES AND DISTANCES:

S 52°37'25" E - 57.09' TO A SET COTTON SPINDLE FOUND WITH WASHER STAMPED "TRIAD RPLS 5952", FOR AN INTERIOR CORNER OF THIS TRACT;
S 57°00'46" E - 56.11' TO A FOUND 5/8" IRON ROD CAPPED STAMPED "KONTUR TECH", FOR AN INTERIOR CORNER OF THIS TRACT
S 67°49'27" E - 359.53' TO A FOUND 5/8" IRON ROD CAPPED STAMPED "KONTUR TECH", FOR AN EXTERIOR CORNER OF THIS TRACT,
S 77°18'02" E - 60.76' TO A FOUND 5/8" IRON ROD CAPPED STAMPED "KONTUR TECH", FOR AN EXTERIOR CORNER OF THIS TRACT;
S 67°51'32" E - 159.94' TO A FOUND COTTON SPINDLE WASHER STAMPED "KONTUR TECH", FOR THE NORTHERNMOST NORTHEAST CORNER OF THIS TRACT;
S 17°01'20" E - 137.12' TO A FOUND 5/8" IRON ROD CAPPED STAMPED "KONTUR TECH", FOR THE EASTERNMOST NORTHEAST CORNER OF THIS TRACT;
S 28°11'28" W - 99.06' TO A FOUND 5/8" IRON ROD CAPPED STAMPED "KONTUR TECH", FOR AN EXTERIOR CORNER OF THIS TRACT;
S 37°14'06" W - 63.10' TO A FOUND 5/8" IRON ROD CAPPED STAMPED "KONTUR TECH", FOR AN INTERIOR CORNER OF THIS TRACT;
S 28°17'11" W - 58.47' TO A FOUND 1/2" IRON ROD AT THE NORTHEAST CORNER OF A CALLED LOT 4, BLOCK B OF A CALLED CAT HOLLOW SECTION 1-A RECORDED IN VOLUME L, PAGE 29 PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N 61°46'03" W - 115.07' ALONG THE COMMON LINE OF THE SAID 5.132 ACRE TRACT AND THE SAID LOT 4 TO A FOUND 1/2" IRON ROD ON THE EAST LINE OF TONKINESE DRIVE, FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE N 27°52'09" E - 13.48' ALONG THE COMMON LINE OF THE SAID 5.132 ACRE TRACT AND TONKINESE DRIVE TO THE **POINT OF BEGINNING** CONTAINING WITHIN THESE METES AND BOUNDS 5.131 ACRES OF LAND.

LINE	BEARING	DISTANCE
L1	N 61°46'03" W	115.07'
L2	N 27°52'09" E	13.48'
L3	N 61°51'05" W	117.69'
L4	N 65°20'15" W	59.89'
L5	N 66°29'36" W	120.16'
L6	N 67°10'33" W	10.01'
L7	N 67°46'50" W	123.81'
L8	N 67°44'07" W	61.99'
L9	S 52°37'25" E	57.09'
L10	S 57°00'46" E	56.11'
L11	S 77°18'02" E	60.76'
L12	S 37°14'06" W	63.10'
L13	S 28°17'11" W	58.47'
L14	S 22°10'33" W	105.39'
L15	S 46°09'05" W	180.53'
L16	N 28°08'53" E	45.96'
L17	S 61°51'05" E	115.45'
L18	N 61°51'05" W	115.45'
L19	N 28°08'55" E	60.00'
L20	S 61°51'05" E	125.05'
L21	S 37°14'06" W	1.18'
L22	N 61°51'05" W	125.05'
L23	N 28°08'55" E	32.04'
L24	S 80°48'05" E	132.79'
L25	N 80°48'05" W	132.85'
L26	N 48°13'35" E	131.05'
L27	S 28°11'28" W	19.10'
L28	N 25°09'20" W	131.85'
L29	S 48°13'35" W	131.05'
L30	N 25°09'20" W	91.94'
L31	N 67°49'27" W	82.17'
L32	S 28°08'54" W	88.44'
L33	N 61°51'05" W	120.85'
L34	N 22°10'33" E	105.39'
L35	S 25°09'20" E	131.85'
L36	N 61°51'05" W	130.41'
L37	N 28°08'54" E	88.44'
L38	S 67°49'27" E	82.17'
L39	S 25°09'20" E	91.94'
L40	N 61°51'05" W	154.00'
L41	N 28°08'54" E	55.00'
L42	S 61°51'05" E	130.41'
L43	S 28°08'55" W	19.33'
L44	N 61°51'06" W	200.00'
L45	N 28°08'54" E	55.00'
L46	S 61°51'05" E	154.00'
L47	N 46°09'05" E	180.53'
L48	S 61°51'05" E	120.85'
L49	S 28°08'54" W	110.00'
L50	S 61°51'06" E	200.00'
L51	S 28°08'55" W	35.00'
L52	S 52°37'10" E	5.86'

PRELIMINARY

THIS DOCUMMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	25.00'	34.83'	32.08'	N 11°46'10" W	79°50'09"
C2	60.00'	27.95'	27.70'	S 38°19'35" E	26°41'23"
C3	60.00'	62.65'	59.85'	S 04°56'00" W	59°49'48"
C4	60.00'	50.41'	48.94'	S 58°54'55" W	48°08'03"
C5	60.00'	37.79'	37.17'	N 78°58'29" W	36°05'09"
C6	60.00'	47.09'	45.89'	N 38°26'57" W	44°57'55"
C7	60.00'	40.22'	39.47'	N 03°14'14" E	38°24'27"
C8	60.00'	5.98'	5.97'	N 25°17'41" E	5°42'27"

STREET NAME	ROADWAY CLASSIFICATION	R.O.W. WIDTH	PAVEMENT WIDTH	PUBLIC/PRIVATE	RURAL/URBAN	LENGTH	DESIGN SPEED (MPH)
TONKINESE COURT	LOCAL	50'	30'	PUBLIC	URBAN	138'	25

LEGEND

- ● – 5/8" IRON ROD FOUND WITH CAP STAMPED "KONTUR TECH" (UNLESS OTHERWISE NOTED)
- O – 1/2" IRON ROD SET WITH RED CAP MARKED "TRIAD RPLS 5952"
- ▲ – – COTTON SPINDLE FOUND WITH WASHER STAMPED "TRIAD RPLS 5952"
- △ – COTTON SPINDLE SET WITH WASHER STAMPED "TRIAD RPLS 5952"
- — — – EASEMENT LINE
- ——— – BUILDING SETBACK LINE
- W.L.E. –WATER LINE EASEMENT
- B.S.L. – BUILDING SETBACK LINE
- P.U.E. – PUBLIC UTILITY EASEMENT
- W.E. – WASTEWATER EASEMENT

BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE

50 0 50 100 150 200 250 300

SCALE: 1" = 100 FEET

TRIAD SURVEYING

SHEET 1 OF 2

SURVEYING, INC. FIRM REGISTRATION NO. 10007900

528 COUNTY ROAD 325 P.O. BOX 1489 ROCKDALE, TX. 76567

PRELIMINARY PLAT OF
CAT HOLLOW SECTION ONE-B
ALL OF A 5.132 ACRE TRACT IN THE
JOHN MCQUEEN SURVEY, A-425
WILLIAMSON COUNTY, TEXAS

Completion Date:	08/15/24	Drawn by:	TT
Scale:	1"=100'	Surveyed by:	CA/OK
PROJECT NO.	S24–286	Checked by:	BL

PRELIMINARY PLAT OF
CAT HOLLOW SECTION ONE-B

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, AKBER ALI, DIRECTOR OF 1130 AIRPORT INC.OF THE CERTAIN TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED DEED RECORDED IN DOCUMENT NO. 2024054631 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE, AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS

SUBDIVISION IS TO BE KNOWN AS _____(NAME OF SUBDIVISION).
TO CERTIFY WHICH, WITNESS BY MY HAND THIS _____ DAY OF

_____, 20____.

_____
AKBER ALI
DIRECTOR
7102 AVIGNON DR.
ROUND ROCK, TEXAS 78681

STATE OF TEXAS
COUNTY OF WILLIAMSON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS THE

_____ DAY OF _____, 2_____, PERSONALLY

APPEARED AKBER ALI, DIRECTOR OF 1130 AIRPORT INC., KNOWN BY ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED ON THE FOREGOING INSTRUMENT AND SHE ACKNOWLEDGED BEFORE ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
PRINTED NAME

_____
DATE NOTARY COMMISSION EXPIRES

STATE OF TEXAS §
§KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

I, NICHOLAS SANDLIN, DO HERBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS. THIS TRACT IS NOT LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE

_____
NICHOLAS SANDLIN DATE
REGISTERED PROFESSIONAL ENGINEER NO. 124404
STATE OF TEXAS

STATE OF TEXAS §
§KNOW ALL MEN BY THESE PRESENTS
COUNTY OF MILAM §

I, BRADLEY LIPSCOMB, REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS ADOPTED BY WILLIAMSON COUNTY, TEXAS.

_____
BRADLEY L. LIPSCOMB
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5952
STATE OF TEXAS

PRELIMINARY

THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

OWNERS:	1130 AIRPORT, INC. 7100 AVIGNON DRIVE ROUND ROCK, TX 78681
ACREAGE:	5.131 ACRES
PATENT SURVEY:	JOHN MCQUEEN SURVEY, A-425
SUBMITTAL DATE: DATE OF PLANNING AND ZONING REVIEW:	02/24/2025 _____
ENGINEER:	NICHOLAS SANDLIN, PE 124404 SANDLIN SERVICES, LLC 9111 JOLLYVILLE RD. STE. 212 AUSTIN, TX 78759 (806) 679 7303 TBPELS FIRM NO. 21356
SURVEYOR:	BRADLEY L. LIPSCOMB, RPLS 5952 TRIAD SURVEYING, INC. P.O. BOX 1489 ROCKDALE, TX 76567 TBPELS FIRM REGISTRATION NO. 10007900
BEARING BASIS:	TEXAS STATE PLANE COORDINATE SYSTEM CENTRAL ZONE 4203 NAD 83
NUMBER OF BLOCKS:	1
NUMBER OF LOTS:	11 (5.131 ACRES)
LINEAR FEET OF NEW STREETS:	181.30 FEET
ACREAGE BY LOT TYPE:	5.132 ACRES DEVELOPMENT
NUMBER OF LOTS BY TYPE:	11 LOT DEVELOPMENT
SITE BENCHMARK:	MARKED FIRE HYDRANT BOLT N:10156368.95 E:3117433.48 ELEV. = 818.83 NAVD88

STATE OF TEXAS §
§KNOW ALL MEN BY THESE
PRESENTS
COUNTY OF WILLIAMSON §

I, BILL GRAVELL, JR, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS IN THE STATE, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AND BY THE SAID COURT DULY CONSIDERED. WERE ON THIS DATE APPROVED AND THAT THIS PLAT AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

_____
BILL GRAVELL JR., COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, NANCY E. RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FORGOING INSTUMENT

IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION, WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DATE OF
_____, 20_____ A.D., AT _____ O'CLOCK, _____M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN

INSTRUMENT NO. _____

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN,

TEXAS, THAT DATE LAST SHOWN ABOVE WRITTEN.

NANCY E. RISTER, CLERK COUNTY COURT OF WILLIAMSON COUNTY, TEXAS

BY:_____ _____, DEPUTY

TRIAD SURVEYING

SHEET 2 OF 2

SURVEYING, INC. FIRM REGISTRATION NO. 10007900
528 COUNTY ROAD 325 P.O. BOX 1489 ROCKDALE, TX. 76567

PRELIMINARY PLAT OF
CAT HOLLOW SECTION ONE-B
ALL OF A 5.132 ACRE TRACT IN THE
JOHN MCQUEEN SURVEY, A-425
WILLIAMSON COUNTY, TEXAS

Completion Date:	08/15/24	Drawn by:	TT
Scale:	1"=100'	Surveyed by:	CA/OK
PROJECT NO.	S24-286	Checked by:	BL

Commissioners Court - Regular Session **30.**

Meeting Date: 05/06/2025

Replat for the South San Gabriel Ranches a portion of Tract 9 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 approval of the replat for the South San Gabriel Ranches a portion of Tract 9 subdivision – Precinct 2.

Background

This is a replat of a portion of Tract 9 of the South San Gabriel Ranches subdivision. It consists of 1 lot and no new public roads on 3.7 acres.

Timeline

2024-12-03 – initial submittal of the replat
2024-12-27 – 1st review complete with comments
2025-01-16 – 2nd submittal of replat
2025-01-29 – 2nd review complete with comments
2025-02-06 – 3rd submittal of replat
2025-02-19 – 3rd review complete with comments
2025-04-24 – 4th submittal of replat with signatures
2025-04-28 – 4th review complete with comments clear
2025-05-01 – replat placed on the May 6, 2025, Commissioners Court agenda for consideration

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

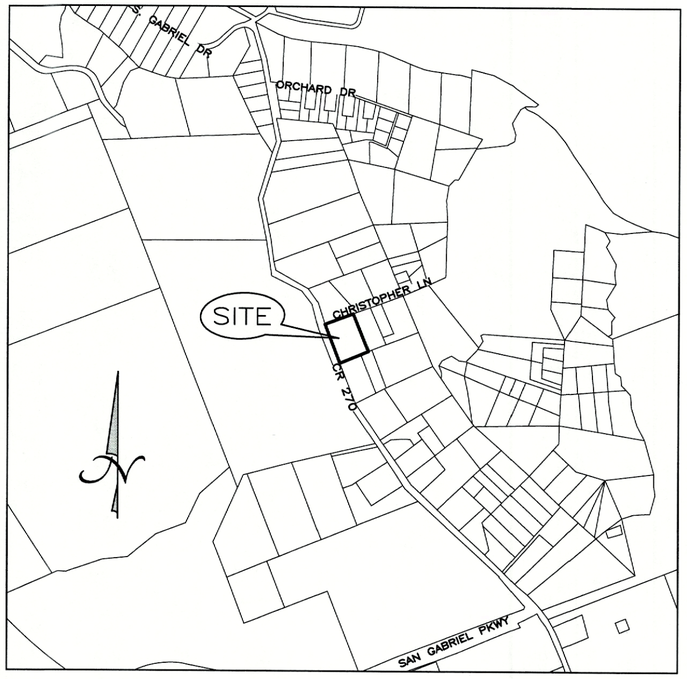
replat - South San Gabriel Ranches Tract 9

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:35 PM
Form Started By: Adam Boatright		Started On: 05/01/2025 11:49 AM
Final Approval Date: 05/01/2025		

REPLAT OF A PORTION OF TRACT 9, SOUTH SAN GABRIEL RANCHES

3.70 ACRES OUT OF THE HENRY GARMES SURVEY, ABSTRACT No. 269, PART OF TRACT 9, SOUTH SAN GABRIEL RANCHES, A SUBDIVISION SITUATED IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET B, SLIDE 86, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.



LOCATION MAP

BEING 3.70 ACRES OF LAND SITUATED IN WILLIAMSON COUNTY, TEXAS, OUT OF THE HENRY GARMES SURVEY, ABSTRACT NO. 269, AND BEING PART OF TRACT 9 OF SOUTH SAN GABRIEL RANCHES, A SUBDIVISION IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET B, SLIDE 86 OF THE PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, AND BEING THAT SAME PROPERTY CONVEYED TO LEANDER 270, LLC, IN A WARRANTY DEED RECORDED UNDER DOCUMENT NO. 2021140389 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8" iron rod found in the pavement, near the centerline of County Road 270, an easement to Williamson County as shown on the recorded plat, for the northwest corner of a called 2.68 acres, conveyed to George L. Dill & Lucille Dill, in a Warranty Deed recorded in Volume 1396, Page 566 of the Official Records of Williamson County, Texas, the southwest corner of said Leander 270, LLC tract, and the herein described tract;

THENCE: N 22°33'49" W, 340.90 feet along the centerline of said County Road 270 easement, the west line of said Tract 9, the west line of said Leander 270, LLC tract, and the herein described tract, to a cotton spindle found, for an angle point;

THENCE: N 17°57'34" W, 129.18 feet along the centerline of said County Road 270 easement, the west line of said Tract 9, the west line of said Leander 270, LLC tract, and the herein described tract, to a 60D nail found at the intersection of the centerline of said County Road 270 easement and the centerline of Christopher Lane, an easement to Williamson County as shown on the recorded plat, for the southwest corner of a called 2.95 acres conveyed to Colten Zane Napier, and described in an Administrator's Distribution Deed recorded under Document No. 2021078333 of said Official Public Records, the northwest corner of said Tract 9, said Leander 270, LLC tract, and the herein described tract;

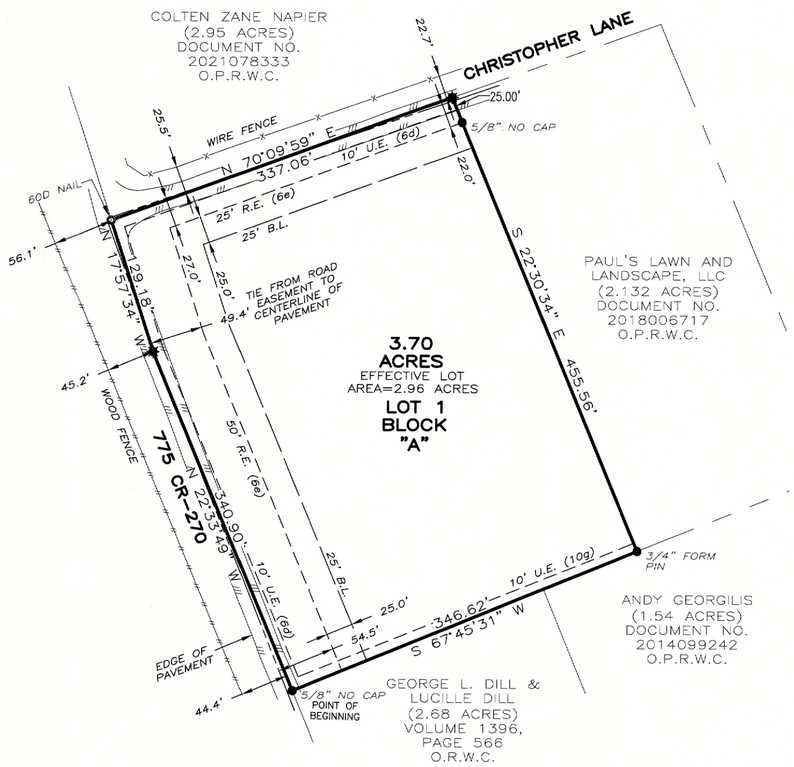
THENCE: N 70°09'59" E, 337.06 feet along the centerline of said Christopher Lane easement, the south line of said Napier tract, the north line of said Tract 9, said Leander 270, LLC tract, and the herein described tract, to a cotton spindle found, for the northwest corner of a called 2.132 acres, conveyed to Paul's Lawn and Landscape, LLC, in a Warranty Deed recorded under Document No. 2018006717 of said Official Public Records, the northeast corner of said Leander 270, LLC tract, and the herein described tract;

THENCE: S 22°30'34" E, along the west line of said Paul's Lawn and Landscape, LLC tract, into, over and across said Tract 9, the east line of said Leander 270, LLC tract, and the herein described tract, at 25.00 feet passing a 5/8" iron rod found, for the south line of said Christopher Lane easement, continuing in all 455.56 feet to a ¾" form pin found in the north line of a called 1.54 acres, conveyed to Andy Georgilis, in a Warranty Deed recorded under Document No. 2014099242 of said Official Public Records, for the southwest corner of said Paul's Lawn and Landscape, LLC tract, the southeast corner of said Leander 270, LLC tract, and the herein described tract;

THENCE: S 67°45'31" W, 346.62 feet, in part along the north line of said Georgilis tract, the north line of said Dill tract, the south line of said Tract 9, Leander 270, LLC tract, and the herein described tract, to the Point of Beginning, and containing a computed area of 3.70 acres more or less.

NOTE:
This property is subject to those easements and/or restrictions listed in The Owner's Policy of Title Insurance issued by: Old Republic National Title Insurance Company on September 15, 2022, File No.: 2149088–LBH

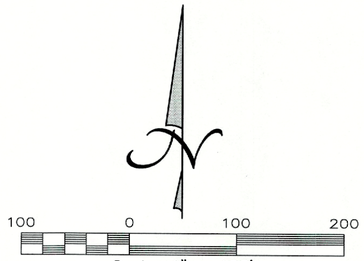
1) Restrictive Covenants – Cab. B, Sld. 86, Vol. 874, Pg. 230
6d) 10' Utility easement along all tract lines – Cab. B, Sld. 86
6e) 50' and 25' road easements as shown – Cab. B, Sld. 86
6f) Electric utility easement – Vol. 516, Pg. 416 (blanket type easement)
6g) Electric and/or telephone easement – Vol. 518, Pg. 545
6h) roadway easement – Vol. 577 Pg. 134



LEGEND	
●	5/8" IRON ROD FOUND (UNLESS OTHERWISE NOTED)
✸	COTTON SPINDLE FOUND
◎	60D NAIL FOUND
B.L.	BUILDING SETBACK LINE
U.E.	UTILITY EASEMENT
R.E.	ROAD EASEMENT
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS

GENERAL 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 owner.
2. Water service is provided by: AQUA WATER SUPPLY, Wastewater service is provided by: OSSF
3. Except as may be modified of hereon, this plat is subject to all applicable plat notes and restrictions as set forth in the original plat of SOUTH SAN GABRIEL RANCHES, as recorded in Cabinet B, Slide 86, in the Plat Records of Williamson County, Texas.
4. All sidewalks within this subdivision are to be maintained by each of the adjacent property owners.
5. 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.
6. No Portion of this subdivision is encroached by a Special Flood Hazard Area(s) inundated by the 100–year (1% chance) flood as identified by the U.S. Federal Emergency Management Agency Flood Insurance Rate Map, Community Panel No. 48491C0455F, effective date December 20, 2019, for Williamson County, Texas.
7. A Certificate of Compliance is hereby issued 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.
8. No building or structures are permitted in drainage easements. No fences or landscaping are permitted in drainage easements except as approved by Williamson County.
9. This subdivision is exempt from providing storm–water management controls (detention) at the time of filing this plat based on Williamson County Subdivision Regulation B11.1.4. Prior to any development within this subdivision, storm–water management controls shall be designed, constructed and maintained by the owner in accordance with the applicable regulations in effect at the time of development. Contact the Williamson County Floodplain Administrator for review and approval of the proposed stormwater management controls prior to any development within this subdivision.
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
11. 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
12. The minimum finished floor elevation shall be at least one foot above the adjacent finished grade and base flood elevation. Exceptions can be made at entrance and egress points, where necessary, to meet the Americans with Disabilities Act (ADA). Recreational vehicle parking pads must also be placed at least one foot above base flood elevation.
13. 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.
14. 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.
15. All public roadways and easements as shown on this plat are free of liens.
16. 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.
17. 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.
18. This tract is not located within the Edwards Aquifer Recharge Zove.



Scale: 1" = 100'

BEARINGS CITED HEREON BASED ON STATE PLANE COORDINATES, GRID NORTH, CENTRAL ZONE, TEXAS NAD 83.

REPLAT OF A PORTION OF TRACT 9, SOUTH SAN GABRIEL RANCHES

TOTAL ACREAGE:	3.70 ACRES
NO. OF BLOCKS:	1
NO. OF LOTS:	1
NEW STREETS:	NONE
SUBMISSION DATE:	SEPTEMBER 2024
2ND SUBMITTAL:	
3RD SUBMITTAL:	

OWNER/SUBDIVIDER:
LEANDER 270, LLC
5411 WILLIAMS DR. SUITE 303
GEORGETOWN, TX 78633

SURVEYOR:
TEXAS LAND SURVEYING, INC.
3613 WILLIAMS DRIVE, SUITE 903
GEORGETOWN, TEXAS 78628
(512) 930–1600

SHEET 1: PLAT
SHEET 2: SIGNATURE PAGE

Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930–1600/(512) 930–9389 fax
www.texas–ls.com
TBPLS FIRM NO.10056200

PROJECT No. 210838
DATE OF PLAT PREPARATION: SEPTEMBER 2024

SHEET 1 OF 2

REPLAT OF A PORTION OF TRACT 9, SOUTH SAN GABRIEL RANCHES

3.70 ACRES OUT OF THE HENRY GARMES SURVEY, ABSTRACT No. 269, PART OF TRACT 9, SOUTH SAN GABRIEL RANCHES, A SUBDIVISION SITUATED IN WILLIAMSON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET B, SLIDE 86, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS.

OWNER'S SIGNATURE

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

That Spencer Fillmore, for Leander 270, LLC is the owner of the certain 3.70 acres of land shown hereon and described in the deed recorded as Document No. 2021140389 of the Official Public Records of Williamson County, Texas, do hereby re-subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as REPLAT OF A PORTION OF TRACT 9, SOUTH SAN GABRIEL RANCHES.

TO CERTIFY WHICH, WITNESS by my hand this 23 day of April, 2025

LEANDER 270, LLC
5411 Williams Dr. Suite 303
Georgetown, TX 78633

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Karyn Tham Desai known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this 23 day of April, 2025

Notary Public in and for the State of Texas
My Commission expires on: 4/11/2028.

Karyn Tham Desai
My Commission Expires
4/11/2028
Notary ID 134848352

LIEN HOLDER'S CERTIFICATION:

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF ~~WILLIAMSON~~ FRIO §

That I, Mike Wilson, for Security State Bank, Lien Holder of the certain 3.70 acres of land, as described in a deed recorded as Document No. 2021140390, Official Public Records, Williamson County, Texas, do hereby consent to the subdivision of said tract as shown hereon; and do hereby consent to all plat note requirements shown hereon, and do hereby dedicate to Williamson County the streets, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Williamson County may deem appropriate. This subdivision is to be known as REPLAT OF A PORTION OF TRACT 9, SOUTH SAN GABRIEL RANCHES.

TO CERTIFY WHICH, WITNESS by my hand this 23rd day of April, 2025

Mike Wilson
Security State Bank
P.O. Drawer S
Pearsall, TX 78061

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF ~~WILLIAMSON~~ FRIO §

Before me, the undersigned, a notary public in and for said county and state, on this day personally appeared Mike Wilson, known to me to be the person whose name is subscribed to the foregoing instrument.

GIVEN UNDER MY HAND AND SEAL of office this 23rd day of April, 2025.

Rhonda Lesak
Notary Public in and for the State of Texas
My Commission expires on: 3.18.2026.

RHONDA LESAK
Notary Public
STATE OF TEXAS
NOTARY ID # 621362-5
My Comm. Expires 03-18-2026

SURVEYOR'S CERTIFICATION

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, DANNY J. STARK, Registered Professional Land Surveyor in the State Of Texas, do hereby certify that this plat is true and correctly made from an actual survey made on the ground of the property legally described hereon, and that there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, and that the corner monuments shown hereon were properly placed under my supervision in accordance with the Subdivision Regulations of Williamson County, Texas. This tract is not located within the Edwards Aquifer Recharge Zone.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas, this 17th day of April, 2025

DANNY J. STARK
Registered Professional Land Surveyor No. 5602
State of Texas

STATE OF TEXAS
REGISTERED
DANNY J. STARK
5602
PROFESSIONAL
LAND SURVEYOR

ENGINEER'S CERTIFICATION:

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, ANTHONY GOODE, Registered Professional Engineer in the State of Texas, do hereby certify that this subdivision is in the Edwards Aquifer Transition Zone and is not encroached by a Zone A flood area, as denoted herein, and as defined by Federal Emergency Management Administration Flood Hazard Boundary Map, Community Panel Number 48491C0455F, effective date December 20, 2019, and that each lot conforms to Williamson County regulations.

TO CERTIFY WHICH, WITNESS my hand and seal at Georgetown, Williamson County, Texas this 18th day of April, 2025.

PE Texas Registration # 97263

STATE OF TEXAS
ANTHONY H. GOODE
97263
LICENSED
PROFESSIONAL ENGINEER

ON-SITE SEWAGE FACILITY APPROVAL

Based upon the above representations of the engineer or surveyor whose seal is affixed hereto, and after a review of the survey as represented by the said engineer or surveyor, I find that this plat complies with the requirements of Edwards Aquifer Regulations for Williamson County and Williamson County On-Site Sewage Facility Regulations. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. The Williamson County Engineer's office and Williamson County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

Adam Boatright, PE,
Williamson County Engineer

4/29/2025
Date

911 ADDRESSING APPROVAL

Road name and address assignments verified this the 23rd day of April, 2025 A.D.

Teresa Baker
Williamson County Addressing Coordinator

COUNTY JUDGE APPROVAL

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, Steven Snell, County Judge of Williamson County, Texas, do hereby certify that this map or plat, with field notes hereon, for a subdivision having been fully presented to the Commissioners Court of Williamson County, Texas, and by the said Court duly considered, were on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Williamson County, Texas.

Steven Snell, County Judge
Williamson County, Texas

Date

COUNTY CLERK'S CERTIFICATION:

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, Nancy Rister, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on

the _____ day of _____, 20____, A.D., at ____o'clock __M. and duly recorded

this _____ day of_____, 20_____, A.D., at ____o'clock __M. in the Official Public

Records of said County, in Instrument No. _____,

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL at the County Court of said County, at my office in Georgetown, Texas, the date last shown above written.

Nancy E. Rister, Clerk County Court of Williamson County, Texas

By: _____, Deputy

Texas Land Surveying, Inc.
3613 Williams Drive, Suite 903 – Georgetown, Texas 78628
(512) 930-1600/(512) 930-9389 fax
www.texas-ls.com
TBPLS FIRM NO.10056200

IF THIS DOCUMENT DOES NOT CONTAIN THE RED STAMPED SEAL OF THE UNDERSIGNED SURVEYOR, IT IS AN UNAUTHORIZED/ILLEGAL COPY. TEXAS LAND SURVEYING, INC. ASSUMES NO LIABILITY FROM THE USE OF ANY UNAUTHORIZED/ILLEGAL DOCUMENT.

Commissioners Court - Regular Session **31.**

Meeting Date: 05/06/2025

Final plat for the Tesoro Section 3 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 approval of the final plat for the Tesoro Section 3 subdivision – Precinct 2.

Background

This is the final section of the Tesoro development. It consists of 14 residential lots and 1,168 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $472,239.00 has been posted with the County to cover the cost of the remaining construction.

Timeline

2024-12-23 – initial submittal of the final plat
2025-01-21 – 1st review complete with comments
2025-02-07 – 2nd submittal of final plat
2025-02-19 – 2nd review complete with comments
2025-03-11 – 3rd submittal of final plat
2025-03-24 – 3rd review complete with comments
2025-04-21 – 4th submittal of final plat with signatures
2025-04-29 – 4th review complete with comments clear
2025-05-01 – final plat placed on the May 6, 2025, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

final plat - Tesoro Sec 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 11:42 AM
Form Started By: Adam Boatright		Started On: 05/01/2025 11:36 AM
Final Approval Date: 05/01/2025		

FINAL PLAT OF TESORO SUBDIVISION, SECTION 3

A **17.530 ACRE** TRACT OF LAND, LOCATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A CALLED 17.530 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 2021094810 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NEW RESIDENTIAL LOTS: 15

FIELD NOTES FOR A 17.530 ACRE TRACT OF LAND

A 17.530 ACRE TRACT OF LAND, LOCATED IN THE B. MANLOVE SURVEY, ABSTRACT NO. 417, WILLIAMSON COUNTY, TEXAS, AND BEING ALL OF A CALLED 17.530 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 2021094810 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 17.530 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND COTTON SPINDLE IN THE NORTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 258, A CALLED 120' WIDE RIGHT-OF-WAY IN SAID DOCUMENT NO. 2021094810, FOR THE SOUTHEAST CORNER OF LOT 9, BLOCK A OF THE TESORO SUBDIVISION, SECTION ONE OF RECORD IN DOCUMENT NO. 2018030645 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF SAID 17.530 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: DEPARTING THE NORTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 258, AND THE SOUTHEASTERLY LINES OF SAID TESORO SUBDIVISION, SECTION ONE AND THE NORTHWESTERLY LINES OF SAID 17.530 ACRE TRACT, THE FOLLOWING FOURTEEN (14) COURSES:

1. N 05° 04' 11" E, A DISTANCE OF 316.83 FEET TO A SET ½" IRON ROD WITH A RED PLASTIC CAP STAMPED "MATKIN HOOVER ENG. & SURVEY" FOR A POINT OF CURVATURE,
2. WITH A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 60.00 FEET AN ARC LENGTH OF 76.58 FEET, A DELTA ANGLE OF 73° 07' 34" AND A CHORD BEARS, N 58° 30' 24" E, A DISTANCE OF 71.48 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" FOR A POINT OF REVERSE CURVATURE,
3. WITH A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 21.68 FEET, A DELTA ANGLE OF 49° 40' 47" AND A CHORD BEARS, N 46° 47' 00" E, A DISTANCE OF 21.00 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" FOR A POINT OF NON-TANGENCY,
4. N 18° 22' 36" W, A DISTANCE OF 60.00 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" FOR CORNER,
5. S 71° 37' 24" W, A DISTANCE OF 10.04 FEET TO A FOUND ½" IRON ROD FOR A POINT OF CURVATURE,
6. WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 39.16 FEET, A DELTA ANGLE OF 89° 45' 28" AND A CHORD BEARS, N 63° 29' 52" W, A DISTANCE OF 35.28 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" FOR A POINT OF TANGENCY,
7. N 18° 37' 08" W, A DISTANCE OF 61.81 FEET TO A FOUND ½" IRON ROD FOR A POINT OF CURVATURE,
8. WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 100.87 FEET, A DELTA ANGLE OF 21° 24' 19" AND A CHORD BEARS, N 07° 54' 58" W, A DISTANCE OF 100.28 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" AT THE SOUTHWEST CORNER OF LOT 8, BLOCK B OF SAID TESORO SUBDIVISION, SECTION ONE, FOR THE NORTHWEST CORNER OF SAID 17.530 ACRE TRACT AND THE TRACT DESCRIBED HEREIN,
9. N 49° 01' 43" E, A DISTANCE OF 224.73 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" FOR CORNER,
10. N 45° 09' 02" E, A DISTANCE OF 121.76 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" FOR CORNER,
11. N 53° 35' 11" E, A DISTANCE OF 107.90 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" FOR CORNER,
12. N 70° 03' 14" E, A DISTANCE OF 87.08 FEET TO A FOUND ½" IRON ROD FOR CORNER,
13. N 72° 31' 19" E, A DISTANCE OF 280.62 FEET TO A FOUND ½" IRON ROD FOR CORNER, AND
14. N 68° 42' 57" E, A DISTANCE OF 299.75 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" IN THE WEST LINE OF A CALLED 1.25 ACRE TRACT OF LAND KNOWN AS RESERVE 'B' AS DESCRIBED OF RECORD IN DOCUMENT NO. 2017039582 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF SAID 17.530 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

THENCE: WITH THE COMMON LINE BETWEEN SAID 1.25 ACRE TRACT AND SAID 17.530 ACRE TRACT, THE FOLLOWING SEVEN (7) COURSES:

1. S 09° 04' 49" E, A DISTANCE OF 171.80 FEET TO A FOUND ½" IRON ROD FOR CORNER,
2. S 24° 08' 02" E, A DISTANCE OF 134.51 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" FOR A POINT OF CURVATURE,
3. WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 40.51 FEET, A DELTA ANGLE OF 92° 50' 16" AND A CHORD BEARS, S 22° 17' 27" W, A DISTANCE OF 36.22 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" FOR A POINT OF NON-TANGENCY,
4. S 26° 29' 54" E, A DISTANCE OF 60.25 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" FOR A POINT OF CURVATURE,
5. WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 38.03 FEET, A DELTA ANGLE OF 87° 09' 55" AND A CHORD BEARS, S 67° 42' 33" E, A DISTANCE OF 34.47 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" FOR A POINT OF NON-TANGENCY,
6. S 24° 08' 02" E, A DISTANCE OF 180.92 FEET TO A FOUND ½" IRON ROD FOR CORNER AT THE NORTH END OF A CUTBACK, AND
7. S 22° 14' 04" W, WITH SAID CUTBACK, A DISTANCE OF 103.50 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" AT THE SOUTH END OF SAID CUTBACK, IN THE NORTHWEST RIGHT-OF-WAY LINE OF SAID COUNTY ROAD NO. 258, FOR THE SOUTHEAST CORNER OF SAID 17.530 ACRE TRACT AND THE TRACT DESCRIBED HEREIN;

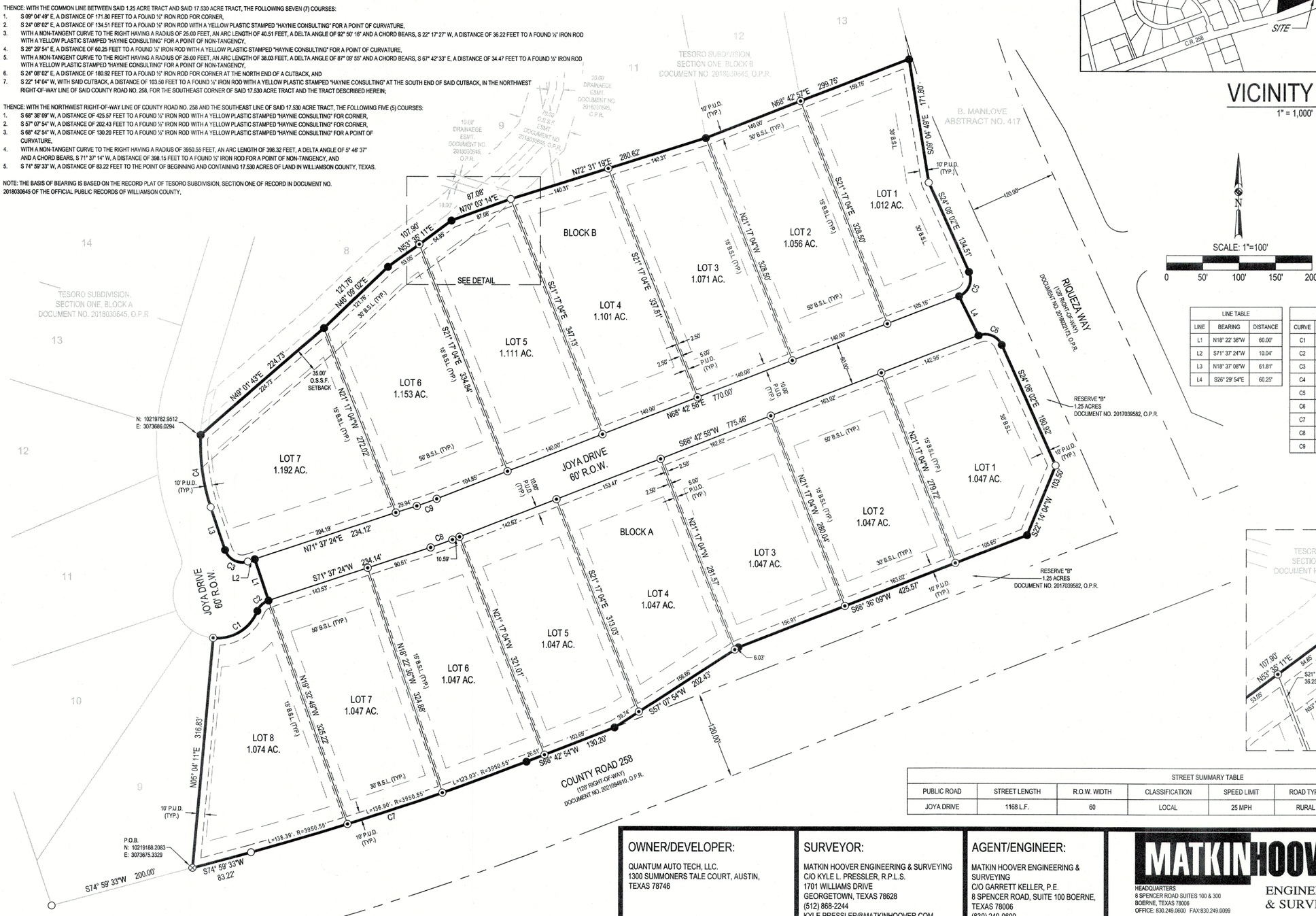
THENCE: WITH THE NORTHWEST RIGHT-OF-WAY LINE OF COUNTY ROAD NO. 258 AND THE SOUTHEAST LINE OF SAID 17.530 ACRE TRACT, THE FOLLOWING FIVE (5) COURSES:

1. S 68° 36' 09" W, A DISTANCE OF 425.57 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" FOR CORNER,
2. S 57° 07' 54" W, A DISTANCE OF 202.43 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" FOR CORNER,
3. S 68° 42' 54" W, A DISTANCE OF 130.20 FEET TO A FOUND ½" IRON ROD WITH A YELLOW PLASTIC STAMPED "HAYNIE CONSULTING" FOR A POINT OF CURVATURE,
4. WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3950.55 FEET, AN ARC LENGTH OF 398.32 FEET, A DELTA ANGLE OF 5° 46' 37" AND A CHORD BEARS, S 71° 37' 14" W, A DISTANCE OF 398.15 FEET TO A FOUND ½" IRON ROD FOR A POINT OF NON-TANGENCY, AND
5. S 74° 59' 33" W, A DISTANCE OF 83.22 FEET TO THE POINT OF BEGINNING AND CONTAINING 17.530 ACRES OF LAND IN WILLIAMSON COUNTY, TEXAS.

NOTE: THE BASIS OF BEARING IS BASED ON THE RECORD PLAT OF TESORO SUBDIVISION, SECTION ONE OF RECORD IN DOCUMENT NO. 2018030645 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY,

VICINITY MAP

1" = 1,000'



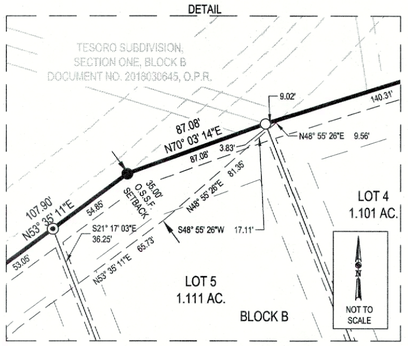
LEGEND

●	FOUND 1/2" IRON ROD WITH A YELLOW "HAYNIE CONSULTING" PLASTIC CAP
○	FOUND 1/2" IRON ROD
⊗	FOUND COTTON SPINDLE
⊙	SET 1/2" IRON ROD WITH A RED "MATKIN-HOOVER ENG. & SURVEY" PLASTIC CAP
B.S.L.	BUILDING SETBACK LINE
R.O.W.	RIGHT OF WAY
P.U.D.	PUBLIC UTILITY & DRAINAGE EASEMENT
O.P.R.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.S.S.F.	ON SITE SEWAGE FACILITIES

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N18° 22' 36"W	60.00'
L2	S71° 37' 24"W	10.04'
L3	N18° 37' 08"W	61.81'
L4	S26° 29' 54"E	60.25'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	60.00'	76.58'	73°07'34"	N58° 30' 24"E	71.48'
C2	25.00'	21.68'	49°40'47"	N46° 47' 00"E	21.00'
C3	25.00'	39.16'	89°45'28"	N63° 29' 52"W	35.28'
C4	270.00'	100.87'	21°24'19"	N07° 54' 58"W	100.28'
C5	25.00'	40.51'	92°50'16"	S22° 17' 27"W	36.22'
C6	25.00'	38.03'	87°09'55"	S67° 42' 33"E	34.47'
C7	3950.55'	398.32'	5°46'37"	S71° 37' 14"W	398.15'
C8	630.00'	31.97'	2°54'26"	S70° 10' 11"W	31.96'
C9	570.00'	28.92'	2°54'26"	N70° 10' 11"E	28.92'

DETAIL



STREET SUMMARY TABLE							
PUBLIC ROAD	STREET LENGTH	R.O.W. WIDTH	CLASSIFICATION	SPEED LIMIT	ROAD TYPE	PAVEMENT WIDTH	CURB TYPE
JOYA DRIVE	1168 L.F.	60	LOCAL	25 MPH	RURAL	26'	1.5' RIBBON CURB

OWNER/DEVELOPER:

QUANTUM AUTO TECH, LLC.
1300 SUMMONERS TALE COURT, AUSTIN, TEXAS 78746

SURVEYOR:

MATKIN HOOVER ENGINEERING & SURVEYING
C/O KYLE L. PRESSLER, R.P.L.S.
1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
(512) 868-2244
KYLE.PRESSLER@MATKINHOOVER.COM

AGENT/ENGINEER:

MATKIN HOOVER ENGINEERING & SURVEYING
C/O GARRETT KELLER, P.E.
8 SPENCER ROAD, SUITE 100 BOERNE, TEXAS 78006
(830) 249-0600
GKELLER@MATKINHOOVER.COM

MATKINHOOVER ENGINEERING & SURVEYING

HEADQUARTERS
8 SPENCER ROAD SUITES 100 & 300
BOERNE, TEXAS 78006
OFFICE: 830.249.0600 FAX:830.249.0099

1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
OFFICE: 512.868.2244

TEXAS REGISTERED ENGINEERING FIRM F-004512
BOERNE, TEXAS REGISTERED SURVEYING FIRM F-10024000
GEORGETOWN, TEXAS REGISTERED SURVEYING FIRM F-10194347
CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

ORIGINAL SUBMITTAL DATE: OCTOBER, 9 2024

MHE JOB NO. - 3470
MHS JOB NO. - 24-5015

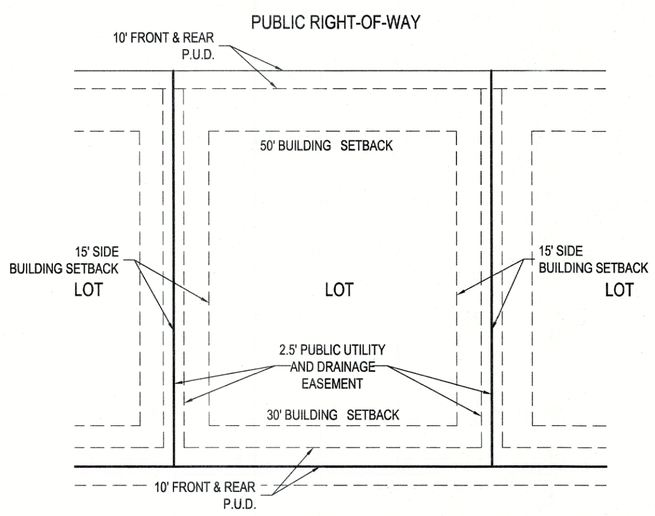
FINAL PLAT OF TESORO SUBDIVISION, SECTION 3

A **17.530 ACRE** TRACT OF LAND, LOCATED IN THE B. MANLOVE SURVEY, ABSTRACT 417, WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A CALLED 17.530 ACRE TRACT OF LAND AS DESCRIBED OF RECORD IN DOCUMENT NO. 2021094810 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

NEW RESIDENTIAL LOTS: 15

NOTES:

1. ACREAGE OF SUBDIVISION = 17.530 ACRES. THE OVERALL AVERAGE DENSITY OF LOTS IN THIS SUBDIVISION IS 1.17 AC/LOT.
2. NO LOTS IN THIS SUBDIVISION ARE ENCROACHED BY SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100 YEAR FLOOD AS IDENTIFIED BY THE U.S. FEDERAL EMERGENCY MANAGEMENT AGENCY BOUNDARY MAP, (FLOOD INSURANCE RATE MAP), COMMUNITY PANEL NO. 48491C0275E. EFFECTIVE DATE SEPTEMBER 26, 2008, FOR WILLIAMSON COUNTY, TEXAS.
3. WATER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY GEORGETOWN WESTERN DISTRICT.
4. SEWER SERVICE FOR THIS SUBDIVISION WILL BE PROVIDED BY ONSITE SEWAGE FACILITIES.
5. 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.
6. A TEN (10) FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT (P.U.D.) IS HEREBY DEDICATED ALONG THE STREET SIDE PROPERTY LINE AND REAR LOT LINES IS HEREBY DEDICATED SHOWN HEREON.
7. A TWO AND HALF FOOT (2.5') P.U.D. ABUTTING ALL LOT SIDE LOT LINES IS HEREBY DEDICATED.
8. IN APPROVING THIS PLAT BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNERS OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONER'S COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS' COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM AND STREETS.
9. 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 THE PROPERTY. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT. FLOODPLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT. 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 FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
10. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THE PLAT ARE FREE OF LIENS. REQUIRED RELEASE OF LIENS SHALL BE PROVIDED TO THE COMMISSIONERS' COURT.
11. THE MINIMUM FFE SHALL BE AT LEAST ONE FOOT ABOVE THE ADJACENT FINISHED GRADE AND BFE. EXCEPTIONS CAN BE MADE AT ENTRANCE AND EGRESS POINTS, WHERE NECESSARY, TO MEET THE AMERICANS WITH DISABILITIES ACT (ADA). RECREATIONAL VEHICHLE PARKING PADS MUST ALSO BE PLACED AT LEAST ONE FOOT ABOVE BFE.
12. ALL DRIVEWAYS ONTO RURAL COUNTY ROADS WHOSE LOT IS SERVED BY A SEPTIC SYSTEM SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE WILLIAMSON COUNTY ENGINEERS OFFICE (OSSF) PRIOR TO CONSTRUCTION.
13. NO OBSTRUCTIONS BUT NOT LIMITED TO FENCING OR STORAGE, SHALL BE PERMITTED IN ANY DRAINAGE EASEMENTS SHOWN HEREON.
14. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED 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 THE VICINITY.
15. 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.
16. THE LANDOWNER ASSUMES ALL RISK 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, ITS OFFICERS AND EMPLOYEES HARMLESS FROM ANY LIABILITY OWING TO PROPERTY DEFECTS OR NEGLIGENCE NOT ATTRIBUTABLE TO THEM AND ACKNOWLEDGES THAT THE IMPROVEMENT WILL BE RESPONSIBLE FOR THE RELOCATION AND/OR REPLACEMENT OF THE IMPROVEMENTS.
17. RIGHT OF WAY EASEMENTS FOR WIDENING ROADWAYS OR IMPROVING DRAINAGE SHALL BE MAINTAINED BY THE LANDOWNER, UNTIL ROAD OR DRAINAGE IMPROVEMENTS ARE ACTUALLY CONSTRUCTED ON THE PROPERTY, THE COUNTY HAS THE RIGHT AT ANY TIME TO TAKE POSSESSION OF ANY ROAD WIDENING.
18. THE COUNTY ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF REPRESENTATIONS BY OTHER PARTIES IN THIS PLAT, FLOOD PLAIN DATA, IN PARTICULAR, MAY CHANGE DEPENDING ON SUBSEQUENT DEVELOPMENT IS FURTHER UNDERST00D 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 FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
19. DRIVEWAYS FOR:
    - LOTS 1 THRU 8, BLOCK A, SHALL CONNECT ONLY TO JOYA DRIVE AND SHALL NOT CONNECT TO COUNTY ROAD 258 OR RIQUEZA WAY.
20. THE BASIS OF BEARING IS BASED ON THE RECORD PLAT OF TESORO SUBDIVISION, SECTION ONE OF RECORD IN DOCUMENT NO. 2018030645 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.
21. 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 OWNER.
22. 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.
23. 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.
24. NO CONSTRUCTION, PLANTING, GRADING OR ANY OTHER DEVELOPMENT INCLUDING, BUT NOT LIMITED TO, LANDSCAPING, DRIVEWAYS, BUILDINGS, ARE PERMITTED WITHIN THE DRAINAGE EASEMENTS SHOWN.
25. ALL SIDEWALKS SHALL BE MAINTAINED BY EACH OF THE ADJACENT PROPERTY OWNERS.



TYPICAL LOT EASEMENTS

N.T.S. (ESTABLISHED ON ALL LOTS)

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

REGISTERED PROFESSIONAL LAND SURVEYOR
KYLE L. PRESSLER, R.P.L.S.
R.P.L.S. NO. 6528 STATE OF TEXAS

STATE OF TEXAS REGISTERED KYLE L. PRESSLER 6528 PROFESSIONAL LAND SURVEYOR

4/16/2025

STATE OF TEXAS)(
COUNTY OF WILLIAMSON)(

I HEREBY CERTIFY THAT RECOGNIZED ENGINEERING PRACTICES AND STANDARDS WERE USED IN THE PREPARATION OF THIS FINAL PLAT AND IN THE DESIGN OF SITE IMPROVEMENT STRUCTURES AND WERE ACCOMPLISHED UNDER MY DIRECT SUPERVISION TO CONFORM TO ALL REQUIREMENTS OF THE WILLIAMSON COUNTY DEVELOPMENT RULES AND REGULATIONS. THIS TRACT IS NOT LOCATED WITHIN EDWARDS AQUIFER RECHARGE ZONE.

LICENSED PROFESSIONAL ENGINEER
GARRETT D. KELLER, PE

STATE OF TEXAS GARRETT D. KELLER 111511 4/16/2025 LICENSED PROFESSIONAL ENGINEER

BASED UPON THE REPRESENTATIONS OF THE ENGINEER OR SURVEYOR WHOSE SEAL IS AFFIXED HERETO, AND AFTER REVIEW OF THE PLAT AS REPRESENTED BY THE SAID ENGINEER OR SURVEYOR, I FIND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF EDWARDS AQUIFER REGULATIONS FOR WILLIAMSON COUNTY AND WILLIAMSON COUNTY ON-SITE SEWAGE FACILITY REGULATIONS. THIS CERTIFICATION IS MADE SOLELY UPON SUCH REPRESENTATIONS AND SHOULD NOT BE RELIED UPON FOR VERIFICATIONS OF THE FACTS ALLEGED. THE WILLIAMSON COUNTY ENGINEER'S OFFICE AND WILLIAMSON COUNTY DISCLAIM ANY RESPONSIBILITY TO ANY MEMBER OF THE PUBLIC FOR INDEPENDENT VERIFICATION OF THE REPRESENTATIONS, FACTUAL OR OTHERWISE, CONTAINED IN THIS PLAT AND THE DOCUMENTS ASSOCIATED WITH IT.

ADAM D. BOATRIGHT, PE
WILLIAMSON COUNTY ENGINEER

4/29/2025
DATE

CULVERT TABLE

BLOCK NO.	LOT NO.	CULVERT SIZE	LENGTH (FEET)	UPSTREAM INVERT	DOWNSTREAM INVERT	10 YEAR FLOW (CFS)
A	1	2-35x24	22	957	955.98	41.53
A	2	18"φ	22	968.14	968	6.63
A	3	DIP-STYLE	16	973.1	973	3.23
A	4	NONE	-	-	-	-
A	5	NONE	-	-	-	-
A	6	NONE	-	-	-	-
A	7	NONE	-	-	-	-
A	8	NONE	-	-	-	-
B	1	NONE	-	-	-	-
B	2	NONE	-	-	-	-
B	3	2-24x18	22	970.54	970.4	23.83
B	4	2-24x18	22	971.64	971.5	24.86
B	5	2-24x18	22	970.37	970.23	19.44
B	6	1-24x18	22	976	975.44	10.09
B	7	18"φ	22	978	977.44	6.91

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

I, BRIAN BARNES, AUTHORIZED AGENT FOR TRIBAR LP6, A TEXAS LIMITED PARTNERSHIP, OWNER OF THE CERTAIN 17.530 ACRE TRACT OF LAND SHOWN HEREON AND DESCRIBED IN A DEED RECORDED IN DOCUMENT NO. 2021094810 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, AND DO HEREBY STATE THAT THERE ARE NO LIEN HOLDERS OF THE CERTAIN TRACT OF LAND, AND DO HEREBY SUBDIVIDE SAID TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE.

AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN TESORO SUBIDVISION, SECTION 3.

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 18th DAY OF April, 20 25.

TRIBAR LP6, A TEXAS LIMITED PARTNERSHIP
C/O BRIAN BARNES, AGENT
300 SAN GABRIEL OAKS DRIVE
LIBERTY HILL, TEXAS 78642

STATE OF TEXAS {
NOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON {

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED TRIBAR LP6, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 18th DAY OF April, 20 25

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES ON: April 3, 2028

KEVIN W. MERCER
My Notary ID # 134834429
Expires April 3, 2028

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON {

I, _____ COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, THAT A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS' COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

DATED _____ DAY OF _____, 20___A.D.

BY _____ _____
WILLIAMSON COUNTY JUDGE DATE

STATE OF TEXAS {
KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON {

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ___ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, __M., AND DULY RECORDED THIS THE ___ DAY OF _____, 20___, A.D., AT _____ O'CLOCK, __M., IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 21st DAY OF April, 20 25 A.D.

WILLIAMSON COUNTY ADDRESSING COORDINATOR
TERESA BAKER

OWNER/DEVELOPER:
QUANTUM AUTO TECH, LLC.
1300 SUMMONERS TALE COURT, AUSTIN, TEXAS 78746

SURVEYOR:
MATKIN HOOVER ENGINEERING & SURVEYING
C/O KYLE L. PRESSLER, R.P.L.S.
1701 WILLIAMS DRIVE
GEORGETOWN, TEXAS 78628
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CIVIL ENGINEERS SURVEYORS LAND PLANNERS CONSTRUCTION MANAGERS CONSULTANTS

ORIGINAL SUBMITTAL DATE: OCTOBER, 9 2024

MHE JOB NO. - 3470
MHS JOB NO. - 24-5015

Commissioners Court - Regular Session **32.**

Meeting Date: 05/06/2025

Final plat for the Santa Rita Ranch Phase 7B Section 2 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 approval of the final plat for the Santa Rita Ranch Phase 7B Section 2 subdivision – Precinct 2.

Background

This is the next section of the Santa Rita Ranch Phase 7B development. It consists of 91 single family lots, 7 open space/drainage/utility lots and 6,747 feet of new public roads. Roadway and drainage construction is not yet complete, but a performance bond in the amount of $4,721,361.30 has been posted with the County to cover the cost of the remaining construction.

Timeline

2024-12-05 – initial submittal of the final plat
2025-01-04 – 1st review complete with comments
2025-04-07 – 2nd submittal of final plat
2025-04-21 – 2nd review complete with comments
2025-04-24 – 3rd submittal of final plat
2025-04-25 – 3rd review complete with comments clear
2025-04-28 – receipt of final plat with signatures
2025-05-01 – final plat placed on the May 6, 2025, Commissioners Court agenda for consideration

Fiscal Impact

From/To	Acct No.	Description	Amount

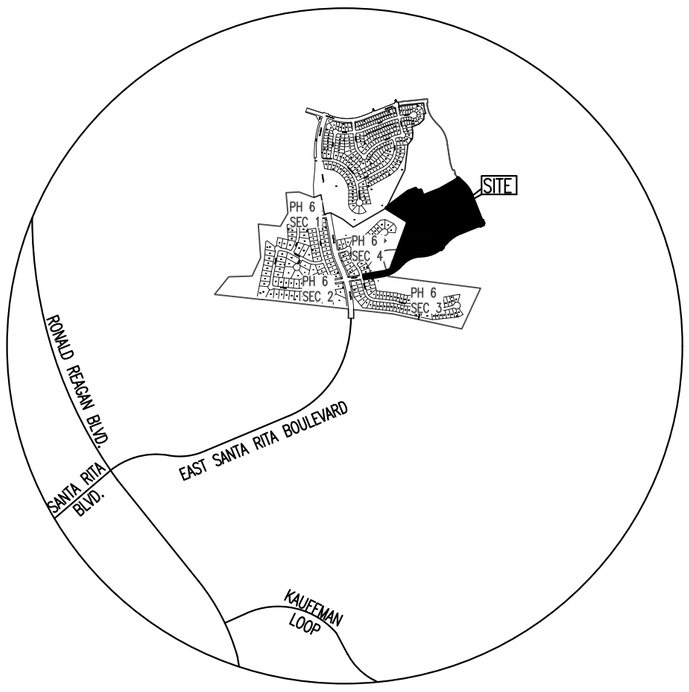
Attachments

final plat - Santa Rita Ranch Ph 7B Sec 2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:35 PM
Form Started By: Adam Boatright		Started On: 05/01/2025 11:43 AM
Final Approval Date: 05/01/2025		

SANTA RITA RANCH PHASE 7B, SECTION 2
FINAL PLAT



VICINITY MAP
APPROX. SCALE:
1"=2000'

GRAPHIC SCALE

0 100 150 200 300

(IN FEET)
1 inch = 100 ft.

LEGEND

- BENCHMARK
- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
- 1 LOT NUMBER
- (A) BLOCK DESIGNATION
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- W.W.E. WASTEWATER EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- 100 YEAR FLOODPLAIN (ATLAS 14)
- 100 YEAR FEMA FLOODPLAIN
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS

ORIGINAL SUBMITTAL DATE: DECEMBER 5, 2024

DATE: APRIL 25, 2025
OWNER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

DEVELOPER:
SANTA RITA KC, LLC
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

ENGINEER & SURVEYOR:
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE
AUSTIN, TEXAS 78749
(512) 280-5160 PHONE

BASIS OF BEARINGS – TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203)

ELEVATION DATUM – NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD '88) GEOID 12B.

TOTAL ACREAGE: 32.832 ACRES
SURVEY: GREENLEAF FISK SURVEY, ABSTRACT NO. 5

F.E.M.A. MAP NO. 48491C0275E
WILLIAMSON COUNTY, TEXAS AND INCORPORATED AREAS.
DATED: SEPTEMBER 26, 2008

BENCHMARKS:

BM 1:
CAPPED 1/2 INCH IRON ROD SET STAMPED "CONTROL"
N: 10213061.55
E: 3086288.47
ELEVATION: 994.59' (NAVD '88)

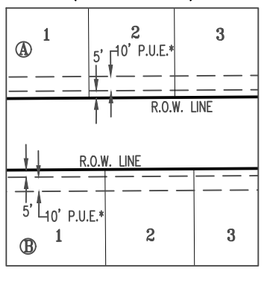
BM 2:
CAPPED 1/2 INCH IRON ROD SET STAMPED "CONTROL"
N: 10212921.80
E: 3087472.15
ELEVATION: 979.80' (NAVD '88)

TOTAL OF LOTS	98
SINGLE FAMILY LOTS:	91
O.S., W.Q.E., D.E., L.S.E., & P.U.E.	1
O.S., L.S.E, & P.U.E. LOTS:	6

ROAD TABLE

STREET NAMES	LINEAR FOOTAGE	R.O.W. WIDTH	PAVEMENT WIDTH	DESIGN SPEED	DESIGNATION	CLASSIFICATION
ARCILLA PASS	678'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
BORREGO BEND	1,112'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
CARILLON COURT	290'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
MONTECIDO DRIVE	759'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
MONZA BEND	631'	50' R.O.W.	33' FOC–FOC	25 M.P.H.	PUBLIC	LOCAL
PLATFORM PARKWAY	928'	60' R.O.W.	40' FOC–FOC	35 M.P.H.	PUBLIC	MINOR COLLECTOR
RIG ROSE DRIVE	2,349'	60' R.O.W.	40' FOC–FOC	35 M.P.H.	PUBLIC	MINOR COLLECTOR
TOTAL	6,747'					

10' P.U.E. *TYPICAL DETAIL
(NOT TO SCALE)



Minimum Finished Floor Elevation (NAVD '88)		
Block	Lot	Min FFE
A	24	973.6'
A	25	973.4'
A	26	972.7'
A	27	972.9'
A	28	972.9'
A	29	973.4'
A	30	973.4'
A	31	973.2'
A	32	973.0'
A	33	973.1'
A	34	973.1'
A	35	972.9'
A	36	972.7'
A	37	972.6'
A	38	972.5'
A	39	972.1'
A	40	972.1'
A	41	972.1'
A	42	972.1'
A	43	972.1'
A	44	971.8'
A	45	971.7'

SHEET NO. 1 OF 5

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5485\Survey\FINAL PLAT – SANTA RITA RANCH PHASE 7B, SECTION 2.dwg

SANTA RITA RANCH PHASE 7B, SECTION 2
FINAL PLAT

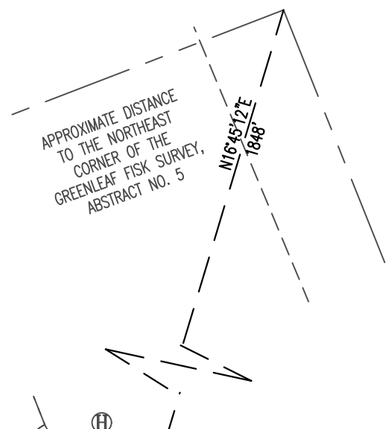
GRAPHIC SCALE

0 100 150 200 300

(IN FEET)
1 inch = 100 ft.

LEGEND

- BENCHMARK
- CAPPED 1/2" IRON ROD FOUND STAMPED "CBD SETSTONE"
- CAPPED 1/2" IRON ROD SET STAMPED "CBD SETSTONE"
- 1 LOT NUMBER
- Ⓐ BLOCK DESIGNATION
- B.L. BUILDING SETBACK LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- W.Q.E. WATER QUALITY EASEMENT
- W.W.E. WASTEWATER EASEMENT
- D.E. DRAINAGE EASEMENT
- L.S.E. LANDSCAPE EASEMENT
- O.S. OPEN SPACE
- 100 YEAR FLOODPLAIN (ATLAS 14)
- 100 YEAR FEMA FLOODPLAIN
- O.P.R.W.C.TX. OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS



SHEET NO. 2 OF 5

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5485\Survey\FINAL PLAT – SANTA RITA RANCH PHASE 7B, SECTION 2.dwg

SANTA RITA RANCH PHASE 7B, SECTION 2
FINAL PLAT

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C1	45.81	50.00	S43°34'21"E	44.22	24.65	52°29'38"
C2	21.03	25.00	S45°43'29"E	20.41	11.18	48°11'23"
C3	23.56	15.00	N66°37'47"W	21.21	15.00	90°00'00"
C4	300.32	680.00	S55°43'05"W	297.88	152.65	25°18'16"
C5	23.56	15.00	S01°56'03"E	21.21	15.00	90°00'00"
C6	21.43	15.00	N87°51'37"W	19.65	13.01	81°51'08"
C7	293.76	500.00	S68°02'41"W	289.56	151.26	33°39'46"
C8	307.33	440.00	S64°51'58"W	301.12	160.23	40°01'12"
C9	313.40	500.00	S62°48'45"W	308.29	162.04	35°54'46"
C10	150.93	440.00	N70°56'30"E	150.20	76.22	19°39'16"
C11	275.79	440.00	N62°48'45"E	271.30	142.59	35°54'46"
C12	55.37	275.00	N71°03'09"E	55.27	27.78	11°32'09"
C13	42.61	275.00	N81°15'32"E	42.57	21.35	8°52'39"
C14	23.56	15.00	S49°18'08"E	21.21	15.00	90°00'00"
C15	124.86	440.00	S52°59'07"W	124.44	62.85	16°15'30"
C16	349.24	500.00	S64°51'58"W	342.18	182.08	40°01'12"
C17	245.14	440.00	N68°54'55"E	241.98	125.84	31°55'18"
C18	26.15	15.00	N03°00'37"E	22.96	17.84	99°53'20"
C19	117.55	465.00	S39°41'31"E	117.24	59.09	14°29'04"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C20	35.26	465.00	S44°45'43"E	35.25	17.64	4°20'40"
C21	82.29	465.00	S37°31'11"E	82.19	41.25	10°08'24"
C22	22.31	15.00	N75°03'35"W	20.31	13.80	85°13'11"
C23	32.22	155.00	S56°22'34"W	32.16	16.17	11°54'30"
C24	28.66	25.00	S17°34'47"W	27.12	16.14	65°41'03"
C25	299.29	60.00	S52°21'38"E	72.38	45.37	285°48'12"
C26	54.94	60.00	S10°58'16"W	53.04	29.57	52°28'01"
C27	108.39	60.00	S88°57'24"W	94.24	76.12	103°30'15"
C28	42.73	60.00	N18°53'29"W	41.83	22.31	40°47'59"
C29	42.73	60.00	N21°54'31"E	41.83	22.31	40°47'59"
C30	48.86	60.00	N65°38'19"E	47.52	25.88	46°39'37"
C31	1.65	60.00	S89°45'18"W	1.65	0.82	1°34'21"
C32	17.51	25.00	N70°28'54"E	17.15	9.13	40°07'09"
C33	42.61	205.00	S56°22'34"W	42.53	21.38	11°54'30"
C34	22.31	15.00	N19°43'13"E	20.31	13.80	85°13'11"
C35	150.85	465.00	S13°35'45"E	150.19	76.09	18°35'14"
C36	42.28	465.00	N20°17'05"W	42.26	21.15	5°12'34"
C37	47.47	465.00	N14°45'20"W	47.45	23.76	5°50'57"
C38	47.47	465.00	N08°54'24"W	47.45	23.76	5°50'57"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C39	13.63	465.00	N05°08'32"W	13.63	6.82	1°40'47"
C40	234.38	775.00	N12°57'58"W	233.48	118.09	17°19'39"
C41	4.25	775.00	N04°27'34"W	4.25	2.13	0°18'52"
C42	58.46	775.00	N06°46'40"W	58.45	29.24	4°19'19"
C43	58.46	775.00	N11°05'59"W	58.45	29.24	4°19'19"
C44	58.46	775.00	N15°25'18"W	58.45	29.24	4°19'19"
C45	54.74	775.00	N19°36'22"W	54.73	27.38	4°02'49"
C46	23.56	15.00	N88°03'57"E	21.21	15.00	90°00'00"
C47	308.79	415.00	S25°37'06"E	301.71	161.93	42°37'55"
C48	32.26	415.00	S44°42'25"E	32.25	16.14	4°27'15"
C49	68.56	415.00	S37°44'50"E	68.48	34.36	9°27'56"
C50	68.56	415.00	S28°16'54"E	68.48	34.36	9°27'56"
C51	68.56	415.00	S18°48'58"E	68.48	34.36	9°27'56"
C52	68.56	415.00	S09°21'02"E	68.48	34.36	9°27'56"
C53	2.29	415.00	N04°27'36"W	2.29	1.14	0°18'56"
C54	23.56	15.00	S40°41'52"W	21.21	15.00	90°00'00"
C55	115.79	325.00	N75°29'28"E	115.18	58.52	20°24'48"
C56	73.59	325.00	S79°12'39"W	73.43	36.95	12°58'26"
C57	42.20	325.00	S69°00'15"W	42.17	21.13	7°26'22"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C58	39.27	25.00	N69°42'56"W	35.36	25.00	90°00'00"
C59	20.83	15.00	N15°03'34"E	19.19	12.49	79°32'59"
C60	151.99	740.00	S48°57'00"W	151.73	76.27	11°46'06"
C61	124.86	740.00	S50°00'02"W	124.71	62.58	9°40'03"
C63	23.56	15.00	S66°37'47"E	21.21	15.00	90°00'00"
C64	62.83	450.00	N25°37'47"W	62.78	31.47	8°00'00"
C65	9.64	450.00	S22°14'35"E	9.64	4.82	1°13'37"
C66	46.89	450.00	S25°50'29"E	46.86	23.46	5°58'11"
C67	6.31	450.00	S29°13'41"E	6.31	3.16	0°48'13"
C68	23.56	15.00	S15°22'13"W	21.21	15.00	90°00'00"
C69	21.48	205.00	N57°22'06"E	21.47	10.75	6°00'14"
C70	22.54	15.00	N82°35'30"W	20.48	14.01	86°05'02"
C71	137.61	440.00	N30°35'23"W	137.05	69.37	17°55'12"
C72	23.56	15.00	N23°22'13"E	21.21	15.00	90°00'00"
C73	41.29	600.00	S45°14'09"E	41.28	20.65	3°56'33"
C74	26.59	15.00	N03°34'47"E	23.24	18.38	101°34'25"
C75	16.24	155.00	N57°22'06"E	16.23	8.13	6°00'14"
C76	66.32	475.00	N64°22'13"E	66.27	33.22	8°00'00"
C77	41.05	475.00	N62°50'46"E	41.04	20.54	4°57'06"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C78	25.27	475.00	N66°50'46"E	25.27	12.64	3°02'54"
C79	23.56	15.00	S66°37'47"E	21.21	15.00	90°00'00"
C80	9.91	25.00	N32°59'17"W	9.85	5.02	22°42'59"
C81	11.11	25.00	N57°04'58"W	11.02	5.65	25°28'23"
C82	234.20	825.00	N12°26'06"W	233.42	117.89	16°15'55"
C83	113.31	825.00	N08°14'13"W	113.22	56.74	7°52'09"
C84	120.89	825.00	N16°22'10"W	120.79	60.56	8°23'46"
C85	23.28	15.00	S23°54'05"W	21.02	14.72	88°56'16"
C86	73.30	525.00	N64°22'13"E	73.24	36.71	8°00'00"
C87	11.97	525.00	N67°43'02"E	11.97	5.98	1°18'22"
C88	47.74	525.00	N64°27'32"E	47.73	23.89	5°12'38"
C89	13.59	525.00	N61°06'43"E	13.59	6.80	1°29'00"
C90	23.56	15.00	N74°37'47"W	21.21	15.00	90°00'00"
C91	55.85	400.00	N25°37'47"W	55.81	27.97	8°00'00"
C92	26.68	400.00	S27°43'08"E	26.68	13.35	3°49'18"
C93	29.17	400.00	S23°43'08"E	29.16	14.59	4°10'42"
C94	23.56	15.00	N23°22'13"E	21.21	15.00	90°00'00"
C95	95.72	740.00	S64°39'53"W	95.65	47.93	7°24'41"
C96	24.69	15.00	S71°52'42"E	22.00	16.18	94°19'32"

Curve Table						
Curve #	Length	Radius	Chord Direction	Chord Length	Tangent	DELTA
C97	21.03	25.00	S00°37'15"E	20.41	11.18	48°11'23"
C98	162.65	50.00	N69°42'56"W	99.85	897.21	186°22'46"
C99	18.04	50.00	S13°08'17"W	17.94	9.12	20°40'21"
C100	42.45	50.00	S21°31'21"E	41.19	22.60	48°38'53"
C101	34.10	50.00	S65°22'54"E	33.44	17.74	39°04'13"
C102	38.55	50.00	N72°59'46"E	37.60	20.29	44°10'28"
C103	29.51	50.00	N34°00'07"E	29.08	15.20	33°48'51"
C104	21.03	25.00	N41°11'23"E	20.41	11.18	48°11'23"
C105	97.98	275.00	N75°29'28"E	97.46	49.51	20°24'48"
C106	223.21	500.00	S34°25'07"E	221.36	113.49	25°34'39"
C107	23.56	15.00	S66°37'47"E	21.21	15.00	90°00'00"
C108	23.56	15.00	S23°22'13"W	21.21	15.00	90°00'00"
C109	37.10	540.00	S45°14'20"E	37.10	18.56	3°56'12"

Line Table		
Line #	Length	Direction
L1	140.73	N68°22'13"E
L2	50.00	N68°22'13"E
L3	109.10	S21°37'47"E
L4	60.00	N46°47'17"E
L5	19.97	N46°07'38"E
L6	88.67	S43°11'16"E
L7	122.25	S47°12'26"E
L8	110.75	S31°25'45"E
L9	75.00	S68°22'13"W
L10	93.16	S43°03'57"W
L11	50.00	S43°03'57"W
L12	5.20	N46°56'03"W
L13	101.21	S84°52'34"W
L14	101.95	S44°51'22"W
L15	60.00	N09°13'52"W
L16	33.49	N32°48'06"W
L17	26.40	N11°32'16"E
L18	38.22	N39°34'41"W
L19	15.00	S47°24'37"W
L20	101.21	S84°52'34"W
L21	20.73	S46°56'03"E
L22	28.88	N62°19'49"E
L23	28.88	S62°19'49"W

Line Table		
Line #	Length	Direction
L24	27.04	S46°56'03"E
L25	43.42	S04°18'08"E
L26	26.50	S85°41'52"W
L27	81.03	N65°17'04"E
L28	93.16	S43°03'57"W
L29	63.79	N60°22'13"E
L30	32.06	N54°21'59"E
L31	21.21	N23°22'13"E
L32	21.21	S74°37'47"E
L33	77.30	S47°12'26"E
L34	19.54	N54°21'59"E
L35	75.13	N65°17'04"E
L36	26.50	S85°41'52"W
L37	8.58	S04°18'08"E
L38	86.47	N63°14'23"E
L39	5.00	S21°37'47"E
L40	75.00	N60°22'13"E
L41	15.00	N29°37'47"W
L42	120.00	N68°22'13"E

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SANTA RITA RANCH PHASE 7B, SECTION 2
FINAL PLAT

METES AND BOUNDS

BEING ALL OF THAT CERTAIN 32.832 ACRE TRACT OF LAND OUT OF THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, SITUATED IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF A CALLED 116.706 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023090052, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), CORRECTED IN DOCUMENT NUMBER 2024072693, O.P.R.W.C.TX., AND A PORTION OF A CALLED 100.844 ACRE TRACT OF LAND CONVEYED TO SANTA RITA KC, LLC BY DEED RECORDED IN DOCUMENT NUMBER 2023101940, O.P.R.W.C.TX., SAID 32.832 ACRE TRACT OF LAND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" AT AN ANGLE POINT ON THE WEST LINE OF SAID 116.706 ACRE TRACT OF LAND, BEING THE SOUTHEAST CORNER OF LOT 65, BLOCK E, SANTA RITA RANCH PHASE 7A, SECTION 3, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2024014913, O.P.R.W.C.TX., SAME BEING AN ANGLE POINT ON THE NORTH LINE OF LOT 1, BLOCK E, SANTA RITA RANCH PHASE 6, SECTION 4, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2025010287, O.P.R.W.C.TX., SAME ALSO BEING THE NORTHWEST CORNER AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, OVER AND ACROSS SAID 116.706 ACRE TRACT OF LAND, THE FOLLOWING NINE (9) COURSES AND DISTANCES, NUMBERED 1 THROUGH 9:

1. N53°01'06"E, A DISTANCE OF 475.37 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
2. N68°22'13"E, A DISTANCE OF 140.73 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR CORNER,
3. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 45.81 FEET, AND A CHORD THAT BEARS S43°34'21"E, A DISTANCE OF 44.22 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, FOR CORNER,
4. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AN ARC LENGTH OF 21.03 FEET, AND A CHORD THAT BEARS S45°43'29"E, A DISTANCE OF 20.41 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
5. N68°22'13"E, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
6. S21°37'47"E, A DISTANCE OF 109.10 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
7. N68°22'13"E, A DISTANCE OF 315.17 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
8. N60°22'13"E, A DISTANCE OF 318.18 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER, AND
9. N46°47'17"E, A DISTANCE OF 60.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE" ON THE EAST LINE OF SAID 116.706 ACRE TRACT OF LAND, BEING ON THE WEST LINE OF SAID 100.844 ACRE TRACT OF LAND, FOR CORNER,

THENCE, OVER AND ACROSS SAID 100.844 ACRE TRACT OF LAND AND SAID 116.706 ACRE TRACT OF LAND, AND PARTIALLY WITH THE COMMON LINE OF SAID 100.844 ACRE TRACT OF LAND AND SAID 116.706 ACRE TRACT OF LAND, THE FOLLOWING FIVE (5) COURSES AND DISTANCES, NUMBERED 1 THROUGH 5:

1. N46°07'38"E, A DISTANCE OF 19.97 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
2. S43°11'16"E, A DISTANCE OF 88.67 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
3. S47°12'26"E, A DISTANCE OF 122.25 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
4. S31°25'45"E, A DISTANCE OF 110.75 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
5. S21°37'47"E, PASSING AT A DISTANCE OF 554.95 FEET AN ANGLE POINT ON SAID COMMON LINE, PASSING AT A DISTANCE OF 604.95 FEET AN ANGLE POINT ON SAID COMMON LINE, CONTINUING FOR A TOTAL DISTANCE OF 624.95 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,

THENCE, OVER AND ACROSS SAID 100.844 ACRE TRACT OF LAND AND SAID 116.706 ACRE TRACT OF LAND, THE FOLLOWING FIFTEEN (15) COURSES AND DISTANCES, NUMBERED 1 THROUGH 15:

1. S68°22'13"W, A DISTANCE OF 75.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR CORNER,
2. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS N66°37'47"W, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
3. S68°22'13"W, A DISTANCE OF 342.47 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR CORNER,
4. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 680.00 FEET, AN ARC LENGTH OF 300.32 FEET, AND A CHORD THAT BEARS S55°43'05"W, A DISTANCE OF 297.88 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
5. S43°03'57"W, A DISTANCE OF 93.16 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR CORNER,
6. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, AND A CHORD THAT BEARS S01°56'03"E, A DISTANCE OF 21.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
7. S43°03'57"W, A DISTANCE OF 50.00 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
8. N46°56'03"W, A DISTANCE OF 5.20 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR CORNER,
9. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 21.43 FEET, AND A CHORD THAT BEARS N87°51'37"W, A DISTANCE OF 19.65 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, FOR CORNER,
10. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 293.76 FEET, AND A CHORD THAT BEARS S68°02'41"W, A DISTANCE OF 289.56 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
11. S84°52'34"W, A DISTANCE OF 101.21 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR CORNER,
12. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 440.00 FEET, AN ARC LENGTH OF 307.33 FEET, AND A CHORD THAT BEARS S64°51'58"W, A DISTANCE OF 301.12 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER,
13. S44°51'22"W, A DISTANCE OF 101.95 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE RIGHT, FOR CORNER,
14. ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, AN ARC LENGTH OF 313.40 FEET, AND A CHORD THAT BEARS S62°48'45"W, A DISTANCE OF 308.29 FEET TO A CAPPED 1/2 INCH IRON ROD SET STAMPED "CBD SETSTONE", FOR CORNER, AND
15. S80°46'08"W, PASSING AT A DISTANCE OF A 166.94 FEET A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" ON THE NORTH LINE OF LOT 1, BLOCK F, SANTA RITA RANCH PHASE 6, SECTION 1, A SUBDIVISION RECORDED IN DOCUMENT NUMBER 2023104032, O.P.R.W.C.TX., BEING ON THE WEST LINE OF SAID 116.706 ACRE TRACT OF LAND, CONTINUING FOR A TOTAL DISTANCE OF 333.88 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT THE SOUTHEAST TERMINUS CORNER OF RIG ROSE DRIVE (60' R.O.W.) DEDICATED PER THE SAID PLAT OF SANTA RITA RANCH PHASE 6, SECTION 1, FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT OF LAND,

THENCE, N09°13'52"W, WITH THE EAST TERMINUS LINE OF SAID RIG ROSE DRIVE, WITH THE EAST LINE OF SAID SANTA RITA RANCH PHASE 6, SECTION 1, AND WITH THE WEST LINE OF SAID 116.706 ACRE TRACT OF LAND, A DISTANCE OF 60.00 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE" FOR THE NORTHEAST TERMINUS CORNER OF SAID RIG ROSE DRIVE, BEING THE SOUTHWEST CORNER OF LOT 29, BLOCK E, SAID SANTA RITA RANCH PHASE 6, SECTION 1, FOR CORNER,

THENCE, WITH THE EAST LINE OF SAID SANTA RITA RANCH PHASE 6, SECTION 1, WITH THE EAST LINE OF SAID SANTA RITA RANCH PHASE 6, SECTION 4, AND WITH THE WEST LINE OF SAID 116.706 ACRE TRACT OF LAND, THE FOLLOWING FOUR (4) COURSES AND DISTANCES, NUMBERED 1 THROUGH 4:

1. N80°46'08"E, A DISTANCE OF 333.88 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", BEING AT THE BEGINNING OF A CURVE TO THE LEFT, FOR CORNER,
2. ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 440.00 FEET, AN ARC LENGTH OF 150.93 FEET, AND A CHORD THAT BEARS N70°56'30"E, A DISTANCE OF 150.20 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
3. N20°11'00"E, A DISTANCE OF 886.08 FEET TO A CAPPED 1/2 INCH IRON ROD FOUND STAMPED "CBD SETSTONE", FOR CORNER,
4. N58°05'20"W, A DISTANCE OF 452.75 FEET TO THE POINT OF BEGINNING AND CONTAINING 32.832 ACRES OF LAND.

GENERAL:

1. BASIS OF BEARINGS – TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203),

   ELEVATION DATUM – NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD'88) GEOID 12B.
2. THIS SUBDIVISION LIES WITHIN THE CITY OF LIBERTY HILL EXTRA-TERRITORIAL JURISDICTION.
3. IT IS THE RESPONSIBILITY OF THE OWNER, NOT THE COUNTY, TO ASSURE COMPLIANCE WITH PROVISIONS OF ALL APPLICABLE STATE, FEDERAL AND LOCAL LAWS, AND REGULATIONS RELATING TO 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, MAY CHANGE. 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 ROADS IN THE SUBDIVISION HAVE FINALLY BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY.
4. ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS.
5. THIS PROPERTY IS SUBJECT TO A BLANKET-TYPE COMMUNICATION LINE EASEMENT GRANTED TO GENERAL TELEPHONE COMPANY OF THE SOUTHWEST RECORDED IN VOLUME 1106, PAGE 591, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
6. THIS PROPERTY IS SUBJECT TO A BLANKET-TYPE INGRESS/EGRESS EASEMENT GRANTED TO SEMINOLE PIPELINE COMPANY RECORDED IN VOLUME 851, PAGE 705, DEED RECORDS OF WILLIAMSON COUNTY, TEXAS, AS AMENDED IN VOLUME 2212, PAGE 294, OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS.
7. THIS PROPERTY IS SUBJECT TO BLANKET-TYPE INGRESS/EGRESS EASEMENTS GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. RECORDED IN DOCUMENT NUMBERS 2018079463, 2020067322, 2021048786, AND 2021104263, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS.

DRAINAGE AND FLOODPLAIN:

1. EXCEPT IN CERTAIN ISOLATED AREAS REQUIRED TO MEET ACCESSIBILITY REQUIREMENTS, THE MINIMUM LOWEST FINISHED FLOOR ELEVATION SHALL BE ONE FOOT HIGHER THAN THE HIGHEST SPOT OF ELEVATION THAT IS LOCATED WITH FIVE FEET OUTSIDE THE PERIMETER IF THE BUILDING, OR ONE FOOT ABOVE THE BFE, WHICHEVER IS HIGHER.
2. A CERTIFICATE OF COMPLIANCE IS HEREBY ISSUED 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.
3. A FLOODPLAIN DEVELOPMENT PERMIT IS REQUIRED FOR ANY DEVELOPMENT WITH THE EFFECTIVE REGULATED FLOODPLAIN. THE NEED FOR A FLOODPLAIN DEVELOPMENT PERMIT WILL BE DETERMINED BY WILLIAMSON COUNTY UPON REVIEW OF THE PROPOSED DEVELOPMENT.
4. THE PROPOSED 100-YR WATER SURFACE ELEVATION PER ATLAS 14 SHOWN ON THE PLAT WAS DETERMINED BY A STUDY PREPARED BY CARLSON, BRIGANCE & DOERING, INC. DATED DECEMBER 2, 2022. THE MINIMUM FINISHED FLOOR ELEVATIONS SHOWN ON THE PLAT WERE DETERMINED BY ADDING ONE (1) FOOT TO THE PROPOSED 100-YEAR WATER SURFACE ELEVATION PER ATLAS 14.
5. 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.
6. MAINTENANCE RESPONSIBILITY FOR DRAINAGE WILL NOT BE ACCEPTED BY THE COUNTY OTHER THAN THE ACCEPTED IN THE CONNECTION WITH DRAINAGE OR PROTECTING THE ROAD SYSTEM. MAINTENANCE RESPONSIBILITY FOR STORM WATER MANAGEMENT CONTROLS WILL REMINE WITH THE OWNER.
7. ANY PROPOSED DEVELOPMENT THAT OBSTRUCTS OR DIVERTS FLOW WITHIN A DRAINAGE EASEMENT MAY NOT BE PERMITTED AND IS AT THE DISCRETION OF THE FLOODPLAIN ADMINISTRATOR.
8. 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.
9. THE FEMA FLOODWAY AND 100 YEAR FEMA FLOODPLAIN FOR THE MIDDLE FORK OF THE SAN GABRIEL RIVER SHOWN ON THE PLAT AND CULVERT CROSSING AT RIG ROSE DRIVE WAS APPROVED BY FEMA AS PART OF A CONDITIONAL LETTER OF MAP REVISION (CLOMR), CASE NO. 24-06-0895R, ON OCTOBER 16, 2024.

WATER AND WASTEWATER:

1. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM.
2. NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY.
3. WATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19G/ GEORGETOWN UTILITY SYSTEMS
4. WASTEWATER SERVICE IS PROVIDED BY: WILLIAMSON COUNTY MUD 19G/CITY OF LIBERTY HILL
5. ELECTRIC SERVICE IS PROVIDED BY: PEC

ROADWAY AND RIGHT-OF-WAY:

1. IN APPROVING THIS PLAT BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, IT IS UNDERSTOOD THAT THE BUILDING OF ALL ROADS, AND OTHER PUBLIC THOROUGHFARES AND ANY BRIDGES OR CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IS THE RESPONSIBILITY OF THE OWNER(S) OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS. SAID COMMISSIONERS COURT ASSUMES NO OBLIGATION TO BUILD ANY OF THE ROADS, OR PUBLIC THOROUGHFARES SHOWN ON THIS PLAT, OR OF CONSTRUCTING ANY OF THE BRIDGES OR DRAINAGE IMPROVEMENTS IN CONNECTION THEREWITH. THE COUNTY WILL ASSUME NO RESPONSIBILITY FOR DRAINAGE WAYS OR EASEMENTS IN THE SUBDIVISION, OTHER THAN THOSE DRAINING OR PROTECTING THE ROAD SYSTEM.
2. SIDEWALKS SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
3. DRIVEWAY ACCESS TO LOTS WITHIN THIS SUBDIVISION FROM SIDE STREETS IS PROHIBITED.
4. IMPROVEMENTS WITHIN THE COUNTY ROAD RIGHT-OF-WAY INCLUDING, BUT NOT LIMITED TO LANDSCAPING, IRRIGATION, LIGHTING, CUSTOM SIGNS, ARE PROHIBITED WITHOUT FIRST OBTAINING AN EXECUTED LICENSE AGREEMENT WITH WILLIAMSON COUNTY.
5. NO CONSTRUCTION, PLANTING OR GRADING SHALL BE PERMITTED TO INTERFERE WITH SIGHT EASEMENTS BETWEEN THE HEIGHTS OF THREE AND EIGHT FEET AS MEASURED FROM THE CROWNS OF THE ADJACENT STREETS.
6. THE OWNER SHALL CREATE A MANDATORY HOMEOWNERS' ASSOCIATION THAT SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND LIABILITY OF ANY LANDSCAPING, IRRIGATION, SIDEWALKS, ILLUMINATION, SUBDIVISION IDENTIFICATION SIGNS, WATER QUALITY FEATURES, ETC. PLACED WITHIN THE WILLIAMSON COUNTY RIGHT-OF-WAY. THIS ASSOCIATION SHALL HAVE ASSESSMENT AUTHORITY TO ENSURE THE PROPER FUNDING FOR MAINTENANCE.

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

SANTA RITA RANCH PHASE 7B, SECTION 2
FINAL PLAT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS;
COUNTY OF WILLIAMSON §

I, JAMES EDWARD HORNE, VICE PRESIDENT, SANTA RITA KC, LLC., OWNER OF THAT CERTAIN CALLED 116.706 ACRE TRACT OF LAND RECORDED IN DOCUMENT NUMBER 2023090052, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, CORRECTED IN DOCUMENT NUMBER 2024072693, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, AND THAT CERTAIN 100.844 ACRE TRACT OF LAND CONVEYED IN DOCUMENT NUMBER 2023101940 OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, SITUATED IN THE GREENLEAF FISK SURVEY, ABSTRACT NUMBER 5, WILLIAMSON COUNTY, TEXAS, AS SHOWN HEREON, AND DO HEREBY SUBDIVIDE SAID 32.832 ACRE TRACT AS SHOWN HEREON, AND DO HEREBY CONSENT TO ALL PLAT NOTE REQUIREMENTS SHOWN HEREON, AND DO HEREBY FOREVER DEDICATE TO THE PUBLIC THE ROADS, ALLEYS, RIGHTS-OF-WAY, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR SUCH PUBLIC PURPOSES AS WILLIAMSON COUNTY MAY DEEM APPROPRIATE AND DO HEREBY STATE THAT ALL PUBLIC ROADWAYS AND EASEMENTS AS SHOWN ON THIS PLAT ARE FREE OF LIENS. THIS SUBDIVISION IS TO BE KNOWN AS,

"SANTA RITA RANCH PHASE 7B, SECTION 2 FINAL PLAT"

TO CERTIFY WHICH, WITNESS BY MY HAND THIS 25 DAY OF April, 20 25

SANTA RITA KC, LLC.
A TEXAS LIMITED PARTNERSHIP

BY: MREM TEXAS MANAGER, LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGER

BY: _____
JAMES EDWARD HORNE, VICE PRESIDENT
1700 CROSS CREEK LANE, STE. 100
LIBERTY HILL, TX 78642

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

BEFORE ME THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JAMES EDWARD HORNE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT OF WRITING, AND HE ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AND SEAL OF OFFICE, THIS THE 25th DAY OF April, 20 25 A.D.

Ashley Cuellar Sousa
NOTARY PUBLIC IN AND FOR WILLIAMSON COUNTY, TEXAS

ASHLEY CUELLAR SOUSA
Notary Public, State of Texas
My Commission Expires
May 16, 2026
NOTARY ID 13376154-3

CONSENT OF MORTGAGEE

THE UNDERSIGNED, BEING THE SOLE OWNER AND HOLDER OF TWO DEED OF TRUST LIENS SECURED BY THE PROPERTY, THE FIRST DATED OCTOBER 31, 2013 RECORDED AS DOCUMENT NO. 2013103003 IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, SECURING A NOTE OF EVEN DATE THEREWITH, AND THE SECOND DATED JANUARY 31, 2018 RECORDED AS DOCUMENT NO. 2018009177, SECURING A NOTE OF EVEN DATE THEREWITH, EXECUTES THIS DECLARATION SOLELY FOR THE PURPOSES OF EVIDENCING ITS CONSENT TO THE TERMS AND PROVISIONS HEREOF.

INTERNATIONAL BANK OF COMMERCE,
A TEXAS BANKING ASSOCIATION

BY: _____
PRINTED NAME: JASON RANGEL
TITLE: SENIOR VICE PRESIDENT

STATE OF TEXAS
COUNTY OF Travis

BEFORE ME ON THIS DAY PERSONALLY APPEARED Jason Rangel, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 25 DAY OF April, A.D., 2025.

BY: Araceli Hernández
NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME: Araceli Hernández

MY COMMISSION EXPIRES 6-2-2028

ARACELI HERNANDEZ
Notary Public, State of Texas
Commission Expires 06-02-2028
Notary ID 126285198

STATE OF TEXAS §
§
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

A PORTION OF THIS TRACT IS WITHIN THE 100 YEAR FLOOD PLAIN AS SHOWN ON FLOOD INSURANCE RATE COMMUNITY PANEL #48491C0275E, EFFECTIVE SEPTEMBER 26, 2008 FOR WILLIAMSON COUNTY, TEXAS.

I, STEVEN P. CATES, P.E., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE REQUIREMENTS OF WILLIAMSON COUNTY.

ENGINEERING BY: Steven P. Cates 4/25/2025
STEVEN P. CATES, P.E. NO. 93648 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749

STATE OF TEXAS
STEVEN P. CATES
93648
LICENSED
PROFESSIONAL ENGINEER

CARLSON, BRIGANCE, & DOERING, INC.
ID # F3791

THIS FLOOD STATEMENT, AS DETERMINED BY A H.U.D.-F.I.A. FLOOD INSURANCE RATE MAP, DOES NOT IMPLY THAT THE PROPERTY OR THE IMPROVEMENTS THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR, AND FLOOD HEIGHTS MAY INCREASE BY MAN-MADE OR NATURAL CAUSES.

THIS STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF ENGINEER OR SURVEYOR.

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF TRAVIS §

I, AARON V. THOMASON, R.P.L.S., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING, AND HEREBY CERTIFY THAT THIS SUBDIVISION PLAT COMPLIES WITH THE WILLIAMSON COUNTY SUBDIVISION ORDINANCE. ALL EASEMENTS OF RECORD AS LISTED ON THE TITLE REPORT ISSUED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2430385-COM, EFFECTIVE DATE NOVEMBER 1, 2024 ARE SHOWN OR NOTED ON THE PLAT.

SURVEYED BY: _____ 25APR2025
AARON V. THOMASON, R.P.L.S. NO. 6214 DATE
CARLSON, BRIGANCE & DOERING, INC.
5501 WEST WILLIAM CANNON DRIVE,
AUSTIN, TEXAS 78749
aaron@cbdeng.com

STATE OF TEXAS
REGISTERED
AARON V. THOMASON
6214
PROFESSIONAL
LAND SURVEYOR

BY: McKenzi Hicks 4/28/2025
MCKENZI HICKS DATE
DIRECTOR OF PLANNING

CITY OF LIBERTY HILL, TEXAS

ROAD NAME AND ADDRESS ASSIGNMENTS VERIFIED THIS THE 25 DAY OF April, 2025 A.D.

_____
WILLIAMSON COUNTY ADDRESSING COORDINATOR
WILLIAMSON COUNTY, TEXAS

Cindy Bridges
PRINTED NAME

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, STEVEN SNELL, COUNTY JUDGE OF WILLIAMSON COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS MAP OR PLAT, WITH FIELD NOTES HEREON, FOR A SUBDIVISION HAVING BEEN FULLY PRESENTED TO THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS, AND BY THE SAID COURT DULY CONSIDERED, WERE ON THIS DAY APPROVED AND THAT THIS PLAT IS AUTHORIZED TO BE REGISTERED AND RECORDED IN THE PROPER RECORDS OF THE COUNTY CLERK OF WILLIAMSON COUNTY, TEXAS.

BY: _____ _____
STEVEN SNELL, COUNTY JUDGE DATE
WILLIAMSON COUNTY, TEXAS

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF WILLIAMSON §

I, NANCY RISTER, CLERK OF THE COUNTY COURT OF SAID COUNTY, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT IN WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M., AND DULY RECORDED THIS THE_____ DAY OF _____, 20____ A.D., AT _____ O'CLOCK, _____.M. IN THE OFFICIAL PUBLIC RECORDS OF SAID COUNTY IN INSTRUMENT NO. _____.

TO CERTIFY WHICH, WITNESS MY HAND AND SEAL AT THE COUNTY COURT OF SAID COUNTY, AT MY OFFICE IN GEORGETOWN, TEXAS, THE DATE LAST SHOWN ABOVE WRITTEN.

NANCY RISTER, CLERK COUNTY COURT
OF WILLIAMSON COUNTY, TEXAS

BY: _____, DEPUTY

Carlson, Brigance & Doering, Inc.
FIRM ID #F3791 ◆ REG. # 10024900
Civil Engineering ◆ Surveying
5501 West William Cannon ◆ Austin, Texas 78749
Phone No. (512) 280-5160 ◆ Fax No. (512) 280-5165

J:\AC3D\5485\Survey\FINAL PLAT - SANTA RITA RANCH PHASE 7B, SECTION 2.dwg

Commissioners Court - Regular Session **33.**

Meeting Date: 05/06/2025

Indigent/Abandoned Burial

Submitted For: Steven Snell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of deceased (Clyde Neal Kimbro
Jr.) who passed away in Williamson County, Texas, where the County has discretion
to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	05/02/2025 11:49 AM
Form Started By: Andrea Schiele		Started On: 05/02/2025 11:43 AM
Final Approval Date: 05/02/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Clyde Neal Kimbro, Jr.)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Clyde Neal Kimbro, Jr. (SSN xxx-xx-0283) passed away on March 08, 2025, at the age of 88, at Trinity Care Skilled Nursing Facility located at 100 E. Main St., Round Rock, Williamson County, Texas.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 6th day of May 2025.

_____
Hon. Steven Snell
Williamson County Judge

Commissioners Court - Regular Session **34.**

Meeting Date: 05/06/2025

Indigent/Abandoned Burial

Submitted For: Steven Snell **Submitted By:** Andrea Schiele, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Amended Order for Interment by cremation of deceased (Verna Jean Tibbs) who passed away in Williamson County, Texas, where the County has discretion to inter, pursuant to Tex. Health & Safety Code § 711.002(e), and authorize Beck Funeral Home to move forward with interment.

Background

Eternal Peace Funeral Services was originally authorized by the Court on April 8,2025, to provide cremation services for the decedent and, subsequently, they are not able to provide this service.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amended Order

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Andrea Schiele	05/02/2025 11:49 AM
Form Started By: Andrea Schiele		Started On: 05/02/2025 11:36 AM
Final Approval Date: 05/02/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

AMENDED ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMENT OF DECEDENT'S REMAINS
(Verna Jean Tibbs)

Pursuant to the Laws and Rules of the State of Texas, the Texas Health & Safety Code, Chapter 711, Section 711.002(e), and the common law granting the County authority to regulate the public health and safety, the Commissioners Court of Williamson County finds that:

Verna Jean Tibbs (SSN xxx-xx-2662) passed away on March 17, 2025, at the age of 69, at Round Rock Heart Hospital located at 2400 Round Rock Ave, Round Rock, Texas, 78681, Williamson County.

The Court also finds that there has been an investigation to obtain information regarding next of kin and the ability to pay for interment expense. However, all attempts to contact any known next of kin of the deceased's family have failed to identify any responsible or known next of kin with the ability to pay for necessary expenses. In the facts presented in this case, the deceased's body has either become abandoned or those with the ability to pay are unable to do so.

The Court finds that this case involves either an abandoned body or is qualified for indigent burial; therefore, the duty to cover the costs of interment

falls to Williamson County.

IT IS THEREFORE ORDERED THAT the deceased body shall be interred (*i.e.,* permanent disposition of remains by entombment, burial, or placement in a niche).

IT IS FURTHER ORDERED THAT costs of cremation of the deceased be paid by Williamson County, Texas in accordance with its policies and regulations and that Beck Funeral Home is granted authority to cremate the deceased.

Signed and entered this 6th day of May 2025.

_____
Steven Snell
Williamson County Judge

Commissioners Court - Regular Session **35.**

Meeting Date: 05/06/2025

Proclamation-National Correctional Officers Week for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Proclamation recognizing May 4-10, 2025 as National Correctional Officers Week.

Background

National Correctional Officers Week was established on May 5, 1984 by Former President Ronald Reagan. He saw the need to create a week for Correctional Officers to thank them for their services and celebrate their contributions to society. He stated that the position of Correctional Officer is essential to the day to day operations of these jails; without them, it would be impossible to achieve the foremost institutional goals of security and control. The duties of these officers have become increasingly complex and demanding. They are called upon to fill, simultaneously, custodial, supervisory and counseling roles. The professionalism, dedication and courage exhibited by these officers throughout the performance of these demanding roles deserve our utmost respect.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

National Correctional Officers Week

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	04/24/2025 02:53 PM
Form Started By: Starla Hall		Started On: 04/17/2025 03:11 PM
Final Approval Date: 04/24/2025		

To recognize National Correctional Officers Week 2025 and to thank Correctional Officers for their services and the tremendous job they do and exceptional performance of duties under the most difficult of circumstances.

WHEREAS, one of the primary goals of Correctional Officers is to provide an effective Corrections system that concentrates on quality for all inmates in its care, custody and control and are essential to the success of our criminal justice process; and

WHEREAS, Correctional Officers are committed to ensuring public safety by establishing and maintaining security within the facility and supervising offender conduct and behavior to avoid conflicts and escapes; and

WHEREAS, Correctional Officers and employees provide offenders with direction, hope and a new focus while assisting with reentry and life outside corrections; and

WHEREAS, Correctional Officers rise to meet any challenge and serve this honorable profession nobly and admirably; and

WHEREAS, Correctional Officers strive to maintain a safe working and living environment in Williamson County's correctional facility. Without them, it would be impossible to achieve the foremost institutional goals of security and control. All citizens are asked to join in expressing appreciation for the outstanding service of Correctional Officers and for the sacrifice they make to protect the citizens of our community.

NOW THEREFORE, BE IT PROCLAIMED that the Commissioners Court of Williamson County, State of Texas, hereby proclaims May 4-10, 2025 as National Correctional Officers Week in Williamson County, Texas and publicly salutes the service of Correctional Officers in our community.

Dated this 6th day of May 2025

_____

Williamson County Judge or Presiding Officer
On behalf of the Williamson County Commissioners Court Members

Commissioners Court - Regular Session **36.**

Meeting Date: 05/06/2025

Ray LaHood Award

Submitted For: Cynthia Long **Submitted By:** Kathy Pierce, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action to recognize Bob Daigh as the recipient of the Ray LaHood Award by the Heart of Texas Chapter of the WTS for contributions to the advancement of opportunities for women in the transportation fields.

Background

The WTS Foundation was founded in 2009 to advance opportunities for women in the transportation fields. It helps support the next generation of transportation leaders and, through the generous support of the WTS members and supporters, it has provided millions of dollars in scholarships to deserving students throughout the transportation industry. The Honorable Ray LaHood Award is presented by the WTS to a man who leads by example and seeks out opportunities to advance and advocate for women in the transportation industry. The “man of the year” honor is an award for a man who is key to advancing the WTS mission to attract, retain, and advance women in transportation. The honoree is one who contributes towards the advancement of women in the transportation field and who has made an outstanding contribution to the transportation industry. The Ray LaHood Award was presented on Saturday, April 26, 2025, by the WTS Heart of Texas Chapter to Bob Daigh.

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	05/01/2025 11:02 AM
Form Started By: Kathy Pierce		Started On: 04/30/2025 04:43 PM
Final Approval Date: 05/01/2025		

Commissioners Court - Regular Session **37.**

Meeting Date: 05/06/2025

Air Quality Awareness Week Proclamation 2025

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 designating May 5 - 9, 2025 as Air Quality Awareness Week in Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Air Quality Awareness Week Proclamation

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 10:57 AM
Form Started By: Garry Brown		Started On: 04/30/2025 01:21 PM
Final Approval Date: 05/01/2025		

PROCLAMATION

WHEREAS, air quality can threaten our environment, economy, and the health of the residents of Williamson County and our 10-county region; and

WHEREAS, children, older adults, people with lung disease and those with heart disease are particularly affected by poor air quality. According to the American Lung Association, nearly 1.3 million people out of 2.47 million in the Austin-Round Rock-San Marcos Metropolitan Statistical Area (MSA) are at risk; and

WHEREAS, in 2024 air quality in our MSA was moderate or worse according to the Air Quality Index (AQI) nearly 50% of days, and we exceeded the federal 8-hour ozone standard and the annual fine particulate matter standard, AGAIN, which increases the region's risk of being designated nonattainment; and

WHEREAS, remaining in compliance with the National Ambient Air Quality Standards (NAAQS) is important not only for public health, but also for the region's economy and ability to conduct transportation planning and business construction; and

WHEREAS, the goals of the 2019-2026 Austin-Round Rock-San Marcos MSA Regional Air Quality Plan is to maximize the probability of compliance with the NAAQS and minimize health and environmental impacts of air pollutants; and

WHEREAS, the U.S. Environmental Protection Agency has designated May 5 - 9, 2025, as National Air Quality Awareness Week; and

WHEREAS, Williamson County supports CAPCOG and the efforts of the Central Texas Clean Air Coalition and the U.S. Environmental Protection Agency to promote air quality; and

WHEREAS, individuals can contribute to cleaner air by driving less, by carpooling, and using public transportation, by driving clean through limiting idling of your vehicle, and performing regular maintenance on your car, and conserving energy by installing solar panels on your home.

NOW THEREFORE BE IT RESOLVED, that the Williamson County Commissioners Court hereby proclaims May 5 - 9, 2025 as

"Air Quality Awareness Week"

in Williamson County and encourages residents to act to 'Be Air Aware' and educate themselves about local air quality by visiting CAPCOG's Air Central Texas website at AirCentralTexas.org and by promoting air quality and air quality awareness within our county and region at large.

Passed by Commissioners Court and Signed on this date: _____

_____

Steven Snell, County Judge

As Presiding Officer and on behalf of the Williamson County Commissioners Court

Commissioners Court - Regular Session **38.**

Meeting Date: 05/06/2025

Approval of Amendment #2 for Contract #202549 with Milliman, Inc. for Actuarial services for Commissioner Court/Risk Management

Submitted For: Joy Simonton **Submitted By:** Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Amendment #2 to Contract #202549 regarding actuarial services, originally awarded in Commissioners Court on October 29, 2024, under Agenda Item #06, between Williamson County and Milliman, Inc. and authorizing the execution of the Amendment.

Background

The Milliman, Inc. Contract # 202549 amendment #2 is for actuarial services with a $2,500 change. It does not extend the contract's expiration date of September 30, 2025, Agenda item #6. This amendment outlines Milliman's proposed actuarial services and flat fees to Williamson County, for analyzing its self-insured workers' compensation program. The funding source is 01.0100.0510.004100, Origination ID #1165, and the point of contact is Shannon Francis.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Original contract

Form 1295 Milliman

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/01/2025 11:23 AM
Hal Hawes	Hal Hawes	05/01/2025 11:25 AM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:21 PM
Form Started By: Cheryl Johnson		Started On: 04/21/2025 01:36 PM
Final Approval Date: 05/01/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM #1
REGARDING CONSULTING SERVICES AGREEMENT #202549
(Milliman, Inc.)

The Consulting Services Agreement ("Contract") entered into by and between Milliman, Inc. and Williamson County, Texas, on or about October 29, 2024, is hereby amended by replacing the original engagement letter with the new engagement letter dated March 12, 2025, which is attached hereto as Exhibit "A".

This amendment will have a $2,500.00 change.

This amendment will not extend the expiration date of the Contract.

In all other respects, the Contract is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this Contract. It is mutually understood that this Addendum #2 shall not become effective until signed by both parties below.

WILLIAMSON COUNTY, TEXAS:

_____
Authorized Signature

_____
Printed Name

Date: _____, 20___

Milliman, Inc.:

David M. Lang
Authorized Signature

David M. Lang
Printed Name

Date: April 21, 20 25

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Apr 22 2025 Time: 1:19 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Apr 22 2025 Time: 1:02 pm

Exhibit "A"

Milliman

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

Tel +1 214 570 8456

milliman.com

March 12, 2025

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

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

Dear Shannon:

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

SCOPE OF SERVICES

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

Our estimates will be for Wilco as a whole, including an allocation of claim costs to department. Our estimates will be presented on both an undiscounted and discounted basis to reflect the potential investment income that can be earned on loss funds held.

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

COST OF SERVICES

Milliman agrees to perform the above scope of work for a flat fee per analysis segment as outlined below. We note that these amounts do not include necessary project-related expenses. For this assignment, we expect project-related expenses to be minimal, if any.

COST OF SERVICES PROVIDED	
Analysis Segment	**Fixed Fee**
Workers Compensation Self-Insurance	$ 6,800
Allocation to Department	2,500
Total Cost	**$ 9,300**

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

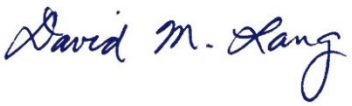
All work will be subject to the terms and conditions of the Consulting Services Agreement between Milliman and Wilco effective October 29, 2024.

♦♦♦♦♦♦♦

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

Sincerely,

David M. Lang, FCAS, MAAA



Principal & Consulting Actuary

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

Signature: _____

Name: _____

Title: _____

Date: _____

Milliman

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

Tel +1 214 570 8456

milliman.com

April 26, 2024

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

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

Dear Shannon:

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

SCOPE OF SERVICES

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

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

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

COST OF SERVICES

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

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

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

♦♦♦♦♦♦♦

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

Sincerely,

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

Attachments: Consulting Services Agreement

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

Signature: Bill Gravell (Oct 29, 2024 11:19 CDT)

Name: Bill Gravell

Title: County Judge

Date: Oct 29, 2024

CONSULTING SERVICES AGREEMENT

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

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

   AUTHORIZED EXPENSES: In the event Client authorizes, in advance and in writing, reimbursement of non-labor expenses related to the services subject of this Contract, Client will pay such actual non-labor expenses in strict accordance with the Williamson County Vendor Reimbursement Policy (as amended), which is incorporated into and made a part of this Contract by reference. The Williamson County Vendor Reimbursement Policy can be found on the County Auditor's webpage on the Williamson County website at: www.wilcotx.gov/351/Vendor-Reimbursement. Invoices requesting reimbursement for authorized non-labor expenses must be accompanied by copies of the provider's invoice and clearly set forth the actual cost of the expenses, without markup.

2. **TOOL DEVELOPMENT.** Milliman shall retain all rights, title, and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret, and other intellectual property rights) in and to all technical or internal designs, data, databases, methods, ideas, concepts, know-how, techniques, generic documents, and templates that have been previously developed by Milliman or developed during the course of the provision of the services (the "Milliman Tools") provided such generic documents or templates do not contain any Client Confidential Information, as defined in the Section below entitled "Confidentiality". Rights and ownership by Milliman of the Milliman Tools shall not extend to or include all or any part of Client's Confidential Information. To the extent that Milliman may include in Milliman's work any Milliman Tools, Milliman agrees that Client shall be deemed to have a fully paid up license to make copies of the Milliman Tools as part of this engagement for its internal business purposes and provided that such Milliman Tools cannot be modified or distributed outside the Client without the written permission of Milliman or except as otherwise permitted herein under the Section below entitled "No Third Party Distribution".

3. **CLIENT DATA.** Client hereby authorizes Milliman to use the data specifically pertaining to Client and/or its employees, agents and customers that Milliman may obtain in the course of performing services (the "Client Data") for the purpose of enabling Milliman to perform services. Client warrants and covenants that, throughout the term of this Agreement, Client has, and will have, the right to authorize Milliman's use of the Client Data as set forth in this Agreement. In addition, Client grants Milliman the right to deidentify and aggregate Client Data and to use such deidentified and aggregated data ("Pooled Client Data") for its own purposes, provided that such data is never re-identified or associated with Client. Such deidentified and aggregated data shall not be considered Client Data.

4. **LIMITATION OF LIABILITY.** Milliman will perform all services in accordance with applicable professional standards. In the event of any claim(s) arising from services provided by Milliman at any time, the total liability of Milliman, its officers, directors, agents, and employees to Client shall not exceed, in the aggregate, five million dollars ($5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract, or otherwise. In no event shall Milliman be liable for lost profits of Client or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman.

5. **DISPUTES.** In the event of any dispute arising out of or relating to the engagement of Milliman by Client, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a

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

6. **CHOICE OF LAW.** The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of Texas without regard to its conflict of laws provisions. In the event any provision of this Agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.

7. **NO THIRD PARTY DISTRIBUTION.** Milliman's work is prepared solely for the use and benefit of Client in accordance with its statutory and regulatory requirements. Milliman recognizes that materials it delivers to Client may be public records subject to disclosure to third parties, however, Milliman does not intend to benefit and assumes no duty or liability to any third parties who receive Milliman's work and Milliman may include disclaimer language on its work so stating. Client agrees not to remove any such disclaimer language from Milliman's work. To the extent that Milliman's work is not subject to disclosure under applicable public records laws, Client agrees that it shall not disclose Milliman's work to any third parties without Milliman's prior written consent; provided, however, that Client may distribute Milliman's work to its professional service providers who are subject to a duty of confidentiality and who agree to not use Milliman's work for any purpose other than to provide services to Client, and any applicable regulatory or governmental agency, as required by law.

8. **USE OF NAME.** Client agrees that it shall not use Milliman's name, trademarks, or service marks, or refer to Milliman directly or indirectly in any media release, public announcement, or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites, or business presentations, without Milliman's prior written consent for each such use or release, which consent shall be given in Milliman's sole discretion.

9. **CONFIDENTIALITY.** In connection with this Agreement, each party hereto (a "disclosing party") may disclose its confidential and proprietary information to the other party (a "receiving party"). Subject to the exceptions listed below, a disclosing party's "Confidential Information" means as information disclosed by the disclosing party to the receiving party under this Agreement that is either: (i) clearly marked or otherwise clearly designated as confidential or proprietary; or (ii) should be reasonably understood by the receiving party to be the confidential or proprietary information of the disclosing party.. During the term of this Agreement and after its expiration or termination, a receiving party shall not disclose to any third party a disclosing party's Confidential Information without the prior written consent of the disclosing party. In addition, each party agrees to take reasonable measures to protect the other party's Confidential Information and to ensure that such Confidential Information is not disclosed, distributed, or used in violation of this Agreement (which measures shall be no less than that which a reasonable person would take with respect to like confidential, proprietary, or trade secret information). Notwithstanding anything to the contrary, the obligations of the receiving party set forth in this paragraph shall not apply to any information of the disclosing party which: (i) is or becomes a part of the public domain through no wrongful act of the receiving party; (ii) was in the receiving party's possession free of any obligation of confidentiality at the time of the disclosing party's communication thereof to the receiving party; (iii) is developed by the receiving party completely independent from the Confidential Information of the disclosing party; or (iv) is required by law or regulation to be disclosed, but only to the extent and for the purpose of such required disclosure after providing the disclosing party with advance written notice, if reasonably possible, such that the disclosing party is afforded an opportunity to contest the disclosure or seek an appropriate protective order.

10. **GENERAL.** This Agreement and any amendment hereto may be executed in two or more counterparts (including by facsimile or email attachment), each of which will be considered an original and all of which together will constitute one agreement. This Agreement shall not be deemed or construed to be modified, amended, or waived, in whole or in part, except by a separate written agreement duly executed by the parties to this Agreement. No document, purchase order, or any handwritten or typewritten text which purports to alter

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

[Signature Page Follows]

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

Milliman, Inc.

By David M. Lang

Print Name: David Lang

Title: Principal & Consulting Actuary

Date: 10-3-2024

Williamson County, Texas

By Bill Gravell (Oct 29, 2024 11:19 CDT)

Print Name: Bill Gravell

Title: County Judge

Date: Oct 29, 2024

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.

Agenda Item #06, CC 10.29.24 Approval of Service Contract 202549 Milliman - (Johnny)

Final Audit Report 2024-10-29

Created:	2024-10-28
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3KAeaFBTo-ZnDDRos6WVccTLPJ3W-X6w

"Agenda Item #06, CC 10.29.24 Approval of Service Contract 20 2549 Milliman - (Johnny)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-10-28 - 5:01:13 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-10-28 - 5:05:31 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-10-28 - 5:32:14 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-10-29 - 4:08:40 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-10-29 - 4:08:41 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-10-29 - 4:15:00 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-10-29 - 4:19:21 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-10-29 - 4:19:21 PM GMT

Powered by Adobe Acrobat Sign

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:
2025-1299329

Date Filed:
04/22/2025

Date Acknowledged:

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

Milliman, Inc.
Richardson, TX United States

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

Williamson County

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

202549
Actuarial Consulting Services

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

5 [redacted]

6 [redacted]

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.

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Williamson County

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202549
Actuarial Consulting Services

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

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

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

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

_____
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **39.**

Meeting Date: 05/06/2025

James Construction Group Vehicle Reimbursement Agreement for County Sheriff

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding approval and receipt of Vehicle Reimbursement Agreement with James Construction Group for off-duty contracting of County Sheriff Deputies to be effective May 6, 2025.

Background

This agreement gives permission for James Construction Group to contract County Sheriff Deputies in a private capacity and the County to invoice them for deputies' vehicle usage for traffic control by Samsung to aid in confusion for the most recent traffic switch at 12365 US 79 in Taylor and at the intersection of FM 3349 & CR 132 during peak hours to stop drivers from going the wrong way. This agreement will begin on May 6, 2025 and will terminate on September 30, 2025.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

James Construction Group

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 11:05 AM
Form Started By: Starla Hall		Started On: 04/30/2025 05:10 PM
Final Approval Date: 05/01/2025		

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

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

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

1. It is mutually agreed that while the DEPUTIES are working for the NON-GOVERNMENTAL ORGANIZATION, the DEPUTIES' primary responsibility is the enforcement of Federal and State laws and COUNTY Ordinances or Regulations to protect life and property and to keep the peace. The DEPUTIES are not allowed to enforce NON-GOVERNMENTAL ORGANIZATION policies or rules. DEPUTIES are at all times subject to the rules and policies of the LEA. ***NON-GOVERNMENTAL ORGANIZATION expressly acknowledges and agrees that such DEPUTIES are at all times independent contractors of the NON-GOVERNMENTAL ORGANIZATION when contracted by the NON- GOVERNMENTAL ORGANIZATION.***

2. **It is understood by the NON-GOVERNMENTAL ORGANIZATION that the COUNTY shall retain the right to withdraw at any time its permission for the DEPUTIES to work in a private capacity (including the right to terminate this agreement at any time).** If the permission of the COUNTY is withdrawn, the NON-GOVERNMENTAL ORGANIZATION agrees to terminate its contracting relationships with DEPUTIES. The NON-GOVERNMENTAL ORGANIZATION, as part of this AGREEMENT, binds itself to release and hold harmless the COUNTY from any liability or claim for damages in the event such permission is withdrawn by the COUNTY.

3. Prior to the beginning of DEPUTIES contracting with the NON- GOVERNMENTAL ORGANIZATION, the NON-GOVERNMENTAL ORGANIZATION shall obtain a comprehensive general liability insurance policy from a company authorized to do business in the State of Texas with minimum amounts of Ten Thousand Dollars ($10,000) per occurrence for property damage, One Hundred Thousand Dollars ($100,000) per person, and Three Hundred Thousand Dollars ($300,000) per occurrence for personal injury. COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.

4. The term of this AGREEMENT shall begin on May 6, 2025 and shall terminate on September 30, 2025. Any extension of this AGREEMENT must be set forth in writing and signed by both parties. Either party may terminate this Agreement, for convenience and without cause, by providing thirty (30) days' notice to the other party.

5. State law requires that law enforcement personnel conducting "off-duty" work must be both "full time" and "entitled" to fringe benefits. Tex. Occup. Code Sec. 1702.322(A) & (B)(i). Thus, part-time deputies and "reserve" officers may not conduct "off-duty" work.[1]

6. The COUNTY agrees that each of the DEPUTIES will be properly insured with automobile liability insurance while operating the patrol vehicle in accordance with Section 612.005(b) of the Texas Government Code, and any other applicable laws.

7. COUNTY agrees to invoice NON-GOVERNMENTAL ORGANIZATION for the reimbursement amounts for deputy vehicle usage at the rate of **$ 14.00 per hour per vehicle** (to cover NON-GOVERNMENTAL ORGANIZATION's fair share of costs for fuel, maintenance, and yearly premiums on automobile insurance).

8. NON-GOVERNMENTAL ORGANIZATION agrees to log and maintain all times that vehicles are allotted to off-duty work, whether actually used or parked, for each vehicle used by DEPUTIES on a monthly basis. NON-GOVERNMENTAL ORGANIZATION shall provide such vehicle time records to COUNTY and LEA no later than the last day of the end of each month in which vehicle usage occurs. COUNTY will invoice based on the total usage and rate, as set forth in Paragraph 7, and NON-GOVERNMENTAL ORGANIZATION will pay such invoice within ten days of the invoice date. Reporting must be submitted to:

   LEA: At the address set forth on signature page below

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

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

---

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

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

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

NON-GOVERNMENTAL ORGANIZATION:

Name of Organization: James Construction Group

Signature: _____

Printed Name: Christopher Walding

Title: Field Engineer

Date: April 30th, 2025

WILLIAMSON COUNTY LAW ENFORCEMENT AGENCY:

Name of Office: Sheriff

Printed Name of Official: Matthew Lindemann

Signature of Official: Matthew Lindemann

Date: April 30, 2025

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

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

TO BE EXECUTED BY COUNTY COMMISSIONERS COURT FOR
CONFIRMATION OF BUDGETARY AUTHORIZATION
RELATED TO USE OF
VEHICLES FOR OFF-DUTY WORK[2]

WILLIAMSON COUNTY COMMISSIONERS COURT:

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

Date: _____ _____, 20____

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

Commissioners Court - Regular Session **40.**

Meeting Date: 05/06/2025

Approval of an Addendum to the Service Agreement #22RFP80 for Towing and Impound Services, with CFKAA Holdings, LLC "Autura" for the Sheriff's Office

Submitted For: Joy Simonton **Submitted By:** Cheryl Johnson, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action to approve an addendum to the original contract #22RFP80, as approved by the Commissioner's Court on 05.31.2022, under item #33, for towing plus impound for the Sheriff's Office with CFKAA Holdings, LLC "Autura" and authorizing the execution of the addendum.

Background

This Addendum to Contract #22RFP80 is for Towing and Impound Services. Wilco, by the First Addendum to the Agreement has elected to exercise its right to renew the agreement for the first of two additional one-year terms. The first additional one term will begin on June 1, 2025. Wilco is also electing to extend the Agreement through this Addendum for the three (3) additional one-year right to renew terms, effective upon a written addendum executed each renewal period. The County does not pay any fees for these services and the county does not receive any revenue from these services. Tow providers dispatched by the contractor complete a tow on behalf of Wilco and the customer (registered vehicle owner) pays the administrative fee and the towing fee.

Note: A consent to assign from AutoReturn US LLC to CFKAA Holdins LLC dba Autura was approved by the Commissioners Court on 1/9/24.

These services will continue until the expiration date of the original contract, which will expire on May 31, 2027. The points of contact are Starla Hall and Virginia Johnson. There is no funding source needed, as there will be no cost to the Sheriff's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum

Original Agreement

1295 document

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	05/01/2025 11:43 AM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:21 PM
Form Started By: Cheryl Johnson		Started On: 04/17/2025 02:44 PM
Final Approval Date: 05/01/2025		

Docusign Envelope ID: 9F8BE37C-A05A-4F1D-8185-0B9F0F4677C1

FIRST ADDENDUM TO
AGREEMENT FOR TOWING AND IMPOUND SERVICES
22RFP80

UNLESS STATED ELSEWHERE, THIS ADDENDUM TO THIS AGREEMENT is entered into as of the date of the last signature below ("Effective Date") by and between CFKAA Holdings, LLC ("Autura" or "Contractor") and Williamson County, Texas ("Licensee");

WHERAS, Licensee and AutoReturn US, LLC are parties to an Agreement for Towing and Impound Services, effective June 2, 2022, related to Request for Proposal 22RFP80 (the "Agreement"); and

WHEREAS, AutoReturn US, LLC filed to change its name to CFKAA Holdings, LLC ("Autura" or "Contractor") with the Secretary of State for the State of Delaware, effective October 2, 2023; and

WHEREAS, Licensee and Contractor are desirous of extending the Agreement under the original terms; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, Licensee and Contractor agree as follows:

1. Licensee, by this First Addendum to the Agreement (the "Addendum"), has elected to exercise its right to renew the Agreement for the first of two additional one-year terms. The first additional one-term will begin on June 1, 2025.

2. Licensee has also elected to extend the Agreement through this Addendum for three (3) additional one-year right-to-renew terms, effective upon a written addendum executed by Licensee and Contractor for each renewal period.

3. In accordance with the terms outlined in Section 5.01 of the Agreement, Licensee acknowledges that Contractor's pricing will increase in the renewal period. Tow providers dispatched by Contractor to complete a tow on behalf of Licensee shall charge the customer (i.e., the registered owner of the towed vehicle) an Administration Fee in the amount of Twenty-Eight and 50/100 Dollars ($28.50), in addition to Contractor's additional towing charges.

4. Of the Administration Fee discussed above, twenty-Five and No/100 Dollars ($25.00) of the Administration Fees shall be paid to Contractor directly by the tow providers on a monthly basis. Tow providers will retain three and 50/100 Dollars of the Administration Fee. This price increase will apply to the next three (3) one-year renewal terms. Pricing adjustments for the final two (2) one-year renewal terms will be reevaluated and mutually agreed upon by Contractor and Licensee.

5. As agreed upon by the parties, Contractor will not require Licensee to adopt subscription-based pricing model during this current period or the subsequent renewal periods.

6. The parties expressly intend and agree that this Addendum is hereby incorporated into the Agreement and the terms herein shall modify and control the terms in the Agreement. Any inconsistency between the terms of this Addendum and the terms of the Agreement shall be resolved in favor of the terms contained in this Addendum.

Docusign Envelope ID: 9F8BE37C-A05A-4F1D-8185-0B9F0F4677C1

7. All other terms of the Agreement will remain in full force and effect.

8. The Contractor certifies that this Addendum has been duly authorized and approved by all required organizational action of the Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to be effective as of the date of the last signature below.

Contractor: CFKAA Holdings, LLC

DocuSigned by:
Bryan Day
8134518B187C4C9...

By: _____
Name: Bryan Day
Title: Chief Financial Officer

4/21/2025

Licensee: Williamson County, Texas

By: _____
Name: _____
Title: _____

Approved as to Legal Form
HAL HAWES
General Counsel, Commissioners Court
Date: Apr 14 2025 Time: 11:49 am

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Apr 14 2025 Time: 11:57 am

WILLIAMSON COUNTY, TEXAS AGREEMENT
FOR TOWING MANAGEMENT AND LOGISTIC SERVICES
WITH
AUTORETURN US, LLC

THE STATE OF TEXAS	§	
	§	
WILLIAMSON COUNTY, TEXAS	§	**KNOW ALL BY THESE PRESENT:**

That this Agreement for Towing and Impound Services (referred to herein as the "Agreement") is made and entered to be effective as of the date of the last party's execution below, by and between Williamson County, Texas, a political subdivision of the State of Texas, acting herein by and through its governing body, whose offices are located at 710 Main St., Georgetown, Texas 78626 (referred to herein as "County"), and AutoReturn US, LLC, whose address is 9440 W. Sahara Avenue, Suite 215, Las Vegas, Nevada 89117 (referred to herein as "AutoReturn"). This Agreement supersedes and replaces any previous agreement between the named parties, whether oral or written, and whether or not established by custom and practice.

RECITALS:

WHEREAS, County has issued 22RFP80 – RFP Wrecker Management and Dispatch System ("RFP") and County has selected AutoReturn as the most advantageous to the County and now desires to enter into an agreement for exclusive towing management and logistic services for all County-initiated tows and impound services (Tow Management Services); and

WHEREAS, AutoReturn desires to be the exclusive provider of Tow Management Services; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein, the parties mutually agree as follows:

1.01 DEFINITIONS

A. **Agreement** shall mean this mutually binding legal contract between County and AutoReturn whereby AutoReturn is obligated to provide specified services and perform specified obligations, and County is obligated to perform specified obligations.

B. **County** shall mean Williamson County, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Services** means work performed by AutoReturn to comply with promised delivery dates, specifications and technical assistance specified herein.

2.01 EFFECTIVE DATE, DURATION, AND TERM

A. This Agreement shall be effective on the date it has been signed by both parties hereto, and shall remain in full force and effect unless and until it expires by operation of the term stated herein, or until terminated or extended as provided herein.

B. The term of this Agreement is for thirty-sixty (36) months from the effective date hereof. After the initial thirty-six months, the parties may renew this agreement for two (2) additional one-year terms upon a written addendum for each renewal period.

C. County reserves the right to terminate this Agreement as set forth in Section 11.01.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The services which are the subject matter of this Agreement are attached hereto and incorporated herein as follows: 1) EXHIBIT "A": 22RFP80 – RFP Wrecker Management and Dispatch System; 2) EXHIBIT "B": AutoReturn Proposal Response to RFP; and 3) this Agreement, together comprise the Contract Documents.

In the event a dispute arises between terms and conditions of: 1) this Agreement; (2) Williamson County Request for Proposal #22RFP80; and (3) AutoReturn's Response to Williamson County Request for Proposal #22RFP80, applicable documents will be referred to for the purpose of Clarification or for additional detail in the following order of precedence: (1) terms and conditions of Williamson County Request for Proposal #22RFP80; (2) AutoReturn's Response to Williamson County Request for Proposal #22RFP80; and (3) this Agreement.

4.01 SCOPE OF WORK

AutoReturn shall satisfactorily complete all services described in the Contract Documents.

This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

5.01 COMPENSATION

AutoReturn shall manage on behalf of the County through its proprietary software ("ARIES/DISPATCH" as described in Exhibit "B") all County-initiated tows. In consideration for its services, for the duration of this Agreement, AutoReturn shall have the right to collect an Administration Fee from all County-initiated tows. Tow companies dispatched by AutoReturn to complete a tow on behalf of the County, shall charge the customer an Administration Fee in the amount of Twenty-Five and No/100 Dollars ($25.00) in addition to the towing charges. Twenty-Two and No/100 Dollars ($22.00) of this Administration Fees shall be paid to AutoReturn from the towing companies on a monthly basis. No payments shall be made from the County to AutoReturn and the County shall not receive any money from AutoReturn.

All prices offered herein shall be firm against any adjustment for one (1) year from the effective date of the Agreement. Prior to commencement of each anniversary date, the AGENCY will make all reasonable efforts to make a price adjustment based on the increase in the Consumer Price Index in place exactly ninety (90) days prior to each anniversary date compared to the Consumer Price Index exactly ninety (90) days prior to the effective date of the Agreement.

For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-US-All Items, Not Seasonally Adjusted (CPI -U), as published by the United States Department of Labor, Bureau of Labor Statistics. In the event where the CPI is a negative value, at no time will the County adjust below current pricing.

6.01 GRATUITIES AND BRIBES

County may, by written notice to AutoReturn, cancel this Agreement without liability to AutoReturn if it is determined to County that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by AutoReturn or its agents or representatives with respect to the performance of this Agreement. In addition, AutoReturn may be subject to penalties stated in Title 8 of the Texas Penal Code.

7.01 COUNTY'S REPRESENTATIVE

County hereby designates the following representative authorized to act in its behalf with regard to this Agreement.

Sheriff or designee
508 S. Rock St.
Georgetown, TX
78626

8.01 INSURANCE

AutoReturn shall meet all of the County's Insurance Requirements as set forth in the RFP (Exhibit A).

9.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

10.01 DEFAULT

If AutoReturn abandons or defaults under this Agreement and is a cause of County purchasing the specified services elsewhere, AutoReturn agrees that it will not be considered in the advertisement of the services and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

AutoReturn shall be declared in default of this Agreement if it does any of the following:

A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;

B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or

C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

11.01 TERMINATION AND SUSPENSION

A. County has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon One Hundred Twenty (120) days' written notice to AutoReturn.

B. In the event of any default by AutoReturn, County has the right to terminate this Agreement for cause, upon thirty (30) days' written notice to AutoReturn.

C. AutoReturn has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by County, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event County terminates under subsections (A) or (B) of this section, the following shall apply: Upon County's delivery of the referenced notice to AutoReturn, AutoReturn shall discontinue all services in connection with the performance of this Agreement.

12.01 INDEMNIFICATION

AutoReturn shall defend (at the option of County), indemnify, and hold County, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of AutoReturn, or AutoReturn's agents, employees or subcontractors, in the performance of AutoReturn's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of County or AutoReturn (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

13.01 COMPLIANCE WITH LAWS, COUNTY REGULATIONS AND POLICIES

A. AutoRetun, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the County Regulations and Policies of Williamson, County, Texas, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of AutoReturn verifies AutoReturn does not boycott Israel and will not boycott Israel during the term of this Agreement.

14.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

15.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or

2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to AutoReturn:
AutoReturn US, LLC
9440 W. Sahara Avenue, Suite 215
Las Vegas, Nevada 89117

Notice to County:
Williamson County
Attn: County Judge
710 Main St.
Georgetown, TX 78626

With Copies to:
Williamson County Sheriff
508 S. Rock St.
Georgetown, TX 78626

16.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in 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.

17.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between AutoReturn and the County. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the County Council.

18.01 DISPUTE RESOLUTION

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

19.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a

provision which is of the essence of this Agreement be determined void.

20.01 MISCELLANEOUS PROVISIONS

Standard of Care. AutoReturn represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. AutoReturn understands and agrees that time is of the essence and that any failure of AutoReturn to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. AutoReturn shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to County due to AutoReturn's failure to perform in these circumstances, County may pursue any remedy available without waiver of any of County's additional legal rights or remedies.

Force Majeure. Neither County nor AutoReturn shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

Confidentiality. The parties recognize and understand that County is subject to the Texas Public Information Act and its duties run in accordance therewith.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have duly executed this Agreement.

WILLIAMSON COUNTY, TEXAS

By: Bill Gravell (Jun 2, 2022 10:03 CDT)
Printed Name: Bill Gravell, Jr.
Title: County Judge
Date Signed:

FOR COUNTY, ATTEST:

By: Andrea L. Schiele (Jun 2, 2022 10:23 CDT)
Printed Name: Andrea Schiele
Title: Chief of Staff
Date Signed:

AUTORETURN US, LLC

By: Raymond Krouse (May 19, 2022 15:16 EDT)
Printed Name: Raymond Krouse
Title:
Date Signed: Raymond Krouse
May 19, 2022

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:
2025-1293580

Date Filed:
04/09/2025

Date Acknowledged:
04/09/2025

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

CFKAA Holdings, LLC
Covina, CA 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, TX

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.

22RFP80
CFKAA Holdings, LLC ("Autura") is a software provider to municipalities to manage towing logistics and impound operations.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Besprozvany, Vladimir	San Francisco, CA United States	X	
Maloney, Joey	San Francisco, CA United States	X	
Burgess, Traci	Palm Beach Garden, FL United	X	
Bettman, Jordan	New York City, NY United States	X	
Oberg, Soren	Boston, MA United States	X	
Catalfano, Tony	Atlanta, GA United States	X	
Winton, Michael	Boston, MA United States	X	
Day, Bryan	Montgomery, TX United States	X	
Malo, Ryan	Washington, DC 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

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:
2025-1293580

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04/09/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
CFKAA Holdings, LLC
Covina, CA 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, TX

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.
22RFP80
CFKAA Holdings, LLC ("Autura") is a software provider to municipalities to manage towing logistics and impound operations.

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		Controlling	Intermediary
Besprozvany, Vladimir	San Francisco, CA United States	X	
Maloney, Joey	San Francisco, CA United States	X	
Burgess, Traci	Palm Beach Garden, FL United	X	
Bettman, Jordan	New York City, NY United States	X	
Oberg, Soren	Boston, MA United States	X	
Catalfano, Tony	Atlanta, GA United States	X	
Winton, Michael	Boston, MA United States	X	
Day, Bryan	Montgomery, TX United States	X	
Malo, Ryan	Washington, DC United States	X	

[redacted] ☐

6 [redacted]

[redacted] _____, _____, _____.
[redacted] (city) [redacted])

[redacted]

[redacted] State of District of Columbia, on the 9 day of April (month), 2025 (year).

Ryan Malo
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **41.**

Meeting Date: 05/06/2025

SAVNS participating entities services agreement for Williamson County

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Statewide Automated Victim Notification Service (SAVNS) participating entities services agreement with SylogistGov, Inc as the new statewide vendor.

Background

Williamson County has a contract with the Office of the Attorney General for the purpose of Statewide Automated Victim Notification Service (SAVNS) grant program to assist Texas counties and other entities in maintaining a statewide system that will provide relevant offender release information, notification of relevant court settings or events to crime victims and other interested individuals, promote public safety and support the rights of victims of crime. As of September 1, 2024, the OAG made grant funds available for eligible expenses related to SAVNS services delivered to Williamson County by Appriss Insights, LLC. However, as of May 1, 2025, the OAG has contracted with SylogistGov, Inc as the new statewide vendor to provide SAVNS to each of the participating entities. The agreement shall end on August 31, 2026. The agreement may be renewed for two (2) optional, two (2) year renewal terms, only to the extent the OAG Contract no. C-02213 for SAVNS remains in effect and is renewed. There is no fiscal impact to Williamson County, since the County is included in the grant agreement with the OAG, the grant program will reimburse the costs incurred for Sylogist's victim notification services for jails and/or courts.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

SylogistGov agreement

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/25/2025 02:03 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:21 PM
Form Started By: Starla Hall		Started On: 04/25/2025 10:59 AM
Final Approval Date: 05/01/2025		

KEN PAXTON
ATTORNEY GENERAL OF TEXAS

April 16, 2025

To: OAG SAVNS Grantees

Re: Service Agreement Between OAG SAVNS Grantees and SylogistGov, Inc.

Dear SAVNS Grantee:

The Office of the Attorney General (OAG) recently issued a new contract to SylogistGov, Inc. to provide victim notification software for Texas' Statewide Automated Victim Notification Service (SAVNS) program. This replaces the previous software used by your county, Texas VINE, operated by Appriss Insights, LLC. The transition to the new vendor will be completed by August 31, 2025.

As we begin this important transition, the OAG asks for your partnership on several key steps ahead. A critical next action is executing the **enclosed Service Agreement** between your entity and SylogistGov, Inc. The agreement mirrors the Service Agreement language signed in previous years by your entity with Appriss Insights, LLC.

Due to the compressed timeline referenced above, we respectfully request expedited review and execution of the Service Agreement by May 16, 2025. Delays beyond this date may affect Sylogist's ability to fully transition victim notification services for your county by the deadline of August 31, 2025—potentially causing service disruptions that we must avoid. It is the top priority of the OAG to ensure a smooth transition and the continuity of victim notifications service operations for your county. We are here to assist in this process in any way that we can.

SylogistGov, Inc. will contact your county directly begin onboarding with your SAVNS program staff, IT points of contact, and your jail management and court management system vendors. The OAG Grants Administration Division has also shared several critical communications in recent weeks outlining these next steps that we encourage you to review.

For any questions regarding the enclosed Service Agreement or the transition generally, please reach out to:

- Julie Wise, Sylogist – Julie.Wise@sylogist.com
- Jimmy Bailey, OAG Crime Victim Services Division –Jimmy.Bailey@oag.texas.gov

Thank you for your continued partnership and commitment to ensuring uninterrupted notification services for crime victims across Texas.

Respectfully,

Alisha Jackson
Grants Administration Division Chief

PARTICIPATING ENTITIES SERVICES AGREEMENT FOR THE

STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICE (SAVNS)

CONTRACT NUMBER: 52025-SYZ-Williamson County

The Office of the Attorney General (OAG) is the Texas State agency tasked with providing a Statewide Automated Victim Notification Service (SAVNS) to a variety of political subdivisions of the State of Texas, including counties, county Sheriffs, Community Supervision Departments, courts, clerks, district attorneys, county attorneys, and others that are participating in the SAVNS ("Participating Entities"). The OAG conducted a competitive solicitation and contracted with SylogistGov, Inc. as the statewide vendor to provide SAVNS to each of the Participating Entities.

This Agreement is entered into by and between the Williamson County ("Named Entity"), and SylogistGov, Inc. ("Contractor"), (collectively, "the Parties").

1. **Purpose of the Agreement**.
   This Participating Entities Services Agreement ("Agreement") is issued in order for Contractor to provide all of the SAVNS services to ("Named Entity") as described in the Contract Documents referenced in Section 5 of this Agreement which are fully incorporated herein by reference.

2. **Contract Term.**
   This Agreement shall be effective upon execution and the subscription term for the SAVNS solution shall begin on May 1, 2025 when modification and access to the Integrated Victim Services System (IVSS) is initiated. The agreement shall end on August 31, 2026. The Agreement may be renewed for two (2) optional, two (2) year renewal terms, only to the extent the OAG Contract No. C-02213 for SAVNS remains in effect and is renewed. Any such renewals shall be subject to the requirements of this Agreement and all of the Contract Documents referenced in Section 5 of this Agreement. For clarity, all of the terms regarding Termination shall apply to this Agreement as set out in the OAG Contract No. C-02213 for SAVNS referenced in Section 5 of this Agreement and incorporated herein, and the Named Entity/Participating Entity has all of the same requirements, rights, and remedies as the OAG as set out in the Termination sections of that Contract.

3. **Compensation and Invoicing.**
   The Parties stipulate and agree that the total amount to be paid to Contractor in consideration of full and satisfactory performance of all Contractor's duties, services, and obligations as set forth in this Agreement shall be billed on a recurring bi-annual basis, in accordance with Form B – SAVNS Pricing, and not to exceed the bi-annual fee per calendar year, in accordance with the Contract Documents referenced in Section 5 of this Agreement which are incorporated herein.
   The SAVNS services shall be performed for the bi-annual fee, which will be billed and invoiced in accordance with Form B – SAVNS Pricing and pursuant to the terms of this Agreement. Invoices will contain all pertinent information such as this Agreement's contract number, the dates of services rendered, and outages or performance issues, if any, all in accordance with the Contract Documents referenced in Section 5 of this Agreement.

4. **Appropriated Funds.**
   Payments are subject to the availability of appropriated funds. Whereas OAG provides grant funds to the Participating Entities as a reimbursement of the bi-annual fees due hereunder, Contractor acknowledges and agrees that payments for Participating Entity Services provided are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

5. Contract Documents and Order of Precedence.

This Agreement consists of the following documents in order of precedence:

a. This Agreement;
b. OAG Contract C-02213 for SAVNS;
c. SAVNS RFP dated February 14, 2025; and
d. Contractor's response to SAVNS RFP dated March, 7 2025.

Each of the above-referenced documents, together with all of their attachments and supporting documents, are hereby incorporated into this Agreement by reference.

6. Entire Agreement.

The Parties acknowledge that this Agreement constitutes the entire understanding between them with respect to the SAVNS. No other agreements or understandings, whether written or oral, that are not contained in this Agreement and its supporting Contract Documents shall be binding or valid.

Williamson County

Steven Snell, County Judge

Date

SylogistGov, Inc.

Nathan Branscome
Senior Director VSS

April 16, 2025

Date

SAVNS Modernization Project FAQs

1. **Service Agreement Overlap:**
   A. Why does Sylogist need a service agreement with the county now, when their victim notification services to counties doesn't begin until September 1, 2025?
   Response: **Before Sylogist begins working directly with counties and their contracted JMS/CMS vendors to establish the data exchange, Sylogist must receive an agreement from the county's authorized official. This is to protect the county and Sylogist.**

   B. Can the County enter into the new agreement with SylogistGov, Inc. while the current agreement with Appriss is still in effect until August 31, 2025?
   Response: **Yes. There is no conflict of interest or duplicity of services provided to the counties based on having a service agreement with Appriss and Sylogist.**

   C. If the county enters an agreement with Sylogist while concurrently receiving victim notification services from Appriss (VINES), will the county receive invoices from both Sylogist and Appriss during the overlap period?
   Response: **No. Sylogist will not invoice counties for victim notification services provided by Appriss. Because the OAG's contract with Appriss expires on August 31, 2025, counties will receive invoices from Appriss for services provided through August 31, 2025, in accordance with the invoicing schedules currently in place between the county and Appriss.**

   D. How will the agreement overlap period affect the county's grant agreement with the OAG?
   Response: **There will be no effect on the grant agreement. Counties participating in the OAG's SAVNS Grant program will continue to receive funds based on the terms of the grant agreement, whether the notification services are provided by Appriss or Sylogist.**

2. **Transition of Payments:**
   A. Will the county continue paying Appriss under the existing contract until August 31, 2025, and then switch payments to Sylogist?
   Response: **Yes, counties will pay Appriss for notification services under their existing service agreements with Appriss and based on the terms of the OAG's contract with Appriss. Both the OAG's contract with Appriss, and the county's service agreement with Appriss expire (terminate) on August 31, 2025. Payments to Sylogist will be based on notification services provided to OAG's SAVNS grant program's participating entities (jails and/or courts) beginning on September 1, 2025.**

   B. When will the county expect to start making payments to Sylogist after signing the service agreement?
   Response: **Counties who are currently OAG SAVNS grant recipients, will begin receiving invoices for notification services after September 1, 2025 for the participating entities (jails and/or courts) included in the grant agreement. Currently, counties are invoiced by Appriss on a quarterly basis. After September 1, 2025, counties may be allowed to negotiate with Sylogist to offer either quarterly or semi-annual invoicing models for the participating entities (jails and/or courts) included in the grant agreement with the OAG.**

   C. Will the county be obligated to pay Sylogist for a start-up or implementation fee based on the county's service agreement with Sylogist?
   Response: **No. For participating entities (jails and/or courts) who are currently OAG SAVNS grant recipients, Sylogist will not invoice for start-up or implementation costs. These costs**

have been waived for the participating entities (jails and/or courts) included in the grant agreement with the OAG.

3. **Costs:**
   A. Will the cost change between the OAG's SAVNS vendors, and will the county be affected by the cost change if there is one?
   Response: **For counties who have participating entities (jails and/or courts) included in the grant agreement with the OAG, the grant program will reimburse the costs incurred for Sylogist's victim notification services for jails and/or courts. There is no fiscal impact to counties. Sylogist will not invoice for start-up or implementation costs. These costs have been waived for the participating entities (jails and/or courts) included in the grant agreement with the OAG.**

   B. For fiscal planning and budgeting, what can the county expect to be invoiced for Sylogist's victim notification services beginning on September 1, 2025?
   Response: **The table below illustrates Sylogist's pricing based on county population. The OAG and Sylogist reference the Texas State Demographer for annual county population estimates.**

Pricing Tiers	Population Start	Population End	Startup & Implementation Costs*	Annual Jail Service Fee	Annual Court Service Fee*	Total Annual Fee per Tier (both Jails and Courts)**
0	5,000,000	Unlimited	$3500	$130,655	$33,451	$164,116
1	3,000,000	4,999,999	$2500	$102,774	$26,186	$128,960
2	2,000,000	2,999,999	$2500	$74,465	$18,966	$93,431
3	1,000,000	1,999,999	$2500	$52,227	$12,995	$65,222
4	400,000	999,999	$1750	$36,731	$9,139	$45,870
5	250,000	399,999	$1750	$24,445	$6,194	$30,639
6	100,000	249,999	$1750	$12,268	$3,052	$15,320
7	50,000	99,999	$1750	$8,394	$2,088	$10,482
8	20,000	49,999	$1500	$5,452	$1,180	$6,632
9	0	19,999	$1500	$3,444	$857	$4,301

*Startup & Implementation costs are waived for all present participants in the OAG SAVNS Grant program who participate in Phase I of the project.

**Pricing for courts is per required data exchange. For example, if a county has a district court and a county court that utilize the same CMS system, and that system transmits data for notification through one file or one API connection then it is priced as one. If multiple courts in one jurisdiction utilize different CMS vendors, or they are separate systems from one vendor requiring more than one interface, then court pricing is per interface.

OAG CONTRACT NUMBER: C-02213

This contract, number C-02213 ("Contract"), is entered into by and between the Office of the Attorney General ("OAG"), an agency of the State of Texas, and SylogistGov, Inc. ("Contractor"), (collectively, "the Parties").

1. **Purpose of the Contract.**
   Office of the Attorney General agrees to purchase, and Contractor agrees to provide, services to OAG as described in the associated documents. This Contract is issued for the development, implementation, and execution of a Statewide Automated Victim Notification Service (SAVNS) solution.

2. **Total Amount and Limitation of Liability.**
   The total amount of the Contract, and maximum liability of the State of Texas under this Contract, is $10,591,290.00, and the payment method(s) shall be as specified in the associated documents.

   In no event and under no circumstance will Contractor's cumulative aggregate liability to OAG (including liability to any person whose claim is based on or derived from a right or rights claimed by OAG and Participating Entities, as defined elsewhere in the Contract Documents), with respect to any and all claims at any and all times arising from or related to the subject matter of this Contract, in contract, tort (including negligence), or otherwise, exceed the total value of this Contract.

3. **Funding Obligation.**
   This Contract is contingent upon continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds, amendment to the Appropriations Act, or any other disruptions of current or future appropriated funding for this Contract, then OAG may restrict, reduce, or terminate funding under this Contract. In the event of a termination or cancellation under this Section, OAG will not be liable to Contractor for any damages that are caused or associated with such termination, or cancellation, and OAG will not be required to give prior notice.

4. **Payee.**
   The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

   Name: SylogistGov, Inc.
   Address: 10354 W Chatfield Ave, Ste. 200, Littleton, CO 80127
   Vendor Identification Number: 32063985041

5. **Term of the Contract.**
   This Contract begins upon signature by all Parties and ends on August 31, 2026.

   Optional renewal terms:
   1st Optional Renewal: September 1, 2026 – August 31, 2028
   2nd Optional Renewal: September 1, 2028 – August 31, 2030

OAG has the option, in its sole discretion, to renew the Contract as provided in the associated Attachments. OAG is not responsible for payment under this Contract before both Parties have signed the Contract.

6. **Authority.**
OAG enters this Contract under authority and in accordance with the State Purchasing and General Services Act (Title 10, Subtitle D, Chapters 2151 through 2176, Texas Government Code).

7. **Contract Documents and Order of Precedence.**
This Contract consists of multiple documents, including, this document ("Core Contract"); Request for Proposal 302-25-02213 (RFP) solicitation documents; Contractor's Response to RFP 302-25-02213; and any attachments, forms, exhibits, and addenda to the foregoing (collectively the "Contract Documents"). No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in the Contract Documents. In the event of a conflict between the provisions of the Contract Documents, the documents are given the following order of precedence:

    a. OAG Contract No. C-02213;
    b. SAVNS RFP 302-25-02213 dated February 14, 2025; including its exhibits, attachments, forms, service agreement, any Addenda and the OAG Response to Assumptions and Exceptions from SylogistGov, Inc.; and
    c. Contractor's response to RFP 302-25-02213, dated March 7, 2025, including Revised Pricing Form B, received March 20, 2025.

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by OAG and Contractor and incorporated herein.

8. **Entire Agreement.**
The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

Office of the Attorney General

DocuSigned by:
Lesley French
D98CA6B070F6470...

Lesley French
First Assistant Attorney General, or designee

3/26/2025 | 5:14 PM CDT
Date

SylogistGov, Inc.

DocuSigned by:
Grant McLarnon
EAC06269EA2041D...

Grant McLarnon
Chief Revenue Officer

3/26/2025 | 10:20 AM PDT
Date

Request for Proposal

STATEWIDE AUTOMATED VICTIM NOTIFICATION SERVICES (SAVNS)

Requisition Number: requisition number

CLASS: 952 ITEM: 61

Posting Date: February 14, 2025

Office of the Attorney General

State of Texas

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1 INTRODUCTION

The Texas Office of the Attorney General (OAG) is committed to upholding the highest standards of public service by ensuring that its operations are efficient, effective, and responsive to the needs of the people of Texas. The OAG is issuing this Request for Proposal (RFP) to solicit services of a single or multiple Contractor(s) for the development, implementation, and execution of a Statewide Automated Victim Notification Service (SAVNS) while providing the best value to the State of Texas. The OAG is seeking a solution that aligns with its mission to provide notifications of a Defendant's custody status and any changes in scheduled court events, from Participating Entities to Registered Individuals.

This solicitation is a critical step in our ongoing efforts to enhance the capabilities of our office, address emerging challenges, and ensure that we continue to serve the public with integrity and excellence. Through this RFP, the OAG seeks to partner with Contractor(s) who share our commitment to quality and who can contribute to the success of our initiatives.

1.1 Authority

This procurement will be conducted in accordance with the State Purchasing and General Services Act (Title 10, Subtitle D, Chapters 2151 through 2176, Texas Government Code) and the rules of the Comptroller of Public Accounts Statewide Procurement Division (SPD) including, but not limited to, the procedures prescribed by the SPD.

2 OVERVIEW

2.1 Background

The right to be notified of court proceedings is one of the most fundamental rights afforded to crime victims in Article 1, Section 30 of the Texas Constitution and Article 56A.051 of the Texas Code of Criminal Procedure. The Texas Legislature appropriates funds to the OAG to assist county and state entities in establishing, maintaining, and operating an information and notification service for the victims of crime in Texas.

This RFP is for a contracted, SAVNS software as a service (SAAS) for a Statewide Automated Victim Notification System (SAVNS) Solution that shall support Texas state agencies and counties with notifications of a Defendant's and Offender's custody status and any changes in scheduled court events to Registered Individuals.

2.2 Current Environment

The OAG currently provides automated victim notification services (via contract) for approximately 150 Participating Entities, including County Jails, County Courts, and the El Paso Community Supervision and Corrections Department (CSCD). See Form B Pricing for a list of Participating Entities.

A potential vulnerability of SAVNS is the possible release of inappropriate information to victims and registered entities. Examples could include sealed case data, juvenile case data, civil case information, and expunged cases. Over twenty software solutions are used by counties in Texas to manage courts, jails, and records. The selected Contractor for SAVNS shall address this potential vulnerability, demonstrate mitigation strategies/options, and create functional and programming options to prevent counties from transmitting inappropriate information from their own software solution into the SAVNS database.

2.3 Historical Information

Approximate Number of Defendants to be Tracked (during a year)	Over 500,000
Approximate Number of Court cases to be Tracked (during a year)	Over 2,000,000
Approximate Number of Calls to toll-free line per month Note: This includes only calls to the Contractor's Call Center. The call can be either automated or contractor-agent-assisted, depending on the needs(s) of the caller.	Over 25,000
Average Length of Call	Less than 3 minutes
Expected Performance Service Level	98% of calls answered within 90 sec
Average number of Calls to toll-free line per month that were Contractor agent-assisted	10,000
Average number of Calls to toll-free line per month to conduct a Site Search	25,000
Approximate Number of New Registrations per year	250,000
Approximate Number of Confirmed notification calls	100,000
Approximate Number of e-mail notifications	175,000
Approximate Number of text message notifications	400,000
Statewide Coverage – Population	95%
Statewide coverage – Reported Violent Crime	98%
Approximate Number of Website searches.	Between 300,000 and 400,000 per month.

2.4 Scope of Work

The Contractor shall provide a cost-effective and efficient, user-centric SAVNS Solution that allows victims and criminal justice professionals in Texas counties to have access to Defendant information, as outlined in Exhibit B, Data Elements. The SAVNS Solution should integrate information from county and state jail management systems (JMS), county and district court management systems (CMS), and other records management systems (RMS) from judicial and corrections entities in Texas.

The SAVNS Solution must be a reliable, scalable, and flexible platform that can provide near-real-time data and notifications. In addition, the Solution must provide OAG management and counties with access to the database, enabling them to view near-real-time dashboards and create ad hoc reports. It must include a toll-free statewide number and a website with easy entry points for victims to receive standard information and notifications on Defendant status and court events.

General services performed by the Contractor's SAVNS Solution include but are not limited to:

- Development, implementation, operation, maintenance, and monitoring of a statewide victim notification system.
- Programmed controls to ensure that information available to registered users (victims and Interested Parties) does not contain information prohibited from public disclosure.
- Implementation of a toll-free statewide number and website for registering for notifications.
- Development and implementation of a Call Center that is available 24 hours a day, seven days a week.

- Data Interfaces with county and state level JMS, CMS, and RMS systems that ensure Defendant Status Changes are reflected and also updated in SAVNS to prevent public access where prohibited by law, including removal of cases that are no longer subject to public disclosure.
- Oversight of final implementation and sustained notification system maintenance and monitoring.

The OAG will not host the SAVNS system on its servers or house and staff a Call Center. The Contractor shall be required to host the SAVNS system either on its own servers or on a secure "cloud" network that meets Criminal Justice Information System (CJIS) requirements. All services performed by the Contractor must be performed within the contiguous United States.

The OAG and Contractor shall establish a business model with two major components:

1. OAG SAVNS Contract consisting of documents referenced in Section 12 Contract Documents of this RFP and
2. SAVNS Participating Entities Services Agreement. Each Participating Entity shall enter a services agreement with the OAG SAVNS Contractor. A draft copy of the Participating Entities Services Agreement is attached to this RFP; see Exhibit A: Participating Entities Services Agreement.

3 DEFINITIONS

When capitalized, the following terms used in this RFP have the meaning set forth below. All other terms have the meaning set forth in the Merriam-Webster's Collegiate Dictionary, Eleventh edition.

Table 1: Terms and Definitions

Term	Definition
Addendum	A modification of the RFP issued by the OAG and posted on the ESBD.
BAFO	Best and Final Offer
BC/DR	Business Continuity/Disaster Recovery
Booking	After the Defendant is placed into custody, the arrest record is made by obtaining all necessary information from the Defendant. This process is called "booking" the Defendant.
Booking Record	A record of an arrest.
Business Day	The days (Monday through Friday) on which the OAG is open for business. The OAG is closed for business on the scheduled holidays indicated below. If a scheduled holiday falls on a weekend, the holiday is generally not observed. The OAG Contract Manager or designee will communicate any variation from the standard holiday schedule as it becomes known. Holiday — When Observed New Year's Day — January 1 Martin Luther King, Jr. Day — Third (3rd) Monday in January Presidents' Day — Third (3rd) Monday in February Memorial Day — Last Monday in May Independence Day — July 4 Labor Day — First (1st) Monday in September Veterans' Day — November 11 Thanksgiving holidays — Fourth (4th) Thursday & Friday in November Christmas holidays — December 24, 25 and 26
Business Hours	On Business Days, 7:00 a.m. to 6:00 p.m. Local Time
Call Center	Central location. which utilizes a single toll-free telephone number, for the Integrated Voice Response (IVR) system and live operators or personnel.

Term	Definition
Contract	Any contract resulting from this RFP, consisting of the Contract document(s) as described in Section 12 Contract Documents.
Contractor	The vendor(s) awarded the Contract(s) resulting from this RFP.
Contractor Agent(s)	Contractor's officials, employees, agents, consultants, Subcontractors, and representatives, and all other persons that perform Contract services on Contractor's behalf
Controlled Correspondence	Numbered and tracked correspondence regarding Contract-related issues
Conversion	The conversion from a previous notification system to the SAVNS.
CTCM	Certified Texas Contract Manager
CTCD	Certified Texas Contract Developer
Data Interface	The automated data link between Participating Entity data systems and the Contractor-provided Call Center system.
Defendant	A person who has been charged with a criminal offense against a person under Texas law.
Defendant Status Change	Any notification or change in a Defendant's custody or court status.
Deliverable	An artifact or collection of artifacts and/or documents the Contractor is required to produce.
EIR	Electronic Information Resources
ESBD	Electronic State Business Daily which is available online at https://www.txsmartbuy.gov/esbd
FEIN	Federal Employer Identification Number
HSP	HUB Subcontracting Plan
HUB	Historically Underutilized Business
Information Inquiry	An automated service that allows crime victims and Interested Parties to call a toll-free number twenty-four (24) hours a day, seven (7) days a week, 356 days a year to obtain information on a Defendant's custody or court status.
Interactive Voice Response System	An automated telephone system designed to respond to voice instructions or commands.
Interested Party	Any party that wishes to be notified of a change in a Defendant's custody and/or court status.
Key Staff	Any Contractor's staff in a management or decision-making position regarding the Contract. Key Staff includes the Implementation Project Manager, Contract/Engagement Manager, and Project/Operational Manager.
Local Time	Central Standard Time (CST) or Central Daylight Time (CDT), as is then prevailing, in Austin, Texas
NIGP	National Institute of Governmental Purchasing
OAG	Office of the Attorney General
OAG Protected Data and SAVNS Data	OAG Protected Data and SAVNS Data shall mean all documents, reports, data, records, forms, and other materials maintained by or otherwise obtained from the OAG, the Participating Entities, or any individual registered to receive notifications from the SAVNS system, which includes personally identifiable information, federal tax information, personal health information, criminal justice information, or any information that is classified as confidential or sensitive by federal or state law, by OAG policy, or is defined as "Personal Identifying Information" under Texas Business and Commerce Code §521.002(a)(1) or "Sensitive Personal Information" as defined by Texas

Term	Definition
	Business and Commerce Code §521.002(a)(2) or any other data or information which: (i) has been marked as confidential by any party; (ii) whose confidential nature has been made known by the OAG, the Participating Entities, or any individual registered to receive notifications under the SAVNS system; or (iii) that due to their character and nature, a reasonable person under like circumstances would treat as confidential.
Offender	A person who commits an illegal act.
Participating Entity	A state agency or Political Subdivision of the State of Texas, including counties, county Sheriffs, Community Supervision Departments, courts, clerks, district attorneys, county attorneys, and others that are participating in the SAVNS.
PAR	Progress Assessment Report – a monthly report that is due with each invoice for the entire life of the contract. The report must be submitted to the OAG HUB coordinator as a condition for payment.
Participating Entities Services Agreement	The model contract attached hereto as Exhibit A that shall be used between the Contractor and the Participating Entities.
Political Subdivisions	Refers to state agencies, counties and any other state or local governmental authority within the state of Texas.
Point of Contact	An individual who serves as a coordinator or focal point for information.
Registered Individual(s)	Individual(s) who have registered with the SAVNS and are to be notified of a Defendant's custody or court status.
Registration	When a victim or other Interested Party provides contact information via the internet or through a Call Center to be notified when a Defendant's custody status or court date changes.
Respondent	Any individual, partnership, or corporation submitting a Response. Unless the Contract clearly indicates otherwise, all terms and conditions of this Contract that refer to Respondent apply with equal force to Contractor.
Response	A Respondent's submission to this RFP
RFP	Request for Proposal – A formal document issued by the OAG to the market or vendor community requesting information or proposal for goods or services (this document)
SAVNS	Statewide Automated Victim Notification Service (SAVNS) - A system that establishes and maintains a statewide automated victim notification service for all entities that elect to participate in the Texas program
SAVNS Data	SAVNS Data shall mean all documents, reports, data, records, forms, and other materials maintained by or otherwise obtained from the OAG, the Participating Entities, or any individual registered to receive notifications from the SAVNS system, without regard to whether such data includes the type of information included in the definition of OAG Protected Data and SAVNS Data.
SAVNS Program Manager	A staff member of the OAG's Grants Administration Division assigned to the day-to-day operations of the SAVNS grant program.
Security Incident	An event that results in accidental or deliberate unauthorized access, loss, disclosure, modification, disruption, or destruction of information or information resources.
Solution	The Contractor's entire Offer including all applications, systems, databases, and website needed to perform the required services.
Subcontractor	An entity that contracts with a prime contractor to work or contribute toward completing work under a purchase order or other contract. The term does not

Term	Definition
	include employees of the contractor but includes contracted workers who will work on the contract.

4 PROCUREMENT INFORMATION

4.1 Point of Contact Information

Direct all communication to the Point of Contact (or designee) as shown below. ***ANY COMMUNICATION MADE OUTSIDE OF THE POINT OF CONTACT MAY RESULT IN CONTRACTOR DISQUALIFICATION.***

Roxanne D. Koltermann, CTCD, CTCM
Procurement and Contract Operations Division
Office of the Attorney General
P.O. Box 12548 M/C 028
Austin, TX 78711-2548
(512) 475-4489
roxanne.koltermann@oag.texas.gov

Respondents must not contact other OAG personnel concerning this RFP except as permitted by the Point of Contact. The only exception to this requirement is that Respondents may contact the OAG HUB Coordinator directly with questions regarding the proper submission of the HUB Subcontracting Plan (see Section. 5.4, HUB Subcontracting Probability Statement). Failure to comply with this requirement may result in disqualification.

All official communication concerning this procurement will be posted as an Addendum on the ESBD. The OAG is not responsible for personally communicating with each potential Respondent for this procurement. Each potential Respondent is solely responsible for checking the ESBD for official OAG communication concerning this procurement.

4.2 Schedule of Events

The OAG reserves the right to change the dates shown below.

Table 2: Schedule of Events

Event	Date/Time
Deadline for Submission of Questions	February 21, 2025, 4 p.m. Local Time
Questions and Answers Document Posted	February 28, 2025
Deadline for Submission of Responses	March 7, 2025, 4 p.m. Local Time
Expected OAG Evaluation of Responses	March 14, 2025
Expected Time Period for Discussions (if applicable)	March 14-28, 2025
Expected Contract Award Date	April 1, 2025

4.3 Questions

Submit all questions regarding this solicitation via the following link: https://texasoag.bonfirehub.com/opportunities/173499.

The deadline for submitting questions is the date and time listed in Section 4.2, Schedule of Events.

Questions submitted will be answered at the sole discretion of the OAG in an Addendum posted on the Electronic State Business Daily (ESBD). Answers will be considered official only if they are posted in an Addendum. Using Table 3, all questions should, to the degree possible, cite the specific RFP section, paragraph, and sentence number(s) to which the question refers.

Information in any form other than the materials constituting this RFP and any Addendum will not be binding on the OAG.

Table 3: Questions and Answers Format

Section#	Paragraph#	Sentence	Question

4.4 Addendum

Should an addition or correction become necessary after an RFP is issued, an Addendum relating to the necessary information will be posted on the ESBD. Respondents are responsible for periodically checking the ESBD for addenda or additional information. *Respondents must acknowledge the Addendum by returning the signature page of the Addendum with the Response.*

4.5 Attachments, Exhibits, and Forms

This RFP includes the following attachments, exhibits, and forms.

Table 4: Attachments

#	Attachments
1	Attachment A- Terms and Conditions
2	Attachment B- Certificate of Destruction for Contractors and Vendors
3	Attachment C- Security Incident Report for Contractors and Vendors

Table 5: Exhibits

#	Exhibits
1	Exhibit A- Participating Entities Services Agreement
2	Exhibit B- Data Elements

Table 6: Forms

#	Forms
A	Respondent's Execution of Proposal and Assurances (with Certification)
B	Pricing
C	Past Performance References
D	Canceled Contract References
E	Respondent Release of Liability (to Reference)
F	Certification Regarding Lobbying
G	Data Security Plan Outline
H	Respondent Information Form
I	Preference to Texas and United States Products and Texas Services
J	Business Continuity/Disaster Recovery Questionnaire
K	Key Staff Past Performance References

5 RESPONSE INSTRUCTIONS

5.1 Response Information

5.1.1 Response Irrevocability

Responses submitted in response to this RFP are irrevocable for 120 calendar days following the Response Due Date (see RFP Section 4.2, Schedule of Events). This period may be extended at the OAG Procurement and Contract Operations Division Director's request only by a Respondent's written agreement.

5.1.2 Costs Incurred

Respondents understand that issuance of this RFP in no way constitutes a commitment by the OAG to award a Contract or to pay any costs incurred by a Respondent in the preparation or submission of a Response to this RFP. The OAG is not liable for any costs incurred by a Respondent prior to the issuance of or entering into a formal agreement, Contract, or PO. Costs of developing Responses, preparing for or participating in oral presentations and site visits, or any other similar expenses incurred by a Respondent are entirely the responsibility of the Respondent and shall not be reimbursed in any manner by the State of Texas.

5.1.3 OAG Rights

All submitted Responses become the property of the OAG. The OAG reserves the right to use any and all ideas presented in any Response to the RFP. Selection or rejection of any Response does not affect this right.

The rights of the OAG include, but are not limited to:

1. Cancelling the RFP at its sole discretion
2. Suspending the procurement process and issuance of RFP addenda
3. Rejecting, in whole or in part, any and all Responses received in response to this RFP
4. Waiving administrative deficiencies and/or minor technicalities in Responses received
5. Utilizing any and all ideas submitted in the Responses received
6. Directing any Respondent to submit Response modifications addressing subsequent RFP addenda
7. Eliminating any requirements that are not met by all Respondents upon notice to all parties submitting Responses
8. Making typographical corrections to Responses, with the written concurrence of the Respondent
9. Changing computational errors with the written concurrence of the Respondent
10. Requesting Respondents to clarify their Responses and/or submit additional information pertaining to their Response
11. Making an award without:
    a) Requesting clarification of Responses
    b) Allowing modifications of the Responses
    c) Discussing and/or negotiating the Responses
    d) Requesting a BAFO

5.1.4 Ethics of the Competitive Process

To ensure the integrity of the competitive process, a Respondent may not directly or indirectly communicate any of the contents of its Response to:

- a competitor of the Respondent
- any other company, corporation, firm, partnership, individual, or related entities of the same parent company engaged in the same line of business as the Respondent
- a related entity of the Respondent engaged in the same line of business as the Respondent
- any other party, other than the OAG POC.

This prohibition is in effect during the preparation of the Response and while the Response is pending with the OAG, including the negotiation and finalization of any resulting Contract. In this context, the term "related entities" includes, but is not limited to, affiliates, subsidiaries, associates, branches, and divisions. It does not include entities that may occasionally enter into teaming agreements with one another to provide services under a contract with a third party but otherwise have no legal relationship with each other. The Respondent may communicate with

teaming partners, Subcontractors, and other entities that are part of the Respondent's offer as long as they are not part of another offer.

When a related entity of the Respondent (whether related at the time Responses are due or at any time thereafter) submits a competing Response, the OAG may require additional information to ensure each separate offer is independent.

Failure to provide or fully disclose all such information immediately upon any recognition of ethical violation(s) may, at OAG discretion, disqualify Respondent or result in the termination of any resulting Contract. ***RESPONDENT HAS AN ONGOING DUTY TO UPDATE ALL INFORMATION INCLUDED IN ITS OFFER AT ANY TIME THAT SUCH INFORMATION CHANGES.***

5.2 Response Submission

5.2.1 Response Delivery

Submit the Response via this link: https://texasoag.bonfirehub.com/opportunities/173499.

5.2.2 Response Organization

The Response must be signed and contain a paginated table of contents corresponding to the following sections:

- Section 1: Company Qualifications
- Section 2: Solution
- Section 3: Financial Assurance
- Section 4: Assumptions and Exceptions
- Section 5: Proprietary or Confidential Information
- Section 6: HUB Subcontracting Probability Statement
- Section 7: Forms
- Section 8: Pricing
- Section 9: Technology Accessibility
- Section 10: Information Protection Provisions

5.2.3 Timeliness of Response

To be eligible for consideration, Responses must be received by the OAG sole Point of Contact no later than the date and time specified in Section 4.2, Schedule of Events. Late Responses will not be considered under any circumstance.

The Respondent is solely responsible for allowing enough time for the timely receipt of the Response by the sole Point of Contact.

5.3 Response Contents

5.3.1 Section 1: Company Qualifications

5.3.1.1 Organizational Summary

The Respondent shall submit a summary of no more than five (5) pages summarizing the Respondent organization's overall qualifications and experience to carry out a contract of this nature and scope. If more than five (5) pages are provided, only the first five (5) pages will be considered. In addition to the summary, the information in Sections 5.3.1.2 through 5.3.10 is required; however, it will not count against the five (5) page limit.

5.3.1.2 Description of Respondent's Business and its Legal Relationships

The Respondent shall provide a description of the business (and if this is a joint venture, describe all businesses involved in the venture), including:

- Business name
- Address
- Type of organization
- Date of formation
- State of charter and corporate charter number

- FEIN

The Respondent will provide the name(s) and provide description(s) of any relationship(s) with any individual or entity that are, or may be, in any way related, directly or indirectly, in preparation of a Response and/or performance of the Contract.

This requirement to disclose and describe information includes any individual(s) and/or entity(ies) that provide financing or otherwise financially support, or expect to financially support, the Respondent in its performance of services under the Contract.

If the business is a division or subsidiary of any other organization, the summary will include the following information about the parent organization:

- Business name
- Address
- Type of organization
- Date of formation
- State of charter and corporate charter number
- FEIN

5.3.1.3 **Description of Subcontractors**

The Respondent shall provide a list of the Subcontractors who will provide goods or services under the Contract, including the following information:

- Business name
- Address
- Type of organization
- Date of formation
- State of charter and corporate charter number
- Listing of each principal partner or officer
- FEIN
- Percentage estimate of the Subcontractor's contribution to the overall Contract

If the subcontracting company is a division or subsidiary of any other organization, the Respondent shall include the following information about the subcontracting company's parent organization:

- Business name
- Address
- Type of organization
- Date of formation
- State of charter and corporate charter number
- FEIN

5.3.1.4 **Past Performance References**

The Respondent shall provide a list of no more than five (5), but no less than three (3) contracts performed by the Respondent as the prime Contractor within the three (3) years preceding the issuance of this RFP, for which the Respondent was the prime contractor and that are similar in nature and scope to the work described in this RFP. All past performance references should be listed on *Form C, Past Performance References* (the Respondent may make copies of the form as necessary).

For any listed contract, the Respondent must provide the following information:

1. Customer's company or entity name
2. Address
3. Contact name, telephone number, and email address The contact must be a senior representative from the customer who worked directly with the Respondent and can answer questions about their performance. If the reference is the OAG, this information is not needed.

4. Contract award date and the operational start (the date the Respondent's work/solution was fully operational) and end dates
5. Summary description of the contract and the services provided
6. Signed *Form E, Respondent Release of Liability (to Reference)* for each reference absolving the listed entity from liability for information provided to the OAG concerning the Respondent's performance of its engagement

5.3.2 **Section 2: Solution**

- Response to Statement of Work
- Response to implementation/onboard transition requirements
- Organization chart and Key Staff resumes
- End of contract transition
- Continuous improvement
- Response to Performance Management

5.3.3 **Section 3: Financial Assurance**

5.3.3.1 **Bankruptcy Disclosure**

The Respondent shall disclose if and when it has filed for bankruptcy within the last seven (7) years or make an affirmative statement that the Respondent has not filed for bankruptcy within the last seven (7) years.

If a Respondent is conducting business as a corporation, partnership, limited liability partnership, joint venture, or other form of artificial person, the Respondent shall disclose whether any of its principals, partners, or officers has filed for bankruptcy within the last seven (7) years.

5.3.3.2 **Litigation Disclosure**

The Respondent shall describe any docketed or adjudicated civil or criminal litigation that has occurred within the past ten (10) years, the date of inception, jurisdiction and cause number, a brief description of the action, and current status or disposition.

If the Respondent has no litigation within the past ten (10) years, then the Respondent shall provide an affirmative statement that there has been no litigation in the past ten (10) years.

5.3.3.3 **Dun & Bradstreet**

The Respondent shall submit a current Dun & Bradstreet "Comprehensive Insight Plus Report" prepared within thirty (30) calendar days prior to submitting the Response. If the Respondent is not rated by Dun & Bradstreet, the Respondent may submit a report similar in content and detail to the Dun & Bradstreet "Comprehensive Insight Plus Report" from Standard & Poor's or any similar report providing sufficient documentation to allow verification of the Respondent's financial viability, as long as the report was prepared within thirty (30) calendar days prior to submitting the Response.

This report should, at a minimum, include:

- Business and Principal history
- Financial Statement or, at a minimum, a Financial Statement Summary
- Creditworthiness assessment based on past performance
- Details of any public filings, such as suits, judgments, liens, bankruptcies, UCC filings, etc.
- Payment history
- Description of affiliated companies and branches

5.3.3.4 **Financial Statements**

The Respondent shall submit audited financial statements for the Respondent's three (3) most recent years prior to submitting a Response, including one (1) for the Respondent's fiscal year ending within twelve (12) months prior to submitting the Response. If any of the audited statements are not available, then unaudited financial statements may be submitted if

certified as “true, accurate, and complete” by the Respondent’s chief financial officer and/or treasurer/controller.

At a minimum, the Respondent shall submit the following basic financial statements:

- Balance Sheet (also referred to as a Statement of Financial Condition): Reports a company's assets, liabilities, and net equity as of a given point in time
- Income Statement (also referred to as a Profit and Loss or a Revenue and Expense statement): Reports a company's results of operations over a specific accounting period
- Cash Flow Statement: Reports a company's cash flow activities, particularly its operating, investing, and financing activities

5.3.3.5 Additional requirements for subsidiaries and Subcontractors

If the Respondent is either a subsidiary of a parent company or subcontracting with any entity that represents greater than or equal to 10% of the gross dollar value of the Respondent’s Pricing Submission, then financial documentation as required in Sections 5.3.3.3, Dun & Bradstreet and 5.3.3.4, Financial Statements must be submitted for that parent or Subcontractor. The requested information for the parent is not necessary if the Respondent is a wholly owned subsidiary.

5.3.3.6 Availability of information

If any of these elements are not available, Respondents shall provide a written statement explaining why each element is unavailable. The OAG, in its sole discretion, will determine the adequacy of any information provided.

5.3.3.7 Additional information

The OAG reserves the right to request additional financial information, as it deems necessary, to evaluate the Respondent and/or the Respondent’s parent or Subcontractors and, by submission of a Response, the Respondent agrees to provide the same.

5.3.4 Section 4: Assumptions and Exceptions

The Respondent will explicitly set forth any assumptions regarding, or exceptions to, any part of this RFP, referencing the specific RFP section number (formats shown below). **Any assumption or exception may result in the Contract not being awarded to the Respondent.**

Table 7: Assumptions

Section #	Section Title	Assumption

Assumptions may impact the scoring of the corresponding sections of the Response.

Table 8: Exceptions

Section #	Section Title	Exception	Proposed Language

Exceptions may impact the scoring of the corresponding sections of the Response.

If there are no exceptions, the Respondent shall explicitly state that the Respondent takes no exception to any part of this RFP.

If a Respondent does not take exception to or make an assumption regarding any requirement, term, or condition of this RFP in its Response, the Respondent shall be deemed to have accepted such requirement, term, or condition as is. **This applies to all parts of the RFP, including the terms and conditions set forth in** Section 15, TERMS AND CONDITIONS.

5.3.5 Section 5: Proprietary or Confidential Information

The Respondent shall explicitly identify in this section, using the format provided in Table 9: Proprietary or Confidential Information, any proprietary or confidential information; see Section 13, Public Information Act. If there are no parts of the Response to the SOW that should be treated as proprietary or confidential, Respondents shall explicitly state in their response.

Table 9: Proprietary or Confidential Information

Section #	Section Title	Page #	Comment

5.3.6 **Section 6: HUB Subcontracting Probability Statement**

The Respondent must submit the required HUB Subcontracting Probability Statement as described in Section 5.4

5.3.7 **Section 7: Forms**

5.3.7.1 The Respondent shall include the forms described in Section 4.5, Attachments, Exhibits, and Forms unless otherwise noted in this document.

5.3.8 **Section 8: Pricing**

Important: *Form B, Pricing* must be provided as a separate document.

The Respondent shall complete and return *Form B, Pricing,* with its Response. **Do not include price information in any other portion of the Response.**

5.3.9 **Section 9: Technology Accessibility**

Before acceptance, the contractor shall provide an Accessibility Conformance Report (ACR) for each Information and Communication Technology (ICT) item that is developed, updated, configured for the OAG, and when product substitutions are offered. The ACR should be based on the latest version of the Voluntary Product Accessibility Template (VPAT®) provided by the Information Technology Industry Council (ITIC). To be considered for award, an ACR must be submitted for each ICT Item, and must be completed according to the instructions provided by ITIC.

Before acceptance, when the contractor is required to perform testing to validate conformance to the OAG's accessibility requirements, the contractor shall provide a Supplemental Accessibility Conformance Report (SAR) that contains the following information:

- Accessibility test results based on the required test methods.
- Documentation of features provided to help achieve accessibility and usability for people with disabilities.
- Documentation of core functions that cannot be accessed by persons with disabilities.
- Documentation on how to configure and install the ICT item to support accessibility.
- When an ICT item is an authoring tool that generates content (including documents, reports, videos, multimedia productions, web content, etc.)., provide information on how the ICT item enables the creation of accessible electronic content that conforms to the Revised 508 Standards, including the range of accessible user interface elements the tool can create.

Before final acceptance, the contractor shall provide a fully working demonstration of the completed ICT Item to demonstrate conformance to the OAG's accessibility requirements. The demonstration shall expose where such conformance is and is not achieved.

Before acceptance, the OAG reserves the right to perform independent testing to validate that the ICT solution provided by the contractor conforms to the applicable Revised 508 Standards.

*Accessibility ICT items are products or services that can be used by all intended users, considering their differing capabilities

5.3.9.1 State agencies and institutions of higher education must procure products, or the development of products, which comply with the State of Texas Accessibility requirements for Electronic and

Information Resources as required by Chapter 2054, Subchapter M of the Texas Government Code and by the Rules of the Texas Department of Information Resources (DIR) adopted in TAC, Title 1, Chapter 206 and/or 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

The Respondent shall provide in this section:

1. For products: accessibility information through either a completed Voluntary Product Accessibility Template (VPAT) or equivalent reporting document via a Uniform Resource Locater (URL) with the completed template/document or a URL to request the completed template/document.
2. For services: credible evidence of the Respondent's capability or ability to produce accessible EIR products or services. Such evidence may include, but is not limited to, a Contractor's internal accessibility policy documents, contractual warranties for accessibility, accessibility testing documents, and examples of prior work results.
3. For the duration of the Contract, the Contractor shall provide updated VPAT(s) and/or credible evidence as discussed above as necessary when changes to provided products and/or services are made.

5.3.10 **Section 10: Information Protection Provisions**

1. The Respondent shall describe how it will comply with the requirements included in Form G Data Security Plan Outline, within 14 Business Days after award and Section 14, Information Protection Provisions.
2. The Respondent shall describe the Solution components that are TxRAMP (see Section 14.3.7) or FedRAMP authorized.

5.4 HUB Subcontracting Probability Statement

It is the policy of the OAG to promote and encourage contracting and subcontracting opportunities for State of Texas certified Historically Underutilized Businesses in compliance with Texas Government Code, §2161.001-253 and Texas Administrative Code (TAC), Title 34, Part 1, Chapter 20, Subchapter D, Division 1, §20.285. Respondents are encouraged to become HUB-certified. State of Texas HUB Certification Application Forms are located at https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php.

Definitions for State of Texas HUB certifiable businesses can be found in TAC, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, §20.282; more information is available on the Texas Comptroller of Public Accounts website.

Please ensure that the potential HUB Subcontractor's status is "A" (Active).

The OAG has determined that there are probable subcontracting opportunities in the scope of the work for this RFP.

The HUB Goal for this procurement is 26%.

The OAG has provided a list of potential areas of subcontracting based upon the OAG's understanding of this procurement request. Respondents are not limited to the potential subcontracting areas listed below. The OAG is relying upon the Respondent's expertise to fully identify subcontracting opportunities that best align with their organization and this RFP. Respondents who intend to subcontract are responsible for identifying all areas that will be subcontracted. In accordance with TAC, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, §20.282, a Subcontractor is defined as a person who contracts with a prime contractor to work or contribute toward completing work for a governmental entity.

The following is a list of potential areas of subcontracting by National Institute of Governmental Purchasing class and item codes based upon the requirements of this procurement.

Table 10: NIGP Codes

Class	Item	Description
952	61	Law Enforcement, Community Relations Services, Including Victim Notification Services

Respondents must complete and return a HUB Subcontracting Plan with all Responses to be considered responsive. If the Response does not include a completed HSP, the Response shall be rejected as a material failure to comply with advertised specifications. All prime vendors (HUB or Non-HUB) are required to comply.

Additionally, the Contractor must update the HSP during the course of the Contract should any changes occur.

- The HUB Subcontracting Plan on the Texas Comptroller of Public Accounts website guides the Respondent through the various fields and assists them in completing the HSB correctly: https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php.
- The Centralized Master Bidders List – HUB Directory Search allows Respondents to search for HUB vendors by NIGP class and item: https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp.
- NIGP codes can be found in the NIGP Commodity Book: https://www.comptroller.texas.gov/purchasing/nigp/.
- Minority and women-owned business association resources are available for subcontracting solicitation notices to State of Texas HUB vendors. See: https://comptroller.texas.gov/purchasing/vendor/hub/resources.phph
- Progress Assessment Reports (PAR) are due monthly with the invoice. This is a condition for payment. All PAR reports must be emailed to texashubs@oag.texas.gov. The PAR reports will remain due for the entire life of the contract.

For questions regarding the HSP, identifying HUB vendors with proper NIGP codes, or the State of Texas HUB Program, contact the OAG HUB Coordinator, Serlester Boone, at (512) 936-0522 or serlester.boone@oag.texas.gov. This is the only exception to the single Point of Contact listed in Section 4.1, Point of Contact Information.

6 CONTRACT TERM

6.1 Initial Term and Renewal

The resulting Contract shall be effective upon execution, with the initial term ending on August 31, 2026. The Contract may be renewed for two (2) optional, two (2) year renewal terms, with the first optional renewal term beginning on September 1, 2026, and ending on August 31, 2028, if exercised. The decision to renew the Contract shall be at the sole and absolute discretion of the OAG. Such renewals shall be subject to the requirements of the Contract resulting from this procurement, with the sole and limited exception that the original date of termination shall be extended pursuant to this provision. By submission of a response to this RFP, the Respondent agrees to be bound, for the initial term of the Contract and for any renewal term which the OAG may elect to exercise, to perform the described services at the rates specified in the Contract resulting from this RFP.

6.2 Option to Extend

The Contractor agrees that the OAG may require continued performance, beyond the initial or any renewal Contract term, of any of the within described services at the rates specified in the Contract, for the purpose of awarding a contract and transitioning services to a new service provider without service disruption. The Contractor agrees that the OAG may require continued performance for a series of thirty (30) calendar day increments. Such extension of services will be subject to the requirements of the Contract, with the sole and limited exception that the original date of termination will be extended pursuant to this provision. During the Contract transition extensions, the Contractor will be compensated for services for as long as the Contractor is providing such services. Once a service is transitioned from the Contractor to a new service provider, payment to the Contractor shall cease. The OAG may exercise this option upon thirty (30) calendar days written notice to the Contractor.

7 STATEMENT OF WORK

7.1 General Requirements

7.1.1 Upon contract award, the Contractor shall conduct a discovery phase and perform an "as-is" business process analysis to validate the requirements outlined in this RFP and to identify any additional requirements not explicitly specified herein.

7.1.2 The Contractor shall provide a fully operational OAG-approved SAVNS Solution no later than four (4) months after the contract award. The OAG, at its sole discretion, may grant additional time.

7.1.3 The Contractor shall develop an implementation plan which results in zero loss in services and data from the existing, operational SAVNS Solution when deployed.

7.1.4 The Contractor shall implement the SAVNS system to the Participating Entities by population size from largest to smallest or by another plan as approved by the OAG.

7.1.5 The Contractor shall develop a verification process to ensure all entities and Registered Individuals in the current SAVNS database are able to maintain their accounts and accessibility to the case and Defendant information for which they are currently registered to have access.

7.1.6 The Contractor shall work with the OAG to develop standardized outreach materials (e.g., brochures, posters) that educate and encourage victims to use the Contractor's SAVNS website or toll-free number to register to receive notifications. Materials are subject to OAG approval. All approved materials must be accessible and available in English and Spanish. The outreach materials will include, but are not limited to:

7.1.6.1 What steps to take when access to case or Offender/Defendant information is interrupted or not available.

7.1.6.2 How registered entities and users can verify their account login and access to information and what steps a registered user must take to restore an inactive account.

7.1.6.3 The Contractor shall provide all printed materials to the OAG for distribution.

7.1.6.4 Upon request of the OAG, the Contractor shall execute a document to assign the toll-free number used for the Call Center, to the OAG at any time during the performance of the Contract or any time after the termination or expiration thereof.

7.1.7 The Contractor shall develop and implement a Call Center that is available 24 hours a day, seven days a week.

7.2 Technical Requirements

7.2.1 The SAVNS Solution shall secure and protect data collected within the system, with transparency, standards conformance, and regulatory compliance according to all applicable local, state, and federal laws and regulations.

7.2.2 The SAVNS Solution shall meet Criminal Justice Information System (CJIS) compliance standards.

7.2.3 The SAVNS Solution shall use the National Information Exchange Model (NIEM) data format for effective internal and external data sharing.

7.2.4 The SAVNS Solution shall provide a centralized data warehouse with self-service reports, audit, and business intelligence tools.

7.2.5 The SAVNS Solution shall be configurable with "out-of-the box" business rule automation to provide user-controlled screen development, data element edits/additions, insertions or edits of Offender status notification triggers, notification preference flows, creation of forms and notification email, letter, and text templates in English and Spanish, workflow, user roles, and dashboards.

7.2.6 The SAVNS Solution shall be scalable, upgradable, and provide multi-tenant architecture.

7.2.7 The SAVNS Solution shall handle a potential volume increase to two million Registered Individuals and up to six (6) million Offender Booking Records with ongoing Defendant Status Changes.

7.2.8 The SAVNS Solution shall incorporate automation to upload multiple files each day of Offender demographic data and Offender status information, which will be linked with victim contact information and method of notification preferences stored within the SAVNS solution.

7.2.9 The SAVNS Solution victim and Offender data shall not be shared, uploaded, or sold to a third-party or subsidiary, or any other entity without prior written consent by the OAG.

7.2.10 When an Offender warrant is issued and uploaded in the SAVNS Solution a notification shall begin within fifteen (15) minutes.

7.2.11 Based on the Offender status information from the files, the SAVNS solution notification process must be integrated entirely within the SAVNS system to:

7.2.11.1 Build a Defendant profile which may include pictures of the Defendant and must deploy cross reference technology.

7.2.11.2 Transfer and link Registered Individual notification data throughout the statewide system based on identified data elements included in Exhibit B, Data Elements.

7.2.11.3 Be user-centric and designed for user ease and victim-sensitivity as a priority.

7.2.11.4 Log every communication with each Registered Individual.

7.2.11.5 Auto-generate notification to any victim linked to an Offender following the notification rules and notification templates integrated within the SAVNS solution.

7.2.11.6 Use a toll-free statewide number and website for registering for notifications.

7.2.11.7 Provide an application for iOS and Android devices for users and available at no cost for users.

7.2.11.8 Incorporate Interactive Voice Response (IVR) System to automate inbound and outbound calls or short message service (SMS) notifications.

7.2.11.9 Integrate with a private branch exchange (PBX) telephone network for victim support.

7.2.12 The SAVNS Solution shall work effectively with current mobile technology.

7.2.13 The SAVNS Solution shall be compatible with Microsoft 365 (MS365) and SharePoint.

7.2.14 The SAVNS Solution shall be linked with a 24/7 public internet portal for real-time access to information and to allow victims to manage their Registration profiles and notification preferences at their convenience.

7.2.15 The SAVNS Solution shall support the data migration of victim services data (victim contact/notification method preferences and Offender information with Defendant Status Changes), that triggered notification and detailed case management records from existing external JMS, CMS, and RMS systems managed by third-party vendors.

7.2.16 The SAVNS Solution must maintain a reliable 99.9% uptime performance for the SAVNS core system, Participating Entity Data Interface services, and Interested-Party notification Data Interfaces.

7.2.17 The SAVNS Solution must have the ability to transfer/link Registered Individual/notification data throughout the statewide system based on identified data elements included in Exhibit B, Data Elements.

7.2.18 The SAVNS Solution must be user-centric designed/created with user ease and victim-sensitive as a priority and provide statewide notifications.

7.3 Requirements for the Contractor Regarding Participating Entities

7.3.1 A potential vulnerability of SAVNS is the possible release of inappropriate information to victims and registered entities. Examples could include sealed case data, juvenile case data,

civil case information, and expunged cases. There are over twenty software solutions used by counties in Texas to manage records from district and county courts and county jails. The selected Contractor for SAVNS shall address this vulnerability, demonstrate mitigation strategies/options, and create functional and programming options to prevent counties from transmitting inappropriate information from their software solution into the SAVNS database.

7.3.2 The SAVNS Solution shall interface with jail Booking systems, county and district courts, prosecutor information management systems, community supervisor and corrections departments as requested, and other related information systems within each Participating Entity. These services will be provided via a Participating Entities Services Agreement between the Participating Entity and the Contractor based on Form B Pricing.

7.3.3 The SAVNS Solution shall allow for the capture, storage, and transmission of authorized data, to include, but not limited to, the data elements in Exhibit B, Data Elements.

7.3.4 The SAVNS Solution shall provide for all data from each Participating Entity to be stored in a centrally located database and accessible by the respective Participating Entity and the OAG for reporting purposes.

7.3.5 The Contractor shall provide each Participating Entity with process/procedures for registering victims/Interested Parties and for victim/Interested Parties to self-register.

7.3.6 The SAVNS Solution shall provide an override control for Participating Entity staff to cancel a notification call, delete a telephone number from the system, to discontinue a registered number when it has been determined that the number has been incorrectly entered into the system, is no longer a valid number, or a password has been lost or to override blocked individual victim or Defendant information.

7.3.7 The SAVNS Solution shall provide restricted access, while the OAG will have administrative access to a secure Internet site for staff in each Participating Entity and the OAG, offering the following functionality:

- Customizable dashboard
- Access to the statistical information for monitoring purposes
- The capability to run ad hoc reports on statistical information
- The capacity to print notification letters for victims who have registered an address for notification.
- The capability to change notification letter wording with the appropriate level of security
- Technical support information
- On-line access for manual and training material
- Contact information
- Participating Entity-specific configuration information

7.3.8 Each Participating Entity shall be responsible for all ongoing service and maintenance costs for the Data Interfaces between their legacy systems and the SAVNS, including the integrity (accuracy and timeliness) of the data.

7.3.9 The Contractor will be responsible for all data exchange between the Participating Entity SAVNS Data Interface and the core SAVNS installation, including the integrity (accuracy and timeliness) of the data. Minimum functionality of this Data Interface must include options to prevent possible transmission of unauthorized case data from sealed cases, juvenile cases, civil cases, expunged cases, and other cases prohibited from public disclosure.

7.3.10 The Contractor shall be responsible for providing upgrades, maintenance, and continuing service for all Contractor-owned equipment and the SAVNS.

7.3.11 The SAVNS Solution shall maintain and destroy all data received from each Participating Entity in accordance with Section 14.2.5 and Texas Grant Management Standards and/or Federal Grant Management Standards under 2 C.F.R 200.

7.4 Requirements for Interested Parties

7.4.1 The SAVNS Solution shall allow any person or entity who is a Registered Individual, without regard to their relationship to the Defendant, to register to receive notifications related to the custody and/or court status of the identified Defendant.

7.4.2 The SAVNS Solution shall provide a full range of Registration, notification and Information Inquiry services accessible through a single statewide toll-free access number to a centralized Call Center 24-hours a day, 7 days a week, 365 days a year and available from anywhere in the United States.

7.4.3 The SAVNS Solution shall ensure that 98% of the Call Center calls are answered within ninety (90) seconds or less and are not placed on hold or in a call queue.

7.4.4 The SAVNS Solution shall include an Interactive Voice Response (IVR) System to support Registration, notification and Information Inquiry services including automated responses to victims, criminal justice professionals and any other Interested Parties.

7.4.5 The SAVNS Solution shall provide notification to any Registered Individuals when there is a change in the Defendant's custody status, in the manner chosen by the registered party, including but not limited to, email, text, or phone call.

7.4.6 The SAVNS Solution shall provide notification to any Registered Individuals when a corresponding court event occurs related to the Defendant specified by the Registered Individual.

7.4.7 The SAVNS Solution shall provide a restricted access, secured Internet site for Interested Parties with the following functionality:

- Online Registration
- Ability to identify Defendants to monitor/track
- Notification by email
- Notification by text
- Information Inquiry
- SAVNS contact information

7.5 SAVNS Notifications:

7.5.1 For safety-related Defendant Status Changes, such as Defendant release or escape, notification shall begin within fifteen (15) minutes of Participating Entity uploading the event into the database and continue every thirty (30) minutes for a minimum of twenty-four (24) hours or until the Registered Individual acknowledges contact. All other calls, such as court events, will be placed between 7 a.m. and 9 p.m.

7.5.2 Notification patterns and intervals for other notification requirements will be determined and mutually agreed upon by the OAG and Contractor during the implementation.

7.5.3 Notification patterns will not exceed forty-eight (48) hours per notification.

7.5.4 The SAVNS Solution shall allow Interested Parties to register for notifications with as many Defendants and telephone numbers, including but not limited to home, work and cellular numbers.

7.5.5 The SAVNS Solution shall provide all services in English and Spanish.

7.5.6 The Call Center shall be able to respond to callers who are deaf, hearing impaired, or with limited English proficiency.

7.6 Data Security and Confidentiality

7.6.1 The Contractor shall maintain the confidentiality of all OAG Protected Data and SAVNS Data, and all data received from the OAG, the Participating Entities, any individual registered to receive notifications from the SAVNS system, or any other data that is received as a result of Contractor providing the services required under this RFP and any resulting contract(s) or purchase order(s).

7.6.2 The Contractor must be Criminal Justice Information Services (CJIS) Compliant. This requirement must be maintained throughout the term of the contract including any optional renewal years.

7.6.3 Data Security Plan. The Contractor shall deliver and maintain a security incident plan in accordance with the criteria set forth in the Contractor's privacy and security policy and shall implement the procedures required under such security incident plan on the occurrence of a Security incident, in compliance with the requirements of Texas Business and Commerce Code § 521.053 ("Notification Required Following Breach of Security of Computerized Data"). This plan shall be delivered in writing to the OAG within 14 Business Days following the award of this contract (Please refer to Form G Data Security Plan Outline). The contractor shall report, in writing, to the OAG any Security Incident within 24 hours after discovery. The report shall identify the nature of the event, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of the Contractor. It shall also include the stages of the data security plan that has been implemented along with the next steps to mitigate the current and future risks. The contractor shall provide investigation updates to the OAG daily.

7.6.4 Contractor shall not sell, provide, or otherwise commercialize any OAG Protected Data and SAVNS Data, nor any other data received from the OAG, the Participating Entities, any individual registered to receive notifications from the SAVNS system, or any other data received as a result of Contractor providing the services required under this RFP and any resulting contract(s) or purchase order(s) without the prior written consent from the OAG, except where disclosure is required by law.

7.6.5 Notwithstanding the foregoing, the Contractor shall provide prior written notice to the OAG before any disclosure of the aforementioned data to any party, for whatever reason, whether required by law or court order. The Contractor must receive written OAG approval prior to any release of data. If there is a release of information without prior written authorization, the Contractor must submit notification immediately to the SAVNS Program Manager as well as the Division Chief of the Crime Victim Services Division.

7.7 Staffing Requirements

7.7.1 Project Management Standards

7.7.1.1 The Contractor's staff that is focused on the Texas SAVNS system must have significant knowledge, skills, experience and ability in the areas of Contract Management, Project Management, Support Services Management, and Financial Management. The names of the assigned individuals shall be made known to the OAG. Any individual performing work under this agreement is subject to the following:

7.7.1.1.1 The Contractor must submit a written request to the OAG before placing, assigning or reassigning any Contractor staff. The request shall include a description of the work to be performed and a resume containing a description of the proposed staff's knowledge, skills, abilities, and qualifications.

7.7.1.1.2 Before any Contractor staff is placed, assigned or reassigned, the Contractor must receive the written approval of the OAG.

7.7.2 Project Manager (PM)

7.7.2.1 The Project Manager assigned to the project shall be certified and have at least 5 years of project management experience. Other staff assigned to the project should have at least 5 years of experience working on similar projects.

7.7.2.2 The Contractor's Project Manager shall be responsible to the OAG and the participating entities for the following project activities:

7.7.2.2.1 Coordinate and serve as the central point of contact for all activities related to the technical implementation of the SAVNS.

7.7.2.2.2 Coordinate the efforts of all Contractor staff, Subcontractors, team members, and other Interested Parties.

7.7.2.2.3 Provide weekly briefings to the OAG's project manager, and other designated OAG staff members on the progress of the implementation. Ensure that the

meeting agenda is sent to the OAG at a minimum of 24 hours prior to the scheduled weekly briefing and monthly Steering Committee meeting.

7.7.2.2.4 Provide written minutes of each briefing meeting to the OAG within three (3) calendar days of each meeting.

7.7.2.2.5 Monitor participating entities operating under service agreements to ensure ongoing compliance with the scope of work and operational standards.

7.7.2.2.6 Provide monthly written reports on the status of the project.

7.7.2.2.7 Submit all project Deliverables in accordance with the approved and established acceptance criteria.

7.7.2.2.8 Provide change control coordination protocols as developed with OAG PM.

7.7.2.2.9 Review design specifications and validate system flow for accuracy and functionality.

7.7.2.2.10 Provide an Integration Plan, which specifies how the system will integrate or interface with the OAG SharePoint and Microsoft Outlook (if applicable).

7.7.2.2.11 Develop/configure the application with written approval from the OAG PM.

Coordinate with each participating county to prepare for data Conversion, migration, and continued data feeds needed to support the application.

7.7.2.2.12 If applicable, coordinate data Conversion and migration of victim services data currently used by an external public faced notification system and the data stored within an external case management system.

7.7.2.2.13 Provide sample representative data to use in test activities, ensuring that testing results simulate production results.

7.7.2.2.14 Provide a Problem Reporting Plan for documenting any problems that are discovered during User Acceptance Testing (UAT).

7.7.2.2.15 Perform UAT with the OAG to ensure that the major business functionality works correctly, that the documented system requirements are met, and that the system supports the use cases defined in the system documentation.

7.7.2.2.16 Provide a means to report problems and resolutions during testing and implementation phases.

7.7.2.2.17 Ensure transaction performance metrics, tuning and optimization, and monitoring with OAG oversight prior to project completion.

7.7.2.2.18 Provide documentation outlining the operational best practices utilized for ongoing maintenance and support to ensure the private application and the public portal are reliable 24/7.

7.7.2.2.19 Define methodology to protect sensitive data and applications from unauthorized access or usage during cloud contract maintenance or in the event of termination of cloud service and migration of data and applications to a different service center.

7.7.2.2.20 Upon acceptance of functional testing results, create and implement the application.

7.7.2.2.21 Update test environment for future development and testing for all applications.

7.7.2.2.22 Monitor participating entities operating under service agreements to ensure ongoing compliance with the scope of work and operational standards.

7.7.2.2.23 Be available approximately one (1) month prior to the starting date of the finalized contract to ensure a smooth transition between Contractors, if necessary.

7.7.2.2.24 Be available approximately three (3) months after termination of the contract to support transition between Contractors, if necessary.

7.7.3 **Support Services Manager**

7.7.3.1 The Contractor's Support Services Manager shall be responsible, subsequent OAG approval, to the participating entities for the following items:

7.7.3.1.1 Promotions and SAVNS materials.

7.7.3.1.2 Performance-based curriculum development and lesson plans.

7.7.3.1.3 Technical performance training.

7.7.3.1.4 SAVNS Awareness Training shall be offered to all Participating Entities on a two (2) year basis.

7.7.4 Financial Specialist

7.7.4.1 The Contractor's Financial Specialist shall be responsible to the OAG for the following items:

7.7.4.1.1 Issuing Contractor invoices to the Participating Entity subsequent to the date an OAG grant contract is executed. See RFP Section 10 INVOICING

7.7.4.1.2 Coordinating verification of relationship between executed service agreements and executed grant contracts.

7.7.4.1.3 Forwarding copies to the OAG of all executed service agreements with the participating entities and invoices sent to a Participating Entity.

7.8 Optional Services

7.8.1 The OAG and/or a Participating Entity may request optional services, programming changes, or both after implementation of the Contractor's Solution. This decision will be within the sole discretion of the OAG. If the OAG elects to exercise this option, the OAG will provide the Contractor with a statement of work and the Contractor shall provide the OAG with proposed pricing. Contractor shall provide such services at the same rates proposed in Form B Pricing as attached and incorporated into the Contractor's response.

7.8.2 Contractor acknowledges and agrees that any Additional Services provided under this Contract are the sole responsibility of a Participating Entity. Any grant dollars issued by the OAG to a Participating Entity shall be utilized solely as a reimbursement for the Bi-Annual Fees incurred for Contractor's provision of the Participating Entity services. OAG grant funds may not be used or obligated for any Additional Services provided hereunder.

7.8.3 The OAG may accept or reject the Contractor's proposal, refine the requirements, and negotiate final costs.

7.8.4 The OAG is not responsible or liable for payment for software development/modifications until the OAG determines that any associated test results are acceptable.

7.9 Training Requirements

Designated employees of the Contractor shall fully participate in OAG training as appropriate to their role in the Contract.

The Contractor shall maintain a log of employees' training, including the name of the person trained, course completed, signature of the trainee, and dates completed, and provide the log to the OAG upon request.

Table 11: OAG Mandatory Training

Course Name	Frequency	Method
MCT105 Cybersecurity Awareness Training for General Users	Every 12 Months	E-Learning, Self-Paced
MCT106B Discrimination and Harassment Awareness for Non-FTE Only	Every 12 Months	E-Learning, Self-Paced
MCT111 Sensitive Personal Information	Every 24 Months	E-Learning, Self-Paced

7.10 Implementation Requirements

7.10.1 General Implementation Requirements

7.10.1.1 The Contractor shall provide a draft implementation plan and Schedule that describes how and when each Participating Entity will be fully operational. This plan shall also detail the Contractor's approach to ensuring the scalability of potential entities.

7.10.1.2 The Contractor and the OAG will collaboratively develop the final implementation plan and Schedule as required in Table 12 implementation Deliverables.

7.10.1.3 The Contractor shall cooperate with the current Contractor to perform implementation activities including, but not limited to, accepting in-process items, images, and any other data from the current Contractor and loading/converting them into the Contractor's Solution.

7.10.1.4 The OAG will schedule a project kick-off meeting within two (2) Business Days of Contract Award.

7.10.1.5 The Contractor's implementation team and representative(s) (e.g., Contractor's: project/program manager, implementation manager, technical leads and team leads) shall attend the kick-off meeting with the OAG (e.g., OAG's: implementation manager, contract manager, or designee, and other staff).

7.10.1.6 The Contractor shall provide the OAG with a weekly implementation status report. The Contractor shall work with the OAG to define the format and required information for the status report.

7.10.1.7 The Contractor shall provide a plan outlining how the transition of existing Registrations will be implemented.

7.10.1.8 A minimum of forty-eight (48) hours in advance, the Contractor shall notify the OAG SAVNS Program Manager of any time the Contractor's implementation manager will be off-site or unavailable for longer than eight (8) consecutive Business Hours and provide an alternative point of contact.

7.10.1.9 The OAG will work with the Contractor on establishing, setting up, and testing any technology to facilitate data transfers.

7.10.2 Contractor Implementation Team

7.10.2.1 The Contractor shall designate an implementation manager and a backup to coordinate implementation activities.

7.10.2.2 The Contractor shall provide an organization chart detailing the proposed implementation team including the implementation manager and all implementation staff.

7.10.2.3 The Contractor shall notify the OAG SAVNS Program Manager or designee when the Contractor's implementation manager is not available to the OAG for an entire Business Day or longer.

7.10.2.4 The Contractor's implementation team shall be available to work with the OAG during Business Days throughout the implementation period.

7.10.2.5 When replacing Contract implementation team staff, the Contractor must propose replacements with qualifications for the assigned position that are equal to or exceed those of the person being replaced.

7.10.2.6 The Contractor shall provide the resumes of any implementation team member to the OAG upon request.

7.10.3 System Test Environment

7.10.3.1 The Contractor shall provide an environment to execute joint system and user acceptance testing.

7.10.3.2 The Contractor shall be responsible for scheduling incoming and outgoing file transfer tests with the OAG.

7.10.3.3 Incoming and outgoing file transfer tests shall include all required data elements and records.

7.10.3.4 The Contractor shall perform and complete the file transfer tests in accordance with the time frame set forth in the implementation plan and approved by the OAG.

7.10.3.5 The Contractor shall conduct file transfer tests between the hours of 8:00 a.m. to 5:00 p.m. Local Time, Monday – Friday, unless otherwise agreed to by the OAG.

7.10.3.6 The Contractor shall provide the OAG with system test results and perform a live demonstration of their system/application. The OAG will review the system test results and demonstration for accuracy and completeness.

7.10.3.7 The Contractor shall notify the OAG, via Controlled Correspondence, when its Solution is ready for OAG user acceptance testing.

7.10.3.8 The Contractor shall provide computer access to the Successful Contractor's system for three (3) OAG staff, during implementation and user-acceptance testing.

7.10.3.9 The Contractor shall ensure that test data is not transmitted to the OAG except when authorized by the OAG.

7.10.3.10 Should it become apparent to the Contractor that its system will not be ready for OAG prior to the operations start date, the Contractor shall contact the OAG immediately and provide a revised start date that can be met.

7.10.3.11 The OAG will provide the Contractor with written notification of the results of OAG user acceptance testing. The OAG, at its discretion, may provide conditional acceptance prior to completion of all requirements.

7.10.3.12 If the Contractor's Solution fails to meet a specified acceptance test, the Contractor shall immediately correct and improve identified defects, deficiencies or errors, subject to review by the OAG.

7.10.3.13 The OAG may continue to test additional components of the Contractor's Solution and may retest any corrections, modifications or additions made by the Contractor. It is the goal of the OAG to complete user acceptance testing no later than one (1) calendar week prior to operations start date.

Table 12: Implementation Deliverables

Implementation Deliverable	Due	Include at a Minimum
Implementation Plan	Within ten Business Days after kickoff meeting	a. Implementation approach and summary b. Implementation team and organization chart that defines roles and responsibilities. c. Communication processes d. Change Management approach (training, etc.) e. A schedule to include: • Tasks • Assignments • Deliverables • Implementation Schedule • Completion dates • Milestones f. Risks and constraints per Milestone/Deliverable (***Note***: The OAG will integrate its plan with the Contractors Plan post-Contract award)
Business Continuity Disaster Recovery (BC/DR) Plan (Includes Supplemental Contract-specific BC/DR Plan)	Twenty Business Days prior to service cutover	Refer to Section 8.12, Business Continuity and/or Disaster Recovery Requirements.

7.11 Transition Requirements at Contract Termination

7.11.1 The OAG will request that a transition plan be completed no later than thirty (30) Business Days following Contract award. The plan will provide for the orderly transition of all services and operations performed by or involving the Contractor under the Contract.

7.11.2 The Contractor shall cooperate fully with the OAG to complete the transition and ensure that the OAG does not experience any adverse impact from the transition of services to a subsequent Contractor.

7.11.3 The transition plan shall contain a minimum period of six (6) months. The Contractor shall provide services without interruption while OAG tests, accepts, and approves the new Contractor's Solution and implementation schedule.

7.12 Contract Reporting

7.12.1 The SAVNS shall have the ability to generate standard management reports as well as customized usage and performance reports. Examples of these reports include but are not limited to:

- Downtime reports by Participating Entity
- Number of Registered Individual for a specified period of time
- Number and type of successful and unsuccessful notifications for a specified period of time
- System interruption report
- Function disabled report
- Data transfer report by Participating Entity or statewide
- The Solution shall be fully tested and approved by the OAG prior to deployment.
- The Solution must have the capability to remain functional during short or long failures of utility power.

7.12.2 The OAG may request program information, statistical reports, program audits, or additional reports at any time during the duration of the contract upon request.

7.13 Deliverables Acceptance Process

7.13.1 All Deliverables and periodic Deliverable updates/revisions must be submitted via Controlled Correspondence. Within ten (10) Business Days of receipt or other time frame agreed upon by the Parties, the OAG will review the Deliverables and formally respond via Controlled Correspondence with issues to be resolved or acceptance of the Deliverable.

7.13.2 If the Contractor does not receive written notice from the OAG by the end of the review period, the Contractor must notify the OAG in writing that the OAG has five (5) additional Business Days to provide written notice. The Deliverable will be deemed to be accepted by the OAG if the OAG does not provide such notice of acceptance or non-acceptance at the end of this additional five (5) Business Day period.

7.13.3 The Contractor shall, upon OAG request, make an oral presentation of Deliverables.

7.13.4 If the OAG provides written notice of non-acceptance of the Deliverable, then the Contractor shall work with the OAG to correct any deficiencies and re-submit the revised Deliverable within five (5) Business Days, or other time frame agreed upon by the Parties. Upon receipt of a revised Deliverable, the OAG will review the revised drafts for acceptance or rejection and formally respond via Controlled Correspondence within ten (10) Business Days.

7.13.5 At any time during the Deliverable acceptance process, should the Contractor disagree with the OAG's findings of non-acceptance or should the OAG disagree with the Contractor's proposed time period for correcting deficiencies, the Parties will work together in good faith to resolve the disagreement.

7.14 Operational Deliverables

Table 13: Operational Deliverables

Operational Deliverable	Due	Include at a Minimum
Transition Plan	Thirty (30) Business Days following Contract award.	Refer to Section 7.11, Transition Requirements at Contract Termination. (***Note:*** The Transition Plan includes the Data Retention and Destruction Plan.)
Services Performance Reports	On or before the tenth (10th) calendar day of each month or as otherwise requested by the OAG	Services performance report against the SLAs as defined in Section 8.1, Performance Management. a. Monthly Performance Management Report b. Other reports as identified
Testing/validation of the BC/DR Plan	Annually or as requested by the OAG	Execute and confirm BC/DR plan to: a. Ensure recoverability b. Update plan to match steps identified during the testing
Security Organization Control Assessment (SOC 2)	Annually or as requested by the OAG	Refer to Section 14.3.6, Security Control Assessment.
Vulnerability Scans	Quarterly or as requested by the OAG	Refer to Section 14.3.3, Vulnerability Scans for requirements.
Financial Statements	Sixty calendar days after the end of the Contractor's fiscal annual reporting period.	Refer to Section 8.2, Financial Statements for requirements.
Data Security Plan	Fourteen (14) Business Days following the Contract award	Refer to Section 5.3.10: Information Protection Provisions
Progress Report	Monthly by the 10th day of the month	The report shall identify any problems encountered or still outstanding with an explanation of the cause and resolution of the problem or how the problem will be resolved any updates to work performed, identify Deliverables completed and specify anticipated work to be completed in the subsequent month. The report, at a minimum, shall include the following data for the prior month: (a) SAVNS system down time, including the SAVNS core system, the Participating Entity interface services, and notification interfaces; and (c) Data transfer report including all Participating Entity uploads to the SAVNS system, size, time, and outcome.

7.15 OAG Assumptions

7.15.1 The Contractor shall be able to meet the four (4)-month time frame for the design, development, and implementation of the SAVNS solution for existing participating entities.

7.15.2 Participating Entities shall have resources available to migrate from one solution to a different solution, if necessary.

7.15.3 The CMS, JMS and RMS software solutions used by each Participating Entity shall be compatible with Contractor SAVNS solution (i.e. programming and database interfaces can be completed in a timely and cost-effective manner).

7.16 OAG Responsibilities

The OAG will:

7.16.1 Provide a Project Manager (PM) to oversee the project. The OAG PM will review and approve all project documentation and Deliverables submitted by the selected Contractor.

7.16.1.1 Provide Subject Matter Experts (SMEs), including SMEs for business processes and data migration from the existing solution to be integrated with the new Solution, if necessary.

7.16.1.2 Review and approve the project plan and schedule provided by the Contractor to ensure project milestones are met.

7.16.1.3 Provide existing documentation of the business process to be managed using the new system.

7.16.1.4 Provide existing documentation of data elements to be migrated to the new system.

7.16.1.5 Provide timely information in response to questions regarding design specifications.

7.16.1.6 Provide effective communication and updates to the Contractor regarding project changes or achievement of project milestones.

7.16.1.7 Coordinate all approval and acceptance stages for the project.

7.16.1.8 Facilitate User Acceptance Testing (UAT) and provide User Acceptance Testers in concert with Participating Entities.

7.16.2 Provide a SAVNS Program Manager.

7.16.2.1 Facilitate coordination and program oversight between Contractor and Participating Entities per the terms and conditions outlined in Exhibit A, Participating Entities Services Agreement.

7.16.2.2 Develop and implement monthly, quarterly, semi-annual, and annual reporting requirements for the Contractor to address performance, services provided, and other metrics as required.

8 CONTRACT MANAGEMENT

8.1 Performance Management

The Contractor shall establish a good working relationship with the OAG and make a good-faith effort to resolve problems identified by either the OAG or the Contractor. Notification of problems (or anticipated problems) by either the OAG or the Contractor must include sufficient details to resolve the problem and continue performance within the established timeframes.

The OAG SAVNS Program Manager and Contractor shall mutually agree upon monthly and quarterly performance reports, metrics, and other Contract Deliverable templates within sixty (60) calendar days of contract award.

Performance management monitoring will be a continual process throughout the term of the Contract and for up to six (6) months following Contract termination during a transition period, if necessary. Non-compliance by the Contractor in any area that precludes the OAG from verifying the Contractor's compliance in other areas will result in a presumption that the Contractor is non-compliant in those other areas unless the Contractor can affirmatively show that it is compliant.

As part of its final monthly Performance Management Report, the OAG will also provide the Contractor with any corresponding remedies that will be taken against the invoices. The remedies available to the OAG for the Contractor's unsatisfactory performance (e.g., the failure to meet the Contract's requirements and standards as stated in Section 8.1.1, Performance Standards and Specific Non-performance Remedies. will be the basis for reducing payment to the Contractor. The cumulative total of all remedies (Specific and General Non-Performance Remedies) will not exceed 15% of the total amount of the invoice. These remedies are in addition to the rights and remedies available to the OAG under other provisions of the Contract, in law, or in equity.

The OAG, at its sole discretion, may reduce, waive, or otherwise alter any remedy, performance standard, performance monitoring process, or problem resolution and corrective action process.

8.1.1 Performance Standards and Specific Non-performance Remedies

Table 14: Sample

	Standard Service Level Agreement	Measure	Remedy
1.	Solution uptime at 99.9%	Statewide system remains up and functioning 99.9% of the time based on 24 hours/day for 365 days per year.	Reduction of 10% of monthly service fee for months where SLA is not met.
2.	Inappropriate data transmitted from county systems into SAVNS Solution	Sealed case, juvenile case, civil case, and data not authorized for public release shall not be accepted by SAVNS Solution from county information management systems into the public accessible domain	Contractor shall cover all resource costs required to remove inappropriate data from the public accessible domain within ten (10) calendar days of discovery.
3.	Call Center uptime at 98%	Statewide phone access remains up and functioning 98% of the time based on 24 hours/day for 365 days per year.	Reduction of 10% of monthly service fee for months where SLA is not met.

8.1.1.1 General Non-performance Remedies

The Contractor shall perform all services in accordance with the Contract requirements, provisions, terms, and conditions. General non-performance remedies are for failure to perform services according to a requirement, provision, term, or condition not covered by another remedy and will be assessed cumulatively with any other remedies shown in Section 8.1.1, Performance Standards and Specific Non-performance Remedies.

Participating Entities, pursuant to their Participating Entities Services Agreement with the Contractor, may apply one (1) or more instances of the General Non-Performance Remedy to the monthly service charge in response to non-compliance by the Contractor.

Subject to the nature and extent of the non-compliance, the Participating Entities may withhold up to 15% of payments on a monthly invoice as a General Non-Performance Remedy in accordance with this Section 8.1.1.1, General Non-performance Remedies.

8.1.1.1.1 Before assessing a General Non-Performance Remedy, the OAG will issue a Controlled Correspondence notifying the Contractor of unsatisfactory performance that could lead to an assessment of a General Non-Performance Remedy if not corrected.

8.1.1.1.2 Within five (5) Business Days after receiving the Controlled Correspondence, the Contractor shall submit to the OAG a corrective action plan responding to any and all of the OAG's findings of unsatisfactory performance. The Contractor shall explain in its corrective action plan how it will immediately address the unsatisfactory performance and the date by which the Contractor shall return to satisfactory performance. Within five (5) Business Days after receipt of the corrective action plan, the OAG will notify the Contractor in writing of whether the OAG approves of the corrective action plan and, if not, the reasons the plan is unsatisfactory. If the OAG does not approve of the plan, the Contractor shall resubmit a revised corrective action plan that resolves the OAG's concerns within three (3) Business Days after receipt of the OAG's notification. If necessary, the OAG will work with the Contractor to formulate a corrective action plan to help ensure that the plan is acceptable to the OAG.

8.1.1.1.3 If the Contractor returns to satisfactory performance in accordance with the time frame set forth in the OAG-approved corrective action plan, no sums will be withheld. Should the Contractor subsequently return to unsatisfactory performance, the process outlined in Section 8.1.1.1.2 shall commence.

8.1.1.1.4 If the Contractor does not return to satisfactory performance in accordance with the time frame set forth in the OAG-approved corrective action plan, the OAG will begin to withhold a

General Non-Performance Remedy as of the date the Contractor was to be in compliance under the corrective action plan but was not. The OAG will provide notice of such continued unsatisfactory performance to the Contractor via Controlled Correspondence and set a new time period for compliance. If the Contractor has not reached satisfactory performance by the new time period the OAG has set, all the withheld amounts may, at the OAG's election, be forfeited. This process of withholding and forfeiture will continue until performance is corrected.

8.1.1.1.5 At the OAG's sole option, withheld amounts may be incurred sooner than the time period allowed for the Contractor to come into compliance if the Contractor does not work diligently to correct its unsatisfactory performance (e.g., by not submitting a timely or acceptable corrective action plan or by not diligently carrying out its corrective action plan).

8.1.1.1.6 At the OAG's discretion, the time frames set forth in Section 8.1.1.1 General Non-performance Remedies may be shortened depending on the severity of the nonperformance.

8.2 Financial Statements

The Contractor shall submit its most recent financial statements, including income statement, balance sheet, and cash flow statement no later than sixty (60) calendar days after the end of the Contractor's fiscal annual reporting period. This should include information for any applicable parent organization or Subcontractor representing greater than 10% of the gross dollar value of Contractor's Pricing Submission.

8.3 Controlled Correspondence

In order to track and document requests for decisions and/or information pertaining to the Contract, and the subsequent response to those requests, the OAG and the Contractor shall use Controlled Correspondence. The OAG will manage the Controlled Correspondence for the Contract. For each Controlled Correspondence document, the OAG will assign a tracking number and the document will be signed by the appropriate Party's Contract Manager.

Controlled Correspondence will not be used to change pricing or alter the substantive terms of the Contract. Controlled Correspondence will not be the basis of a claim for equitable adjustment of pricing. Any changes that involve the pricing or the substantive terms of the Contract must be by a Contract amendment. However, the Controlled Correspondence process may be used to document refinements and interpretations of the provisions of the Contract, to document the cost impacts of proposed changes, and to document OAG-approved changes to the Contractor's HSP.

Controlled Correspondence documents will be maintained by both Parties in ongoing logs and will become part of the normal status-reporting process. Any communication not generated in accordance with such process will not be binding upon the Parties and will be of no effect.

Controlled Correspondence will be used to communicate any intent to renew the Contract, and the OAG will provide a Purchase Order that includes:

- The ePRO contract number.
- The amount allocated for the new term.
- The new PO number
- The term of the renewal (i.e., 9/1/XX - 8/31/XX).

8.4 Notices and Liaison

8.4.1 **Written Notices Delivery**

8.4.1.1 Any notice required or permitted to be given under this Contract by one Party to the other Party will be in writing and will be addressed to the receiving Party at the address hereinafter specified. The notice will be deemed to have been given immediately if delivered in person to the recipient's address hereinafter specified. It will be deemed to have been given on the date of certified receipt if placed in the United States mail, postage prepaid, by registered or certified mail with Return Receipt requested, addressed to the receiving Party at the address hereinafter specified.

8.4.1.2 **Contractor Address:**

The address of the Contractor for all purposes under this Contract and for all notices hereunder shall be designated at the time of Contract award.

8.4.1.3 OAG Address:

The address of the OAG for all purposes under this Contract and for all notices hereunder will be designated at Contract award.

OAG Crime Victim Services Division, MC 011
Office of the Attorney General
PO Box 12198
Austin, TX 78711-2198

With copies to (registered or certified mail with return receipt is not required for copies):

OAG General Counsel Division, MC 074
Office of the Attorney General
PO Box 12548
Austin, TX 78711-2548

8.4.2 Liaisons

The Contractor and the OAG each agree to maintain specifically identified liaison personnel for their mutual benefit during the term of the Contract. The liaison(s) named by the Contractor shall serve as the initial Point(s) of Contact for any inquiries made pursuant to the Contract by the OAG and respond to any such inquiries by the OAG. The liaison(s) named by the OAG will serve as the initial Point(s) of Contact for any inquiries made pursuant to the Contract by the Contractor and respond to any such inquiries by the Contractor. The liaison(s) and their respective addresses shall be named in writing at the time of the execution of the Contract. Subsequent changes in liaison personnel will be communicated by the respective Parties in writing.

8.5 Contract Managers

8.5.1 The OAG Contract Manager

The OAG will assign a Contract Manager to the Contract. Identification of the OAG Contract Manager and any changes to this assignment will be documented by Controlled Correspondence. The OAG Contract Manager has the authority to:

- Sign Controlled Correspondence
- Serve as the day-to-day Point of Contact
- Coordinate quality control reviews
- Coordinate meetings with the Contractor
- Investigate complaints
- The OAG Contract Manager will have no authority to agree to any Contract amendment or Pricing change.

8.5.2 The Contractor's Contract Manager

8.5.2.1 The Contractor shall assign a Contract Manager to the Contract. Identification of the Contract Manager and any changes to this assignment will be documented and submitted to the OAG via Controlled Correspondence with fourteen (14) calendar days advance notification. The Contractor's Contract Manager has the authority to:

- Make decisions regarding the Deliverables required by the Contract
- Sign Controlled Correspondence
- Serve as the day-to-day Point of Contact
- Coordinate quality control reviews
- Coordinate meetings with the OAG
- Investigate complaints

8.5.2.2 The Contractor's Contract Manager shall be responsible to the OAG and Participating Entities for submitting a written monthly status report, due on or before the 10th day of each month or

other agreed-upon date each month, addressing the following items:

- Track the progress of the SAVNS implementation and maintenance.
- Establish priorities.
- Verify and track performance issues.
- Report on the work accomplished during the reporting period.
- Report on work to be accomplished during the subsequent reporting period.
- Resolve all actual or anticipated problems.
- Submit written requests to make any significant deviation from the previously agreed upon plans.
- Facilitate a quarterly meeting with the OAG's SAVNS Program Manager and other designated OAG staff members.

8.6 Cooperation with the OAG

The Contractor must ensure that it cooperates with the OAG and other state or federal administrative agencies, at no charge to the OAG, for purposes relating to the administration of the Contract. The Contractor agrees to reasonably cooperate with and work with the OAG's vendors, Subcontractors, and third-party representatives as requested by the OAG.

8.7 Problem Resolution and Corrective Action Process

The Contractor and the OAG will agree to a plan and timeline for resolution of Contract performance issues. If all efforts between the Contractor and the OAG Contract Manager fail to resolve the problem within the stated timeline and to the OAG's satisfaction, the OAG may escalate the problem to the Contractor's management and OAG executive management. OAG executive management or representatives and the Contractor's management shall agree to a resolution. If the Contractor is aware that a problem exists and fails to report the problem to the OAG, the Contractor will continue to be responsible for meeting the goals and timelines established in the Contract.

8.8 Subcontracting Approval Required

It is contemplated by the Parties hereto that the Contractor shall conduct the performances provided by this Contract substantially with its own resources and through the services of its own staff. In the event that the Contractor should determine that it is necessary or expedient to subcontract for any of the performances specified herein, the Contractor shall subcontract for such performances only after the Contractor has transmitted to the OAG a true copy of the subcontract the Contractor proposes to execute with a Subcontractor and has obtained the OAG's written approval for subcontracting the subject performances in advance of executing a subcontract. The Contractor, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), the OAG is in no manner liable to any Subcontractor(s) of the Contractor. In no event will this provision relieve the Contractor of its responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this procurement.

8.9 No Assignment by the Contractor

The Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the OAG. Notwithstanding anything to the contrary in the Texas Business Organizations Code or any other Texas or other state statute, a merger will not act to cause the assumption, by the surviving entity or entities, of the Contract and/or its associated rights and duties without the prior written approval of the OAG. The term "merger" as used in this section includes, without limitation, the combining of two (2) corporations into a single surviving corporation; the combining of two (2) existing corporations to form a third (3rd) newly created corporation; or the combining of a corporation with another form of business organization.

8.10 Reporting Fraud, Waste or Abuse

8.10.1 The Contractor must report any suspected incident of fraud, waste or abuse associated with the performance of the Contract to any one of the following listed entities:

- The OAG Contract Manager
- The Director for Procurement and Contract Operations

- The OAG Ethics Advisor
- The OAG's Fraud, Waste and Abuse Prevention Program ("FWAPP") Hotline (800-252-8011) or the FWAPP email box (FWAPP@oag.texas.gov)
- The State Auditor's Office hotline for fraud (1-800-892-8348)

8.10.2 The report of suspected misconduct will include (if known):

- The specific suspected misconduct
- The names of the individual(s)/entity(ies) involved
- The date(s)/location(s) of the alleged activity(ies)
- The names and all available contact information (phone numbers, addresses) of possible witnesses or other individuals who may have relevant information
- Any documents which tend to support the allegations

8.10.3 The words fraud, waste, or abuse as used in this section, have the following meanings:

- Fraud is the use of one's position for obtaining personal benefit (including benefit for family/friends) through the deliberate misuse or misapplication of resources or assets.
- Waste is the extravagant, careless, or needless expenditure of funds or consumption of property that results from deficient practices, system controls, or decisions.
- Abuse is the misuse of one's position, title, or authority to obtain a personal benefit (including benefit for family/friends) or to attempt to damage someone else.

8.11 Dispute Resolution Process for Claims of Breach of Contract

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code will be used, as further described herein, by the OAG and Contractor to attempt to resolve any claim for breach of Contract made by the Contractor.

A claim for breach of Contract that the Parties cannot resolve in the ordinary course of business will be submitted to the negotiation process provided in Chapter 2260, Subchapter B, of the Texas Government Code. To initiate the process, the Contractor shall submit written notice, as required by Subchapter B, to the Procurement and Contract Operations Director, Office of the Attorney General, P.O. Box 12548 (Mail Code 028) Austin, Texas 78711-2548. The notice will specifically state that the provisions of Chapter 2260, Subchapter B, are being invoked. A copy of the notice will also be given to all other representatives of the Parties otherwise entitled to the notice. Compliance with Subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, Subchapter C, of the Texas Government Code.

8.11.1 The contested case process provided in Chapter 2260, Subchapter C, of the Texas Government Code is the sole and exclusive process for seeking a remedy for any and all alleged breaches of Contract by the OAG if the Parties are unable to resolve their disputes under the negotiation process.

8.11.2 Compliance with the contested case process is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. Neither the execution of the Contract by the OAG nor any other conduct of any representative of the OAG relating to the Contract shall be considered a waiver of sovereign immunity to suit.

8.11.3 The submission, processing, and resolution of a claim for breach of Contract is governed by the published rules adopted by the OAG pursuant to Chapter 2260, as currently effective, hereafter enacted, or subsequently amended.

8.11.4 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Contractor, in whole or in part.

8.12 Business Continuity and/or Disaster Recovery Requirements

8.12.1 Business Continuity/Disaster Recovery Plan Review

The Respondent shall provide a response to *Form J, Business Continuity/Disaster Recovery Questionnaire*. The Respondent may submit a current BC/DR Plan(s) relevant to the work described in this RFP to supplement *Form J, Business Continuity/Disaster Recovery Questionnaire*.

8.12.2 Business Continuity and/or Disaster Recovery Plan

8.12.2.1 The Contractor shall submit a current BC/DR Plan within thirty (30) calendar days of award that includes a detailed recovery plan for all parts of its operations (automated and otherwise) related to the services of the Contract (corporate level or generalized BC/DR Plan cannot be substituted).

8.12.2.2 The Contractor's BC/DR Plan must include detailed, step-by-step technical procedures for recovery of all Contractor's information systems and resumption of all business processes that are required to meet contracted responsibilities.

8.12.2.3 The Contractor agrees that its BC/DR Plan shall conform to any requirements imposed upon the OAG by the State of Texas or the Federal government. See Section 8.12.2.4 for current Texas requirements. Any change in State or Federal requirements may require a change to the requirements outlined in this section.

8.12.2.4 Current State of Texas requirements are listed in Texas Administrative Code, Title 1 – Administration, Part 10 – Department of Information Resources, Chapter 202 – Information Security Standards, and can be accessed at the following website: http://texreg.sos.state.tx.us/public/readtac$ext.ViewTAC?tac_view=4&ti=1&pt=10&ch=202.

8.12.2.5 The BC/DR Plan will include a contingency plan to avoid disruption of service due to any third-party or subsidiary performance deficiencies, labor problems, and any other event that could reasonably be foreseen to result in a disruption of services in the Contract.

8.12.2.6 The Contractor shall designate a fully experienced business continuity practitioner to manage requirements stated in this section.

8.12.3 Supplemental, Contract-specific BC/DR Plan

8.12.3.1 The Contractor shall develop a supplemental Contract-specific BC/DR Plan.

8.12.3.2 The Contractor's supplemental, Contract-specific BC/DR Plan shall address communication and interdependencies (especially automated systems) between the OAG, other applicable OAG contractors, and the Contractor as it pertains to the Contractor's recovery efforts.

8.12.3.3 The OAG Business Continuity Coordinator or designee and the OAG Contract Manager will be available for consultation during the development of the supplemental, Contract-specific BC/DR Plan. In accordance with the time frame in the implementation plan, the Contractor shall submit the supplemental BC/DR Plan to the OAG Contract Manager and the OAG Business Continuity Coordinator for written approval.

8.12.4 Testing, Exercising and Updating the Business Continuity Plan

8.12.4.1 The Contractor shall coordinate with the OAG in designing and performing a test exercise of the recovery procedures on an annual basis and provide a written result of the exercise to the OAG Business Continuity Coordinator or designee. This must be in the form of a detailed written report that includes itemized details of every testing activity and results.

8.12.4.2 The Contractor shall notify the OAG Business Continuity Coordinator or designee, in writing, at least ninety (90) calendar days prior to the planned exercise date. OAG approval is required in order to proceed.

8.12.4.3 The annual exercise must follow the logical business flow and include all processes normally conducted during daily operations.

8.12.4.4 If the BC/DR Plan exercise is not successful (meaning the Contractor is unable to bring up all Contractor's information systems and business processes for contracted user access within agreed-upon timeframes, the Contractor shall reschedule and execute a second exercise within three (3) calendar months of the failed exercise or otherwise agreed upon time frame of the unsuccessful exercise.

8.12.4.5 The Contractor shall coordinate with the OAG to conduct and analyze the results of the exercise. The OAG reserves the right to send an observer to each test, with all associated travel and per diem costs of OAG observers paid by the OAG.

8.12.4.6 The Contractor shall incorporate results (lessons learned) from the exercises into the BC/DR Plan and the supplemental, Contract-specific Plan, as appropriate, within three (3) calendar months following a successful test and provide the BC/DR Plan(s) to the OAG Contract Manager and the OAG Business Continuity Coordinator. A memo will accompany the submittal

of the revised plan, listing each lesson learned and the page number and paragraph where the lesson was incorporated into the revised plan(s).

8.12.4.7 As refinements and extensions of the initial development, design, architecture, technical, data usage, service levels, user interfaces, security, system, administration, and implementation requirements are made and implemented, the changes will be incorporated into the Contractor's BC/DR Plan and the supplemental, Contract-specific Plan, as appropriate, by the Contractor proactively and in a timely manner without the need to amend this business continuity section.

8.12.5 Risk Analysis

8.12.5.1 Upon request by the OAG, the Contractor shall submit to a risk analysis evaluation of BC/DR and adherence to State and Federal rules and allow Key Staff to be available to complete a risk analysis questionnaire. The OAG will schedule time, in advance, for the Contractor's staff to participate in the risk analysis questionnaire.

8.12.5.2 Based on the risk analysis evaluation, the Contractor and the OAG will collaborate to implement any resulting recommendations from the OAG in order to lower facility and/or system risk levels, unless the Contractor can fully demonstrate why such recommendations are not applicable or beneficial. The final determination of whether such recommendations are not applicable or beneficial will be made by the OAG in its sole discretion.

8.12.6 Outage Incidents and Disaster Declarations

8.12.6.1 Upon the occurrence of an outage incident, the Contractor shall immediately contact and coordinate with the OAG Contract Manager and the OAG Business Continuity Coordinator or designee. An outage incident is any inability to operate information systems or business processes in accordance with the Contract.

8.12.6.2 If there is a disaster declaration, the Contractor and/or the OAG will implement the supplemental, Contract-specific BC/DR Plan as appropriate.

8.12.6.3 The Contractor must bring up all Contractor's information systems and business processes for user access within the agreed upon recovery time objective as listed in the supplemental, Contract-specific BC/DR Plan.

9 BACKGROUND REVIEWS

By entering into the Contract, the Contractor certifies that it shall perform a background review, to include criminal history record information, of all Contractor Agents before allowing a Contractor Agent to access OAG Protected Data and SAVNS Data or work in an OAG facility. Such background review will not occur any earlier than six (6) months prior to the Contractor Agent accessing OAG Protected Data and SAVNS Data or working in an OAG facility. No Contractor Agent who has been convicted of a felony for crimes involving violence, child abuse or neglect, sexual offenses, theft, or fraud, or is a registered sex offender may access OAG Protected Data and SAVNS Data or work in an OAG facility.

Within ten (10) Business Days of award, the Contractor (unless directed otherwise in Controlled Correspondence) will provide the OAG with a list of all Contractor Agents who will be accessing OAG Protected Data and SAVNS Data or working in an OAG facility. The list will contain the following information:

- Name (including any other names used)
- Day-time phone number
- Responsibilities under the Contract
- Date of birth
- Driver's License number
- Social Security number
- Criminal Offense convictions, if known by the Contractor and if the Contractor is not prohibited from disclosing the criminal offense convictions to the OAG

The Contractor shall provide an updated list to the OAG whenever a new Contractor Agent is assigned to access OAG Protected Data and SAVNS Data or work in an OAG facility. The Contractor shall notify the

OAG whenever a Contractor Agent is to assume a new responsibility with regard to accessing OAG Protected Data and SAVNS Data or working in an OAG facility.

No Contractor Agent shall access OAG Protected Data and SAVNS Data or work in an OAG facility or assume new responsibilities regarding same without prior written consent from the OAG through Controlled Correspondence.

The Contractor must require all Contractor Agents to notify the Contractor of any arrest (to include the date of arrest, arresting entity, and charges) at the earliest possible opportunity but no later than the end of the first Business Day following an arrest. Within one (1) Business Day of an arrest notification, the Contractor shall notify the OAG of the arrest. The Contractor must also require any Contractor Agent who has been arrested to provide an official offense report to the Contractor as soon as possible but no later than thirty (30) calendar days from the date of the arrest. Within one (1) Business Day of receipt of the report, the Contractor shall provide the OAG with a copy of the offense report.

10 INVOICING

The OAG shall not be liable for any services rendered or obligations incurred on behalf of the OAG by the Contractor before execution of the Contract.

All payments will be made in accordance with the Texas Prompt Payment Act (Texas Government Code, Chapter 2251).

10.1 Submitting Invoices

The Contractor shall invoice Participating Entities based on the terms and agreed-upon cost rates in the Participating Entities Services Agreements.

Each invoice must include the following information:

- OAG Contract Number
- Purchase Order Number
- Contractor's:
  - Name
  - Tax Identification Number
  - Address
  - Contact Phone Number
  - Description of goods delivered or services provided

10.1.1 Payments for Services Rendered

The Parties stipulate and agree that OAG is the statutory party charged with administering and providing grant funds to Participating Entities on a reimbursement basis for the Participating Entity services rendered by the Contractor. Accordingly, OAG shall not be directly responsible for any payment to Contractor for Participating Entity services provided to a Participating Entity. All payments for such Participating Entity services shall be made by the Participating Entities in accordance with Form B Pricing and pursuant to the terms of this Contract.

10.1.2 Recurring Fees

The Parties stipulate and agree that the Participating Entities' total amounts owed to Contractor in consideration of full, satisfactory performance of all Contractor's duties, services and obligations as set forth in this Contract, shall be billed on a recurring bi-annual basis, in accordance with Form B Pricing, and not to exceed the Bi-Annual Fee per calendar year.

10.1.3 Invoicing

The Participating Entity services for the Project shall be performed for the Bi-Annual Fee, which will be billed and invoiced in accordance with Form B Pricing and pursuant to the terms of this Contract and the RFP. Invoices will contain all pertinent information such as this Contract number, the dates of Services rendered, and any outages or performance issues as identified in Section 8.1 of this Contract.

10.1.4 Invoice Submission

Prior to authorizing payment to Contractor, the Participating Entities shall evaluate Contractor's performance using the performance standards set forth in the RFP. Contractor shall provide invoices for Participating Entity services no later than the 15th day following the end of the prior billing quarter in which the Participating Entity services are rendered. No payment whatsoever shall be made under this Contract without the prior submission of detailed, correct invoices. By submission of the invoices, Contractor warrants the following: (1) its invoices have been carefully reviewed to ensure that all invoiced services have been performed or delivered; (2) that the Participating Entity services have been performed in compliance with all terms of the Contract and Incorporated Documents; and (3) all relevant performance and Deliverables associated with such invoice have been successfully completed, accepted and all supporting documentation is attached. Upon the request of a Participating Entity, Contractor agrees to submit any additional documentation or explanation the Participating Entity may reasonably require. Subject to the foregoing, Participating Entities must make all payments in accordance with the Texas Prompt Payment Act.

10.1.5 Appropriated Funds

Payments under this Contract are subject to the availability of appropriated funds. Whereas OAG provides grant dollars to the Participating Entities as a reimbursement of the Bi-Annual Fees due hereunder, Contractor acknowledges and agrees that payments for Participating Entity services provided under this Contract are contingent upon OAG's receipt of funds appropriated by the Texas Legislature.

10.2 Invoice Review

The Participating Entities will review each invoice for Contract compliance and completeness. If the Participating Entity determines that an invoice is not acceptable under the provisions of the Contract or is otherwise incomplete, the Contractor shall correct any deficiencies before the Participating Entity shall process the invoice for payment.

Notwithstanding the foregoing, the Contractor shall provide information and/or documentation related to the invoices sent to the various Participating Entities, as the OAG may reasonably require. The Contractor shall respond to an OAG request for all such information and/or documentation to support payment within five (5) calendar days of receipt.

In instances where service(s) is/are interrupted more than 24 hours to individual Participating Entities or to the Statewide system and the interruption is not due to county action or error, grant funds provided by OAG to the Participating Entities, and payments due to the Contractor under the Participating Entities Services Agreements, will be reduced or adjusted accordingly.

10.3 Billing at Contract Termination or Conclusion

Upon termination of the Contract for any reason or conclusion of the Contract, and in the event remedies are pending or quality assurance measures are not complete, the Contractor shall allow the OAG sufficient time to finalize all quality control issues. After all quality assurance issues have been resolved, the OAG shall notify the Contractor to invoice the OAG for any outstanding balance(s) incurred.

11 AWARD

The OAG may award Contracts to Respondents that offer the best value to the State and are in the State's best interest, as determined using the evaluation factors described in this section.

An award may be made with or without:

1. Requesting clarifications of the Responses
2. Allowing modifications of the Responses
3. Discussing and/or negotiating the Responses with any of the Respondents
4. Requesting a BAFO

The OAG will review and score the Response against the following three (3) criteria to determine which Response offers the best value and is in the best interest of the State. The OAG will evaluate the Response against the following criteria and assign a grand total score for each Response based on a scale of 100% using the following percentages:

- Company Qualifications 40%

- Solution 40%
- Pricing 20%

12 CONTRACT DOCUMENTS

The Contract shall consist of the following documents, which are listed in the order of priority that will be given in the event of a conflict between the documents:

1. The OAG Contract;
2. The provisions in this RFP, including its exhibits, attachments, forms, service agreement, and any Addenda; and
3. The Contractor's Response

The OAG may issue a Best and Final Offer Request (BAFO) for the RFP in its entirety or request a partial BAFO. If the OAG issues a request for a BAFO for the entire RFP, the BAFO request will supersede this entire RFP, and the Contractor's BAFO Response will supersede its entire Response. If a partial BAFO is requested, then any components of the RFP modified during the BAFO and included in a BAFO request will supersede the same components included in the RFP. Equally, any components of the Contractor's Response modified during the BAFO and included in a BAFO Response shall supersede the same components included in the Contractor's original Response.

No prior agreement or understanding, oral or otherwise, of the Parties or their agents will be valid or enforceable unless embodied in the applicable documents listed above.

The OAG may agree to amend or reject all or any part of such agreements if doing so would be in the State's and the OAG's best interest. The OAG will not sign form contracts. The OAG will not be bound by any Respondent's request for limitation of liability language.

13 PUBLIC INFORMATION ACT

As a state agency, the OAG will strictly adhere to the requirements of (a) Chapter 441, Subchapter L of the Texas Government Code regarding the preservation, management, and retention of state records and (b) Chapter 552 of the Texas Government Code (the Texas Public Information Act) regarding the disclosure of public information. As a result, by participating in this solicitation process the Respondent acknowledges that all information, documentation and other materials submitted in response to this RFP may (a) constitute state records for the purposes of Chapter 441, Subchapter L of the Texas Government Code and (b) be subject to public disclosure under the Texas Public Information Act.

The OAG is without authority to agree that any information submitted will not be subject to disclosure. Disclosure is governed by the Texas Public Information Act (the "Act"). Under the Act all information held by governmental bodies is open to public disclosure unless it falls within one (1) of the Act's specific exceptions to disclosure. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this process and to take precautions to safeguard trade secrets and other proprietary information. The OAG will have no liability to the Respondent or any other person or entity for disclosing information in accordance with the Texas Public Information Act.

If it is necessary for a Respondent to include proprietary or otherwise confidential information in its Response, that proprietary or otherwise confidential information, documentation, or material must be clearly identified on each page upon which it appears and with written notice (in a table format as shown below) identifying the specific exception(s) to disclosure under the Act that the Respondent claims is/are applicable to such information, documentation, or material. Subchapter C of the Act sets forth the Act's exceptions to the required disclosure of information. Please note that claiming a disclosure exception for provided information does not automatically render such information confidential. Further, merely making a blanket claim that all of the submitted information is protected from disclosure because it contains some proprietary information is not acceptable and will not render the entire submission confidential. Any information which is not clearly identified as proprietary or confidential will be deemed to be subject to disclosure pursuant to the Act.

The Respondent will indicate, in a format similar to that of Table 15: Public Information Exceptions, which portions of their Response, by page number and/or section number, the Respondent believes would be excepted from disclosure.

Table 15: Public Information Exceptions

Page Number, Section Number	Exception

In the event that the OAG receives a request under the Act for a copy of any information, documentation, or other material for which an exception to required disclosure under the Act is claimed, the OAG will undertake its best efforts to provide the Respondent with notice of the request for release of provided information and afford the Respondent the opportunity to brief the facts that bring the information under the applicable exceptions of the Act.

The Respondent will submit the brief to the Open Records Division of the OAG. The Open Records Division is the division within the OAG that governmental bodies (including divisions of the OAG) seeking to withhold information under the Public Information Act must apply to for a decision on whether the information is excepted from disclosure. It is not possible to obtain a decision prior to a request for public disclosure being made since the Open Records Division does not render advisory opinions.

The OAG shall not have the obligation or duty to advocate the confidentiality of the Respondent's material to the Open Records Division of the OAG or to any other person or entity. It is the Respondent's sole obligation to advocate the confidential or proprietary nature of any information it provides in its Response, and the Respondent acknowledges that the Open Records Division of the OAG may determine that all or part of any claimed confidential or proprietary information should be disclosed.

As provided for in the Texas Public Information Act, upon request from a member of the Legislature when needed for legislative purposes, the OAG may release the Respondent's entire Response, including alleged confidential or proprietary information. Should the OAG award this solicitation to the Respondent, these provisions survive termination of the Contract.

Additionally, so that the OAG may contact the Respondent concerning any public information requests it receives, the Respondent will provide contact information to the OAG, including a phone number and email address for the named individual responsible for responding to such inquiries. For more information on the Public Information Act's processes and procedures, refer to Chapter 552, Texas Government Code.

14 INFORMATION PROTECTION PROVISIONS

14.1 General

14.1.1 Survival of Provisions

OAG rights and privileges applicable to OAG Protected Data and SAVNS Data shall survive expiration or any termination of this Contract and shall be perpetual.

As an exception to the foregoing perpetual survival, if certain OAG Protected Data and SAVNS Data become publicly known and made generally available through no action or inaction of the Contractor, then the Contractor may use such publicly known OAG Protected Data and SAVNS Data to the same extent as any other member of the public.

14.1.1.1 If any term or provision of this Contract, including these Information Protection Provisions, shall be found to be illegal or unenforceable, it shall be deemed independent and divisible, and notwithstanding such illegality or unenforceability, all other terms or provisions in this Contract, including these Information Protection Provisions, shall remain in full force and effect and such term or provision shall be deemed to be deleted.

14.1.2 Applicability

14.1.2.1 References within the Information Protection Provisions

14.1.2.1.1 All references to “OAG” shall mean the Office of the Attorney General.

14.1.2.1.2 All references to “OAG CISO” shall mean the Office of the Attorney General Chief Information Security Officer.

14.1.2.1.3 All references to “Contractor” shall mean Successful Respondent.

14.1.2.1.4 All references to “Contractor’s Agents” shall mean Contractor’s officials, employees, agents, consultants, Subcontractors, and representatives, and all other persons that perform Contract Services on Contractor’s behalf.

14.1.2.1.5 All references to “Contract Services” shall include activities within the scope of the executed Contract.

14.1.2.1.6 All references to “OAG Protected Data and SAVNS Data” shall have the same meaning as that term within the Definitions section of this RFP.

14.1.2.1.7 All references to “OAG Customers” shall mean any person or entity that delivers, receives, accesses, or uses OAG Protected Data and SAVNS Data. The term "Security Incident" means an occurrence or event where the confidentiality, integrity or availability of OAG Protected Data and SAVNS Data may have been compromised and includes, without limitation, a failure by Contractor to perform its obligations under Sections 14.2 Data Security and 14.3 Physical and System Security.

14.1.3 Inclusion in all Subcontracts

The requirements of these Information Protection Provisions shall be included in, and apply to, all subcontracts and any agreements Contractor has with anyone performing Contract Services on Contractor’s behalf.

14.1.4 Third Parties

This Contract is between Contractor and the OAG and is not intended to create any independent cause of action by any third-party, individual, or entity against OAG or Contractor.

14.1.5 Termination for Non-Compliance

In the event that either the Contractor or Contractor’s Agents fail to comply with any of the Information Protection Provisions, OAG may exercise any remedy, including immediate termination of this Contract.

14.1.6 Personnel Briefings, Training, and Acknowledgments

14.1.6.1 The Contractor shall ensure that all persons having access to data obtained from OAG Systems are thoroughly briefed on related security procedures, restricted usage, and instructions requiring their awareness and compliance. Contractor’s Agents accessing OAG Systems must complete OAG required security training and execute any OAG required security agreements, acknowledgments, or certifications. The OAG Contract Manager shall provide direction to the Contractor regarding the acquiring of any necessary access, completion of required security training and execution of required security agreements, acknowledgments, and certifications.

14.1.6.2 The Contractor shall provide annual reorientation sessions and all of the Contractor’s Agents that perform or are assigned to perform Contract Services shall re-execute, and/or renew their acceptance of all applicable security documents to ensure that they remain current regarding all applicable security requirements.

14.1.7 Key Person Dependence or Collusion

The Contractor shall protect against any key-person dependence or collusion by enforcing policies of separation of duties, restricted job responsibilities, audit logging, and job rotation.

14.2 Data Security

14.2.1 Rights in OAG Protected Data and SAVNS Data

The Contractor and the Contractor's Agents possess no special right to access, use, or disclose OAG Protected Data and SAVNS Data as a result of the Contractor's contractual or fiduciary relationship with the OAG. As between the OAG and the Contractor, all OAG Protected Data and SAVNS Data shall be considered the property of the OAG and shall be deemed confidential. The Contractor hereby irrevocably assigns, transfers and conveys, and shall cause the Contractor’s Agents to irrevocably assign, transfer and convey to the OAG without further consideration all of

its and their right, title, and interest to OAG Protected Data and SAVNS Data. Upon request by the OAG, the Contractor shall execute and deliver and shall cause the Contractor's Agents to execute and deliver to the OAG any documents that may be necessary or desirable under any law to preserve or enable the OAG to enforce its rights with respect to OAG Protected Data and SAVNS Data.

14.2.2 Use of OAG Protected Data and SAVNS Data

OAG Protected Data and SAVNS Data have been, or will be, provided to the Contractor and the Contractor's Agents solely for use in connection with providing Contract Services. Re-use of OAG Protected Data and SAVNS Data in any form is not permitted. The Contractor agrees that it will not access, use, or disclose OAG Protected Data and SAVNS Data for any purpose not necessary for the performance of its duties under this Contract. Without the OAG's approval (in its sole discretion), neither the Contractor nor the Contractor's Agents shall: (i) use OAG Protected Data and SAVNS Data other than in connection with providing the Contract Services; (ii) disclose, sell, assign, lease, or otherwise provide OAG Protected Data and SAVNS Data to third-parties, including any local, state, or federal legislative body; (iii) commercially exploit OAG Protected Data and SAVNS Data or allow OAG Protected Data and SAVNS Data to be commercially exploited; or (iv) create, distribute, or use any electronic or hard copy mailing list of OAG Customers.

In the event of any unauthorized disclosure or loss of OAG Protected Data and SAVNS Data, the Contractor shall immediately comply with the Notice subsection (14.5.2) of the Security Incidents subsection set forth below. The Contractor or the Contractor's Agents may, however, disclose OAG Protected Data and SAVNS Data to the extent required by law or by order of a court or governmental agency; provided that the Contractor shall give the OAG, and shall cause the Contractor's Agents to give the OAG, notice as soon as it or they are aware of the requirement; and use its or their best efforts to cooperate with the OAG if the OAG wishes to obtain a protective order or otherwise protect the confidentiality of such OAG Protected Data and SAVNS Data. The OAG reserves the right to obtain a protective order or otherwise protect the confidentiality of OAG Protected Data and SAVNS Data.

14.2.3 Protection of OAG Data and SAVNS Data

The Contractor shall engage in a continuous cycle of process improvement and vigilance to assess risks, monitor and test security protection, and implement change to protect OAG Protected Data and SAVNS Data. The Contractor agrees to perform such continuous process improvement and to upgrade its security protection during the term of this Contract.

14.2.4 Statutory, Regulatory and Policy Compliance

Contractor agrees to comply with all OAG policies, standards and requirements, state and federal statutes, rules, regulations, and standards regarding the protection and confidentiality of OAG Protected Data and SAVNS Data, for which it has received notice, as currently effective, subsequently enacted or as may be amended. The existing requirements that are applicable to Contractor's obligations under this Contract are included in this Contract.

14.2.5 Data Retention and Destruction

Within 180 calendar days of Contract award, the Contractor and the OAG shall develop a mutually agreed upon detailed schedule for the retention and possible destruction of OAG Protected Data and SAVNS Data. The schedule will be based upon the Contract Services being performed and the Contractor's limited authorization to access, use and disclose OAG Protected Data and SAVNS Data. The Contractor shall retain all OAG Protected Data and SAVNS Data until such schedule is developed. Subsequent to developing and agreeing upon that schedule, the Contractor shall:

- Retain and destroy OAG Protected Data and SAVNS Data in accordance with the detailed schedule for its retention and destruction (according to data sanitization standards).
- Destroy or purge OAG Protected Data and SAVNS Data in a manner consistent with state policy and federal regulations for destruction of private or confidential data and in such a way so that the Data are unusable and irrecoverable.
- Destroy all hard copy OAG Protected Data and SAVNS Data by shredding to effect 5/16-inch-wide or smaller strips and then either incinerating or pulping the shredded material.

14.2.5.1 Within five (5) calendar days (excluding weekends and federal holidays) of destruction or purging, provide the OAG with a completed *Certificate of Destruction for Contractors and Vendors*, a copy of which is attached hereto and included herein as Attachment B.

In the event of Contract expiration or termination for any reason, the Contractor and the Contractor's Agents shall completely purge all OAG Protected Data and SAVNS Data from the information systems of the Contractor and the Contractor's Agents and no OAG Protected Data and SAVNS Data will be retained by the Contractor. All hard-copy OAG Protected Data and SAVNS Data shall be destroyed, in accordance with the detailed retention schedule agreed to by the Contractor and the OAG under Section 14.2.5, Data Retention and Destruction. If immediate purging of all data storage components is not possible, the Contractor agrees that any OAG Protected Data and SAVNS Data remaining in any storage component will be protected to prevent unauthorized disclosures.

Within twenty (20) Business Days of Contract expiration or termination, the Contractor shall provide the OAG with a signed statement detailing the nature of OAG Protected Data and SAVNS Data retained, type of storage media, physical location(s) and any planned destruction date.

In its sole discretion, the OAG may waive notification requirements or request reasonable changes to the detailed schedule for the retention and destruction of OAG Protected Data and SAVNS Data.

14.2.6 Requests to Contractor for Confidential or Public Information

The Contractor and the Contractor's Agents expressly do not have any actual or implied authority to determine whether any OAG Protected Data and SAVNS Data are public or exempted from disclosure. Texas Government Code Chapter 552 defines the exclusive mechanism for determining whether OAG Protected Data and SAVNS Data are subject to public disclosure. The Contractor is not authorized to respond to public information requests on behalf of the OAG.

The Contractor will direct all requestors for information to the Public Information Coordinator's office. The requestor must deliver requests for public information by one of the following methods:

- By mail specifically addressed to

  Office of the Attorney General
  Public Information Coordinator's Office – Mail Code 070
  P.O. Box 12039
  Austin, TX 78711

- By e-mail to publicrecords@oag.texas.gov
- By facsimile to (512) 494-8017
- By hand delivery during normal Business Hours to the Public Information Coordinator's Office at 209 W. 14th Street, Austin, Texas 78701
- By electronic submission through the OAG's Public Information Request Center at publicrecords@oag.texas.gov

14.3 Physical and System Security

14.3.1 General/Administrative Protections

At all times Contractor shall be fully responsible to OAG for the security of the storage, processing, compilation, or transmission of all OAG Protected Data and SAVNS Data to which it has access, and of all equipment, storage facilities, and transmission facilities on which or for which such OAG Protected Data and SAVNS Data are stored, processed, compiled, or transmitted.

14.3.1.1 Access Protection Lists

The Contractor (and Contractor's Agents) shall develop and implement internal protection systems, including information security access lists and physical security access lists (the "access protection lists"), designed to protect OAG Protected Data and SAVNS Data in accordance with applicable law and the provisions for Data Security, Physical Security, and Logical/Information System Protections contained in this Contract. The access protection lists shall document the name and other identifying data for any individual authorized to access, use, or disclose OAG Protected Data and SAVNS Data, as well as any special conditions and limitations applicable to each authorization.

14.3.1.1.1 The Contractor shall remove individuals from or change the access rights of individuals on the applicable access protection lists immediately upon such individual no longer requiring certain access. At least monthly, the Contractor shall review and update its access protection lists and ensure that the access protection lists accurately reflect the individuals and their access level currently authorized. At least monthly, the Contractor shall report the results of these reviews and access changes to the OAG Contract Manager.

14.3.1.1.2 The OAG shall have the right to review the Contractor's internal protection systems and access protection lists for all areas of the work site(s). The OAG may, with or without cause, and without cost or liability, revoke or deny any or all authorizations of individuals performing services under this Contract. If any authorization is revoked or denied by OAG, then Contractor shall immediately use its best efforts to assist the OAG in preventing access, use, or disclosure of OAG Protected Data and SAVNS Data and the Contractor shall be given notice of the denial.

14.3.1.1.3 OAG, in its sole discretion and without consulting Contractor, may immediately terminate OAG system access for anyone performing services under this Contract.

14.3.1.1.4 The Contractor shall immediately notify the OAG Contract Manager when any person the Contractor authorized to access the OAG systems is no longer authorized to have such access. This notice includes re-assigned or terminated individuals.

14.3.1.1.5 The Contractor's physical access security and logical access security systems must track and log all access attempts and failures. The access security systems must produce access logs on request. These logs must identify all access failures and breaches. Notwithstanding anything to the contrary in this Contract, the physical access and logical access security systems logs for any particular calendar year must be retained for a period of seven (7) calendar years after the last calendar day of the calendar year in which they were created. Thus, a log created on January 1, 2017, may be disposed of with all other systems access logs created in 2017 on January 1, 2025. All physical access and logical access security systems logs must be stored to electronic media. Any stored log must be produced for viewing access and copying upon request of the OAG within five (5) Business Days of the request.

14.3.1.1.6 The Contractor shall maintain appropriate audit trails to provide accountability for use and updates to OAG Protected Data and SAVNS Data, charges, procedures, and performances. Audit trails maintained by Contractor shall, at a minimum, identify the supporting documentation prepared by Contractor to permit an audit of the system by tracing the activities of individuals through the system. Contractor's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of OAG Protected Data and SAVNS Data. Contractor agrees that Contractor's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

14.3.2 Prohibition on AI Training and Automated Processing

The Contractor is expressly prohibited from using OAG Data, directly or indirectly, for the purpose of training, developing, or enhancing any artificial intelligence (AI) models, machine learning algorithms, automated decision-making systems, or similar technologies without the express prior written consent of the OAG. This prohibition extends to any AI-related data processing by the Contractor or any third party.

14.3.3 Vulnerability Scans

The Contractor shall perform vulnerability scans on Contractor applications that receive, process, store, transmit, access or protect sensitive OAG Protected Data and SAVNS Data. These scans shall be performed on both the Application and/or Operating System (OS) on at least a quarterly basis. In addition, the Contractor shall perform scans for any major system change in the application, OS, or server to identify any potential vulnerabilities that are introduced with the release of new software or hardware.

The Contractor shall provide a report to the OAG Contract Manager within two (2) Business Days after the scan has been performed. To track all previous and/or new security vulnerabilities that may exist within a system, a Plan of Action and Milestones spreadsheet shall be utilized for each system/application. This spreadsheet will be a means for both the OAG and the Contractor to track the status of previous and newly discovered security vulnerabilities with the details of the steps taken to completion.

14.3.3.1 Remediation of critical and high vulnerabilities is required within thirty (30) calendar days unless the effort can be shown to be problematic. Remediation of medium vulnerabilities are on a case-by-case basis agreed to by the parties within sixty (60) calendar days. Remediations of low vulnerabilities is not required.

14.3.4 Physical Security

The computer site and related infrastructures (e.g. information system servers, protected interface equipment, associated peripherals, communications equipment, wire closets, patch panels, etc.) must have physical security that at all times protects OAG Protected Data and SAVNS Data against any unauthorized access to, or routine viewing of, computer devices, access devices, and printed and stored data.

14.3.4.1 Data accessed shall always be maintained in a secure environment (with limited access by authorized personnel both during work and non-work hours) using devices and methods such as, but not limited to, alarm systems, locked containers of various types, fireproof safes, restricted areas, locked rooms, locked buildings, identification systems, guards, or other devices reasonably expected to prevent loss or unauthorized removal of manually held data. The Contractor shall also protect against unauthorized use of passwords, keys, combinations, access logs, and badges.

14.3.4.2 The Contractor agrees that the systems operation room (which houses network equipment, servers and other centralized processing hardware) shall be accessible only by authorized IT personnel or executive management

14.3.4.3 In situations such as remote terminals, or office work sites where all the requirements of a secure area with restricted access cannot be maintained, the equipment shall receive the highest level of protection. This protection must include (where communication is through an external, non-organization-controlled network [e.g., the Internet]) multifactor authentication that is compliant with NIST SP 800-63-3, Digital Identity Guidelines.

14.3.4.4 The Contractor shall protect information systems against environmental hazards and provide appropriate environmental protection in facilities containing information systems.

14.3.5 Logical/Information System Protections

14.3.5.1 The Contractor shall take all reasonable steps to ensure the logical security of all information systems used in the performance of this Contract, including:

- Independent oversight of systems administrators and programmers
- Restriction of user, operator, and administrator accounts in accordance with job duties
- Authentication of users to the operating system and application software programs
- Adherence to OAG-approved access methods, and the protection and use of unique identifiers such as user identifications and passwords
- Establishment of an authorization process for user access and privileges; any access not granted is prohibited
- Maintenance of Access Protection Lists that details the rights and privileges with respect to each such user
- Audit trails for user account adds, deletes, and changes, as well as access attempts and updates to individual data records
- Protection to prevent unauthorized processing in or changes to software, systems, and OAG Protected Data and SAVNS Data in the production environment.

The Contractor shall implement protection for the prevention, detection and correction of processing failure or deliberate or accidental acts that may threaten the confidentiality, availability, or integrity of OAG Protected Data and SAVNS Data.

14.3.5.2 The Contractor shall implement counter-protection against malicious software on the Contractor's internal systems used in Contract performance.

14.3.5.3 The Contractor shall ensure that relevant Security Incidents are identified, monitored, analyzed, and addressed.

14.3.5.4 The Contractor shall apply a high-level of protection toward hardening all security and critical server communications platforms and ensure that operating system versions are kept current.

14.3.5.5 The Contractor shall adhere to mutually agreed upon procedures for authorizing hardware and software changes, and for evaluation of their security impact.

14.3.5.6 The Contractor shall institute a process that provides for immediate revocation of a user's access rights and the termination of the connection between systems, if warranted by the nature of any Security Incident.

14.3.6 **Security Control Assessment**

The Contractor will engage a third-party or independently complete an annual security assessment and produce a report. The Contractor will provide the annual assessment report to the OAG.

The Contractor will engage a third-party to conduct an annual SOC 2 Assessment and produce a report. The Contractor will provide the annual audit report to the OAG.

14.3.7 **Cloud-Based Solutions**

TX-RAMP certification is required for Cloud-based solutions. Current TX-RAMP certification requirements can be found at Texas Risk and Authorization Management Program (TX-RAMP), Texas Department of Information Resources.

Cloud-based solutions proposed by the Contractor must be FedRAMP authorized. TX-RAMP certification is also required for cloud-based solutions and will be granted for cloud-based solutions that have achieved a FedRAMP authorization.

14.3.8 **Encryption**

OAG Protected Data and SAVNS Data must be encrypted while at rest on any media (e.g., USB drives, laptops, workstations, and server hard drives), in transmission and during transport (i.e., the physical moving of media containing OAG Protected Data and SAVNS Data). OAG Protected Data and SAVNS Data must be encrypted using current FIPS-validated cryptographic modules. The OAG will specify the minimum encryption level necessary. Any change to this minimum encryption level will be communicated in writing to the Contractor by the OAG Contract Manager. The Contractor shall adhere to mutually agreed upon procedures for data transmission.

OAG Protected Data and SAVNS Data are not allowed on mobile/remote/portable storage devices; nor may storage media be removed from the facility used by the Contractor. The Contractor may submit, to the OAG Contract Manager, a written request for an exception to these prohibitions. A granted exception will be communicated in writing to the Contractor by the OAG Contract Manager. If OAG finds it necessary to allow storage media to be removed from a facility used by Contractor, OAG will specify the circumstance(s) under which storage media may be removed. This prohibition does not apply to Contractor Information Systems backup procedure.

14.4 Security Audit

14.4.1 **Right to Audit, Investigate, and Inspect**

Without requiring prior notification, the Contractor and the Contractor's Agents shall permit the OAG or the State Auditor of Texas, to:

- Monitor and observe the operations of, and perform security investigations, audits, and reviews of the operations and records of, the Contractor and the Contractor's Agents.
- Inspect its information system in order to assess security at the operating system, network, and application levels; provided, however, that such assessment shall not interfere with the daily operations of managing and running the system.
- Enter unannounced into the offices and places of business of the Contractor and the Contractor's Agents for a security inspection of the facilities and operations used in the performance of Contract Services. Specific remedial measures may be required in cases where the Contractor or the Contractor's Agents are found to be non-compliant with physical and/or data security protection.

14.4.1.1 Any audit of documents shall be conducted at the Contractor's principal place of business and/or the location(s) of the Contractor's operations during the Contractor's normal business hours and at the OAG's expense. The Contractor shall provide to the OAG and such auditors and inspectors as the OAG may designate in writing, on the Contractor's premises, (or if the audit is being performed of a Contractor's Agent, the Agent's premises, if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, at least one (1) workstation connected to each Contractor system subject to the audit, utilities and office-

related equipment and duplicating services as the OAG or such auditors and inspectors may reasonably require to perform the audits.

14.4.1.2 The Contractor shall supply to the OAG and the State of Texas any data or reports rendered or available in conjunction with any security audit of the Contractor or the Contractor's Agents if those reports pertain, in whole or in part, to the Contract Services. This obligation shall extend to include any report(s) or other data generated by any security audit conducted up to one (1) year after the date of termination or expiration of the Contract.

14.5 Security Incidents

14.5.1 Response to Security Incidents

The Contractor shall detect and respond to Security Incidents which might occur. The Contractor shall respond to the Security Incident in accordance with the approved and agreed-upon Data Security Plan in Section 7.6.3. The OAG, in its discretion, may withhold 50% of the Contractor's monthly invoices for each month until an OAG-approved incident response plan is in place.

14.5.2 Notice

In the event of an OAG Protected Data and SAVNS Data Security Incident, physical or logical, risk mitigation and notification must be made within 24 hours of the discovery or possible discovery to the OAG CISO and the OAG Contract Manager, by telephone and by electronic mail, of the Security Incident and the initial risk mitigation steps taken.

Within twenty-four (24) hours of the discovery, the Contractor shall conduct a preliminary risk analysis of the Security Incident; commence an investigation into the incident; and provide a written report utilizing Attachment C, *Security Incident Report for Contractors and Vendors* to the OAG CISO, with a copy to the OAG Contract Manager fully disclosing all information relating to the Security Incident and the results of the preliminary risk analysis. This initial report shall include, at a minimum, the nature of the incident (e.g., data loss/corruption/intrusion), cause(s), mitigation efforts, corrective actions, and estimated recovery time.

14.5.2.1 Each day thereafter until the investigation is complete, the Contractor shall:

- Provide the OAG CISO, or the OAG CISO's designee, with a daily oral or electronic mail report regarding the investigation status and current risk analysis.
- Confer with the OAG CISO or the OAG CISO's designee, regarding the proper course of the investigation and risk mitigation.

14.5.2.2 Whenever daily oral reports are provided, the Contractor shall provide, by close of business each Friday, an electronic mail report detailing the foregoing daily requirements.

14.5.3 Final Report

Within five (5) Business Days of completing the risk analysis and investigation, the Contractor shall submit a written Final Report to the OAG CISO with a copy to the OAG Contract Manager, which shall include:

- A detailed explanation of the cause(s) of the Security Incident.
- A detailed description of the nature of the Security Incident, including, but not limited to, extent of intruder activity (such as files changed, edited or removed; Trojans), and the particular OAG Protected Data and SAVNS Data affected
- A specific cure for the Security Incident and the date by which such cure shall be implemented, or if the cure has been put in place, a certification to the OAG that states the date the Contractor implemented the cure and a description of how the cure protects against the possibility of a recurrence

14.5.3.1 If the cure has not been put in place by the time the report is submitted, the Contractor shall, within thirty (30) calendar days after submission of the Final Report, provide a certification to the OAG that states the date the Contractor implemented the cure and a description of how the cure protects against the possibility of a recurrence.

14.5.3.2 If the Contractor fails to provide a Final Report and Certification within forty-five (45) calendar days, or as otherwise agreed to, of the Security Incident, the Contractor agrees the OAG may exercise any remedy in equity, provided by law, or identified in the Contract.

14.5.4 Independent Right to Investigate

The OAG reserves the right to conduct an independent investigation of any Security Incident, and should the OAG choose to do so, the Contractor shall cooperate fully, making resources, personnel and systems access available.

14.6 Remedial Action

14.6.1 Remedies Not Exclusive; Injunctive Relief

14.6.1.1 The remedies provided in this section are in addition to, and not exclusive of, all other remedies available within this Contract, or at law or in equity. The OAG's pursuit or non-pursuit of any one remedy for a Security Incident(s) does not constitute a waiver of any other remedy that the OAG may have at law or equity.

14.6.1.2 If injunctive or other equitable relief is available, the Contractor agrees that the OAG shall not be required to post bond or other security as a condition of such relief.

14.6.2 Notice and Compensation to Third Parties

14.6.2.1 In the event of a Security Incident, third-party or individual data may be compromised, and the OAG and the Contractor agree that the actual harm to such third-parties caused by the Security Incident is difficult to estimate.

14.6.2.2 Furthermore, the OAG and the Contractor agree that a reasonable forecast of just compensation is for the Contractor to provide to individuals whose personal, confidential or privileged data were compromised or likely compromised as a result of the Security Incident:

- Notification of the event
- Actual damages sustained by the individual as a result of the Security Incident and any prescribed statutory damages
- One (1) year of credit monitoring services, at no cost to each such individual, entity, or the OAG

14.6.2.3 Subject to OAG review and approval, the Contractor shall provide notice of the Security Incident, with such notice to include:

- A brief description of what happened.
- A description, to the extent possible, of the types of personal data that were involved in the Security Breach (e.g., full name, SSN, date of birth, home address, account number, etc.)
- A brief description of what is being done to investigate the breach, mitigate losses, and to protect against any further breaches
- Contact procedures for those wishing to ask questions or learn additional data, including a toll-free telephone number, website and postal address
- Provide detailed instructions to take advantage of any credit monitoring or other service the Contractor shall offer
- Contact information for the Federal Trade Commission website, including specific publications

14.6.2.4 Notice of the Security Incident shall comply with Section 504 of the Rehabilitation Act of 1973, with accommodations that may include establishing a Telecommunications Device for the Deaf (TDD) or posting a larger-type notice on the website containing notice. The Contractor and the OAG shall mutually agree on the methodology for providing the notice required in this subsection. Neither Party shall unreasonably withhold such agreement; however, the notice method must comply with the notification requirements of Section 521.053, Texas Business and Commerce Code (as currently enacted or subsequently amended). The Contractor must also comply with Section 521.053's "consumer reporting agency" notification requirements.

14.6.2.5 If the OAG, in its sole discretion, elects to send notice of the Security Incident in lieu of the Contractor sending notice, the Contractor shall reimburse to the OAG all costs associated with preparing and providing notice. If the Contractor does not reimburse such cost within thirty (30) calendar days of request, the OAG shall have the right to collect such cost by offsetting or reducing any future payments owed to Contractor.

14.7 Commencement of Legal Action

The Contractor shall not commence any legal proceeding on the OAG's behalf without the OAG's express written consent.

15 TERMS AND CONDITIONS

NOTE: Additional OAG Terms and Conditions are incorporated herein as Attachment A.

sylogist gov Summary Release Version

STATE OF TEXAS
OFFICE OF THE ATTORNEY GENERAL
RESPONSE TO RFO #302-25-02213

SYLOGIST

1. COMPANY QUALIFICATIONS

2025

Date of Submission
March 7, 2025

Created by
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Created for
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OFFICE OF THE ATTORNEY GENERAL

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This PDF Utilizes Bookmarks for rapid navigation and Appendices are included as labeled separate files.

Organizational Summary

SylogistGov, Inc. provides SylogistGov Victim Services Suite (VSS), the next-generation solution designed to transform victim notification and support services for criminal justice organizations. Unlike traditional victim notification systems, SylogistGov VSS goes beyond notifications, offering a comprehensive suite of tools and features tailored specifically to meet the needs of victim assistance programs and criminal justice organizations. SylogistGov VSS supports victim engagement strategies, case management, offender mediation, resource management, event management, grants management, and more through its modular approach.

Sylogist has successfully implemented VSS solutions for the states of Texas, Indiana, South Dakota, Virginia, and Oregon, and is in the planning phases of implementation in two new states in the first quarter of 2025. These implementations have included the replacement of existing victim notification system installations in 4 states. Leveraging this expertise, we are proposing the unification of Victim Notification in Texas under the Texas Department of Criminal Justice Integrated Victim Services System (IVSS). This unification will provide a single point of contact serving victims and interested parties seeking notification, services, and offender updates throughout the full criminal justice cycle, and even providing notification to victims if their tracked offender re-offends.

Sylogist has working partnerships and experience with a growing number of JMS (Jail Management System), OMS (Offender Management Systems), and CMS (Case/Court Management System) vendors, and its flexible API can translate and intake data from nearly any system, either through direct API or batch read interface. Sylogist's integration framework is highly adaptable, accommodating state-specific requirements by allowing rapid reconfiguration of workflows and data mappings. This ensures compatibility with various data schemas and operational processes and makes legislative and regulatory changes easy and affordable to integrate. The platform also provides near-real-time notifications based on custody changes, court events, and other key triggers, with robust validation processes to maintain data accuracy and reduce erroneous alerts.

SylogistGov is confident that we can meet the requirements of the RFP through existing system capabilities, and with limited configuration and customization.

SylogistGov VSS Climbs Above the Rest in Victim Services

While able to meet the capabilities of other systems, SylogistGov VSS brings a host of capabilities that no other commercially available victims notification system provides, including:

- The ability to report any data including charting and analysis and build your own reporting queries, to save the reports for reuse as needed, and to share such reports with others. This reporting capability goes way beyond the simple queries you get now, where you can filter for one or two attributes.
- The ability for a victim to register only once and be provided ongoing notification for an offender/defendant no matter how much time since the last incarceration.

- The ability for victims to specify days on which they do not want to receive non-emergency notifications.
- The ability for victims to specify what methods of notification (e.g., just this email address, just text for this phone number) they wish to receive after hours notifications should one occur.
- The ability for victims to specify what methods of notification should be used for each category of notification.
- The ability for victims to view recent notifications from their portal dashboard and to stop notification calls from their portal account.
- The ability to let victims define their relationship with the offender/defendant.
- The ability to allow local victim/witness staff to proxy register a victim and validate their victim status.
- The ability for victims or their proxies to identify the types of crime involved.
- The ability to provide additional types of notifications to validated victims.
- The ability to manually create a notification concerning one or many offenders/defendants.
- The ability to modify notifications including: the ability to review the text of a notification before sending it, the ability to modify the text of a notification, including all text components, as needed, and the ability to add special text statements that can be injected into specific event notifications.
- The ability to change the re-call schedule for phone calls.
- The ability to specify how many voicemails should be left on a phone number for a notification.
- The ability to allow victims to confirm phone calls without having to remember a PIN code.
- The ability to change the re-call schema if a notification voicemail was provided.
- The ability to stop calling all phones for a victim once a notification is confirmed on one of the phones.
- The ability to determine if the victim received notification some other way when one method fails.
- The ability to track and view every communication with a victim.
- The ability to trace a notification all the way back to the raw data provided by the agency.
- The ability to see all email and text notifications that are returned undeliverable and to see replies to emails and texts.
- The ability to set alert thresholds on the count of each notification event.
- The ability to set wait times for a type of notification
- The ability to specify types of delivery allowed for notification events.
- The ability to add new types of notifications and develop the message text for them.
- The ability to add links, FAQs, news items, downloadable publications, and other content to the portal without vendor assistance.

- The ability for resource providers to apply for inclusion in a provider directory and to manage the provider information.
- The ability to have a portal that is unique to the state/agency, to determine what can or should appear in the portal, to define the presentation of information, and for which new content and features can be added specific to the state/agency.
- The ability to extend the solution and add new features quickly.
- The ability to conduct a spontaneous outreach to victims, providers, or anyone else in the system based on common information (crime type, service provided, etc.)

A Unified Extensible Suite of Services

SylogistGov VSS is a sophisticated suite of modules that can be added on after the original system implementation. Though the installation begins with the Victim Notification product, the Case Management system upon which it is built, and the portal, the system is then extendable with affordable modules that support a variety of victim services and restorative justice capabilities.

The vision for SylogistGov VSS is to provide a single location for victims of crime to access all of their needs from services, to notification, to restorative justice, to compensation and restitution, and more. We want to end the era of victims being required to reach out to numerous agencies and non-profits just to learn and apply for services that that state laws and constitutions entitle them too.

Here are a few highlights of the service modules we provide:

Victim/Offender Dialog:
Amongst the restorative justice practices VOD is one of the most powerful, but also one that comes with significant risks. Our VOD module was developed in partnership with the Texas Department of Criminal Justice, who have set the standard for the field. It provides a safe and controlled environment that prevents excess, unwanted, or accidental contact, and the ability to review and monitor exchanges to ensure that the safety, well-being and rights of all parties are protected.

Victim Compensation and Restitution:

The newest tool in the VSS set is our Victims Compensation System allowing the management of Victims Compensation Claims in addition to restitution and recovery. With an existing victim and offender database, managed safely in state hands, the compensation module can work in concert with the rest of the VSS suite to provide a powerful tool for both managing claims and managing the collection and payout of court ordered restitution.

Case Management:

Though part of the base solution, the inclusion of case management cannot be ignored. Allowing victims services staff to support access to services for victims of crime, collect

important reporting data for state required or federal VOCA reports, and provide a continuous linkage between victims and their advocates, the SylogistGov VSS Case Management system goes far beyond its competitors.

A System that puts Safety, Security, and State Control First

In a time when security breaches are common and data management by external vendors is frequently suspect, Sylogist offers a solution that puts security first, and directly in the hands of the state that owns it. Installed in a FedRAMP/FISMA certified and state-owned Microsoft Government Community Cloud tenant owned by the Texas Department of Criminal Justice, you will have complete visibility and transparency in how your data is handled and where it is stored. Served by SylogistGov VSS, victim and offender data in Texas:

- Will NEVER leave the bounds of state and government owned systems and file stores.
- Will ALWAYS be available, accessible, and under control of State of Texas staff.
- Will NEVER be shared, mined, transferred, used as the basis for other products, or otherwise commodified by Sylogist (unless explicitly directed to by the state).

Prior Implementations

Indiana Department of Correction (IDOC)

IDOC replaced the VINE system due to security, cost, and reliability issues. Sylogist implemented the core of a new notification system in seven weeks, improving customization and service for victims. The system enhanced victim notifications, law enforcement alerts, facility emergency alerts, sex offender registration processes, parole hearing management, and victim outreach efforts. It also set the foundation for expanding justice system capabilities with expansions and enhancements continuing today.

Texas Department of Criminal Justice (TDCJ)

TDCJ replaced VINE with the VSS powered IVSS solution that integrated the Texas Crime Victim Clearinghouse and Victim Offender Mediation Dialogue (VOMD). The Integrated Victim Services System improved data visibility, interoperability, and privacy. It introduced individual and general notifications, allowing for tailored notifications based on victim relationships or requests.

Virginia Department of Corrections (VADOC)

VADOC implemented VSS as a notification and case management solution to replace VINE and enhance victim services collaboration across state agencies. The system improved transparency, reporting, and agency-specific features, including collaboration spaces for the Virginia Parole Board and Attorney General's Office. It introduced blackout logic for contact-free days and agency-specific notification formats.

Oregon Department of Corrections (ODOC)

ODOC sought a transparent and flexible victim notification system with improved data protection to replace the VINE system. The system allows for manual outreach during emergencies (e.g., wildfire evacuations) and enables victims to customize after-hours notification preferences. The success

of the system has lead to statewide expansion and continued planning for new features such as linkage to state Medicaid databases to ensure federal compliance with requirements for incarcerated individuals.

South Dakota Attorney General's Office

Unlike other states, South Dakota did not replace an existing system but implemented a victim services solution based on Indiana's SAVIN Dynamics template. It introduced victim verification, limited notification options for interested parties, and specialized law enforcement and attorney portals. The system integrated with USDOJ data exchange standards and featured automated phone notifications and proxy registration.

Your Core Sylogist Implementation Team

The SylogistGov VSS delivery team brings decades of experience with a PMP certified Delivery Director bringing 27 years of experience, a product owner and lead engineer with 30 years experience in development and delivery, a solution architect with 24 years experience, and our contract manager and client service partner who bring 20 years of public sector victim services and public safety experience. Our dedicated team is public service focused, and ready to deliver a unified system for the state of Texas.

What our Customers Say

"This system revolutionized our Victim Services Unit and what we are able to offer victims. There is not enough space to express our gratitude and appreciation for the system's capabilities."

Amber Leake
Victim Services Director
Virginia Department of Corrections

Amber also recently said at a National Association of Victim Assistance in Corrections meeting about the change to the Sylogist solution: "*I had a Pinto, I asked for a Camry, I got a Lamborghini!*"

"This allows ODOC to manage the notification system utilizing best practices, emergency management protocols, and maintains 100% control of its content. "

Parrish VanWert
Correctional Service Division Contracts Administrator
Oregon Department of Corrections

"We were able to configure and implement the system in a very short timeframe while working with and migrating from antiquated legacy systems within our agency. I cannot imagine working this well with any other vendor."

Angie McCown
Victim Services Division Director
Texas Department of Criminal Justice

At the end of the day SylogistGov VSS provides the most flexible and transparent notification capability on the market, all while ensuring state ownership of your data. We thank you for the consideration of the Sylogist offer and look forward to continuing to provide Texans with the best in victims services.

Description of Offeror's Business and Legal Relationships

1. Offeror shall provide a description of the business (and if this is a joint venture, describe all businesses involved in the venture) including:

Business name: SylogistGov, Inc.

Address: 10354 W. Chatfield Avenue, Suite 200, Littleton, CO 80127

Type of Organization: C-Corporation

Date of formation: 08-28-1989

State of Charter and Corporate charter number: Delaware – File#: 2206174

FEIN: 52-1664004

Description:

Located in Littleton, CO, SylogistGov Inc., (www.sylogist.com), is a well-established and profitable business that has been serving federal and state government agencies, as well as not-for-profit/NGO organizations across the United States. We operate globally with 200 employees and supporting governments and non-profits in the United States, Canada, and the United Kingdon.

Sylogist specializes in providing comprehensive solutions for the public sector. With over 2,000 customers globally, including all levels of government, non-profit and non-governmental organizations, educational institutions, and public compliance-driven and funded companies, we have a proven track record in delivering successful solutions. Our company maintains industry-leading profitability, a strong balance sheet, a history of successful acquisitions, and a portfolio of mission-critical SaaS solutions.

Since July 2010, Sylogist has been offering Victim Notification Systems, successfully transitioning states such as Indiana, Texas, Virginia, and South Dakota to our SylogistGov Victim Services Solution. As a trusted Microsoft partner, we leverage Microsoft Dynamics 365 CRM and SharePoint at the core of our proprietary intellectual property. SylogistGov is highly regarded for its enterprise-level case management, grantor money management, and justice solutions.

To ensure the highest quality and value in our operations, we maintain a dedicated and experienced staff of public sector and nonprofit accounting professionals across all primary disciplines within our company. From Executive Management to Sales, Marketing, Client Services, Customer Care, and Research and Development, our team possesses the expertise necessary to deliver successful projects. With a focus on publicly funded organizations, Sylogist offers a unique blend of experience and subject matter expertise, reducing the overall risk associated with Victim Notification projects. Our staff boasts an average tenure of 9 years for both professional services and technical support. Moreover, our solution framework aligns with Microsoft's extensive research

and development investments in the Dynamics 365 application platforms, providing unparalleled investment protection.

2. Offeror shall provide the name(s) and provide a description(s) of any relationship(s) with any individual or entity that are, or may be, in any way related, directly or indirectly, in Preparation of a response and/or Performance of contract. This requirement to disclose and describe information includes any individual(s) and/or entity(ies) that provide financing or otherwise financially support, or expect to financially support, the Offeror in its performance of services under the Contract. If the business is a division or subsidiary of any other organization, the summary shall include the following information about the parent organization:

Business name: Sylogist Ltd

Address: Suite 401, 5920-1A Street SW Calgary, AB T2H 0G3

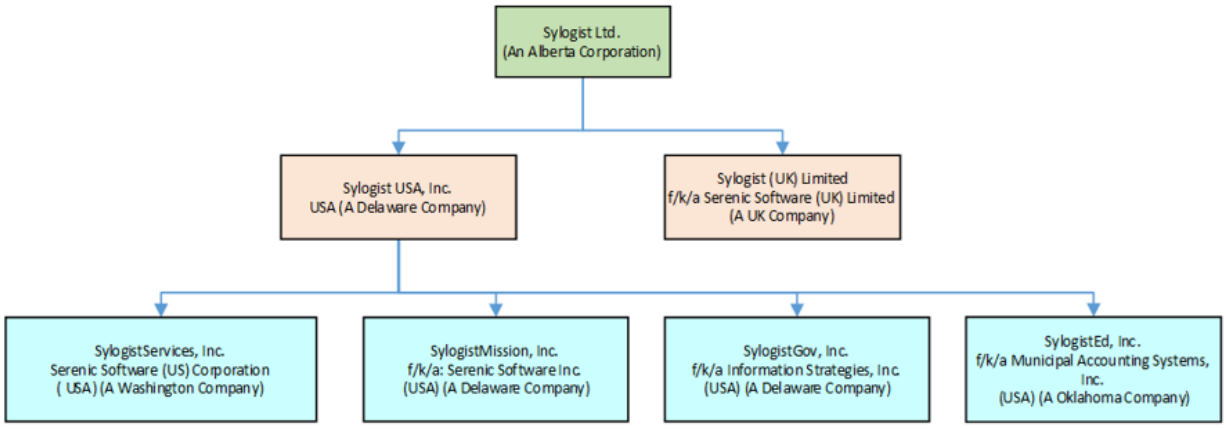
Type of Organization: C-Corporation

Date of formation: 01-01-2008

State of Charter and Corporate charter number: Alberta & Corporate Access Number: 2013692831

FEIN: N/A

Description:



Sylogist Ltd., provides mission-critical SaaS solutions to over 2,000 public sector customers globally across the government, non-profit, and education market segments. The Company's stock is traded on the Toronto Stock Exchange under the symbol SYZ. In addition, Sylogist Ltd. is the ultimate parent company to SylogistGov Inc. Information about Sylogist, inclusive of full financial statements together with Management's Discussion and Analysis, can be found at

www.sedarplus.ca or at www.sylogist.com.

Description of Contractors

Business name: Westpark Communications, L.P.

Address: 8917 Louetta Rd Suite 400, Spring, TX 77379

Type of organization: Call Center

Date of formation: March 1,1968

State of charter and corporate charter number: Texas, 800903255

Listing of each principle partner or officer:

- Ted Edwards, Partner
- Edna Wesneski, Partner

Joshua Patten, Officer

FEIN: 26-1490834

Description of Services: Westpark Communications provides call center support for the SylogistGov VSS solution, and comprises approximately 7% of the contribution to the financial scope of the project. Westpark serves only as a call center, and does not implement or provide system or exchange support.

Past Performance References

Please see Forms C submitted as part of the online submission of this document for Sylogist's references, and Form E submitted providing release of liability.

SAVINS FORM B PRICING SUMMARY TABLE

Pricing Tiers	Population Start	Population End	Startup & Implementation Costs*	Annual Jail Service Fee	Annual Court Service Fee*	Total Annual Fee per Tier (both Jails and Courts)
0	5,000,000	Unlimited	$3500	$130,655	$33,451	$164,116
1	3,000,000	4,999,999	$2500	$102,774	$26,186	$128,960
2	2,000,000	2,999,999	$2500	$74,465	$18,966	$93,431
3	1,000,000	1,999,999	$2500	$52,227	$12,995	$65,222
4	400,000	999,999	$1750	$36,731	$9,139	$45,870
5	250,000	399,999	$1750	$24,445	$6,194	$30,639
6	100,000	249,999	$1750	$12,268	$3,052	$15,320
7	50,000	99,999	$1750	$8,394	$2,088	$10,482
8	20,000	49,999	$1500	$5,452	$1,180	$6,632
9	0	19,999	$1500	$3,444	$857	$4,301

*Startup & Implementation costs are waived for all present participants in the OAG SAVNS Grant program who participate in Phase I of the project.

Commissioners Court - Regular Session **42.**

Meeting Date: 05/06/2025

MOU between Liberty Hill ISD Police Dept and Williamson County Sheriff's Office

Submitted For: Matthew Lindemann **Submitted By:** Starla Hall, Sheriff

Department: Sheriff

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a Memorandum of Understanding concerning Communication and Coordination between Liberty Hill ISD Police Department and the Williamson County Sheriff's Office.

Background

Texas Education Code Section 37.081 (g) sets forth that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies. This MOU is being executed between Liberty Hill ISD Police Department and the Williamson County Sheriff's Office in order to comply with said section.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Liberty Hill ISD PD MOU

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/29/2025 04:11 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:21 PM
Form Started By: Starla Hall		Started On: 04/28/2025 03:43 PM
Final Approval Date: 05/01/2025		

MEMORANDUM OF UNDERSTANDING CONCERNING COMMUNICATION AND COORDINATION BETWEEN THE LIBERTY HILL INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT AND THE WILLIAMSON COUNTY SHERIFF'S OFFICE

This Memorandum of Understanding ("MOU") is made and entered into by and between the following parties: The Liberty Hill School District Police Department and the Williamson County Sheriff's Office.

WHEREAS, Texas Education Code §37.081(g) provides that a school district police department and the law enforcement agencies with which it has overlapping jurisdiction (map attached) shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies; and,

WHEREAS, the Liberty Hill Independent School District Police Department (LHISD PD) has overlapping jurisdiction with the Williamson County Sheriff's Office (WCSO) and desires to enter into such a memorandum of understanding with regard to communication and coordination of efforts between the agencies; and,

WHEREAS, this cooperative effort will assist in the agencies' respective responsibilities and mission to serve the citizens of Williamson County (WILCO) and the Liberty Hill Independent School District (LHISD);

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this memorandum of understanding, the undersigned parties agree as follows:

I. Notification Between Parties

a. The LHISD PD will contact the WCSO on-duty supervisor directly or through dispatch when a serious incident (defined below) occurs inside the primary jurisdiction of the Sheriff's Office and within the boundaries of the Liberty Hill ISD. Both agencies will coordinate responses as needed for the good of the Community and the success of the investigation. Once contacted by LHISD PD, the on-duty supervisor will determine what, if any, response is needed from the WCSO. This decision should be based on the resources needed to accomplish the investigative goal and to serve the community.

i. Any 1st degree felony.
ii. Murder or attempted murder.
iii. Aggravated robbery.
iv. Aggravated sexual assault.
v. Any indecent exposure or solicitation of a child report – this includes pornographic pictures being taken of children or shown to children, but excludes incidents determined to be punishable as class B & C level offenses under 43.261 PC.
vi. Aggravated assault where a gun or weapon is used or threatened.
vii. Aggravated kidnapping.
viii. Any EOD or explosive weapon is used or threatened.
ix. Any disturbance where a mass or group is involved. (i.e., riot)

x. Any criminal intelligence information developed by a LHISD PD officer concerning any criminal incident which occurred, or is planned for off LHISD property, and within Williamson County Sheriff's Office jurisdiction.
xi. Any other situation where the officer decides there is a need based on impact to the community, to public safety, or requires an immediate response that may need involvement from both agencies. This is designed to encourage open communication between the two departments.

b. The WSCO will notify LHISD PD directly to advise of the following incidents involving LHISD students, staff, or school safety that occur within the jurisdiction of WCSO. This should be done if WCSO is made aware of the student, or staff being associated with LHISD.
   i. All LHISD bus accidents so that LHISD PD can respond to assist with the collection of student data necessary for the investigation, reunification of students to parents, and to assist with alternate transportation and medical transportation. LHISD PD defers to WCSO for investigations on the roadway and completion of all TxDOT reports. LHISD PD shall assist WCSO in the collection efforts and logistics involving such collisions. LHISD PD will handle collisions occurring on district property.
   ii. Any SWAT calls within close proximity to LHISD properties that might cause alarm or interrupt campus or bus operations (This will be coordinated at the Command Level).
   iii. Any armed suspect on school grounds or close to school grounds during school hours.
   iv. Any suspicious persons around school properties.
   v. Any fires or complete road blockages around schools during school hours or which may affect bus transportation.
   vi. Any death of a LHISD student or staff member, if known to WCSO.
   vii. Any pre-planned tactical operation planned during school hours within close proximity of a school (i.e., a pre-planned search warrant). While details are not necessary, there may be a request to limit traffic flow around the target area, and LHISD schools in the area. (This will be coordinated at the Command Level)
   viii. Any 911 calls received originating on school campuses during times when LHISD PD Officers are scheduled to be on school campuses, generally weekdays from 0730 hours to 1630 hours.
   ix. Any calls responded to after hours or holiday involving school property that require a criminal investigation or follow-up that are of a serious nature. Less serious offenses that do not require immediate action may be reported to communications for follow-up by LHISD PD personnel during regular hours.
   x. Any calls where the WCSO believes that administrative assistance may reduce recidivism or impact resources of WCSO to respond. Such calls may be harassment or assaultive in nature where both parties are students at a common campus or other criteria the officer believes may benefit the situation or circumstance.

xi. Arrest notifications shall be made in compliance with C.C.P. 15.27 and forwarded to the Chief of the LHISD PD as designee for the Superintendent for dissemination.
NOTE: LHISD PD is not a 24-hour department and after-hours communication may be answered or facilitated by the WILCO Emergency Communications Center. LHISD PD agrees to maintain up to date contact numbers with WILCO Emergency Communications Center.

II. Investigations – The request for investigative assistance will be determined by severity and required resources.

a. If the decision is made to call in additional WCSO resources such as the WCSO Criminal Investigations Division for an incident which has occurred on school property for which the LHISD PD initiated the response, the on-scene LHISD PD Supervisor and a WCSO Criminal Investigations Supervisor will decide which agency will take the lead in the investigation.

b. The parties have agreed that in any case in which LHISD PD initiated the investigation and for which WCSO requests the lead, LHISD PD will afford WCSO that authority. In order to maintain the flow of information between the agencies, however, one LHISD PD officer will be assigned to liaison with a WCSO Deputy for the duration of the investigation. This collaboration will allow the LHISD PD and WCSO to stay informed and combine their resources to accomplish the investigative goal.

c. It is understood that LHISD PD's primary investigative duty is in school-related matters throughout the Liberty Hill Independent School District, and its secondary duty is to all other matters that may come within its jurisdiction. LHISD PD agrees to support and assist WCSO in off-campus matters as resources are available and requested by the WCSO. Typically, matters of traffic congestion surrounding campus arrival and dismissal may require a collaborative effort in addressing these circumstances. Bus stops are generally viewed much the same with the designated stop location being a non-district location but may require collaboration due to the cause and effect of any issues that arise at such locations.

d. It is also understood that there may be situations in which the citizens of Williamson County and the Liberty Hill Independent School District may be better served by the initial agency retaining primary jurisdiction over the investigation and processing of the offense.

III. Evidence

a. WSCO agrees to house all LHISD PD evidence in the WSCO's evidence room. LHISD PD agrees to adopt and follow the Williamson County evidence policy.

IV. Information and Record Sharing

a. LHISD PD and WSCO agree to follow guidelines contained in the Texas Family Code (Chapter 58) and the Family Educational Records Privacy Act (20 U.S.C. §1232g and following) governing the sharing of student and juvenile information, as well as all regulations governing the sharing of student and juvenile information.

b. Specific requirements:
   i. Information disclosed under this agreement relates to the juvenile justice system's ability to serve, before adjudication, the student whose records are being released.
   ii. Information obtained shall not be disclosed to a third party, other than another juvenile justice agency, except as permitted or required by law.
   iii. Information received under this section shall be destroyed, if permitted or required by applicable law, when the child is no longer under the jurisdiction of a juvenile court.
   iv. LHISD PD and WCSO agree that, in accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g, 34 C.F.R. Part 99), LHISD may not disclose education records to a law enforcement unit without prior written consent, except as appropriate in the case of an emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals. The parties further recognize and agree that FERPA permits LHISD to disclose personally identifiable student information in order to comply with a lawfully issued subpoena or court order of the district.
   v. LHISD policy permits the release of directory information regarding students, except where the district has been notified that the parent(s) or eligible student wishes to restrict access to the student's directory information, and shall include student name, address, and telephone number.

c. The LHISD PD will be responsible for reporting Crime Reporting statistics to the Texas Department of Public Safety. The LHISD PD will support the collection of statistical crime data regarding school incidents and will share mutually beneficial information with the WCSO as needed.

d. The LHISD PD and WCSO will coordinate to allow access, as appropriate, to all written reports filed by either department for offenses that occur on school property, or that relate to school business, with such access to be coordinated by the respective chiefs of each agency.

V. Off-duty Employment

a. Either party may employ law enforcement officers from the other party for special events or occasions. Such employment may be approved or denied in accordance with the employed officer's departmental policy and procedures for off duty employment.

b. When employed as an off-duty officer/deputy, the off-duty officer/ deputy shall adhere to the direction of the employing party's on-duty police supervisor within the confines of the officer's/deputy's agency policies.

VI. Liability, Immunities, and Defenses

a. Nothing herein shall be deemed or constituted to create a partnership, joint venture, joint enterprise, employer-employee relationship, or principal-agent relationship between WCSO and LHISD PD. Neither party shall be the agent of the other nor have the authority to bind the other.

b. No party to this MOU shall be responsible for the acts of an employee of another party. Each party accepts responsibility for the actions of their personnel and assumes the duty of investigating any allegations of wrongdoing resulting from their actions while operating within the jurisdiction of the LHISD PD.

c. It is expressly understood and agreed that neither party waives, nor shall be deemed to have waived, any immunity or defense otherwise available to it under the law.

VII. Termination and Renewal

a. Either party may withdraw from and terminate this memorandum of understanding on thirty (30) days written notice to the other party.

b. This memorandum of understanding is effective when signed by both parties. The memorandum of understanding shall remain in effect for an initial term to expire on September 30, 2026. It shall automatically renew annually, on October 1 of each successive year for up to five (5) years, unless terminated by either party by written notice given according to the terms of this memorandum of understanding. For LHISD PD, the individual with the authority to terminate this memorandum of understanding is the LHISD Chief of Police or the Superintendent. For the Sheriff's Department, the individual with the authority to terminate this memorandum of understanding is the Sheriff, or his designee.

Matthew Lindemann, Sheriff
Williamson County Sheriff's Office

Date: 4/29/2025

Travis Motal, Interim Superintendent
Liberty Hill Independent School District

Date: 4-21-25

Judge Steven Snell, County Judge
Williamson County

Date: _____

Chris Rybarski, Chief of Police
Liberty Hill ISD Police Department

Date: 4-21-25

Approved:
Liberty Hill Independent School District
Board of Trustees

By: _____

Date: 4-21-25

Attached
Exhibit A: Addresses of Liberty Hill ISD Properties
Exhibit B: Map of Overlapping Police Jurisdiction

Liberty Hill ISD Operations & Police Department	12500 W State Hwy 29	Liberty Hill, TX	78642
Liberty Hill High School	16500 W State Hwy 29	Liberty Hill, TX	78642
Legacy Ranch High School	1277 Co Rd 258	Liberty Hill, TX	78642
Liberty Hill Middle School	13125 W State Hwy 29	Liberty Hill, TX	78642
Santa Rita Middle School	90 Santa Rita Blvd	Liberty Hill, TX	78642
Legacy Ranch Middle School	450 County Road 258	Liberty Hill, TX	78642
Louine Noble Elementary School	101 Loop 332	Liberty Hill, TX	78642
Liberty Hill Elementary School	1400 Loop 332	Liberty Hill, TX	78642
Bill Burden Elementary School	315 Stonewall Pkwy	Liberty Hill, TX	78642
Rancho Sienna Elementary School	751 Bonnet Blvd	Georgetown, TX	78628
Bar W Elementary School	100 Stamp Iron Ave	Georgetown, TX	78628
Santa Rita Elementary School	532 Santa Rita Blvd	Liberty Hill, TX	78642
Tierra Rosa Elementary School	89 E. Santa Rita Blvd	Liberty Hill, TX	78642
Liberty Hill Administration	301 Forrest St	Liberty Hill, TX	78642
Liberty Hill ISD Maintenance	176 Stadium Dr	Liberty Hill, TX	78642
Liberty Hill Transportation	400 Championship Dr	Liberty Hill, TX	78642
Liberty Hill Technology	100 Championship Dr	Liberty Hill, TX	78642
18 Plus Campus	301 Forrest St	Liberty Hill, TX	78642

Commissioners Court - Regular Session **43.**

Meeting Date: 05/06/2025

Approval of Blanket Purchase of Fuel from Corpay Technologies Operating Company, LLC d.b.a. Fuelman for the Sheriff's Department

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 a blanket purchase (requisition #137644) for fuel from Corpay Technologies Operating Company, LLC d.b.a. Fuelman, in the amount of $300,000.00 pursuant to Omnia National IPA R211101.

Background

Approval of blanket requisition #137644 will support the operations of the Williamson County Sheriff's Office. Funding Source is 001.0100.0560.003301 as per FY25 budget. Origination #2658. Department contact is Starla Hall.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Form 1295

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/30/2025 10:51 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:04 PM
Form Started By: Barbi Hageman		Started On: 04/28/2025 04:31 PM
Final Approval Date: 05/01/2025		

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:
2025-1302219

Date Filed:
04/29/2025

Date Acknowledged:

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

Corpay Technologies Operating Company, LLC d.b.a. Fuelman
Atlanta, GA 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.

R211101
Fuel Card Services and Related Products

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 [redacted], and my date of birth is [redacted].

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

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

Executed in Gaston County, State of North Carolina, on the 29th day of April (month), 2025 (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

Certificate Number:
2025-1302219

Date Filed:
04/29/2025

Date Acknowledged:
04/29/2025

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

Corpay Technologies Operating Company, LLC d.b.a. Fuelman
Atlanta, GA 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.

R211101
Fuel Card Services and Related Products

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)

Commissioners Court - Regular Session **44.**

Meeting Date: 05/06/2025

2025 CIP Transfer

Submitted By: Karen Knightstep, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a 2025 CIP transfer in the amount of $700,000.00 from P717 (Jail North Roof Replacement) to P609 (ESOC Data Center CRAC Unit).

Background

The transfer is necessary to cover additional expenditures for P609 (ESOC Data Center CRAC Unit).

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	05/01/2025 10:59 AM
Form Started By: Karen Knightstep		Started On: 04/30/2025 04:12 PM
Final Approval Date: 05/01/2025		

Commissioners Court - Regular Session **45.**

Meeting Date: 05/06/2025

Emergency Service Operations Center (ESOC) CRAC Unit (P609) - Ramirez-Simon Engineering Supplemental Agreement

Submitted For: Dale Butler **Submitted By:** Gretchen Glenn, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the Supplemental Agreement for Design and Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC relating to the ESOC Data Center CRAC Unit. (P609)

Background

This Supplemental Agreement for Design and Engineering Services between Williamson County and Ramirez-Simon Engineering, LLC is for revising Construction Documents (CD) for additional time and compensation for additional requested services relating to the ESOC Data Center CRAC Unit project. The agreement is to increase the total sum by $12,900.00. Funding Source P609.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESOC CRAC Unit_RS_PSA1-SA1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:21 PM
Form Started By: Gretchen Glenn		Started On: 04/25/2025 02:02 PM
Final Approval Date: 05/01/2025		

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

PROJECT: **ESOC Data Center Cooling Upgrades** ("Project")

ARCHITECT/ ENGINEER: **Ramirez-Simon Engineering, LLC** ("A/E")
Steven Simon, Principal
1 Chisolm Trail, Suite 450
Round Rock, Texas 78681

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 to **Agreement for Design and Engineering Services**, effective as of the latest date of the signatories indicated at the conclusion of this document (the "Effective Date"), is made pursuant to the terms and conditions of said Agreement 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, County and A/E previously executed **Agreement for Design and Engineering Services** being dated effective **March 22, 2023** ("Agreement");

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

WHEREAS, County now wishes to revise Construction Documents to **include a separate panel which will eliminate the need for a power outage at the Emergency Services Operations Center (ESOC) during CRAC unit replacement**; all of which would constitute Additional Services due to being outside the original scope of Basic Services; and,

WHEREAS, in accordance with **Article 7** of the Agreement, this Supplemental Agreement provides a description of the scope, compensation for, and schedule of Additional Services;

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

SUPPLEMENTAL AGREEMENT

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

ARTICLE 1
SCOPE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the following Additional Services

A/E shall visit the site and coordinate the location of the new panel with the County and amend construction documents in order to include a separate panel which will eliminate the need for a power outage at the ESOC during CRAC unit replacement. A/E shall reissue the entire set of updated documents.

ARTICLE 2
COMPENSATION FOR ADDITIONAL SERVICES

In accordance with the terms and conditions of the Agreement, County hereby agrees to pay A/E **Twelve Thousand Nine Hundred and No/100 Dollars ($ 12,900.00)** .

ARTICLE 3
TIME FOR PERFORMANCE OF ADDITIONAL SERVICES

A/E hereby agrees to provide the Additional Services by or before December 30, 2026.

ARTICLE 4
TERMS OF AGREEMENT & EXTENT OF SUPPLEMENTAL AGREEMENT

All Additional Services described herein will be performed in accordance with the terms and conditions of the Agreement. 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, County has caused this Supplemental 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:
Ramirez-Simon Engineering, LLC

By: _____
Signature

Steven Simon, PE
Printed Name

Principal
Title

Date Signed: 4/25/25

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

Date Signed: _____

Commissioners Court - Regular Session **46.**

Meeting Date: 05/06/2025

Approval of rejecting proposals submitted on RFCSP #25RFCSP17 for ESOC - CRAC Unit Project for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Michelle McKinney, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on rejecting proposals submitted on RFCSP #25RFCSP17 for the ESOC - CRAC Unit Project and request that information related to the competition be excepted pursuant to Texas Government Code 552.104 and authorize the Purchasing Agent to re-solicit the project after construction documents are updated to include the missing components of scope.

Background

It is the recommendation of the evaluation committee that Williamson County reject all submissions for RFCSP #25RFCSP17 for the ESOC - CRAC Unit Project to allow for revisions to update construction documents to include missing components of scope. When the time comes, we will ask for authorization to advertise for re-soliciting. An exemption is requested pursuant to Government Code Sec. 552.104. EXCEPTION: INFORMATION RELATED TO COMPETITION OR BIDDING. (a) Information is exempted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder. The funding source is P609, and the point of contact is Gretchen Glenn.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESOC CRAC Unit 25RFCP17 CC REJECT

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/30/2025 09:57 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:21 PM
Form Started By: Michelle McKinney		Started On: 04/24/2025 04:29 PM
Final Approval Date: 05/01/2025		

April 14, 2025

Joy Simonton, Purchasing Agent
Wilco Purchasing Department
301 Wilco Way
Georgetown, TX 78626

Re: 25RFCSP17
ESOC CRAC Unit
Recommendation of Agreement Award

During the review and negotiations with the highest rated respondent, significant gaps in project scope were identified that were not previously considered for the addition of redundant cooling systems in the ESOC data center. Due to the magnitude of changes and potential high impact to the project budget, the evaluation committee recommends rejecting all submissions of the **ESOC CRAC Unit** project and resoliciting the project after Construction documents are updated to include the missing components of scope.

Based on the Committee's evaluation, Wilco Facilities Management recommends that the Williamson County Commissioners Court not award a contract for this solicitation.

Sincerely,

Trenton H. Jacobs
County Architect, Facilities Management

WILLIAMSON COUNTY
(512) 943-1193 Cell (512)-966-9472
Trenton.Jacobs@wilcotx.gov www.wilcotx.gov
3101 SE Inner Loop
Georgetown, TX 78626

Commissioners Court - Regular Session **47.**

Meeting Date: 05/06/2025

Emergency Service Operations Center (ESOC) - Sidewalk Replacement & Trash Pad Extension - CO1

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No. 1 from Mayans Concrete LLC for the ESOC Sidewalk Replacement and Trash Pad Extension Project to extend time only, due to weather conditions, which was approved by Williamson County Architect, Trenton Jacobs, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

This change is for a time-only extension (extend by 30 days, new completion date will be June 10th, 2025) for the ESOC Sidewalk Replacement and Trash Pad Extension Project. Williamson County Architect, Trenton Jacobs, was delegated change order approval authority for this project on March 10th, 2022 by the Commissioners Court pursuant to Williamson County Facilities pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record the same into the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

ESOC Sidewalk Replacement & Trash Pad Extension-CO1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	05/01/2025 09:35 AM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:35 PM
Form Started By: Christy Matoska		Started On: 05/01/2025 08:57 AM
Final Approval Date: 05/01/2025		

CHANGE ORDER
ESOC Sidewalk Replacement and Trash Pad Extension

CHANGE ORDER NO: 01 NTP Date: 03/24/2025
DATE OF ISSUANCE: 04/30/2025
Contractor: Mayans Concrete LLC
Architect/ Engineer: N/A

EXPLANATION:
1. Time extension only due to weather conditions

CONTRACT CHANGE:
1. Extend the time of the contract by 30 days.

A.	Original Contract Amount	$ 13,775.00
B.	Adjusted Contract Sum by previous Change Orders	$ 0.00
C.	Contract Sum increased / (decreased) by this Change Order in the amount of	$ 0.00
D.	New Contract Sum including this Change Order will be	$ 13,775.00

Percentage Increase of Total Change Orders over Original Contract Amount
(Not to Exceed 25% per state law) 0 %

The Contract Time will be changed by 30 days
The date of Substantial Completion as of the date of this Change Order 06/10/2025

RECOMMENDED BY:

Mayans Concrete, LLC	salvador Santos (Apr 30, 2025 19:29 CDT)	04/30/2025
Contractor	Signature	Date

REVIEWED BY:

N/A		
Architect/ Engineer	Signature	Date

ACCEPTED BY:

Trenton Jacobs, County Architect		05/01/2025
County's Representative	Signature	Date

Commissioners Court - Regular Session **48.**

Meeting Date: 05/06/2025

CJC North Roof Replacement - RYCARS

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Receive and acknowledge approval of Change Order No.1 from RYCARS Construction, LLC for the Justice Center Roof Replacement in the amount of $14,356.00 and to extend time for completion of the roof installation, which was approved by Williamson County Project Manager, Thomas Crockett, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Background

The Change Order No. 1 is made to compensate the contractor, RYCARS Construction, LLC. for overflow drains - install retrofit drains on Side B, capping off existing overflow drains on Side A roof. This Change Order results in a net increase of $14,356.00. The original Contract amount was $650,715.00. As a result of this Change Order, the net increase is 2.2% in the Contract cost with a new contract sum of $665,071.00. Williamson County Facilities Project Manager, Thomas Crockett was delegated change order approval authority for this project on January 23, 2024, by the Commissioners Court pursuant to Loc. Gov't Code Sec. 262.031. This item is to acknowledge such approval and record same into the minutes of the Commissioners Court.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CJC North Roof - RYCARS - CO 1

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/29/2025 09:37 AM
Facilities Management (Originator)	Christy Matoska	04/29/2025 10:00 AM
Hal Hawes	Hal Hawes	04/29/2025 01:07 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:35 PM
Form Started By: Christy Matoska		Started On: 04/29/2025 09:03 AM
Final Approval Date: 05/01/2025		

CHANGE ORDER
CJC North Roof Replacment

CHANGE ORDER NO: **01** Overflow Drains NTP Date: 2/24/2025
DATE OF ISSUANCE: 3/18/2025
Contractor: RYCARS Construction, LLC.
Architect/ Engineer: Alex Davila/ Dominic Calabrese

EXPLANATION:

1. RYCARS Construction was informed by Whitten Consultants to install retrofits drains on Side B(smaller roof) due there not being any data on the existing cast iron drains.
2. Drawing R-2.0, call for the overflow drain to remain, but per Thomas the overflow drains should be removed and capped. Due to there bring an overflow scupper on the wall.

CONTRACT CHANGE:

1. Install Refrofits on Side B deck, and connect cast iron pipe underneath the existing deck
2. Capping off the existing overflow drains on Side A roof

A.	Original Contract Amount	$ 650,715.00
B.	Adjusted Contract Sum by previous Change Orders	$ 0.00
C.	Contract Sum increased / (decreased) by this Change Order in the amount of	$ 14,356.00
D.	New Contract Sum including this Change Order will be	$ 665,071.00

Percentage Increase of Total Change Orders over Original Contract Amount $\left(\frac{D-A}{A} * 100\right)$
(Not to Exceed 25% per state law) 2.20 %

The Contract Time will be changed by 9 days
The date of Substantial Completion as of the date of this Change Order June 2,2025

RECOMMENDED BY

RYCARS Construction LLC	Tarrell Youngblood	4/28/2025
Contractor	Signature	Date

REVIEWED BY:

Antonio Naylor		04/28/2025
Architect/ Engineer	Signature	Date

ACCEPTED BY:

Thomas Crockett	Thomas Crockett	4/28/2025
County's Representative	Signature	Date

Change Order Breakdowns:

Breakdown 1 -Install Retrofits on Side B Deck & Connect Pipe to Drain	$	9,484.00
Breakdown 2 - Cap off Existing Overflow Drains on Side A Deck	$	4,872.00
	$	14,356.00

Project No.: 2206.3 Date: 3/18/2025

Project Name: CJC North Roof Replacement

CHANGE ORDER SUMMARY: **1**

* Reconnect drain to pipe on Section B
* Provide and install one new retrofit drain at cracked primary drain bowl.
* Provide and install three new retrofit drains at overflow drains with damaged bolt housings.

Item	Description	Cost
1	Labor	$ 4,000.00
2	Material	$ 1,565.00
3	Equipment - Trucks, Fuel, Small tools	$ 812.00
4	Subtotal	$ 6,377.00
5	Overhead & Profit (10%)	$ 638.00
6	Subtotal, Contractor	$ 7,015.00
7	Subcontractor: Better Services	$ 2,200.00
8	Sub Mark Up (5%)	$ 110.00
9	Subtotal, Subcontractor	$ 2,310.00
10	Subtotal Contractor & Subcontractor	$ 9,325.00
11	Bonds & insurance (1.7%)	$ 159.00
12	**TOTAL CHANGE ORDER REQUEST**	**$ 9,484.00**
13	**Time Request, Add**	**5 Days**

Construction Contract Change Order

BREAKDOWN

Breakdown No. 1
Item No. 1
RFI No. (or COR, CPR, etc.) 1

Project No.: 2206.3
Date: 3/18/2025

Project Name: CJC North Roof Replacement

Contractor/Subcontractor Name: RYCARS Construction, LLC

Direct Cost of Work :

A. Labor

Check here if explained on the Comment Sheet ↓

			Hourly Wage Rate	Hours	Total Cost
1	Foreman	☐	60.00	20	$1,200.00
2	Roofer - Install Retrofits	☐	50.00	40	$2,000.00
3		☐			
4		☐			
5		☐			
6		☐			
7		☐			
8		☐			
9		☐			
		Add Labor Burden @		25 %	$800.00
			LABOR TOTAL		$4,000.00

B. Material

			Unit Price	Unit	Units	Total Cost
1	Retrofit Drains	☐	360.00	Ea	4	$1,440.00
2	Delivery	☐	125.00	Ea	1	$125.00
3		☐				
4		☐				
5		☐				
6		☐				
7		☐				
8		☐				
9		☐				
10		☐				
11		☐				
12		☐				
	(Copies of invoices may be required.)		Add Tax @		%	
			MATERIAL TOTAL			$1,565.00

C. Equipment

			Unit Rate	Unit	Units	Total Cost
1	Fuel	☐	150.00	Day	2	$300.00
2	Trucks	☐	100.00	Day	2	$200.00
3	Small Tools	☐	250.00	Ea	1	$250.00
4		☐				
5		☐				
6		☐				
7		☐				
	(Copies of invoices may be required.)		Add Tax @		8.25 %	$62.00
			EQUIPMENT TOTAL			$812.00

TOTAL DIRECT COST FOR THIS BREAKDOWN: 1 $6,377.00
(Sum A, B & C)

JIM WHITTEN ROOF CONSULTANTS, LLC
CONSULTANTS IN ROOFING AND WATERPROOFING
WWW.JIMWHITTEN.COM
P. O. BOX 200925 AUSTIN, TEXAS 78720
PHONE: (512) 250-0999 FAX: (512) 250-9711

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• RESIDENTIAL
• COMMERCIAL
• BUILDING PERMITS
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(512)791-2986
roelbazan48@gmail.com

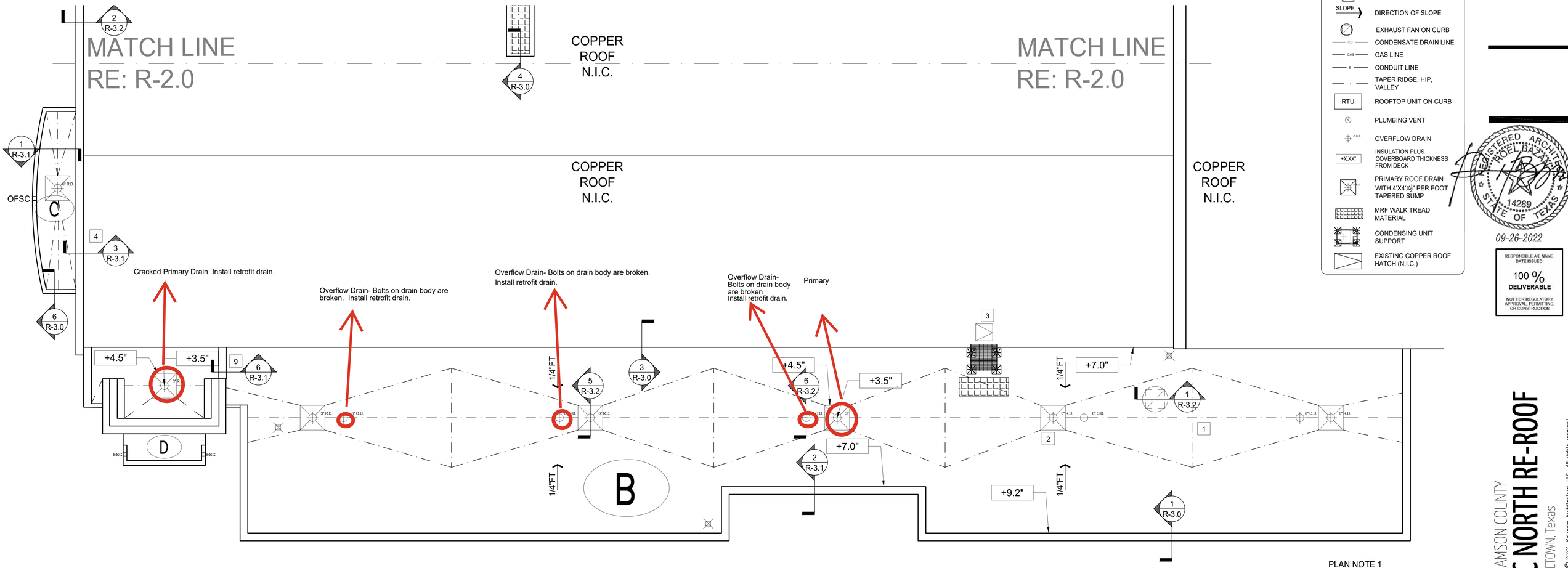
Reliance Architecture, LLC
1306 Barrington Dr.
Austin, Texas 78753
Ph (512) 758-7660
www.reliancearchitecture.com

KEYED NOTE :

1. 1/2"/FT TAPERED ISO CRICKET
2. 1/2"/FT TAPERED ISO SUMP. MIN. 2' EACH DIRECTION.
3. PORTABLE PIPE HANGER STAIR, PLATFORM, AND HANDRAILS.
4. INSTALL NEW PRE-FINISHED 24 GA. GALV. STEEL COPING OVER EXISTING STONE CAP PER DETAILS.
9. ROOF AREA DIVIDER

ROOF PLAN LEGEND

- A — ROOF SECTION IDENTIFICATION
- FLUE EXHAUST ON CURB
- SLOPE — DIRECTION OF SLOPE
- EXHAUST FAN ON CURB
- CD — CONDENSATE DRAIN LINE
- GAS — GAS LINE
- E — CONDUIT LINE
- TAPER RIDGE, HIP, VALLEY
- RTU — ROOFTOP UNIT ON CURB
- PLUMBING VENT
- OVERFLOW DRAIN
- +X.XX" — INSULATION PLUS COVERBOARD THICKNESS FROM DECK
- PRIMARY ROOF DRAIN WITH 4'X4'X¼" PER FOOT TAPERED SUMP
- MRF WALK TREAD MATERIAL
- CONDENSING UNIT SUPPORT
- EXISTING COPPER ROOF HATCH (N.I.C.)



1 SECTION A - WEST & C ROOF PLAN

SCALE: 1/8"=1'-0"

PLAN NOTE 1

TYPICAL ROOF PENETRATIONS ARE SHOWN AS REFERENCED IN THE DRAWINGS BY SECTION CUTS. IT IS INTENDED THAT CONDITIONS SIMILAR TO THOSE SHOWN IN DETAIL ARE TO BE TREATED IN A SIMILAR MANNER.

PLAN NOTE 2

LOCATION AND QUANTITY OF ROOF OBJECTS, PENETRATIONS AND EQUIPMENT ARE FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING QUANTITIES & LOCATIONS PRIOR TO BIDDING.

REGISTERED ARCHITECT ROEL BAZAN 14289 STATE OF TEXAS

09-26-2022

RESPONSIBLE A/E NAME
DATE ISSUED
100 % DELIVERABLE
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

WILLIAMSON COUNTY
CJC NORTH RE-ROOF
GEORGETOWN, Texas

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Revision:

Project Number 2206.3

Date: 9/27/2022

Sheet Number

SECTION A - WEST & C ROOF PLAN R-2.1

MEP Bid

Better Service - (214) 864-9857 - Jordan Garcia
1029 Reinli St, Austin, TX 78723 - Unit #8
TACLA - 00111999E – HUB/MBE No. 54177

Date: 3/12/2025 Bid Expires 4/12/2025
Client: Rycars
Site: CJC North Roof

According to photo attached	
Included	
Connect the cast iron pipe that has been disconnected from drain assembly	
(2) Technicians 4-8 Hours	
Covering furniture and area with plastic	
Reconnection and testing for leaks	
Use of current pipe and materials	
Total Bid Excludes Sales Tax	**$2,200**
Exclusions	
Any New Material or Piping	
Roof/water sealing	
Finish work not related to MEP	
Framing	
Moving of valuable or heavy furniture to access the pipe	

BEACON

BID PROPOSAL
6" TPO CLAD DRAINS

BID NUMBER	9971113

Valid Until
April 12 , 2025

PREPARED FOR	528587

RYCARS CONSTRUCTION
503 COLEMAN PL
KENNER, LA 70062

Telephone: 504-305-5309

BRANCH NUMBER	0831

NEW ORLEANS BRANCH
BEACON BUILDING PRODUCTS
800 EDWARDS AVENUE
NEW ORLEANS, LA 70123-3123

Telephone: 504-455-6161
Sls id: G2Z Ent Ini: CHD

LINE	QUANTITY	DESCRIPTION	UNIT PRICE	DISCOUNT	NET UNIT PRICE	EXTENDED PRICE
10	5	PC TRI RETRO DRAIN HD TPO CLAD 6" HDTPO6A	PC		360.0000	1,800.00
				Freight Charge		125.00
				Other Charges Total		125.00

BE ADVISED THAT PENDING TARIFFS COULD INORDINATELY INCREASE DOMESTIC COSTS ON IMPORTED PRODUCTS AND BEACON CAN ONLY HONOR A MANUFACTURER QUOTE TO THE SAME EXTENT THAT THE MANUFACTURER HONORS ITS QUOTE TO BEACON.
WHERE PROJECT PRICING IS BASED ON FULL TRUCKLOAD QUANTITIES; WAREHOUSE ORDERS CANNOT BE SOLD AT THE FULL TRUCK PRICE.
ALL QUOTES ARE SUBJECT TO FREIGHT, MATERIAL/FUEL SURCHARGES, HAZMAT FEES, AND DEFICIT FREIGHT FEES FOR PARTIAL TRUCKS SHIPMENTS.
QUANTITIES AND MATERIAL LISTED ARE BASED ON OUR INTERPRETATION OF THE PROJECT. IT IS THE CUSTOMER'S RESPONSIBILITY TO REVIEW ALL PLANS AND SPECS FOR ACCURACY.
LISTED QUANTITIES ARE ESTIMATES ONLY. BEACON BUILDING PRODUCTS WILL NOT BE RESPONSIBLE FOR OVERAGES OR SHORTAGES ON THE QUANTITIES PROVIDED.
NON-STOCK AND SPECIAL ORDER MATERIAL CANNOT BE RETURNED TO A BEACON FACILITY.
PLEASE REFERENCE THE PROJECT QUOTE # WHEN PLACING AN ORDER FOR THIS PROJECT.

SUB TOTAL	1,925.00
TAX	158.81
BID TOTAL	2,083.81

RFI #5: Drain Information

Status	Closed on 03/25/25		
To	Dominic Calabrese (JimWhitten)	**From**	Tarrell Youngblood (RYCARS Construction, LLC)
Date Initiated	Mar 24, 2025	**Due Date**	Mar 27, 2025
Location		**Project Stage**	
Cost Impact		**Schedule Impact**	
Spec Section		**Cost Code**	
Drawing Number		**Reference**	
Linked Drawings			
Received From			
Copies To	Alex Davila (Reliance Architecture)		

Activity

Question

Question from Tarrell Youngblood RYCARS Construction, LLC *on Monday, Mar 24, 2025 at 02:53 PM CDT*

Dominic,

Per your email last Friday, you would like additional pricing for going back with the existing cast iron drains. Do you have a model number on the existing drains?

Official Response

Response from Dominic Calabrese JimWhitten *on Tuesday, Mar 25, 2025 at 05:15 PM CDT*

If an existing model number cannot be retrieved off the existing cast iron drain body, and/or if the order for cast iron drains prolongs the schedule, please go with the retrofit drain option. I will follow up with a revised Change Order response reiterating this response.

Project No.: 2206.3 Date: 4/20/2025

Project Name: CJC North Roof Replacement

CHANGE ORDER SUMMARY: 2

* Remove 4 ea existing overflow drains on Section A
* Cap off and cove 4 ea existing overflow drains

Item	Description	Cost
1	Labor	$ 3,688.00
2	Material	$ 288.00
3	Equipment - Trucks, Fuel, Small tools	$ 379.00
4	Subtotal	$ 4,355.00
5	Overhead & Profit (10%)	$ 436.00
6	Subtotal, Contractor	$ 4,791.00
7	Subcontractor:	$ -
8	Sub Mark Up (5%)	$ -
9	Subtotal, Subcontractor	$ -
10	Subtotal Contractor & Subcontractor	$ 4,791.00
11	Bonds & insurance (1.7%)	$ 81.00
12	**TOTAL CHANGE ORDER REQUEST**	**$ 4,872.00**
13	**Time Request, Add**	**4 Days**

Construction Contract Change Order

BREAKDOWN

Breakdown No. 2
Item No. 2
RFI No. (or COR, CPR, etc.)

Project No.: 2206.3
Date: 4/20/2025

Project Name: CJC North Roof Replacement

Contractor/Subcontractor Name: RYCARS Construction, LLC

Direct Cost of Work :

A. Labor

Check here if explained on the Comment Sheet

		⬇	Hourly Wage Rate	Hours	Total Cost
1	Foreman	☐	60.00	20	$1,200.00
2	Mechanic - Demo Drain and Cap	☐	50.00	40	$2,000.00
3	Roofer - Flash Drain	☐	50.00	(5)	-$250.00
4		☐			
5		☐			
6		☐			
7		☐			
8		☐			
9		☐			
			Add Labor Burden @	25 %	$738.00
			LABOR TOTAL		$3,688.00

B. Material

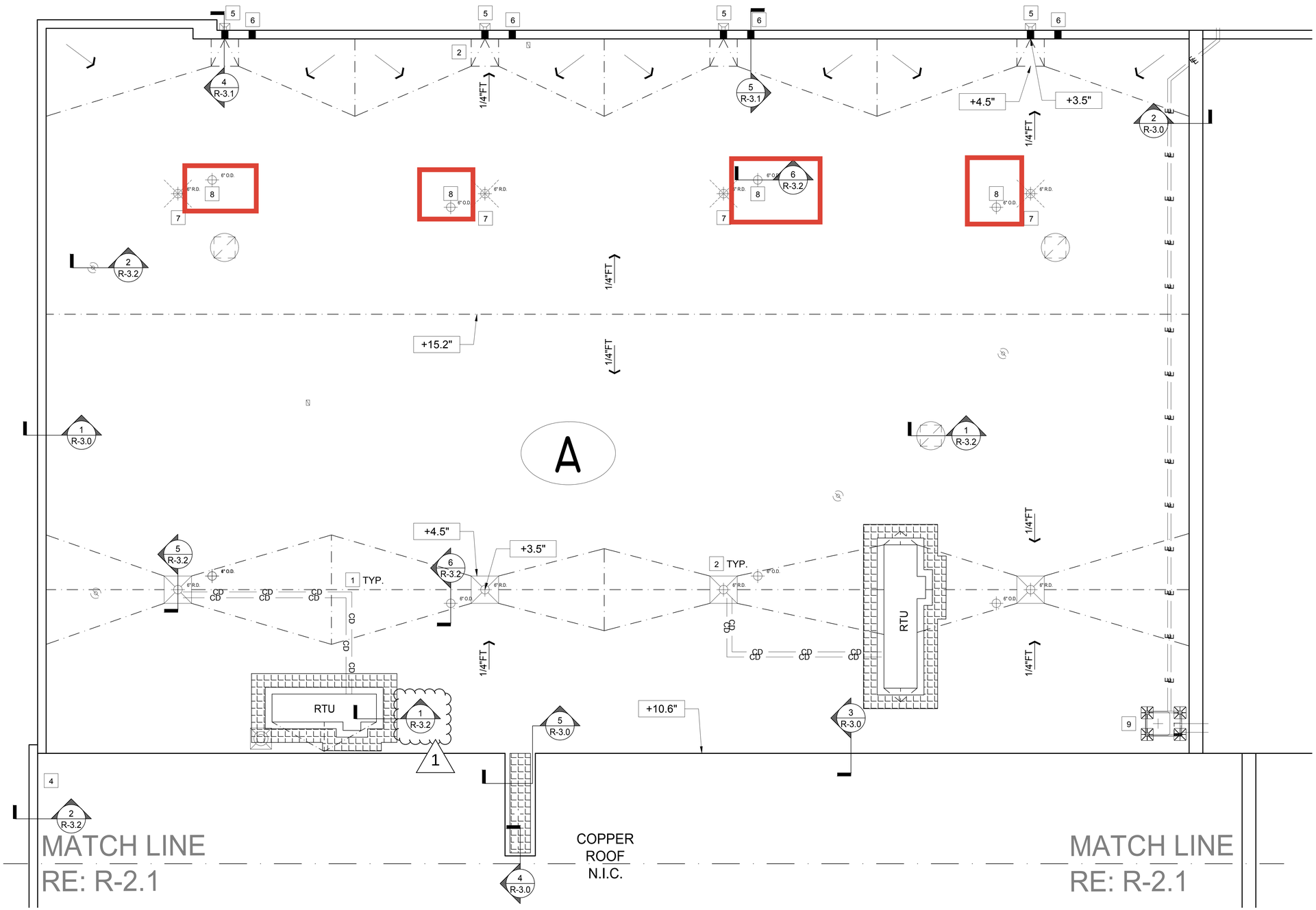
			Unit Price	Unit	Units	Total Cost
1	Pipe Plug	☐	30.00	Ea	4	$120.00
2	Metal Plate	☐	50.00	Ea	4	$200.00
3	WaterBlock	☐	8.00	Tub	(4)	-$32.00
4		☐				
5		☐				
6		☐				
7		☐				
8		☐				
9		☐				
10		☐				
11		☐				
12		☐				
	(Copies of invoices may be required.)		Add Tax @		%	
			MATERIAL TOTAL			$288.00

C. Equipment

			Unit Rate	Unit	Units	Total Cost
1	Fuel	☐	150.00	Day	1	$150.00
2	Trucks	☐	100.00	Day	1	$100.00
3	Small Tools	☐	100.00	Ea	1	$100.00
4		☐				
5		☐				
6		☐				
7		☐				
	(Copies of invoices may be required.)		Add Tax @		8.25 %	$29.00
			EQUIPMENT TOTAL			$379.00

TOTAL DIRECT COST FOR THIS BREAKDOWN: 2 $4,355.00
(Sum A, B & C)

REVISION 1



1 SECTION A- EAST ROOF PLAN

SCALE: 1/8"=1'-0"

JIM WHITTEN
ROOF CONSULTANTS, LLC
CONSULTANTS IN ROOFING AND WATERPROOFING
WWW.JIMWHITTEN.COM
P. O. BOX 200925 AUSTIN, TEXAS 78720
PHONE: (512) 250-0999 FAX: (512) 250-9711

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Reliance Architecture, LLC
1306 Barrington Dr.
Austin, Texas 78753
Ph (512) 758-7660
www.reliancearchitecture.com

ROOF PLAN LEGEND

A	ROOF SECTION IDENTIFICATION
SLOPE	DIRECTION OF SLOPE
	EXHAUST FAN ON CURB
CD	CONDENSATE DRAIN LINE
GAS	GAS LINE
E	CONDUIT LINE
	TAPER RIDGE, HIP, VALLEY
RTU	ROOFTOP UNIT ON CURB
	PLUMBING VENT
6" O.D.	OVERFLOW DRAIN
+X.XX"	INSULATION PLUS COVERBOARD THICKNESS FROM DECK
	PRIMARY ROOF DRAIN WITH 4'X4'X¼" PER FOOT TAPERED SUMP
	MFR WALK TREAD MATERIAL
	ELECTRICAL EQUIPMENT SUPPORT
	EXISTING COPPER ROOF HATCH (N.I.C.)
	CONDUCTOR HEAD AND DOWNSPOUT

KEYED NOTE :

1. 1/2"/FT TAPERED ISO CRICKET
2. 1/2"/FT TAPERED ISO SUMP. MIN. 2' EACH DIRECTION.
3. PORTABLE PIPE HANGER STAIR, PLATFORM, AND HANDRAILS.
4. INSTALL NEW PRE-FINISHED 24 GA. GALV. STEEL COPING OVER EXISTING STONE CAP PER DETAILS.
5. NEW 12"L X 6"H PRIMARY THRU-WALL SCUPPER, 18" W CONDUCTOR HEAD AND 6" DOWNSPOUT.
6. NEW 18"L X 6"H OVERFLOW THRU-WALL SCUPPER.
7. REMOVE AND DISPOSE EXISTING PRIMARY ROOF DRAIN, PERMANENTLY CAP ROOF DRAIN PIPING.
8. EXISTING SECONDARY EMERGENCY OVERFLOW ROOF DRAIN TO REMAIN.
9. PORTABLE PIPE HANGER PLATFORM

PLAN NOTE 1

TYPICAL ROOF PENETRATIONS ARE SHOWN AS REFERENCED IN THE DRAWINGS BY SECTION CUTS. IT IS INTENDED THAT CONDITIONS SIMILAR TO THOSE SHOWN IN DETAIL ARE TO BE TREATED IN A SIMILAR MANNER.

PLAN NOTE 2

LOCATION AND QUANTITY OF ROOF OBJECTS, PENETRATIONS AND EQUIPMENT ARE FOR REFERENCE ONLY. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING QUANTITIES & LOCATIONS PRIOR TO BIDDING.

REGISTERED ARCHITECT ROEL BAZAN 14289 STATE OF TEXAS

09-26-2022

RESPONSIBLE A/E NAME
DATE ISSUED
100 % DELIVERABLE
NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

WILLIAMSON COUNTY
GEORGETOWN, Texas
CJC NORTH RE-ROOF

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Revision:
1 2/25/2025

Project Number
2206.3

Date:
9/27/2022

Sheet Number
R-2.0

SECTION A - EAST ROOF PLAN

Project: 652 CJC North Roof Replacement
3101 SE Inner Loop
Georgetown, Texas 78626

RFI #6: Section A (Larger Roof)

Status	Closed on 04/28/25		
To	Dominic Calabrese (JimWhitten)	**From**	Tarrell Youngblood (RYCARS Construction, LLC)
Date Initiated	Apr 7, 2025	**Due Date**	Apr 10, 2025
Location		**Project Stage**	
Cost Impact		**Schedule Impact**	
Spec Section		**Cost Code**	
Drawing Number		**Reference**	
Linked Drawings			
Received From			
Copies To	Alex Davila (Reliance Architecture)		

Activity

Question

Question from Tarrell Youngblood RYCARS Construction, LLC *on Monday, Apr 7, 2025 at 07:16 AM CDT*

Per conversation between Thomas and James yesterday, Thomas would like to close off the overflow drains on Section A roof (Larger Roof) though the drawings call them to remain. It was our intention that the primary drains are only suppose to be removed. Are both drains overflow, and primary drains are to be removed? Please let me know on how you would like to proceed.

Attachments
Drawing 2.0.pdf

Official Response

Response from Dominic Calabrese JimWhitten *on Tuesday, Apr 8, 2025 at 04:33 PM CDT*

This response is our confirmation that both the primary and secondary overflow drains are to be removed in the areas east of the roof Section-A midpoint.

Drain bodies are to be removed and disposed of, and the pipes capped at the deck as shown in the CDs.

Commissioners Court - Regular Session **49.**

Meeting Date: 05/06/2025

Authorize Issuing IFB #25IFB49 Portland Cement for Road and Bridge Department

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for IFB Portland Cement, under IFB #25IFB49.

Background

Williamson County is seeking to purchase Type I/II and Type IL Portland Cement, from qualified companies and conforming to Texas Department of Transportation Departmental Materials Specifications DMS-4600 “Hydraulic Cement”. The estimated budget is $115,000.00. The funding source is 01.0200.0210.003597 and the point of contact is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
Purchasing (Originator)	Joy Simonton	04/30/2025 09:56 PM
County Judge Exec Asst.	Andrea Schiele	05/01/2025 02:21 PM
Form Started By: Fernando Ramirez		Started On: 04/28/2025 08:34 AM
Final Approval Date: 05/01/2025		

Commissioners Court - Regular Session **50.**

Meeting Date: 05/06/2025

HNTB 82588 Road and Bridge GEC Contract Amendment No 2

Submitted For: Robert Daigh **Submitted By:** Vicky Edwards, Infrastructure

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Contract Amendment No 2 under Williamson County Contract for Engineering Services between HNTB Corporation and Williamson County dated January 9, 2024, for General Engineering Consultant - Construction Management/Inspection Services for Williamson County Road and Bridge Department Projects.

Background

This Contract Amendment No 2 is to add subconsultant rates.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

HNTB 82588 Road and Bridge GEC Contract Amendment No 2

Form Review

Inbox	Reviewed By	Date
Hal Hawes	Hal Hawes	04/28/2025 02:18 PM
County Judge Exec Asst.	Andrea Schiele	04/28/2025 05:11 PM
Form Started By: Vicky Edwards		Started On: 04/24/2025 11:23 AM
Final Approval Date: 04/30/2025		

Docusign Envelope ID: 8CFBF5FE-1CB2-4AC9-B8F2-B28EE1C3050A

CONTRACT AMENDMENT NO. 2
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD & BRIDGE PROJECT:
(General Engineering Consultant (GEC) and Construction Management/Inspection Services)

THIS CONTRACT AMENDMENT NO. 2 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **HNTB Corporation** (the "Engineer") and becomes effective as of March 13, 2025.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective **January 9, 2024** (the "Contract");

WHEREAS, pursuant to Article 22 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the Rate Schedule in Exhibit C of the Contract are limited to the rates noted in said Exhibit C; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. County and Engineer hereby agree the Rate Schedule attached hereto as Exhibit C shall supplant and replace the current Rate Schedule.

All other terms of the Contract are unchanged and will remain in full force and effect.

Docusign Envelope ID: 8CFBF5FE-1CB2-4AC9-B8F2-B28EE1C3050A

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of March 13, 2025.

ENGINEER:

By: DocuSigned by: _____
Signature
3DA2BCA605524AC...

Summer B. Lawton
Printed Name

Senior Vice President
Title

4/29/2025
Date

COUNTY:

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Docusign Envelope ID: 8CFBF5FE-1CB2-4AC9-B8F2-B28EE1C3050A

EXHIBIT C
RATE SCHEDULE

Rate Schedule for HNTB Corporation

Classification	2025 Billing Rate	2025 Premuim OT Billing Rate
Principal	$431	
Sr. Financial Advisor	$408	
Sr. Project Advisor	$425	
Project Advisor	$341	
Program Manager	$455	
Sr. Project Manager	$337	
Project Manager	$267	
Deputy Project Manager	$240	
Sr. Engineer	$240	
Project Engineer	$203	
Design Engineer	$161	
EIT	$131	
Sr. CADD Technician	$192	
CADD Technician	$100	
Principal Planner	$298	
Sr. Environmental Specialist	$294	
Environmental Specialist	$236	
Sr. Environmental Planner	$186	
Environmental Planner	$145	
Sr. GIS Analyst	$210	
GIS Analyst	$135	
Sr. Public Involvement Representative	$140	
Public Involvement Representative	$119	
Sr. Urban Planner	$263	
Urban Planner	$134	
Sr. ROW Agent	$226	
ROW Agent	$174	
Sr. Construction Manager	$235	
Construction Manager	$198	
Sr. Construction Representative	$169	$198
Construction Representative III	$162	$190
Construction Representative II	$150	$176
Construction Representative	$114	$134
Sr. Developer	$216	
Developer II	$181	
Developer	$142	
Sr. Business Manager	$260	
Business Manager	$181	
Sr. Project Analyst	$168	
Project Analyst	$123	
Quality Manager	$235	
Sr. Project Controls	$194	
Project Controls	$109	
Sr. Scheduler	$240	
Scheduler	$180	
Administrative Assistant	$94	
Intern	$89	

Vehicle Leases will be reimbursed at a rate of $100/day

Docusign Envelope ID: 8CFBF5FE-1CB2-4AC9-B8F2-B28EE1C3050A

Rate Schedule for Front Line Advisory Group, LLC

Classification	2025 Billing Rate
Principal	$216
Senior Program Controller	$199
Program Controller II	$179
Program Controller I	$161
Senior Program Scheduler	$192
Program Scheduler II	$174
Program Scheduler I	$156
Senior Program Analyst	$177
Program Analyst II	$159
Program Analyst I	$143
Senior Document Mgt Specialist	$103
Document Mgt Specialist II	$92
Document Mgt Specialist I	$83
Administrative Manager	$86

Docusign Envelope ID: 8CFBF5FE-1CB2-4AC9-B8F2-B28EE1C3050A

Rate Schedule for B2Z Engineering, LLC

Classification	2025 Billing Rate	2025 Premuim OT Billing Rate
Principal	$436	
Sr. Project Manager	$334	
Project Manager	$282	
Deputy Project Manager	$241	
Sr. Engineer	$241	
Project Engineer	$205	
Design Engineer	$169	
EIT	$139	
Sr. CADD Technician	$195	
CADD Technician	$103	
Sr. GIS Analyst	$216	
GIS Analyst	$154	
Sr. Public Involvement Representative	$144	
Public Involvement Representative	$123	
Sr. Construction Manager	$231	
Construction Manager	$205	
Sr. Construction Representative	$169	$205
Construction Representative III	$159	$195
Construction Representative II	$144	$175
Construction Representative	$113	$139
Sr. Business Manager	$241	
Business Manager	$185	
Sr. Project Analyst	$195	
Project Analyst	$123	
Quality Manager	$195	
Sr. Project Controls	$180	
Project Controls	$113	
Sr. Scheduler	$241	
Scheduler	$195	
Administrative Assistant	$98	

Docusign Envelope ID: 8CFBF5FE-1CB2-4AC9-B8F2-B28EE1C3050A

Rate Schedule for American Structurepoint, Inc.

Classification	2025 Billing Rate
Principal	$400
Senior Project Manager	$330
QAQC	$320
Project Manager	$320
Senior Project Engineer	$260
Project Engineer	$215
Design Engineer	$175
EIT	$140
Senior Technician	$200
Technician	$136
Sr. Drainage Engineer	$260
Drainage Engineer	$190
Sr. Traffic Engineer	$250
Traffic Engineer	$180
Admin / Clerical	$100

Docusign Envelope ID: 8CFBF5FE-1CB2-4AC9-B8F2-B28EE1C3050A

Rate Schedule for Hardesty & Hanover

Classification	2025 Billing Rate
Project Principal	$335
Senior Technical Advisor	$300
Senior Project Manager	$270
Senior Structural Qa/Qc Mgr	$255
Senior Structural Engineer	$250
Structural Engineer	$165
Structural Designer (Eit)	$125
Senior Eng Tech	$150
Cad Tech	$95
Admin/ Clerical	$90

Docusign Envelope ID: 8CFBF5FE-1CB2-4AC9-B8F2-B28EE1C3050A

Rate Schedule for Scheibe Consulting, LLC

Classification	2025 Billing Rate
Principal	$300
Senior PM	$270
PM III	$200
PM II	$190
PM I	$167
PM Survey	$140
Senior Engineer	$270
Engineer VI	$238
Engineer V	$216
Engineer IV	$190
Engineer III	$180
Engineer II	$170
Engineer I	$165
EIT IV	$156
EIT III	$146
EIT II	$135
EIT I	$125
Sr. RPLS	$216
RPLS II	$200
RPLS I	$172
CAD Tech IV	$125
CAD Tech III	$115
CAD Tech II	$103
CAD Tech I	$87
Survey 1-Man Crew	$160
Survey 2-Man Crew	$210
Admin III	$103
Admin II	$92
Admin I	$70

Docusign Envelope ID: 8CFBF5FE-1CB2-4AC9-B8F2-B28EE1C3050A

Rate Schedule for DKS Associates

Classification	2025 Billing Rate
Project Manager	$285
Senior Principal/Director	$325
Safety Expert	$330
Quality Assurance Manager	$300
Quality Control Safety Expert	$250
Senior Engineer/Planner II	$260
Senior Engineer/Planner I	$240
Engineer/Planner III	$220
Engineer/Planner II	$200
Engineer/Planner I	$180
Associate Engineer/Planner II	$175
Associate Engineer/Planner I	$165
Assistant Engineer/Planner II	$160
Assistant Engineer/Planner I	$140
Intern Engineer/Planner	$115
GIS Specialist	$165
Senior Creative Services Specialist	$220
Junior Creative Services Specialist	$185
Creative Services Assistant II	$145
Creative Services Assistant I	$125
Project Control Specialist II	$150
Project Control Specialist I	$135
Project Admin Support II	$130
Project Admin Support I	$120

Commissioners Court - Regular Session **51.**

Meeting Date: 05/06/2025

RM 2243 TCEQ Agent Authorization Form

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a TCEQ Agent Authorization Form for the Edwards Aquifer Protection Program associated with the RM 2243 Realignment Project, a 2019 Road Bond Project in Commissioner Pct. 3. P326 Funding: Road Bonds

Background

The RM 2243 Realignment Project requires Texas Commission on Environmental Quality (TCEQ) approval of a Water Pollution Abatement Plan (WPAP) prior to construction. The TCEQ Agent Authorization Form is required to authorize an employee of BGE, Inc. to submit the necessary WPAP permit application on behalf of Williamson County to the TCEQ for review and approval.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RM2243-TCEQ-AgentAuthorizationForm-BGE

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 11:20 AM
Form Started By: Marie Walters		Started On: 04/30/2025 05:44 PM
Final Approval Date: 05/01/2025		

Agent Authorization Form
For Required Signature
Edwards Aquifer Protection Program
Relating to 30 TAC Chapter 213
Effective June 1, 1999

I Steven Snell,
Print Name

Williamson County Judge,
Title - Owner/President/Other

of Williamson County,
Corporation/Partnership/Entity Name

have authorized Alexis Woffenden, P.E.
Print Name of Agent/Engineer

of BGE, Inc.
Print Name of Firm

to represent and act on the behalf of the above named Corporation, Partnership, or Entity for the purpose of preparing and submitting this plan application to the Texas Commission on Environmental Quality (TCEQ) for the review and approval consideration of regulated activities.

I also understand that:

1. The applicant is responsible for compliance with 30 Texas Administrative Code Chapter 213 and any condition of the TCEQ's approval letter. The TCEQ is authorized to assess administrative penalties of up to $10,000 per day per violation.

2. For those submitting an application who are not the property owner, but who have the right to control and possess the property, additional authorization is required from the owner.

3. Application fees are due and payable at the time the application is submitted. The application fee must be sent to the TCEQ cashier or to the appropriate regional office. The application will not be considered until the correct fee is received by the commission.

4. A notarized copy of the Agent Authorization Form must be provided for the person preparing the application, and this form must accompany the completed application.

5. No person shall commence any regulated activity on the Edwards Aquifer Recharge Zone, Contributing Zone or Transition Zone until the appropriate application for the activity has been filed with and approved by the Executive Director.

SIGNATURE PAGE:

May 6, 2025

Applicant's Signature Date

THE STATE OF Texas §

County of Williamson §

BEFORE ME, the undersigned authority, on this day personally appeared Steven Snell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that (s)he executed same for the purpose and consideration therein expressed.

GIVEN under my hand and seal of office on this ____ day of _____,_____.

NOTARY PUBLIC

Typed or Printed Name of Notary

MY COMMISSION EXPIRES: _____

Commissioners Court - Regular Session **52.**

Meeting Date: 05/06/2025

CR 201 - THC Antiquities Permit Application

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding an Antiquities Permit Application to the Texas Historical Commission (THC), required as part of the Due Diligence Environmental Investigation on the CR 201 project, a Road & Bridge project in Commissioner Precinct 2. Project: P499.

Background

The permit requests the approval of an intensive archaeological pedestrian survey with subsurface testing required by the Texas Historical Commission (THC) on the CR 201 project, a Road and Bridge Project. No investigations will take place until a permit is received from the Texas Historical Commission. Portions of the attached application have been redacted prior to placement on the court agenda, to protect restricted information. Redacted information will be included in the application to the Texas Historical Commission.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR201-THC-AntiquitiesPermitApp

CR201-THC-AntiquitiesPermitScopeRedacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 11:26 AM
Form Started By: Marie Walters		Started On: 04/30/2025 06:38 PM
Final Approval Date: 05/01/2025		

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION FORM ARCHEOLOGY

GENERAL INFORMATION

I. PROPERTY TYPE AND LOCATION

Project Name (and/or Site Trinomial) County Road 201 Improvements Project
County (ies) Williamson
USGS Quadrangle Name and Number Liberty Hill, Texas (3097-331)
UTM Coordinates Zone 15 E 600951 N 3397005
Location Approximately 1.7 miles (2.8 km) north of Liberty Hill, Texas, and approximately 5.9 miles (9.5 km) southeast of Bertram, Texas. 1
Federal Involvement ❑ Yes × No
Name of Federal Agency
Agency Representative

II. OWNER (OR CONTROLLING AGENCY)

Owner Williamson County
Representative Steven Snell
Address 710 South Main Street
City/State/Zip Georgetown, Texas 78626
Telephone (include area code) (512) 943-1100 Email Address

III. PROJECT SPONSOR (IF DIFFERENT FROM OWNER)

Sponsor same as above
Representative
Address
City/State/Zip
Telephone (include area code) Email Address

PROJECT INFORMATION

I. PRINCIPAL INVESTIGATOR (ARCHEOLOGIST)

Name Joey O'Keefe, M.A., RPA
Affiliation SWCA Environmental Consultants
Address 4407 Monterey Oaks Boulevard, Suite 110, Building 1
City/State/Zip Austin, Texas 78749
Telephone (include area code) 512-476-0891 Ext. 111236 Email Address joey.okeefe@swca.com

(OVER)

ANTIQUITIES PERMIT APPLICATION FORM (CONTINUED)

II. PROJECT DESCRIPTION

Proposed Starting Date of Fieldwork May 2025
Requested Permit Duration 5 Years _____ Months (1 year minimum)
Scope of Work (Provided an Outline of Proposed Work) Please see attached scope of work

III. CURATION & REPORT

Temporary Curatorial or Laboratory Facility SWCA on-site facilities Austin, Texas
Permanent Curatorial Facility Center for Archaeological Research at University of Texas San Antonio

IV. LAND OWNER'S CERTIFICATION

I, _____, as legal representative of the Land Owner, Williamson County, do certify that I have reviewed the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Owner, Sponsor, and Principal Investigator are responsible for completing the terms of the permit.
Signature _____ Date _____

V. SPONSOR'S CERTIFICATION

I, _____, as legal representative of the Sponsor, Williamson County, do certify that I have review the plans and research design, and that no investigations will be performed prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Sponsor, Owner, and Principal Investigator are responsible for completing the terms of this permit.
Signature _____ Date _____

VI. INVESTIGATOR'S CERTIFICATION

I, Joey O'Keefe, as Principal Investigator employed by SWCA Environmental Consultants (Investigative Firm), do certify that I will execute this project according to the submitted plans and research design, and will not conduct any work prior to the issuance of a permit by the Texas Historical Commission. Furthermore, I understand that the Principal Investigator (and the Investigative Firm), as well as the Owner and Sponsor, are responsible for completing the terms of this permit.
Signature Joseph O'Keefe Date 04/02/2025

Principal Investigator must attach a research design, a copy of the USGS quadrangle showing project boundaries, and any additional pertinent information. Curriculum vita must be on file with the Archeology Division.

FOR OFFICIAL USE ONLY

Reviewer _____ Date Permit Issues _____
Permit Number _____ Permit Expiration Date _____
Type of Permit _____ Date Received for Data Entry _____

Texas Historical Commission
Archeology Division
P.O. Box 12276, Austin, TX 78711-2276
Phone 512-463-6096
thc.texas.gov

SWCA
ENVIRONMENTAL CONSULTANTS
Sound Science. Creative Solutions.®

4407 Monterey Oaks Boulevard
Building 1, Suite 110
Austin, Texas 78749
Tel 512.476.0891 Fax 512.476.0893
www.swca.com

April 22, 2025

Rebecca Shelton
Texas Historical Commission
P.O. Box 12276
Austin, Texas 78711-2276

Re: Request for Antiquities Permit to Conduct a Cultural Resources Investigations for the County Road 201 Improvements Project, Williamson County, Texas / SWCA Project No. 61059

Dear Rebecca Shelton:

This letter is a request for a Texas Antiquities Permit to conduct cultural resources investigations for the County Road (CR) 201 Roadway Improvements Project (project) in Williamson County, Texas. The project consists of ground disturbing activities along approximately 2.0 miles (3.2 kilometers) of roadway beginning at CR 200 and extending north to approximately 1,130 feet (344 meters [m]) northwest of the private road, Umbrella Sky. The project consists of widening CR 201 from the existing two-lane roadway to a four-lane (two in each direction) divided roadway with intersection improvements at CR 200. Overall, the project area encompasses approximately 38.6 acres (15.6 hectares). The maximum depth of impact for the project is 9 feet (2.7 m) below surface.

As the proposed project is being undertaken by Williamson County, a political subdivision of the State of Texas, a Texas Antiquities Permit is required in accordance with the Antiquities Code of Texas (Texas Natural Resource Code, Title 9, Chapter 191) and accompanying Rules of Practice and Procedure (Texas Administrative Code, Title 13, Chapter 26). Based on the current project understanding, no federal regulatory compliance is anticipated.

If you have any questions or concerns, please contact me at (512) 476-0891, extension 111236, or joey.okeefe@swca.com.

Sincerely,

Joey O'Keefe, M.A.
Principal Investigator

PROPOSED SCOPE OF WORK FOR CULTURAL RESOURCES INVESTIGATION OF THE COUNTY ROAD 201 ROADWAY IMPROVEMENTS PROJECT, WILLIAMSON COUNTY, TEXAS

Project Landowner – Williamson County
Project Sponsor – Williamson County
Project Consultant – SWCA Environmental Consultants
Principal Investigator – Joey O'Keefe, M.A., RPA
Date – April 22, 2025

INTRODUCTION

At the request of Williamson County, SWCA Environmental Consultants (SWCA) proposes to conduct an intensive cultural resources investigation of approximately 38.6 acres (15.6 hectares [ha]) of roadway in support of the County Road (CR) 201 Roadway Improvements Project (project) in Williamson County, Texas. The project consists of ground disturbing activities along approximately 2.0 miles (3.2 kilometers [km]) of roadway, beginning at CR 200 and extending north to approximately 1,130 feet (344 meters [m]) northwest of the private road, Umbrella Sky (Figures 1 and 2). The project consists of widening CR 201 from the existing two-lane roadway to a four-lane (two in each direction) divided roadway with intersection improvements at CR 200.

As the proposed project is being undertaken by Williamson County, a subdivision of the state, the project will be subject to review under the Antiquities Code of Texas (ACT), and the archaeological field investigation will require a Texas Antiquities Permit. At this time, there is no federal nexus for the project; therefore, Section 106 of the National Historic Preservation Act (54 United States Code 306108) and its implementing regulations (36 Code of Federal Regulations [CFR] 800) are not applicable to these investigations.

SWCA proposes to conduct an intensive archaeological pedestrian survey with systematic shovel testing of the 2-mile-long (3.2-km-long), approximately 38.6-acre (15.6-ha) project area (see Figure 2). The goal of the work will be to identify any previously recorded prehistoric and historic-age archaeological sites in the project area; locate any previously undiscovered archaeological sites; establish vertical and horizontal site boundaries, as appropriate with regard to the project area; and evaluate the significance and eligibility of any site recorded for listing in the National Register of Historic Places (NRHP) and for designation as a State Antiquities Landmark (SAL). All work will be conducted in accordance with the ACT.

Project Description

The project area appears on the *Liberty Hill, Texas* (3097-331), U.S. Geological Survey (USGS 1962) 7.5-minute topographic quadrangle map. The project area is located approximately 1.7 miles (2.8 km) north of Liberty Hill, Texas, and approximately 5.9 miles (9.5 km) southeast of Bertram, Texas. The project area consists of the existing two-lane asphalt roadway which will be expanded to a four-lane (two lanes in each direction) divided roadway with intersection improvements at CR 200. The project will be constructed within right-of-way (ROW) that varies between an approximately 100 to 200-feet (30.5 to 61-meter [m]) in width for roadway construction along approximately 2.0 miles (3.2 km) of the existing CR 201 starting from CR 200 and extending north to approximately 1,130 feet (344 m) northwest of the private road, Umbrella Sky. Additionally, the project includes multiple staging areas and locations for side streets, driveways, and reconstruction of existing transportation infrastructures extending from the ROW. Overall, the project area encompasses approximately 38.6 acres (15.6 ha) (see Figure 2). The maximum depth of impact for the project is 9 feet (2.7 m) below surface.

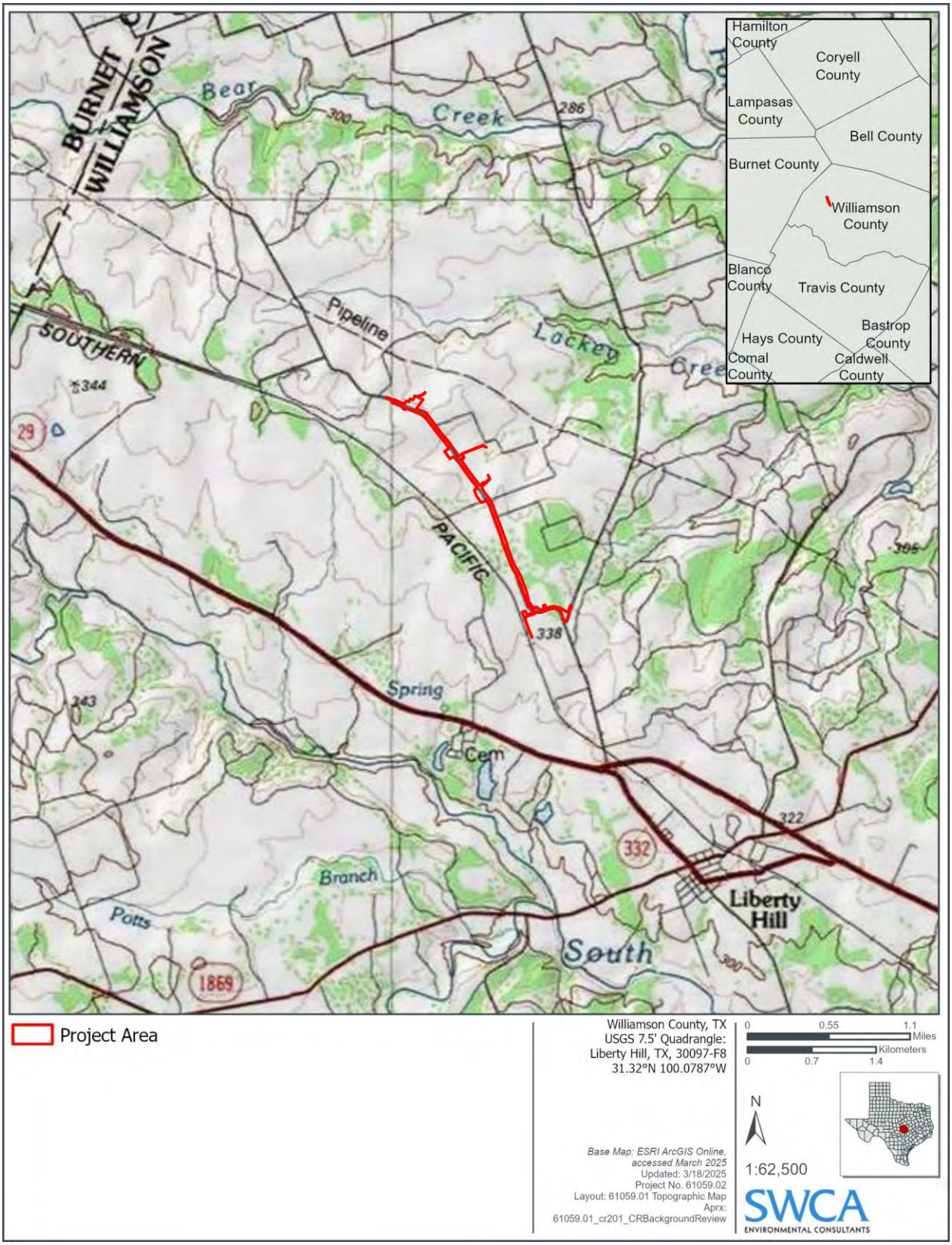

Figure 1. Project location map.

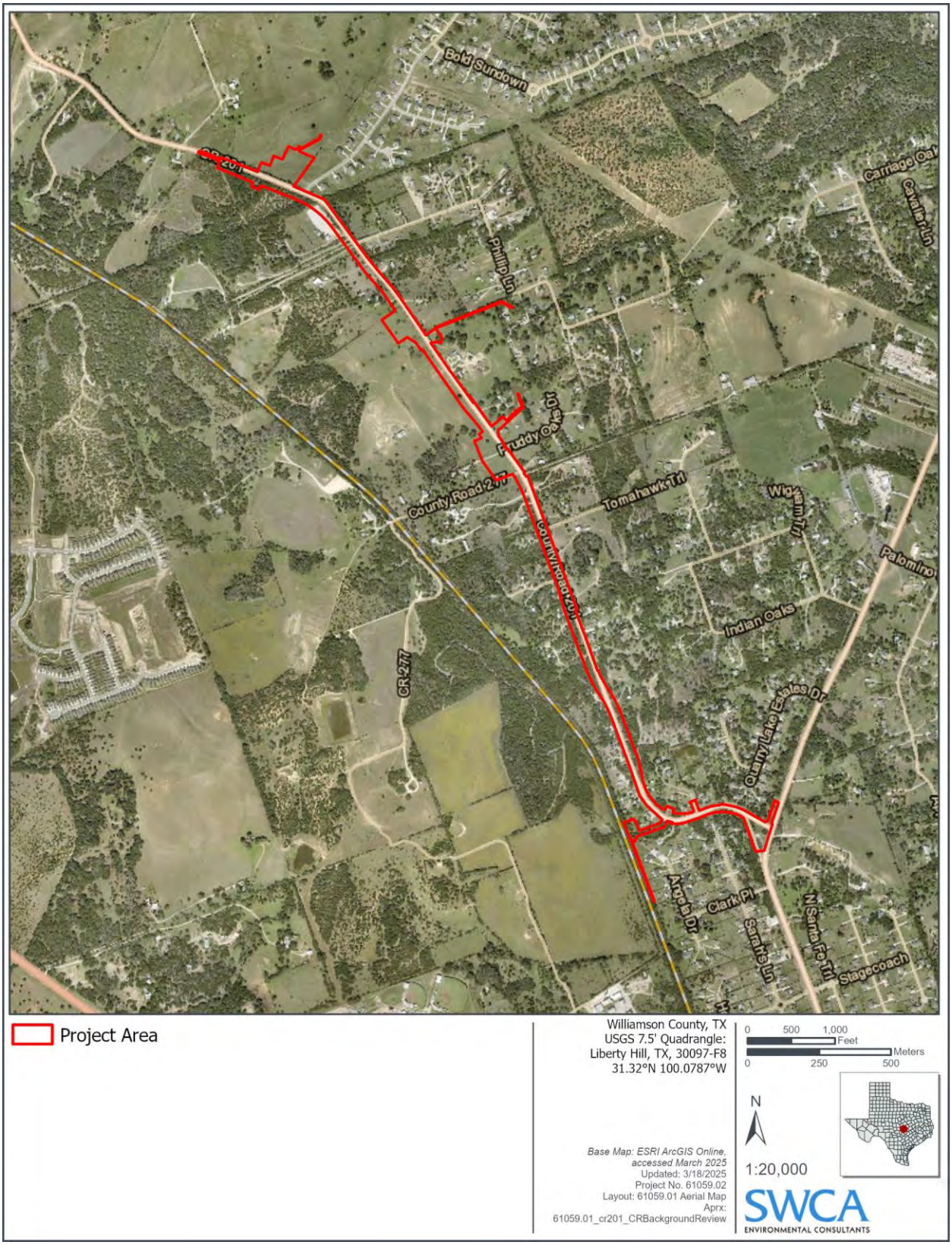

Figure 2. Project area overview map.

PROJECT SETTING

The project area crosses the Balcones Canyonlands subregion within the Edwards Plateau ecoregion (Griffith et al. 2007). The physiography of the area is described as dissected plateaus and escarpments with stair-stepped topography. Additionally, physiography includes moderate to high gradient streams with bedrock, cobble, and gravel substrates (Griffith et al. 2007:63).

Geology

The underlying geology throughout the project area consists predominantly of Cretaceous-age Walnut Clay formations including Bee Cave Marl (28.1 acres [11.4 ha]), Cedar Park (8.0 acres [3.2 ha]), and the Upper Glen Rose Limestone formation (2.5 acres [1.0 ha]) (Figure 3) (Barnes 1974; USGS 2025a). These marl formations are typically soft, white marls containing megafossils. The Upper Glen Rose Limestone formation consists of alternating beds of limestone, dolomite, and marl in a resistant and recessive pattern to form a stair-stepped topography. The upper part of this formation consists of thin beds with the lower part of the formation consisting of thicker fossiliferous beds (USGS 2025a).

Soils

According to the Natural Resources Conservation Service (NRCS 2025), there are five soil series mapped within the project area including: the Fairlie clay; Doss silty clay, moist; Eckrant cobbly clay; Denton silty clay; and Brackett association (see Figure 3; Table 1). None of the mapped soils are alluvial or aggrading, suggesting almost no potential to contain buried archaeological resources.

- The Fairlie clay soil series consists of deep, moderately well-drained soils that formed on nearly level to gently sloping uplands. The slope is typically 1 to 3 percent but ranges from 0 to 5 percent (NRCS 2025).

- The Doss silty clay soil series consists of shallow to weakly cemented limestone. The series is a well-drained, moderately slow permeable soil that forms in calcareous loamy and clayey residuum derived from marls and limestone. These gently to moderately sloping soils occur on hill slopes on dissected plateaus (NRCS 2025).

- The Eckrant cobbly clay consists of a well-drained, moderately slowly permeable soils that are very shallow to shallow over indurated limestone bedrock. These soils are nearly level to very steep and form in residuum derived from limestone. These soils occur on summits, shoulders, and backslopes of ridges on dissected plateaus (NRCS 2025).

- The Denton silty clay consists of deep, well-drained, slowly permeable soils located on gently sloping backslopes and footslopes of ridges. They formed in clayey materials derived from weathered residuum over limestone bedrock (NRCS 2025).

- The Brackett soil series consists of shallow to paralithic bedrock. The soil is well-drained and is derived from residuum from weathered Cretaceous-aged Glen Rose limestone. These soils vary from nearly level to very steep and are located on the backslopes of ridges on dissected plateaus in the Edwards Plateau physiographic region (NRCS 2025).

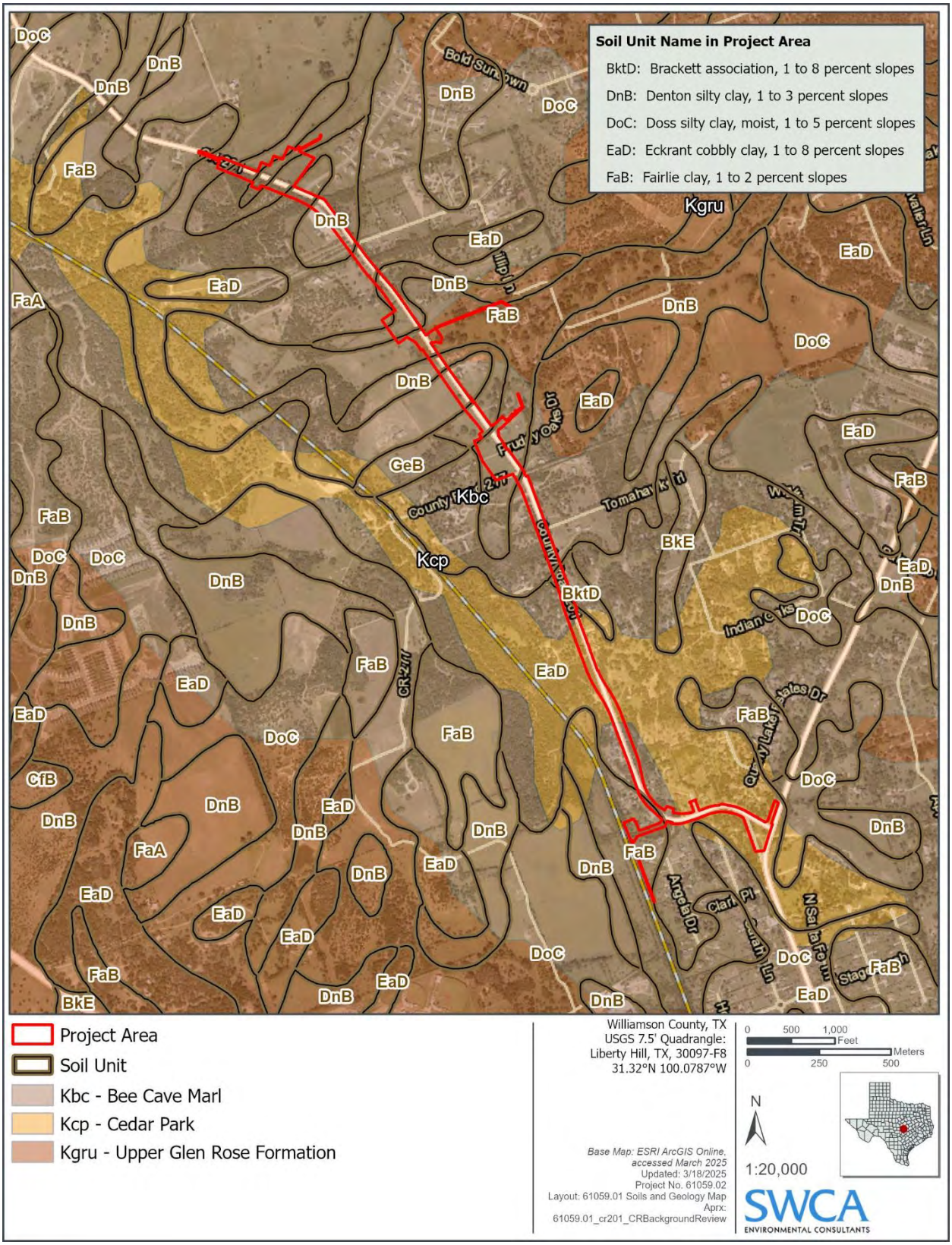

Figure 3. Project area soils and geology map.

Table 1. Project Area Soils

Soil Name	Symbol	Acres	Percentage
Fairlie clay, 1 to 2 percent slopes	FaB	7.4	19.2
Doss silty clay, moist, 1 to 5 percent slopes	DoC	8.0	20.7
Eckrant cobbly clay, 1 to 8 percent slopes	EaD	13.8	35.7
Denton silty clay, 1 to 3 percent slopes	DnB	8.4	21.8
Brackett association, 1 to 8 percent slopes	BktD	1.0	2.6
Total		**38.6**	**100**

Source: NRCS (2025).

BACKGROUND REVIEW

An SWCA archaeologist performed a background review in April of 2025 for cultural resources within a 0.6-mile (1.0-km) buffer surrounding the project area (study area) (Figure 4). SWCA reviewed the Texas Archeological Sites Atlas (Atlas), a restricted, online database maintained by the THC and the Texas Archeological Research Laboratory, for any previously conducted archaeological surveys and previously recorded historic-age or prehistoric archaeological sites located in or near the project area (THC 2025a). The Atlas also provides data on NRHP properties and districts, SALs, Official Texas Historical Markers (OTHMs), cemeteries, historic trails, and local neighborhood surveys. Listings are limited to projects under purview of the ACT or the National Historic Preservation Act (NHPA) of 1966; therefore, all previous work conducted in an area may not be available. The background review included a review of the Texas Department of Transportation (TxDOT) Aggregator (Aggregator), which maps resources and districts determined eligible for the NRHP, National Historic Landmarks (NHLs), Recorded Texas Historic Landmarks (RTHLs), and local historic districts (TxDOT 2025). The Aggregator also has a data set for the 1936 Texas Centennial Markers, which are eligible for the NRHP under Criterion A for Social History in the Monuments and Buildings of the Texas Centennial Multiple Property Submission Documentation Form (TxDOT 2025; Wilson and Smith 2018). SWCA also reviewed the project and study areas for Family Land Heritage (FLH) Centennial Farms identified by the Texas Department of Agriculture, cemetery locations on Find a Grave's (2025) online database, and relevant locations in the Texas Freedom Colonies Project (Texas Department of Agriculture 2025; Texas Freedom Colonies Project 2025).

As part of the review, SWCA also examined the TxDOT Historic Overlay, a mapping/geographic information system (GIS) data set with historical maps and resource information covering most portions of the state (Foster et al. 2006), historical USGS quadrangle maps available on the USGS TopoView website (USGS 2025b), and historical aerial photography contained on the Nationwide Environmental Title Research (NETR) Historic Aerials website (NETR 2025) to determine if any historic-age resources such as potential historic resources (PHR) and/or features are located within the project and study areas.

The review determined that two previously conducted cultural resources investigations, one known cemetery, and one NRHP district are within the study area (see Figure 4). Additionally, a total of 29 PHR are within the study area; none of which are within the current project area.

No archaeological sites, SALs, NHLs, RTHLs, OTHMs, local historic districts, recorded freedom colonies, or FLH Centennial Farms were identified within the project or study areas (see Figure 4).

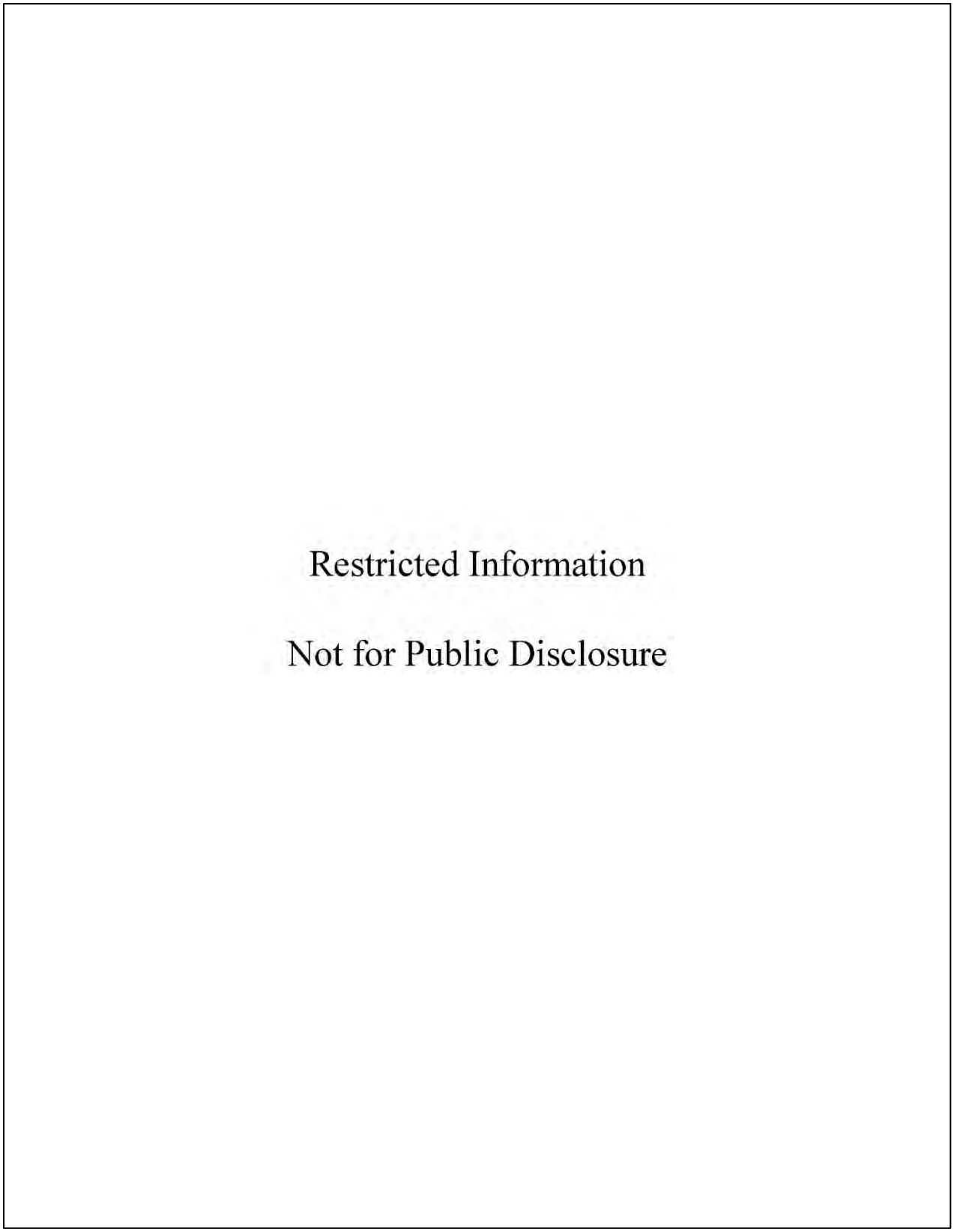

Figure 4. Cultural resources background review results map.

Previous Cultural Resources Surveys

During the background review, two previously conducted cultural resources surveys were identified within the cultural resources study area, one of which intersects with the southern extent of the project area (Atlas No. 8500081710) (see Figure 4). The previous survey that intersects the project area was conducted in 2019 by Blanton and Associates, Inc., under Texas Antiquities Permit No. 8916 for the purpose of improving the CR 200 roadway; no new cultural materials were observed (Burden 2020). The second survey is located east of the project area (Atlas No. 8500011798). This survey was conducted in 2005 by Antiquities Planning and Consulting along the western right of way (ROW) of CR 200. No additional information is provided on the Atlas (THC 2025a).

Previously Recorded Archaeological Sites and Cultural Resources

The background review determined that there are no archaeological sites identified within the cultural resources study area. The Lincecum Family Cemetery is located near the northwestern extent of the project area (see Figure 4). There is no additional information on the Lincecum Cemetery; however, the project will not impact the cemetery (THC 2025a).

The Bryson Stage Coach Stop NRHP district is located at the southern extent of the study area (see Figure 4). John T. Bryson (d. 1894) and his wife Amelia (d. 1897), early settlers of the Liberty Hill community, constructed the home in 1854. The residence was constructed using a frame of notched and fitted hewn cedar logs and features chimneys of native stone and the original open dog-trot construction typical of pioneer Texas houses. The Bryson residence also served as a stop on the stagecoach route between Austin and Fort Croghan, near present Burnet. Also included in the district are original stone-lined wells, and a log barn used to harness, unharness, and feed horses used by stagecoaches. The district was nominated for the NRHP in 1978 (THC 2025b).

The historical map review identified 29 PHR within the cultural resources study area, none of which intersect within the project area (see Figure 4). Current aerial imagery indicates that some of these structures are still extant. Ten of these structures, however, lie immediately adjacent to (within 300 feet [91.4 m] of) the project area. Of these 10 adjacent structures, three are extant (see Figure 4) (Google Earth 2025; USGS 2025b). All structures are depicted on the 1962 *Liberty Hill* USGS topographic quadrangle map, most of which are restricted to the periphery of the cultural resources study area (see Figure 4) (USGS 1962, 2025b).

Geoarchaeological Assessment

A review of the proposed CR 201 project alignment was conducted to determine possible deep test (i.e., mechanical excavation) locations. The project alignment does not cross any named waterways but does cross three tributary channels that eventually drain into the North Fork of the San Gabriel River, which is located approximately 2.6 miles (4.2 km) northeast of the project area.

The focus of this review for each of these drainages was to determine whether deep mechanical investigations (i.e., backhoe trenching) are warranted and, if so, to what extent. The information used for the review of each of the areas included, but is not limited to, soil survey maps from the NRCS, the Austin District TxDOT Hybrid Potential Archeological Liability Map (HPALM) (Figure 5), and geological data (Abbott and Pletka 2015; NRCS 2025; USGS 2025a). Additionally, the review considered the position of the proposed crossing in the context of the drainage. For example, areas where an alignment crosses near the headwaters of a drainage typically do not have sufficient deposits capable of containing deep alluvium containing buried cultural resources. Finally, topographic and aerial imagery and Google Earth Streetview were reviewed to gauge the size and thickness of alluvial landforms in proximity to the project crossing.

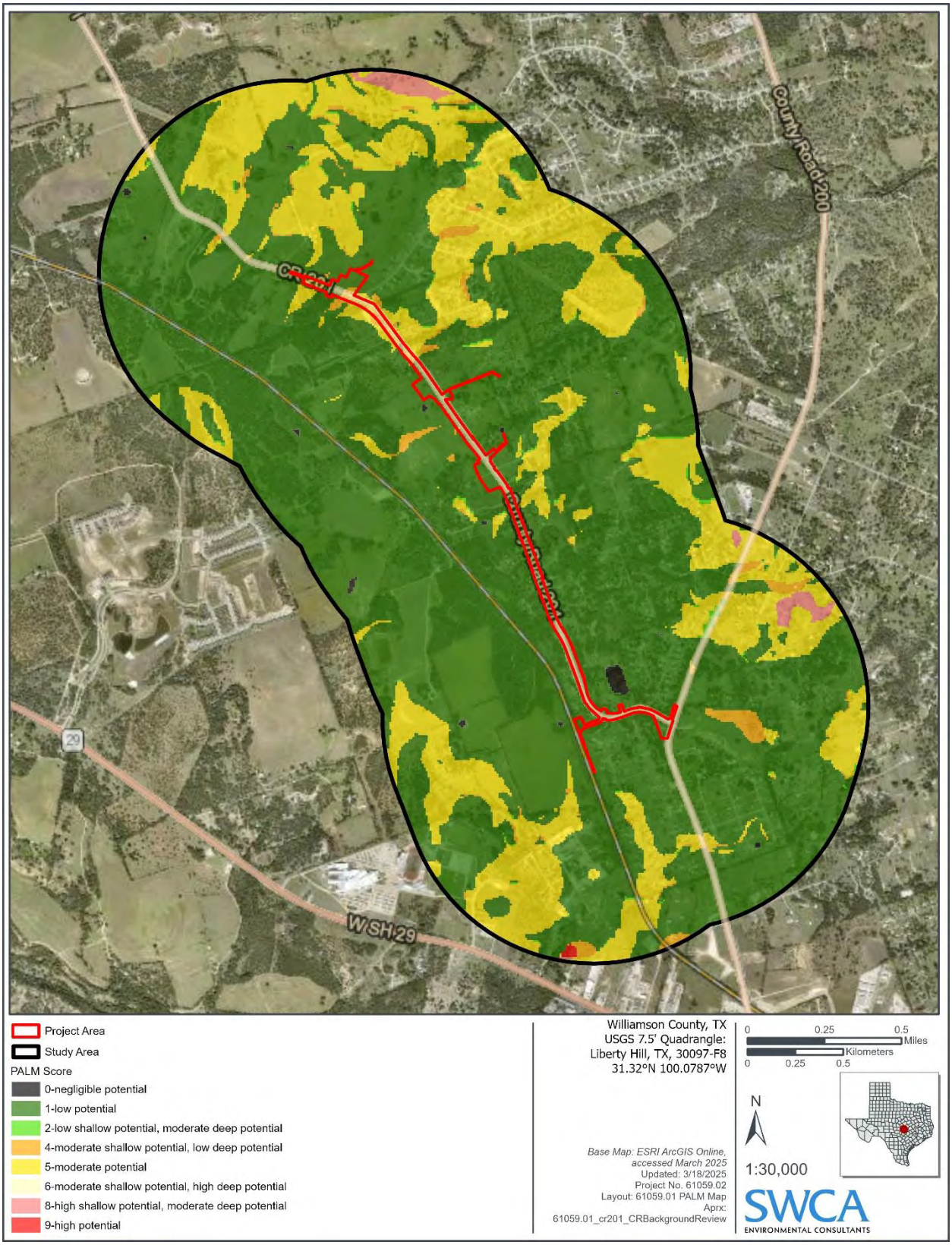

Figure 5. TxDOT HPALM data and the project area (Abbott and Pletka 2015).

The review conducted by SWCA geoarchaeologist Analise Hollingshead, M.S., determined that no crossings warranting deep test investigations are present within the proposed project area. The project area is located within a broad, dissected limestone plateau located east of the drainage divide between the major Colorado and Brazos Rivers. The soils and geology data do not indicate the presence of deep Holocene-aged deposits, but rather shallow, rocky soils primarily derived from colluvial slope wash overlying shallowly buried bedrock.

Further, a review of the project area with Google Earth indicates that there are no discernable terraces within the project area. Additionally, review of the closest drainages to the project displays shallow, incised creeks with bedrock (i.e., limestone) readily available. Finally, a review of TxDOT's Austin HPALM data indicates that the project crosses low potential deposits across most of the roadway (Abbott and Pletka 2015). Two areas just north of CR 277 extending to the northern terminus of the project are mapped as having moderate potential (see Figure 5). Based on the position of these two areas of moderate potential (i.e., footslopes) in combination with the previously mentioned data, these locations are not interpreted to have deep Holocene-aged deposits. Accordingly, no areas warranting deep test investigations are interpreted to be present within the proposed project area.

PROPOSED SCOPE OF WORK

Once an Antiquities Permit has been obtained, SWCA will conduct an archaeological field survey of the 2.0-mile-long (3.2-km-long) project area; the total acreage of the project area is 38.6 acres (15.6 ha). The field survey will be performed by a team of SWCA archaeologists walking the proposed project area. SWCA will incorporate approximately 100-foot-wide (30.5-m-wide) transects with archaeologists examining the ground surface for artifacts and features. The survey will be of sufficient intensity to determine the nature, extent, and, if possible, potential significance of any cultural resources located within the proposed project area. Subsurface explorations will be accomplished through shovel testing. The placement and quantity of these excavations will depend on the level of disturbance within the proposed project boundary and the nature of the soils, geology, and topography.

Shovel tests will be excavated according to Council of Texas Archeologists (CTA) standards (2020) promulgated by the THC. For linear projects, THC standards require a minimum of 16 shovel tests per linear mile of approximately 100-foot-wide (30.5-m-wide) ROW. Based on these standards, a minimum of 66 shovel tests will be required for this project. Any deviations from these standards will be clearly discussed and explained in the resulting report for the investigation. Shovel tests will be approximately 12 inches (30 centimeters [cm]) in diameter and excavated in arbitrary 8-inch (20-cm) levels to 31 inches (80 cm) below surface or culturally sterile deposits, whichever comes first. The matrix will be screened through ¼-inch mesh. The location of each shovel test will be plotted using a sub-meter accurate global positioning system (GPS) receiver, and each test will be recorded on appropriate project field forms. Areas with previously recorded sites or other cultural resources revealed in the archival research will require additional shovel testing to explore the nature of the cultural deposits. In the event that shovel test excavations determine the potential for cultural deposits deeper than 31 inches (80 cm) below surface, SWCA will make recommendations for any areas that would require deep testing (i.e., backhoe trenching) if future impacts from the proposed project are anticipated to be deeper than 31 inches (80 cm) below surface.

Should the shovel test investigations determine that deep test excavations are warranted, the trench placement in those areas will be determined by the level of existing disturbance, the location of any impacted areas (such as construction), and the best potential to contain deep alluvial deposits relevant to the current study as determined by the SWCA Geoarchaeologist. Backhoe trenches would be excavated to a depth sufficient to safely allow the complete recording of all geomorphic information and sampling to depths of the current study. Typically, the trenches will be 1.8 to 2.4 m (6–8 feet) deep, 5 m (16 feet) long,

and 0.75 m (2.5 feet) wide. All mechanical trenching will be monitored by an experienced archaeologist while excavations are underway. Once the trench has been excavated, an SWCA archaeologist will clean and examine the available exposures in the excavation, inspecting the profiles for artifacts, features, and appropriate materials (e.g., organic materials) for chronometric analyses. Stratigraphic descriptions will be recorded for each trench using modified criteria advocated by Birkeland (1999) and Schoeneberger and others (2012). All features encountered during trenching will be mapped and photographed.

If necessary, all work will be performed in accordance with Occupational Safety and Health Administration (OSHA) regulations (29 CFR Part 1926) and overseen by an OSHA competent archaeologist. When excavations exceed five feet below surface, the excavations will be benched back in accordance with regards to the appropriate soil type (i.e., Type A, B, or C) as indicated in OSHA regulations (29 CFR Part 1926.652(b)(2)). The entire process will be thoroughly documented and photographed. Upon completion of excavation, all trenches will be backfilled, leveled, and returned, as much as possible, to their original state.

Site Documentation

If an archaeological site is encountered during the investigation, it will be explored as much as possible with consideration to land access constraints. All recorded sites will be mapped in detail and plotted on USGS 7.5-minute topographic quadrangle maps with a hand-held, sub-meter accurate GPS unit and appropriate project maps for planning purposes. All discovered sites will be assessed regarding potential significance so that recommendations can be made for property management (i.e., avoidance, non-avoidance, or further work).

All discovered cultural resources will be delineated and recorded following CTA standards promulgated by the THC. An archaeological site is defined as physical evidence of human activity that is at least 50 years old and contain, or are characterized by, one or more of the following criteria:

- Ten or more artifacts (of any class and type) within a 50-foot (15-m) diameter area. Fire-cracked rock or artifacts that all appear to originate from a single source (e.g., one ceramic pot drop, one broken glass bottle) are not considered a site; however, discrete, single knapping episodes (activity areas) are also treated as a site.

- One or more datable archaeological features (with or without associated artifacts);

- Two or more undatable archaeological features within 100 feet (30.5 m) of each other; or

- A single undatable feature with associated artifacts.

If an archaeological site is discovered during the investigation, SWCA will excavate a minimum of six shovel tests within the site to define horizontal and vertical site boundaries. Site delineation shovel tests will be excavated in a cruciform pattern at 50-foot (15-m) intervals or less until two negative shovel tests are encountered in each direction or landform limits are reached. All discovered sites will be assessed for their potential significance so that recommendations can be made for proper management (i.e., avoidance, non-avoidance, or further work). Cultural manifestations observed greater than 100 feet (30.5 m) apart will be considered spatially unrelated, and cultural materials that do not fit within the aforementioned archaeological site criteria will be considered Isolated Occurrences (IO). As such, occurrences will be recorded noting the type and quantity of materials, as well as the size and shape of any features, architectural/construction details, possible function, and any potential relationship to nearby cultural materials. Additionally, guidelines set forth by the THC's *Guidance for Studying Late 19th-Century and*

Early 20th-Century Sites (THC 2025c) will be followed for any historic-age sites documented within the project area.

SWCA proposes a non-collection survey. Artifacts will be tabulated, analyzed, and documented in the field, but not collected. Temporally diagnostic artifacts will be described in detail and photographed in the field. This policy will reduce curation costs once the fieldwork is concluded; however, as per the stipulations of the Antiquities Permit, all paperwork and photographs generated during the field investigation must be curated at an approved repository.

Reporting and Curation

SWCA will prepare a draft report of the investigation detailing the results of the archaeological survey. The report will conform to THC and CTA reporting standards (CTA 2024). The report will document the general nature of the project area, the methodology used in the investigation, the presence and condition of any previously recorded sites revealed in the records review, the general nature and extent of cultural resources encountered during the archaeological survey, recommendations on the need for further work, and the potential significance of the cultural resources regarding future development and NRHP/SAL status.

SWCA will submit a digital draft copy of the report to Williamson County for review and comment. Once this has been accomplished, SWCA will incorporate any appropriate edits and will submit a final draft report to the THC for review and comment. As part of completing Antiquities Permit requirements, SWCA will furnish two electronic copies of the final report on a tagged PDF formatted CD, as well as project area shapefiles, to the THC, and complete an Abstracts in Texas Contract Archeology Summary form and abstract text online. Field records will be curated at an approved curatorial facility which, in this case, is the Center for Archaeological Research at The University of Texas at San Antonio, per requirements of the ACT.

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Commissioners Court - Regular Session **53.**

Meeting Date: 05/06/2025

CR 201 CAR Letter of Transfer

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center for Archeological Research (CAR), for archeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the CR 201 Project, a Road and Bridge Project in Commissioner Pct. 2. P499

Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the CAR. A copy of the final report will be provided to the CAR per 13 TAC 26.1 for their records.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR201-CAR-LtrTransfer

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 11:32 AM
Form Started By: Marie Walters		Started On: 04/30/2025 06:43 PM
Final Approval Date: 05/01/2025		

Acc CAR ———

CENTER FOR ARCHAEOLOGICAL RESEARCH
GOVERNMENTAL AGENCY CURATION AGREEMENT

This letter documents the transfer of archaeological collections and records from

Williamson County

name of governmental agency and/or subdivision

to the Center for Archaeological Research (CAR), The University of Texas at San Antonio (UTSA), for the following:

Project County Road 201 Roadway Improvements Project

Project No. 61059-001

County(ies) Williamson

Site No(s)

Permitting Agency Texas Historical Commission Permit #

Description of Materials

The transfer of the above described documents and materials to CAR is made for the purpose of allowing CAR to retain in trust for Sponsor in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in 13 T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAR may make copies, electronically scan images or documents, microfilm, make loans, request and authorize analyses, reorganize the collection, and otherwise preserve, conserve and use these materials as outlined in guidelines for curation repositories. Any permanent transfer of items should be to a facility with equal capacity for permanent curation. Though CAR is the acknowledged holder of these materials and may use them as stated above, actual ownership of the materials and records rests with the governmental entity indicated as Sponsoring Agency. Unless otherwise prohibited by state or federal law or regulation, CAR agrees that upon the written request of Sponsor, the materials shall be returned to Sponsor for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

Signature - Authorized Agent of Sub. Gov. Agency	Signature - Authorized Agent of Sub. Arch.
Authorized Agent of Sponsor (type or print)	Authorized Agent of Sub. Arch. (type or print) Joey O'Keefe, M.A., RPA
Title/Position	Title/Position Principal Investigator
Date	Date 04/02/2025
Address:	Address: 4407 Monterey Oaks Blvd., Ste. 110, Bldg. 1

Austin, Texas 78749

Center for Archaeological Research, The University of Texas at San Antonio One UTSA Circle, San Antonio, TX 78249 (210) 458-4378 Fax (210) 458-4397

Commissioners Court - Regular Session **54.**

Meeting Date: 05/06/2025

Red Bud SLG PSA Amendment No. 1

Submitted By: Marie Walters, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 1 to the Red Bud Lane contract executed March 19, 2024, between Williamson County and Seiler Lankes Group, LLC relating to the 2023 Road Bond Program. Project: P657 Fund Source: Road Bonds

Background

This Contract Amendment No. 1 increases the compensation cap by $290,000.00 from $400,000.00 to $690,000.00 to allow for the execution of Supplemental No. 1 to Work Authorization No. 1.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RedBudLn-SLG-PSAAmendment01

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 11:36 AM
Form Started By: Marie Walters		Started On: 04/30/2025 06:52 PM
Final Approval Date: 05/01/2025		

CONTRACT AMENDMENT NO. __1__
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT:
Red Bud Lane from Gattis School Road to Heatherwilde Boulevard ("Project")

THIS CONTRACT AMENDMENT NO. 1 to Williamson County Contract for Engineering Services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and Seiler Lankes Group, LLC (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective March 19, 2024 (the "Contract");

WHEREAS, pursuant to Article 14 of the Contract, the terms of the Contract may be modified by a written fully executed Contract Amendment;

WHEREAS, the "Compensation Cap" under Article 5 of the Contract limits the maximum amount payable under the Contract to $ 400,000.00 ; and,

WHEREAS, the Rate Schedule in Exhibit D of the Contract are limited to the rates noted in said Exhibit D; and,

WHEREAS, it has become necessary to amend the Contract.

AGREEMENT

NOW, THEREFORE, premises considered, the County and the Engineer agree that the Contract is amended as follows:

I. The Compensation Cap under Article 5 of the Contract is hereby increased from $400,000.00 to $690,000.00, reflecting a total increase of $290,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, in duplicate, to be effective as of the date of the last party's execution below.

ENGINEER:	**COUNTY:**
By: _____	By: _____
Signature	Signature
Gerald Lankes	_____
Printed Name	Printed Name
CEO	_____
Title	Title
04/23/2025	_____
Date	Date

APPROVED
By Christen Eschberger at 2:04 pm, Apr 30, 2025

Commissioners Court - Regular Session **55.**

Meeting Date: 05/06/2025

Corridor B- Assignment of Contract

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on an Assignment of Real Estate Contract with Imran Karedia regarding 3.44 AC needed as right of way for the Corridor B (Chandler Rd) project. Funding Source: LTP P457

Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	05/01/2025 10:48 AM
Charlie Crossfield (Originator)	Charlie Crossfield	05/01/2025 10:51 AM
Form Started By: Charlie Crossfield		Started On: 04/30/2025 05:32 PM
Final Approval Date: 05/01/2025		

Docusign Envelope ID: 2EB0E604-C2C4-4D50-933D-59D0EE476B7A

ASSIGNMENT OF REAL ESTATE CONTRACT

Chandler Road- Way Right of Way

THIS ASSIGNMENT, made and entered into by and between **IMRAN KAREDIA**, (hereinafter referred to as "Assignor"), and **WILLIAMSON COUNTY, TEXAS** (hereinafter referred to as "Assignee");

RECITALS

1. Pursuant to a certain Real Estate Sale Contract, effective October 14, 2024, between **DARYL R. NEANS**, as Seller, and **IMRAN KAREDIA**, as Buyer, and any amendments (said agreement being hereinafter referred to as the "Contract"), attached hereto as Exhibit "A".

2. Assignor desires to assign such rights and to delegate its obligations under the Contract to **WILLIAMSON COUNTY, TEXAS** as Assignee and Assignee desires to accept such assignment and to assume such delegated obligations;

NOW, THEREFORE, in consideration of the sum of One and 00/100 Dollars ($1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. ASSIGNMENT OF CONTRACT.

Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Contract, and Assignor hereby delegates to Assignee all of Assignor's duties and obligations under the Contract. Assignee hereby expressly accepts all right, title and interest of Assignor in and to the Contract and hereby agrees to perform, discharge and fulfill all of such duties and obligations of Assignor under the Contract.

2. EARNEST MONEY.

The parties agree that under Section 5 of the contract, not later than 14 days after execution of the Assignment of Contract, Assignee will deposit the full amount of the purchase price with Longhorn Title at 3613 Williamson Drive, Suite 204 Georgetown, Texas 78628.

3. BROKERS FEE.

The parties agree that under Section 9.2 of the Contract, all brokers fees (if any) will be paid by Seller.

4. CLOSING DATE.

The parties agree that the Closing Date in Section 10 of the Contract shall be modified to on or before May 13, 2025 at the office of Longhorn Title Company, or at other

Document Ref: 6R2YN-MHMH4-NHP5P-B3ZCN

time, date, and place agreed to by the parties, or otherwise within ten (10) days after the completion of any title curative matters if necessary for items shown on the Title Commitment or in the Contract.

5. SALES EXPENSES.

The parties agree that under Section 13 of the contract, at closing, Assignee will pay for all costs and expenses of closing in consummating the sale and purchase of the Property including, Owner's Title Policy, Deed, tax certificates, and title curative matters. Attorney's fees to be paid by each party respectively as incurred. In addition Assignee shall reimburse Assignor $7,860.00 for engineering fees incurred by Assignor per the "Attached Engineering Fees-Outstanding" Exhibit "B". Reimbursement shall be through escrow as a condition of escrow.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused the same to be executed and sealed by their authorized representatives.

ASSIGNOR:

By: Imran Karedia
Imran Karedia
Date: 2025-04-22

ASSIGNEE:

WILLIAMSON COUNTY, TEXAS

By:_____

Williamson County Judge

Date:_____

ACKNOWLEDGED BY SELLER:

DocuSigned by:
By: _____
B18603484E3F4AF...
Daryl R. Neans
Date: 4/23/2025 | 11:35:10 AM PDT

Docusign Envelope ID: A09953E7-AA05-4222-847B-CA02D788A232

TEXAS REALTORS

COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2022

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Daryl R. Neans

Address: 1700 CR 107, Hutto, TX 78634
Phone: (512)716-5510 E-mail: glenn.patterson@cbunited.com
Mobile: Fax or Other:

Buyer: Imran Karedia or assignee

Address: 407 Spanish Mustang Drive, Cedar Park, TX 78641
Phone: (512)665-1815 E-mail: karediaimran77@gmail.com
Mobile: Fax or Other:

2. **PROPERTY:**

A. "Property" means that real property situated in Williamson County, Texas at ~~2296 FM 1960, Hutto, TX 78634~~ 1680 CR 107, Hutto 78634 (address) and that is legally described on the attached Exhibit "A" and or as follows:
Williamson County Appraisal District property identified as follows:
Real Property I.D. # of R481247
AW0370 AW0370 - Keith, G. Sur., ACRES 3.44

B. Seller will sell and convey the Property together with:
(1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
(3) Seller's interest in all licenses and permits related to the Property.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)

3. **SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:

(1) Cash portion payable by Buyer at closing	$1,273,694.40	$ XXXXXXXXXX
(2) Sum of all financing described in Paragraph 4		$
(3) Sales price (sum of 3A(1) and 3A(2))	$1,273,694.40	$ XXXXXXXXXX

B. Adjustment to Sales Price: *(Check (1) or (2) only.)*

☐ (1) The sales price will not be adjusted based on a survey.
☒ (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

XXXXXX (a) The sales price is calculated on the basis of $~~8.00~~ per: $8.50 per

DS

☒ (i) square foot of ☒ total area ☐ net area.
☐ (ii) acre of ☐ total area ☐ net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:
☐ (i) public roadways;
☐ (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
☐ (iii) _____

(c) If the sales price is adjusted by more than 10% of the stated sales price, either party may terminate this contract by providing written notice to the other party within 10 days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

☒ A. Third Party Financing: One or more third party loans in the total amount of $_____. This contract:
☒ (1) is not contingent upon Buyer obtaining third party financing.
☐ (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).

☐ B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be $_____.

☐ C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of $_____.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit $ 10,000.00 as earnest money with Independence Title (title company) at 14362 West Street, Hwy 29, Suite 202, Liberty Hill, TX 78642 (address) Dusti Herman (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

B. Buyer will deposit an additional amount of $_____ with the title company to be made part of the earnest money on or before:
☐ (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
☐ (ii) _____.
Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
(a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
☒ (a) will not be amended or deleted from the title policy.
☐ (b) will be amended to read "shortages in areas" at the expense of ☐ Buyer ☐ Seller.

(3) Within 30 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 5 days after the effective date:

☐ (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ *(insert amount)* of the cost of the survey at closing, if closing occurs.

☐ (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

☒ (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, ☒ Seller ☐ Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party -0- _____ *(insert amount or percentage)* of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

(1) Within 10 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon this Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will satisfy

at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object in writing to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: _____

_____

_____.

B. Feasibility Period: Buyer may terminate this contract for any reason within 90 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. *(Check only one box and insert amounts.)*

☐ (a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less $ 2,000.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (b) Not later than 3 days after the effective date, Buyer must pay $_____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

☐ (2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of _____ days by delivering $_____ to the title company as additional earnest money.

(a) $_____ of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the

sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:
(i) The additional independent consideration.
(ii) *(Check no boxes or only one box.)*
☐ all or ☐ $_____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:
(a) employ only trained and qualified inspectors and assessors;
(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
(c) abide by any reasonable entry rules or requirements of Seller;
(d) not interfere with existing operations or occupants of the Property; and
(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 5 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession or control: *(Check all that apply.)*
☒ (a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
☐ (b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
☒ (c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
☒ (d) copies property tax statements for the Property for the previous 2 calendar years;
☐ (e) plats of the Property;
☒ (f) copies of current utility capacity letters from the Property's water and sewer service provider; and
☒ (g) Verbal or written pertinent governing authority correspondence including but not limited to M.U.D., R.O.W. developments with contact information in Seller's possession or within reasonable ability to acquire, convey and/or disclose.

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- ☐ (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer inother than an electronic format and all copies that Buyer made of those items;
- ☒ (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- ☐ (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

(1) any failure by Seller to comply with Seller's obligations under the leases;
(2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
(3) any advance sums paid by a tenant under any lease;
(4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
(5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 – Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

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9. BROKERS:

A. The brokers to this sale are:

Principal Broker:	**Cooperating Broker:** The National Realty Group, Inc.
Agent:	Agent: Wendy Hull
Address:	Address: 2901 W. Sam Houston Parkway, Suite E320 Houston, TX 77043
Phone & Fax:	Phone & Fax: (713)897-1733
E-mail:	E-mail: hull.wendy@gmail.com
License No.:	License No.: 425022

Principal Broker: *(Check only one box)*
- ☐ represents Seller only.
- ☐ represents Buyer only.
- ☐ is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: *(Check only (1) or (2) below.)*
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

☐ (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

☒ (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:	Cooperating Broker a total cash fee of:
☐ _____ % of the sales price.	☒ 3 % of the sales price.
☐ _____.	☐ _____.

The cash fees will be paid in Williamson County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:
(1) ☒ 30 days after the expiration of the feasibility period.
☐ _____ *(specific date)*.
☐ _____.
(2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver, at Seller's expense, a ☐ general ☐ special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
(1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
(2) without any assumed loans in default; and
(3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
(1) tax statements showing no delinquent taxes on the Property;
(2) an assignment of all leases to or on the Property;
(3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
(4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
(5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
(6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.

E. At closing, Buyer will:
(1) pay the sales price in good funds acceptable to the title company;
(2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
(3) sign and send to each tenant in a lease for any part of the Property a written statement that:
(a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
(b) specifies the exact dollar amount of the security deposit;
(4) sign an assumption of all leases then in effect; and
(5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:
(1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
(2) release of Seller's loan liability, if applicable;
(3) tax statements or certificates;
(4) preparation of the deed;
(5) one-half of any escrow fee;
(6) costs to record any documents to cure title objections that Seller must cure; and
(7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:
(1) all loan expenses and fees;
(2) preparation of any deed of trust;
(3) recording fees for the deed and any deed of trust;
(4) premiums for flood insurance as may be required by Buyer's lender;
(5) one-half of any escrow fee;
(6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:
(1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
(2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
(3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except

for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue, or

(Check if applicable)

☐ enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:
(1) Seller and the sales price will be reduced by the same amount; or
(2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursal of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

G. ☒ Seller ☐ Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

I.K.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box)*

☐ A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).

☒ B. Except as otherwise provided in this contract, Seller is not aware of:

(1) any subsurface: structures, pits, waste, springs, or improvements;
(2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
(3) any environmental hazards or conditions that materially affect the Property;
(4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
(5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
(6) any wetlands, as defined by federal or state law or regulation, on the Property;
(7) any threatened or endangered species or their habitat on the Property;
(8) any present or past infestation of wood-destroying insects in the Property's improvements;
(9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
(10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

☐ A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.

☒ B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall

not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

B. This contract contains the entire agreement of the parties and may not be changed except in writing.

C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*
- ☒ (1) Property Description Exhibit Identified in Paragraph 2;
- ☐ (2) Commercial Contract Financing Addendum (TXR-1931);
- ☒ (3) Commercial Property Condition Statement (TXR-1408);
- ☐ (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- ☐ (5) Notice to Purchaser of Real Property in a Water District (MUD);
- ☐ (6) Addendum for Coastal Area Property (TXR-1915);
- ☐ (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- ☒ (8) Information About Brokerage Services (TXR-2501);
- ☐ (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
- ☐ (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
- ☐ (11) _____

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

E. Buyer ☒ may ☐ may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or Federal Reserve Bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, whichis authorized by law to provide water or sewer service to the properties in the certificatedarea. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of theforegoing notice at or before the

execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract *(theAddendum for Coastal Area Property (TXR-1915) may be used)*.

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Propertyto be included as part of this contract *(the Addendum for Property Located Seaward of theGulf Intracoastal Waterway (TXR-1916) may be used)*.

F. If the Property is located outside the limits of a municipality, the Property may now or laterbe included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or laterbe subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximityof the Property for further information.

G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine thecredit worthiness of the parties.

H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment'snormal operating level, Seller hereby notifies Buyer: "The water level of the impoundmentof water adjoining the Property fluctuates for various reasons, including as a result of: (1)an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).

J. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holderwho is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party inwriting before entering into a contract of sale. Disclose if applicable:

_____.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offerto buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on October 15, 2024, the offer will lapse and become null and void.

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READ THIS CONTRACT CAREFULLY. The brokers and agents make no representationor recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: Daryel R. Neans	Buyer: Imran Karedia or assignee
By:	By:
By (signature): Daryl Neans	By (signature): Imran Karedia
Printed Name: Daryl Neans	Printed Name: Imran Karedia
Title:	Title:
10-14-24	2024-10-11
By:	By:
By (signature):	By (signature):
Printed Name:	Printed Name:
Title:	Title:

Docusign Envelope ID: A09953E7-AA05-4222-847B-CA02D788A232

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 5B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- ☐ $_____, or
- ☐ _____% of the sales price, or
- ☐ _____% of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____	Cooperating Broker: _____
By: _____	By: _____

ATTORNEYS

Seller's attorney: _____	Buyer's attorney: Ted A. Cox, P.C.
Address: _____	Address: 2855 Mangum Road, Suite 100A Houston, TX 77018
Phone & Fax: _____	Phone & Fax: (713)956-9400
Email: _____	Email: ted@tedacox.com
Seller's attorney requests copies of documents, notices, and other information: ☐ the title company sends to Seller. ☐ Buyer sends to Seller	Buyer's attorney requests copies of documents, notices, and other information: ☐ the title company sends to Buyer. ☐ Seller sends to Buyer

ESCROW RECEIPT

The title company acknowledges receipt of:

☑ A. the contract on this day October 17, 2024 (effective date);

☒ B. ~~earnest money~~ in the amount of $ 10,000 in the form of Wire on 10/22/2024

Title company: Independence Title

By: _____

Assigned file number (GF#): 24136855-GH

Address: ~~Independence Title Company~~ ~~14362 West State Highway 29, Suite 202~~ Liberty Hill, Texas 78642

Phone & Fax: _____

E-mail: dherman@independencetitle.com

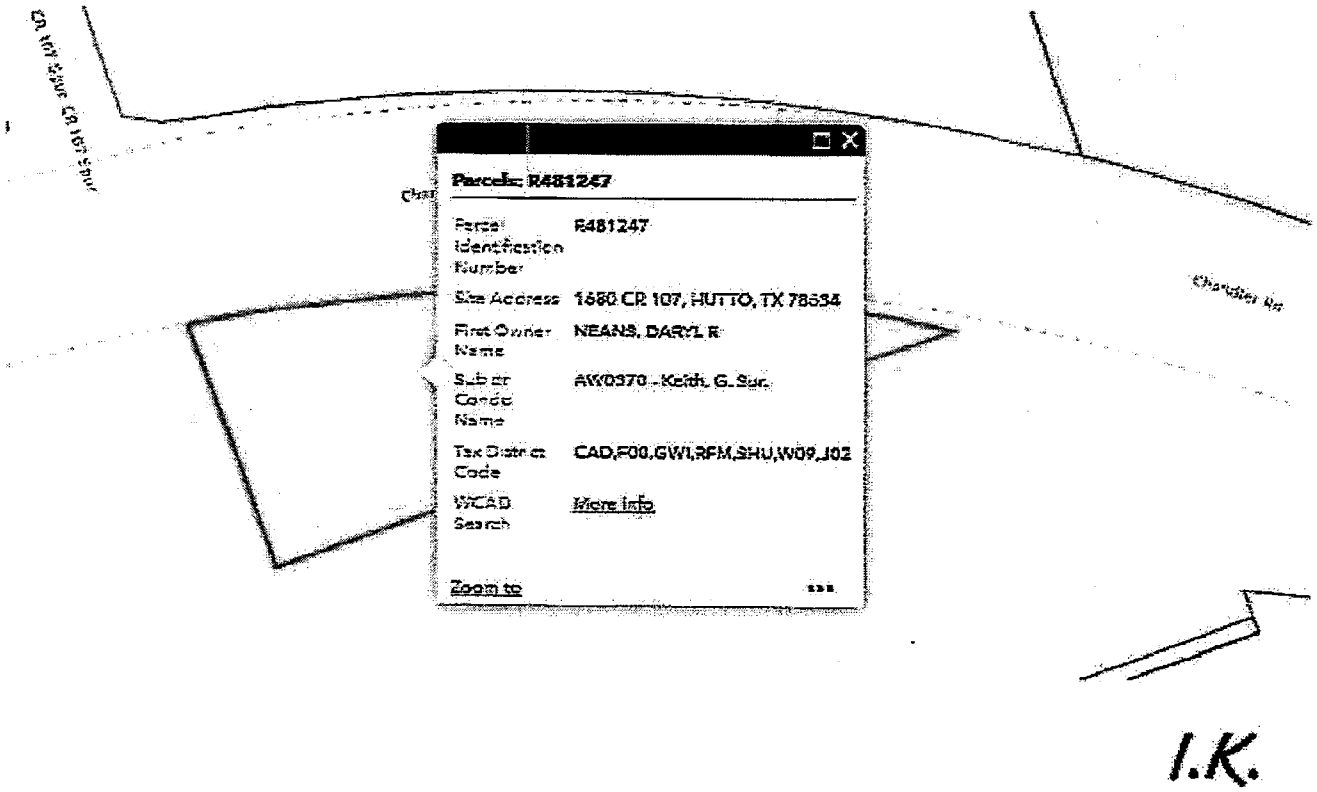
512-515-0110 PH

512-515-0115 FAX

Docusign Envelope ID: A09953E7-AA05-4222-847B-CA02D788A232

EXHIBIT A
To Commercial Contract – Unimproved Property
1680 CR 107, Hutto, TX 78634

Williamson County Appraisal District
Property I.D. # R481247



I.K.

Docusign Envelope ID: A09953E7-AA05-4222-847B-CA02D788A232

TNRG

Information About Brokerage Services

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Licensed Broker: The National Realty Group, Inc. License No. 425022
Designated Broker of Firm: Jonathon Spears; License No. 361271; Email: jspears@tnrg.net; Phone: 713-956-1000
Licensed Supervisor of Sales Agent: Jonathon Spears; License No. 361271; Email: jspears@tnrg.net; Phone: 713-956-1000
Sales Agent: Wendy Hull; License No. 585379; Email: hull.wendy@gmail.com; Phone: 713-897-1733

I.K.

Docusign Envelope ID: A09953E7-AA05-4222-847B-CA02D788A232

Signature Certificate

Reference number: V4PSU-XW5XF-FST3U-JSOIS

Signer	Timestamp	Signature
Imran Karedia Email: karediaimran77@gmail.com		
Sent:	11 Oct 2024 16:45:10 UTC	
Viewed:	11 Oct 2024 18:45:42 UTC	
Signed:	11 Oct 2024 18:46:37 UTC	
Recipient Verification:		
✓Email verified	11 Oct 2024 18:45:42 UTC	

IP address: 99.20.90.204
Location: Cedar Park, United States

Document completed by all parties on:
11 Oct 2024 18:46:37 UTC

Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.

Meeting Date: 05/06/2025

Executive Session

Submitted For: Charlie Crossfield **Submitted By:** Charlie Crossfield, Road Bond

Department: Road Bond

Agenda Category: Executive Session

Information

Agenda Item

Discuss real estate matters (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.072 Deliberation Regarding Real Estate Property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with third person.)

A. Real Estate Owned by Third Parties

Preliminary discussions relating to the proposed or potential purchase or lease of property owned by third parties

a) Discuss the acquisition of real property: Bud Stockton Dr.
b) Discuss the acquisition of real property for CR 143
c) Discuss the acquisition of real property for County Facilities.
d) Discuss the acquisition of real property for CR 255.
e) Discuss the acquisition of real property for SH 195 @ Ronald Reagan.
f) Discuss the acquisition of real property for future SH 29 corridor.
g) Discuss the acquisition of right-of-way for Hero Way.
h) Discuss the acquisition of right-of-way for E. Wilco Highway.
i) Discuss the acquisition of right-of-way for Corridor A-2.
j) Discuss the acquisition of right-of-way for Corridor B
k) Discuss the acquisition of right-of-way for Corridor C.
l) Discuss the acquisition of right-of-way for Corridor D.
m) Discuss the acquisition of right-of-way for Corridor E.
n) Discuss the acquisition of right-of-way for Corridor F
o) Discuss the acquisition of right-of-way for Corridor H
p) Discuss the acquisition of right of way for Corridor J.
q) Discuss the acquisition of right of way for Arterial K.
r) Discuss the acquisition of right of way for Corridor I.
s) Discuss the acquisition of right-of-way for Ronald Reagan Widening.
t) Discuss the acquisition of right-of-way for CR 313.
u) Discuss the acquisition of right of way for Bagdad Road/CR 279.
v) Discuss the acquisition of right of way for CR 314.
w) Discuss the acquisition of real property for the Seward Junction Loop
x) Discuss the acquisition of real property for CR 110N
y) Discuss the acquisition of real property for CR 175.
z) Discuss the acquisition of real property for Liberty Hill Bypass.
aa) Discuss the acquisition of real property for the Long Range Transportation Plan.
bb) Discuss property located at 9500 Lake Creek Parkway Austin, TX 78717
cc) Discuss the acquisition of real property for Williamson County Justice Center and Corrections Facilities

B. Property or Real Estate owned by Williamson County

Preliminary discussions relating to proposed or potential sale or lease of property owned by the County

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

e) Discuss potential sale of the Williamson County owned properties within the downtown Georgetown area.

Background

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	05/01/2025 11:08 AM
Form Started By: Charlie Crossfield		Started On: 04/30/2025 05:40 PM
Final Approval Date: 05/01/2025		

Commissioners Court - Regular Session **57.**

Meeting Date: 05/06/2025

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.	Andrea Schiele	05/01/2025 11:09 AM
Form Started By: Charlie Crossfield		Started On: 04/30/2025 05:41 PM
Final Approval Date: 05/01/2025		