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

3. **Public Comment Period for Agenda Items.** The Commissioners Court will conduct a Public Comment Period to allow members of the public, who have properly submitted a Public Participation Form, to address the Commissioners Court regarding specific Agenda Items that are on the Commissioners Court's Agenda. During such Public Comment Period, speakers shall be limited to a maximum of three (3) minutes to make his or her remarks regarding an Agenda Item. Each member of the public who appears before the Commissioners Court to address the Commissioners Court regarding more than one (1) Agenda Item on the Commissioners Court's Agenda shall be limited to a cumulative maximum of five (5) minutes to make his or her remarks for all such Agenda Items. The maximum overall discussion time allowed for an Agenda Item, regardless of the number of members of the public wishing to address the Court on such Agenda Item, shall be limited to thirty (30) minutes. Speaking time, to the extent possible, will be evenly allocated among speakers should more than ten (10) speakers desire to speak on the same Agenda Item. In matters of exceptional interest, the Commissioners Court may, by majority vote, lengthen the maximum overall public discussion time allowed on a particular Agenda Item. The Presiding Officer of the Commissioners Court reserves the right to conduct public comment regarding an Agenda Item at the time in which the item is called for the Commissioners Court's consideration as opposed to including such public comments during this Public Comment Period.

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 4 –40)

4. Discuss, consider, and take appropriate action on an order declaring an emergency and a grave necessity due to unforeseeable circumstances to approve a budget amendment for Juvenile Services.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.004103	GISD Residential Services	$33,325.80

5. 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 for expenditures for the Animal Shelter Fund.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545.0545.004510	Facility Repairs	$4,303.00

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

7. Discuss, consider, and take appropriate action on approving property tax collections for the month of November 2025 for the Williamson County Tax Assessor/Collector.

8. Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, November 2025 Monthly Report in compliance if Code of Criminal Procedure § 103.005.

9. Discuss, consider and take appropriate action on appointing Tia Danielle Baltazor of Austin and Charlene Danielle May of Cedar Park to the Williamson County Child Welfare Board.

10. Discuss, consider and take appropriate action on reappointing Stephen Balderas to the ESD #3 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

11. Discuss, consider and take appropriate action on reappointing MariClare Gaidsick to the ESD #3 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

12. Discuss, consider and take appropriate action on reappointing Todd Robison to the ESD #3 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

13. Discuss, consider and take appropriate action on reappointing Bill Lawson to the ESD #5 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

14. Discuss, consider and take appropriate action on reappointing Tommy Sladeck to the ESD #5 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

15. Discuss, consider and take appropriate action on reappointing Ted Koy to the ESD #6 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

16. Discuss, consider and take appropriate action on reappointing Dj Jirassek to the ESD #10 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

17. Discuss, consider and take appropriate action on reappointing Mark Prinz to the ESD #10 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

18. Discuss, consider and take appropriate action on reappointing Chad Richter to the ESD #10 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

19. Discuss, consider and take any necessary action to approve an Order for Interment by cremation of the deceased (Marcia Lee Poore) 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 Helping Hands Funeral & Cremation Services to move forward with interment.

20. Discuss, consider and take any necessary action to approve an Amendment to the Order for Interment by cremation of the deceased (Howard Jay Blonder), that was approved on December 16th to correct an error in the date of death.

21. Discuss, consider and take appropriate action on a letter regarding the Foreign Trade Zone application of Applied Materials.

22. Discuss, consider, and take appropriate action to request and authorize the Williamson County Attorney's Office to file a lawsuit against Cards & More Tour, Collectible Events Group LLC, ZenBusiness Inc., CKM Group Inc., CKM Group LLC, and/or any other responsible parties relating to the nonpayment of fees for use of the Williamson County Exposition Center; and take any other necessary actions to prosecute the claims of Williamson County, Texas relating thereto.

23. Discuss, consider and take appropriate action on setting a Special Session of the Williamson County Commissioners Court to be held on January 15, 2026, at 5 P.M. at 3189 SE Inner Loop Dr, Georgetown, TX 78626 and February 18, 2026, at 5 P.M. at 3189 SE Inner Loop Dr, Georgetown, TX 78626 to discuss, consider, and receive public comments relating to the future Williamson County Justice Complex.

24. Discuss, consider and take action on approving the second and final renewal of contract #T4960 with Holmes Murphy Associates, LLC for Benefits Broker Consultant Services for the Human Resources Department with the original contract approved on December 15, 2020, under Agenda Item #25, and the renewal extending the contract for one year at the new rate of $93,712.50 as approved in the contract and Benefits Budget, and authorize the execution of the agreement.

25. Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County, Texas and the City of Taylor, Texas. For billing and collections services related to Park 79 Commerce PID.

26. Discuss, consider, and take appropriate action on approving a Federal Demonstration Partnership (FDP) Subaward Amendment for the Wilco Transformative Justice Project (Award No. M2401563) relating to a Subaward Agreement between Williamson County, Texas and Texas A&M University.

27. Discuss, consider, and take appropriate action on approving the Addendum to the Master Service Agreement #2026-91 with Lexipol LLC, for Grant Writing, pursuant to Sourcewell Contract #011822-LXP, for Emergency Services, in the amount of $73,750.00, and authorize execution of this agreement.

28. Discuss, consider, and take appropriate action on approving Agreement #2026-100 with Pavion Corporation (formerly Netronix) for the purchase and installation of the Williamson County Jail parking garage cameras in the amount of $93,473.69 under the Houston-Galveston Area Council (HGAC) Cooperative Contract #SE05-20, and authorize the execution of the agreement.

29. Discuss, consider, and take appropriate action on approving Agreement #2026-126, a Client Success Management and Consulting Agreement (CSMC) with Tyler Technologies, Inc., utilizing Sourcewell Cooperative Contract #060624-TTI, in the not-to-exceed amount of $55,000.00 for a one-year term and authorize the execution of the agreement.

30. Discuss, consider, and take appropriate action on approving the Services Contract #2026-129 between Williamson County and Data Projections, Inc. for Preventative/Audio Visual Health Check for all courtrooms, Emergency Services Operations Center, the Sheriff's Office Training Center, and additional rooms, in the amount of $79,800.00 pursuant to Cooperative Contract TIPS #230105 and authorizing the execution of the agreement.

31. Discuss, consider, and take appropriate action on approving a revision to #2025365 for County Vehicle Purchase from Lake Country Chevrolet, reflecting an increase of $2,795.00, and authorizing a change order to replacement unit #EB1849; Line 3 in the FY 26 Countywide PO based on the updated pricing for FY26 Countywide Vehicle Purchase.

32. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to LLCx, LLC for Commissioning Services of the Williamson County Lake Creek Annex in the not-to-exceeding amount of Thirteen Thousand Six Hundred Sixty Dollars ($13,660.00) and authorize execution of the agreement. The funding source is P632.

33. Discuss, consider, and take appropriate action on awarding RFSQ #25RFSQ7 to LLCx, LLC for Commissioning Services of the Williamson County Regional Animal Shelter Building Addition to the not-to-exceed amount of Fourteen Thousand Two Hundred Fifty Dollars ($14,250.00) and authorize execution of the agreement. The funding source is P719.

34. Discuss, consider, and take appropriate action on authorizing the Purchasing Agent to advertise and receive sealed responses for the development of a Regional Water Plan for the Department of Infrastructure, under RFSQ #25RFSQ13.

35. Discuss, consider, and take appropriate action on approving Renewal #1 of Contract #25IFB18 between Williamson County and Central Texas Stone and Aggregate, for flexible base materials for the Road and Bridge Department, under the same pricing, terms, and conditions as the current contract, for the renewal period of 12 months, February 25, 2026, through February 24, 2027.

36. Discuss, consider, and take appropriate action on authorizing Goods and Services Contract #2026-121 for the O'Conner-Mannheim RRFB Project with G. Carter Construction Company and Williamson County, in the amount of Sixty-Five Thousand Four Hundred Thirty Dollars ($65,430.00) for FY 26, and execution of the agreement. The funding source is P738.

37. Discuss, consider, and take appropriate action on awarding IFB #26IFB6 to Joe Bland Construction LLC for the CR 110 North Project for Road Bonds/HNTB in the amount of $6,540,161.50 and authorize execution of this agreement. The funding source is P695.

38. Discuss, consider, and take appropriate action on Work Authorization No. 1 for Robinson Ranch Road to the On-Call Environmental Services contract executed on May 9, 2024, between Williamson County and Kemble White IV, dba Cambrian Environmental, relating to the 2023 Road Bond Program.

39. Discuss, consider, and take appropriate action on Work Authorization No. 4 to the RM 2243 contract executed on January 14, 2020, between Williamson County and BGE, Inc. relating to the LTP Corridor Program.

40. Discuss, consider, and take appropriate action on Work Authorization No. 7 for CR 201 to the On-Call Surveying Services contract executed on March 19, 2024, between Williamson County and Diamond Surveying, Inc. relating to the Road & Bridge Department.

REGULAR AGENDA

41. Discuss, consider and take appropriate action on paying a supplement to PCN 0177.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0443-001100	512th Dist Ct/FT Salary	$10,852.10
TO	0100-0443-001911	512th Dist Ct/Ct. Admin Supple	$10,852.10

42. Discuss, consider and take appropriate action on an agreement with Bluebonnet Trails Community MHMR Center, (DBA) Bluebonnet Trails Community Services (BTCS) for Child Welfare Court Case Coordinators to assist in coordinating court-ordered treatment required by courts in CPS cases.

43. Discuss, consider and take appropriate action on the agreement with Bluebonnet Trails Community MHMR Center, DBA Bluebonnet Trails Community Services (BTCS) to provide wrap-around services to reduce homelessness and increase housing sustainability in Williamson County.

44. Discuss, consider and take appropriate action on an agreement with Bluebonnet Trails Community MHMR Center, DBA Bluebonnet Trails Community Services (BTCS) to provide dedicated qualified mental health professionals (QMHP's) in 911 Dispatch.

45. Discuss and take appropriate action regarding employment of the law firm of Bracewell to represent Williamson County in connection with developing the strategy, structure, and implementation plan for locating and financing a civic facility in Williamson County; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.

46. Discuss and consider taking appropriate action to authorize the Renewal Amendment No. 7 for Stop Loss Insurance with United HealthCare Services, Inc. (UHC), effective January 1, 2026, to December 31, 2026, and authorizing the execution of the amendment.

47. Discuss, consider, and take appropriate action on the renewal of Financial Renewal Amendment No. 9 to the 2026 UnitedHealthcare Services, Inc. Administrative Services Agreement for HR/Benefits, covering expenses incurred from October 1, 2017, through December 31, 2025, effective January 1, 2026, and paid from January 1, 2026, through December 31, 2026. The original contract was approved in the commissioners' court on 12-10-2024, agenda item #44.

48. Discuss, consider and take appropriate action to approve the amendment to Services Agreement #2025294, originally approved on 07.02.2025, under agenda item #19, for the District Attorney's Office, for the purchase of a desk to include installation from Texas Correctional Industries (TCI).

49. Discuss, consider, and take appropriate action on approval of an amendment to Contract #2025293, originally approved on July 29, 2025, Agenda Item #19, with Texas Correctional Industries for $1,087.00 the purchase and installation of a Chair for the District Attorney's Office.

50. Discuss, consider, and take action on approving the amendment to Contract #20252924 with Texas Correctional Industries for the purchase and installation of office furniture at the District Attorney's Office, originally approved on 07-29-2025, agenda item #20.

51. Discuss, consider and take appropriate action regarding an amendment to the agreement between Williamson County and LexisNexis Risk Solutions FL Inc. relating to the participation of the Williamson County Sheriff's Office in the Austin Police Department's Austin Regional Intelligence Center (ARIC). The Sheriff's Office participation in ARIC was originally approved by the Commissioners Court on September 6, 2016, Item #67, and this item also addresses updates to the LexisNexis Agreement Contract #2025269 approved on July 1, 2025, Agenda Item #21.

52. Discuss, consider, and take appropriate action on approval of Agreement #2026-134, with FreeIt Data Solutions for the purchase of Uninterruptible Power Supply (UPS) Battery Backup Equipment for the New Administration Building located at 1848 Texas Trail, Georgetown, TX 78626, in the amount of $295,218.62, pursuant to DIR Cooperative Contract #DIR-CPO-5378, and authorizing the execution of the Agreement.

53. Discuss, consider, and take appropriate action on approving the Agreement for Construction Services No. 2026-114 between Williamson County and Falkenberg Construction Co, Inc. in the not-to-exceed amount of Two Hundred Sixty Thousand Two Hundred Ten and 39/100 Dollars ($260,210.39) pursuant to BuyBoard's Cooperative Contract #728-24 and authorize execution of the agreement. Funding sources are P736 and 01.0100.3107.004509.

54. Receive and acknowledge approval of Change Order No. 1 from Falkenberg Construction Co., Inc. for the Medic 11 Dumpster Enclosure project to repair broken concrete, with no extension of time to complete the project, which was approved by Williamson County Facilities Project Manager, Daryl Mutz, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

55. Discuss, consider, and take appropriate action on Amendment No. 2 to Supplemental Agreement No. 1 to the Agreement for Design & Engineering Services between Williamson County and BLGY, Inc. being dated effective April 5th, 2022, Supplemental Agreement No. 1 to Agreement for Design & Engineering Services being dated effective April 25th, 2023, and Amendment No. 1 to Supplemental Agreement No. 1 to Agreement for Design & Engineering Services, being dated July 26th, 2023 for the Juvenile Justice Center Addition.

56. Discuss, consider, and take appropriate action on Amendment No. 1 to the Agreement for Commissioning Services between Williamson County and NV5 Consultants, Inc. being dated effective March 11, 2025, for the Jail Boilers.

57. Discuss, consider, and take appropriate action on Amendment No. 2 to the Agreement for Design & Engineering Services between Williamson County and Levy Dykema, PLLC dba Levy Dykema. Being dated effective May 6th, 2025, Supplemental Agreement No. 1 to Agreement for Design & Engineering Services being dated effective July 22nd, 2025, and Amendment No. 1 to Agreement for Design & Engineering Services, being dated October 7th, 2025, for the Lake Creek Annex.

58. Discuss, consider, and take appropriate action on Amendment No. 1 to the Supplemental Agreement No. 1 to the Agreement for Design & Engineering Services between Williamson County and RHad Enterprises, Inc. dba MODE Design Company. being dated effective February 28th, 2024, Supplemental Agreement No. 1 to Agreement for Design & Engineering Services being dated effective July 30th, 2025 for the Fleet Shop Addition.

59. Discuss, consider and take appropriate action on Consent to Contract Assignment from Brand Companies LLC (the Assignor) requested for Williamson County, Texas ("County") for the assigned and transfer of all its interests, rights, and obligations to Southland Industries (the Assignee) and authorize execution of the Consent to Contract Assignment.

60. Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, LH 207, LP and Williamson County Municipal Utility District No. 62.

61. Discuss, consider and take appropriate action on a letter of support for the City of Georgetown's FM 971/Weir Road CAMPO funding application.

62. Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, Florence FM 970 Ventures, LLC and Northwest Williamson County Municipal Utility District No. 3.

63. Discuss, consider and take appropriate action regarding the temporary road closure of Twin Lakes Park Dr S starting Monday, January 12, 2026, and continuing through Wednesday, January 21, 2026.

64. Discuss, consider, and take appropriate action on the award of an Economic Development Initiative — Community Project Funding grant. Local Match Funding Source: 2023 Road Bond funds.

65. Discuss, consider, and take appropriate action regarding a Letter of Transfer/Ownership to the Center of Archaeological Studies, for archaeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the Ronald Reagan Boulevard Segment C1 project, a Road Bond Project in Commissioner Pct. 3.

66. Discuss, consider, and take appropriate action on Contract Amendment No. 3 to the Ronald Reagan Boulevard Segment D2 contract executed March 19, 2024, between Williamson County and American Structurepoint, Inc. relating to the 2023 Road Bond Program.

67. Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 1 to the Ronald Reagan Boulevard Segment D2 contract executed March 19, 2024, between Williamson County and American Structurepoint, Inc. relating to the 2023 Road Bond Program.

68. Discuss, consider and take appropriate action on a real estate contract with JGHTDH #1, LLC to acquire 0.068 AC needed as right of way and 0.068 AC needed for an electric easement on the RM 2243 project (Parcel 339 and 339E).

69. Discuss, consider and take appropriate action on a real estate contract with Enclave at Liberty Hill, LLC, a Texas limited liability company, and 2125 Hydepark Apartments, a Florida limited liability company, to acquire 4.317 AC needed as right of way on the CR 258 project (parcel 1).

70. Discuss, consider and take appropriate action on a real estate contract with TDW Development, LLC to acquire 0.277 AC needed as right of way and 0.379 AC needed as a utility easement for the RM 2243 project (Parcel 341 and 341E).

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)."

71. Discuss the following real property matters pursuant to Texas Government Code Section 551.072:

a. Discuss potential sale of property located at 102 w. 3rd Street, Georgetown, Texas and 303, 307, 311 and 312 S. Main Street, Georgetown, Texas.
b. Discuss potential acquisition of real property tract(s) for the future location of the Williamson County Justice Complex Facilities.

72. Discuss the following economic development negotiations pursuant to the Texas Government Code Section 551.087:
a. Project Pegatron

73. Discuss the following pending or contemplated litigation, settlement matters and/or other confidential attorney-client legal matters pursuant to the Texas Government Code Section 551.071:

a. 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
b. Discuss Claim No. 09162024-210-344, a damage claim by Oncor Electric Delivery, LLC for an incident occurring on or about 09/16/2024.
c. 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.

REGULAR AGENDA (continued)

74. Discuss, consider, and take appropriate action regarding 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.

75. Discuss, consider, and take appropriate action regarding Claim No. 09162024-210-344, a damage claim by Oncor Electric Delivery, LLC for an incident occurring on or about 09/16/2024.

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

77. Comments from Commissioners.

78. **Public Comment Period for County Matters that are not on the Agenda.** The Commissioners Court will conduct a Public Comment Period to allow members of the public, who have properly submitted a Public Participation Form, to address the Commissioners Court regarding matters pertaining to or affecting Williamson County, but that do not appear as an Agenda Item on the Commissioners Court's Agenda. During this Public Comment Period, speakers shall be limited to a maximum of two (2) minutes to make his or her remarks and the maximum overall discussion time allowed for this 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 this Public Comment Period. Please note that the members of the Court may not comment during the meeting about matters that are not on the Commissioners Court's 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 22nd day of December 2025 at 5:00 pm and remained posted for at least three business days before the scheduled date of the meeting.

Commissioners Court - Regular Session **4.**

Meeting Date: 12/30/2025

GISD Residential Services Budget Amendment

Submitted For: Ganae Hempe **Submitted By:** Ganae Hempe, County Auditor

Department: County Auditor

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 to approve a budget amendment for Juvenile Services.

Public Background

The budget amendment request is to move unspent Juvenile Residential Service dollars into the Fiscal Year 2026 budget. Unspent GISD Residential services are to be used only for residential services. The monies are carried forward until spent.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0100.0576.004103	GISD Residential Services	$33,325.80

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/15/2025 08:40 AM
Form Started By: Ganae Hempe		Started On: 12/10/2025 02:31 PM
Final Approval Date: 12/15/2025		

Commissioners Court - Regular Session **5.**

Meeting Date: 12/30/2025

Budget Amendment Animal Shelter Fund

Submitted For: Julie Kiley **Submitted By:** Julie Kiley, County Auditor

Department: County Auditor

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 for expenditures for the Animal Shelter Fund.

Public Background

This budget amendment is to clean the roof of the shelter prior to construction commencing on the addition.

Fiscal Impact

From/To	Acct No.	Description	Amount
	0545.0545.004510	Facility Repairs	$4,303.00

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/22/2025 08:43 AM
Form Started By: Julie Kiley		Started On: 12/22/2025 07:21 AM
Final Approval Date: 12/22/2025		

Commissioners Court - Regular Session **6.**

Meeting Date: 12/30/2025

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.

Public Background

See attached documentation for details.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Merit Report

Merit LIT

Position Changes

Form Review

Inbox	Reviewed By	Date
Human Resources (Originator)	Allen Frederick	12/18/2025 10:21 AM
County Judge Exec Asst.	Delia Colon	12/18/2025 02:20 PM
Budget Office	Saira Hernandez	12/22/2025 07:46 AM
Form Started By: Kayla Marek		Started On: 12/18/2025 09:48 AM
Final Approval Date: 12/22/2025		

Department	Position	Emp Num	Current Annual Salary	Annual Merit Amt	Merit%	New Annual Salary	Lump-sum Merit	Pay Proposal Reason	Effective Date of Change
County Attorney	Civil Attorney.2108.001100.	17666	$118,650.74	$2,373.02	2.00	$121,023.76	-	MERIT	16-Jan-26
County Attorney	Chief Victim Asst Coord.0027.001100.	14705	$62,959.26	$1,259.18	2.00	$64,218.44	-	MERIT	19-Dec-25
Juvenile Grant	Juv Prob Officer II Grant.1028.001100.	17510	$62,911.08	$1,258.21	2.00	$64,169.29	-	MERIT	2-Jan-26
Juvenile Services	Juv Supervision Offcr I.1121.001100.	17509	$46,739.95	$934.79	2.00	$47,674.74	-	MERIT	2-Jan-26
Juvenile Services	Juv Supervision Offcr II.1132.001100.	17431	$54,186.09	$1,083.71	2.00	$55,269.80	-	MERIT	2-Jan-26
Juvenile Services	Juv Supervision Offcr II.1091.001100.	14743	$54,186.09	$1,083.71	2.00	$55,269.80	-	MERIT	2-Jan-26
Juvenile Services	Asst Dir of Operations.1142.001100.	17501	$88,257.26	$1,765.14	2.00	$90,022.40	-	MERIT	2-Jan-26
Tax Assessor/Collector	Motor Vehicle Manager.1459.001100.	04161	$73,920.08	$1,685.32	2.28	$75,605.40	-	MERIT	19-Dec-25

				(TO)	(FROM)
entity	**fund**	**dept**	**object**	**dr**	**cr**
01	0100	0475	001100	3,632.20	
01	0100	0475	001130		3,632.20
01	0100	0576	001100	6,125.56	
01	0100	0576	001130		6,125.56
01	0100	0499	001100	1,685.32	
01	0100	0499	001130		1,685.32

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
0404 - County Clerk Judicial	0673	16408	$61,000.24	$61,000.24	$75,253.13	$73,615.35	$1,637.78	N/A	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0673 to PCN 0678	1/2/2026
0404 - County Clerk Judicial	0678	Vacant	N/A	N/A	$46,362.22	$48,000.00	N/A	$1,637.78	Reallocation of position budget as allowed by policy. Surplus salary from PCN 0673 to PCN 0678	1/2/2026
0440 - District Attorney	0061	Vacant	N/A	N/A	$113,931.37	$109,447.38	$4,483.99	N/A	*Effective Date Change from 12/9/25 Comm Court approval- Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 0061 and 0074 to PCN 2234	12/5/2025
0440 - District Attorney	0074	14720	$59,999.99	$59,999.99	$65,123.25	$59,999.99	$5,123.26	N/A	*Effective Date Change from 12/9/25 Comm Court approval- Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 0061 and 0074 to PCN 2234	12/5/2025
0440 - District Attorney	2234	Vacant	N/A	N/A	$120,392.75	$130,000.00	N/A	$9,607.25	*Effective Date Change from 12/9/25 Comm Court approval- Reallocation of position budget to facilitate internal promotion as allowed by policy. Surplus salary from PCNs 0061 and 0074 to PCN 2234	12/5/2025

Department Number and Name	PCN	EE ID	Current Annual Salary	*New Annual Salary	Current Position Budget Amount	*New Position Budget Amount	Reduction to Position Budget	Increase to Position Budget	Change notes	Earliest Oracle Effective Date
0440- District Attorney	1965	17669	$138,360.59	$138,360.59	$143,461.53	$138,360.59	$5,100.94	N/A	Reallocation of position budget to facilitate lateral move as allowed by policy. Surplus salary from PCNs 1965, 1847, 1791 and 0070 to PCNs 1790, 2003, 1759, 1969, 0061 and 2230	1/2/2026
0440- District Attorney	1847	13241	$68,500.12	$68,500.12	$68,863.92	$68,500.12	$363.80	N/A	Reallocation of position budget to facilitate lateral move as allowed by policy. Surplus salary from PCNs 1965, 1847, 1791 and 0070 to PCNs 1790, 2003, 1759, 1969, 0061 and 2230	1/2/2026
0440- District Attorney	1791	14813	$110,000.00	$110,000.00	$112,167.96	$110,000.00	$2,167.96	N/A	Reallocation of position budget to facilitate lateral move as allowed by policy. Surplus salary from PCNs 1965, 1847, 1791 and 0070 to PCNs 1790, 2003, 1759, 1969, 0061 and 2230	1/2/2026
0440-District Attorney	0070	15348	$145,000.18	$145,000.18	$145,158.10	$145,000.18	$157.92	N/A	Reallocation of position budget to facilitate lateral move as allowed by policy. Surplus salary from PCNs 1965, 1847, 1791 and 0070 to PCNs 1790, 2003, 1759, 1969, 0061 and 2230	1/2/2026
0440- District Attorney	1790	17714	$126,000.00	$126,000.00	$124,000.24	$126,000.24	N/A	$2,000.00	Reallocation of position budget to facilitate lateral move as allowed by policy. Surplus salary from PCNs 1965, 1847, 1791 and 0070 to PCNs 1790, 2003, 1759, 1969, 0061 and 2230	1/2/2026

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
0440- District Attorney	2003	16489	$126,000.00	$126,000.00	$124,881.94	$126,000.04	N/A	$1,118.10	Reallocation of position budget to facilitate lateral move as allowed by policy. Surplus salary from PCNs 1965, 1847, 1791 and 0070 to PCNs 1790, 2003, 1759, 1969, 0061 and 2230	1/2/2026
0440- District Attorney	1759	16669	$126,000.00	$126,000.00	$123,704.12	$126,000.02	N/A	$2,295.90	Reallocation of position budget to facilitate lateral move as allowed by policy. Surplus salary from PCNs 1965, 1847, 1791 and 0070 to PCNs 1790, 2003, 1759, 1969, 0061 and 2230	1/2/2026
0440- District Attorney	1969	16696	$122,742.13	$122,742.13	$122,508.83	$122,742.13	N/A	$233.30	Reallocation of position budget to facilitate lateral move as allowed by policy. Surplus salary from PCNs 1965, 1847, 1791 and 0070 to PCNs 1790, 2003, 1759, 1969, 0061 and 2230	1/2/2026
0440- District Attorney	0061	Vacant	N/A	N/A	$109,447.38	$110,000.00	N/A	$552.62	Reallocation of position budget to facilitate lateral move as allowed by policy. Surplus salary from PCNs 1965, 1847, 1791 and 0070 to PCNs 1790, 2003, 1759, 1969, 0061 and 2230	1/2/2026

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
0440-District Attorney	2230	Vacant	N/A	N/A	$108,409.30	$110,000.00	N/A	$1,590.70	Reallocation of position budget to facilitate lateral move as allowed by policy. Surplus salary from PCNs 1965, 1847, 1791 and 0070 to PCNs 1790, 2003, 1759, 1969, 0061 and 2230	1/2/2026

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

Commissioners Court - Regular Session **7.**

Meeting Date: 12/30/2025

Property Tax Collections – November 2025

Submitted For: Larry Gaddes

Submitted By: Rebecca Bruton, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving property tax collections for the month of November 2025 for the Williamson County Tax Assessor/Collector.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

110125-113025 GWI-RFM

110125-113025 GWI-RFM graph

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/17/2025 09:11 AM
Form Started By: Rebecca Bruton		Started On: 12/17/2025 09:02 AM
Final Approval Date: 12/17/2025		

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
November 30, 2025

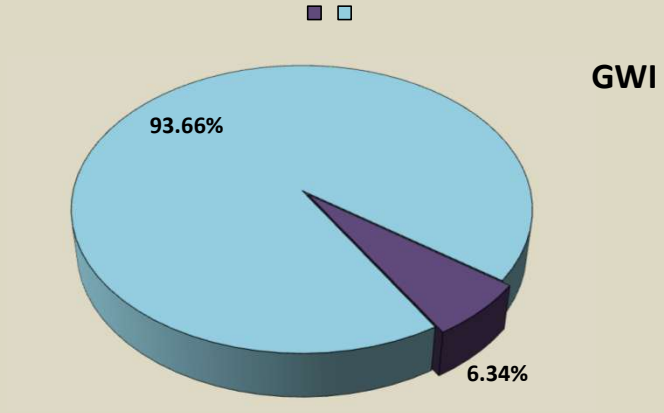
Williamson County General Fund	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P&I	YTD Percent Collected w/P&I & Prior Years
2025	$516,616,223.79	$387,007.78	$517,003,231.57	$21,197,465.89	$0.00	$299.00	$484,239,672.83	$32,763,558.74	6.34%	6.34%	6.38%
2024 & Prior	$4,018,041.75	($586,612.90)	$3,431,428.85	($288,005.71)	$49,677.65	$2,136.55	$3,404,814.48	$26,614.37	0.78%	4.02%	
Rollbacks	$531,939.22	$67,100.29	$599,039.51	$9,720.47	$0.00	$157.54	$521,159.19	$77,880.32	13.00%	13.00%	
Total All	$521,166,204.76	($132,504.83)	$521,033,699.93	$20,919,180.65	$49,677.65	$2,593.09	$488,165,646.50	$32,868,053.43	6.31%	6.33%	

Williamson County RFM	Tax Roll	Adjustments	Adjusted Tax Roll	Current Tax Collected	Penalty & Interest Collected	Variance	Uncollected Balance	YTD Collected	YTD Percent Collected	YTD Percent Collected w/P&I	YTD Percent Collected w/P&I & Prior Years
2025	$63,704,185.47	$54,108.74	$63,758,294.21	$2,602,756.24	$0.00	$38.61	$59,744,334.11	$4,013,960.10	6.30%	6.30%	6.34%
2024 & Prior	$462,677.64	($68,983.59)	$393,694.05	($32,386.80)	$6,072.93	$266.41	$386,343.74	$7,350.31	1.87%	5.38%	
Rollbacks	$59,202.33	$7,922.35	$67,124.68	$1,121.85	$0.00	$17.20	$58,257.85	$8,866.83	13.21%	13.21%	
Total All	$64,226,065.44	($6,952.50)	$64,219,112.94	$2,571,491.29	$6,072.93	$322.22	$60,188,935.70	$4,030,177.24	6.28%	6.30%	

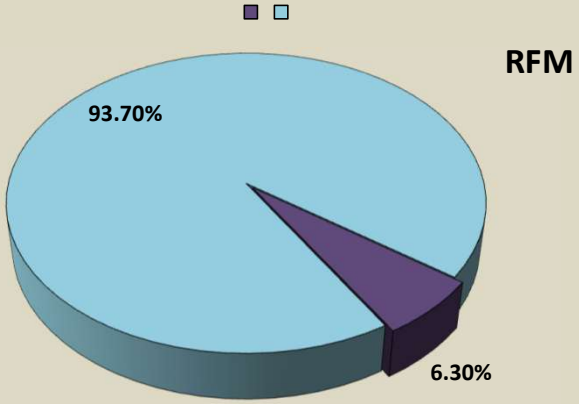
2025 COMBINED MONTHLY BREAKDOWN

Oct-25	$580,320,409.26	$478.75	$580,320,888.01	$12,976,822.91	$0.00	$136.19	$567,343,928.91	$12,976,959.10
Nov-25	$580,320,888.01	$440,637.77	$580,761,525.78	$23,800,222.13	$0.00	$337.61	$543,984,006.94	$36,777,518.84

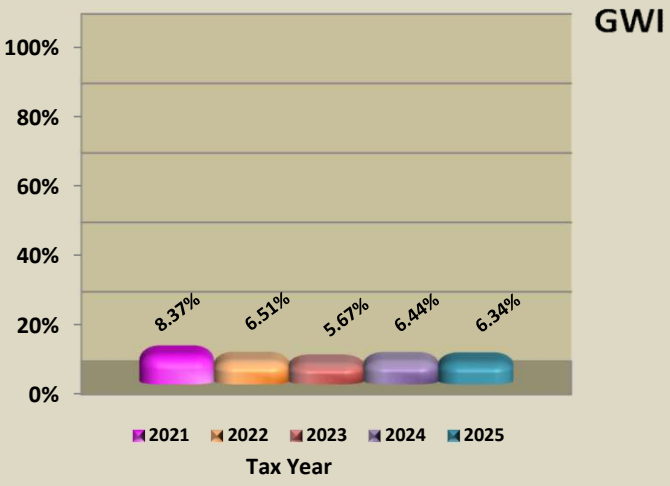
Year to Date Collection Report
Thru November 2025



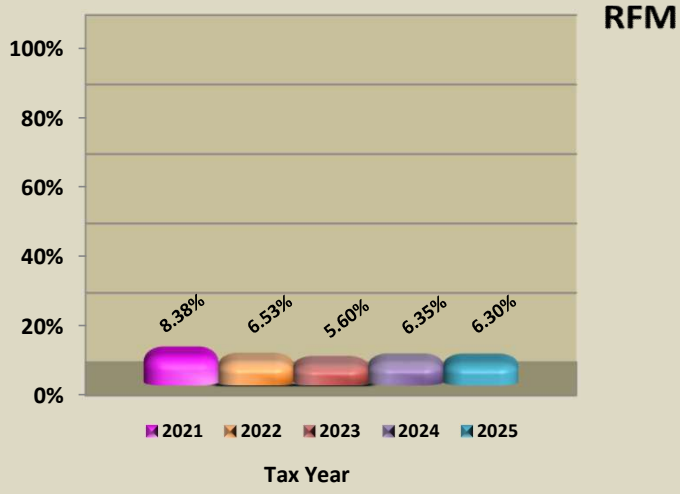
Year to Date Collection Report
Thru November 2025



Percent of Roll Collected Comparison
Tax Years 2021-2025



Percent of Roll Collected Comparison
Tax Years 2021-2025



Commissioners Court - Regular Session **8.**

Meeting Date: 12/30/2025

Justice of the Peace 3 NOVEMBER 2025 Monthly Report

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

Department: J.P. Pct. #3

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve Justice of the Peace, Pct. 3, November 2025 Monthly Report in compliance if Code of Criminal Procedure § 103.005.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CCP 103 - November 2025

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2025 02:44 PM
Form Started By: Mary Alcala		Started On: 12/11/2025 02:41 PM
Final Approval Date: 12/11/2025		

IN COMPLIANCE WITH ARTICLE 103
CODE OF CRIMINAL PROCEDURE

THE STATE OF TEXAS
COUNTY OF WILLIAMSON

Before me, the undersigned authority, on this day personally appeared Evelyn McLean, Justice of the Peace, Precinct 3, Williamson County, who, on her oath, stated that the attached report of money collected is a true and correct report for the month of November 2025.

JUSTICE OF THE PEACE PCT. 3 WILLIAMSON COUNTY, TEXAS

EVELYN McLEAN
JUSTICE OF THE PEACE
PRECINCT THREE

On this 10th day of December 2025, to certify which witness my hand and seal of office.

NOTARY PUBLIC
in and for the State of Texas

NOTARY PUBLIC STATE OF TEXAS
MARY ALCALA
Notary Public, State of Texas
Comm. Expires 04-21-2029
Notary ID 133030414

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **11/1/2025 - 11/30/2025** Case Categories: **Civil**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	107.25
01-0100-0000-341903 - CIVIL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341903: 01-0100-0000-341903 - Fees of Office, Const. PCT #3	9,800.00
	0100 - General Fund Total:	**9,907.25**
	Fee Totals for All Funds:	**9,907.25**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **11/1/2025 - 11/30/2025** Case Categories: **Civil**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AB	Abstract	10.00	1	0.00	0	0.00	0	10.00	1
CCOP	Civil Copies	50.00	29	0.00	0	0.00	0	50.00	29
CERT	Certified Copy	12.25	5	0.00	0	0.00	0	12.25	5
CONT3	Constable Service Fee Pct #3	8,320.00	80	0.00	0	0.00	0	8,320.00	80
SUB3	Subpoena Pct# 3	80.00	1	0.00	0	0.00	0	80.00	1
WPOSS	Writ of Possession	35.00	7	0.00	0	0.00	0	35.00	7
WSF3	Constable #3 - Writ Service Fee	1,400.00	7	0.00	0	0.00	0	1,400.00	7
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		9,907.25	130	0.00	0	0.00	0	9,907.25	130

Payment Report - G/L and Fund Summary

TXWILLIAMSONPROD

Transaction Date: **11/1/2025 - 11/30/2025** Case Categories: **Criminal**
Locations: **JP3**

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

G/L Account	G/L Account Number	Fee Totals
0100 - General Fund		
01-0100-0000-207017 - Collections Agency Fee	L-004-3-01-0100-0000-207017: 01-0100-0000-207017 - Collections Agency Fee	4,003.23
01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	L-004-3-01-0100-0000-209600: 01-0100-0000-209600 - FINES DUE TO TX PARKS WILDLIFE	205.99
01-0100-0000-341200 - Sheriff Fees (WILCO)	L-004-3-01-0100-0000-341200: 01-0100-0000-341200 - Sheriff Fees (WILCO)	116.98
01-0100-0000-341803 - FEES OF OFFICE, JP PCT-3	L-004-3-01-0100-0000-341803: 01-0100-0000-341803 - FEES OF OFFICE, JP PCT #3	8,166.12
01-0100-0000-341913 - CRIMINAL FEES/OFFICE, CONST 3	L-004-3-01-0100-0000-341913: 01-0100-0000-341913 - Fees of Office, Crim. Const PCT #3	313.98
01-0100-0000-351303 - FINES, JP PCT-3	L-004-3-01-0100-0000-351303: 01-0100-0000-351303 - FINES, JP PCT #3	67,695.80
	0100 - General Fund Total:	**80,502.10**
0361 - JP Security Fund		
01-0361-0000-341153 - JP 3 SECURITY FEES	L-004-3-01-0361-0000-341153: 01-0361-0000-341153 - JP 3 SECURITY FEES	32.18
	0361 - JP Security Fund Total:	**32.18**
0367 - JP-3 Truancy Program Fund		
01-0367-0000-370000 - JP-3 Truancy Program Fees	L-004-3-01-0367-0000-370000: 01-0367-0000-370000 - JP-3 Truancy Program Fee	40.23
	0367 - JP-3 Truancy Program Fund Total:	**40.23**
0372 - Justice Court Technology Fund		
01-0372-0000-341143 - JP 3 TECHNOLOGY FEES	L-004-3-01-0372-0000-341143: 01-0372-0000-341143 - JP #3 TECHNOLOGY FEES	32.22
	0372 - Justice Court Technology Fund Total:	**32.22**

Payment Report - G/L and Fund Summary

Transaction Date: **11/1/2025 - 11/30/2025** Case Categories: **Criminal**
Locations: **JP3** Payment Type: **Cash Bond Deposit; E-Filing Payment; ...**

G/L Account	G/L Account Number	Fee Totals
0399 - State Agency Fund		
01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	L-004-3-01-0399-0000-208033: 01-0399-0000-208033 - JP 3 Truancy Prev/Diversion - State	16.08
01-0399-0000-208160 - CCC FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208160: 01-0399-0000-208160 - Consolidated Court Costs	321.86
01-0399-0000-208235 - JURY SERVICE FEES DUE TO STATE	L-004-3-01-0399-0000-208235: 01-0399-0000-208235 - Jury Service Fee	32.19
01-0399-0000-208352 - CRIMINAL JUDICIAL SUPPORT DUE	L-004-3-01-0399-0000-208352: 01-0399-0000-208352 - Support of the Judiciary Fund	48.30
01-0399-0000-208400 - DPS ARREST FEES DUE TO STATE	L-004-3-01-0399-0000-208400: 01-0399-0000-208400 - Texas Highway Patrol Arrest Fees	10.27
01-0399-0000-208415 - MOVING VIOLATION FEE DUE TO ST	L-004-3-01-0399-0000-208415: 01-0399-0000-208415 - Moving Violation Fee Due to State	0.62
01-0399-0000-208425 - ST TRAFFIC FEES DUE TO STATE	L-004-3-01-0399-0000-208425: 01-0399-0000-208425 - State Traffic Fee	91.73
01-0399-0000-208703 - INDIGENT DEF FEES - DUE TO ST	L-004-3-01-0399-0000-208703: 01-0399-0000-208703 - Indigent Defense Fee	16.03
01-0399-0000-208720 - SEATBELT FINES	L-004-3-01-0399-0000-208720: 01-0399-0000-208720 - Seatbelt Fines	4.00
01-0399-0000-208750 - TLFTA FEES DUE TO STATE COMP	L-004-3-01-0399-0000-208750: 01-0399-0000-208750 - Traffic Law Failure To Appear	110.74
01-0399-0000-208850 - WEIGHT VIOLATION FINES DUE TO	L-004-3-01-0399-0000-208850: 01-0399-0000-208850 - Weight Violation Fines	1,800.26
01-0399-0000-208860 - TIME PYMT FEES DUE TO STATE	L-004-3-01-0399-0000-208860: 01-0399-0000-208860 - Time Payment	16.55
	0399 - State Agency Fund Total:	**2,468.63**
	Fee Totals for All Funds:	**83,075.36**

Payment Report - Fee Code Summary

TXWILLIAMSONPROD

Transaction Date: **11/1/2025 - 11/30/2025** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary

Code Word	Description	Gross		Positive Adjustments		Negative Adjustments		Net	
		Amount	Number	Amount	Number	Amount	Number	Amount	Number
AFDPS	Arrest Fee - DPS (CCP 102.011)	10.27	7	0.00	0	0.00	0	10.27	7
AFSO	Arrest Fee - Sheriff's Office (CCP 102.011)	29.98	10	0.00	0	0.00	0	29.98	10
CCC	Consolidated Court Costs [Loc. Gov't Code, 133.102]	321.86	17	0.00	0	0.00	0	321.86	17
CFINE	County Fine	67,695.80	635	0.00	0	0.00	0	67,695.80	635
CHS	Courthouse Security Fee (CCP 102.017)	24.12	17	0.00	0	0.00	0	24.12	17
CHSJC	JP Security Fee (CCP 102.017)	8.06	17	0.00	0	0.00	0	8.06	17
COLLFEE	Collection Agency Fee	4,003.23	85	0.00	0	0.00	0	4,003.23	85
COPIES	Certified Copies	7.50	2	0.00	0	0.00	0	7.50	2
COPY	Copies	7.50	1	0.00	0	0.00	0	7.50	1
DDF	Deferred Disposition Fee	8,134.67	50	0.00	0	0.00	0	8,134.67	50
FNTC1	Child Safety Seat Fine Trauma Center	4.00	1	0.00	0	0.00	0	4.00	1
IDF	Indigent Defense Fee (LGC 133.107)	16.03	17	0.00	0	0.00	0	16.03	17
JCTF	Justice Court Technology Fee (CCP 102.0173)	32.22	17	0.00	0	0.00	0	32.22	17
JFR	Jury Reimbursement Fee (CCP 102.0045)	32.19	17	0.00	0	0.00	0	32.19	17
JTP	Juvenile Truancy Program (CCP 102.0174)	40.23	17	0.00	0	0.00	0	40.23	17
JTPDC	Juvenile Truancy Prev/Diversion Due to County (CCP 102.015)	8.04	17	0.00	0	0.00	0	8.04	17
JTPDS	Juvenile Truancy Prev/Diversion Due to State (CCP 102.015)	8.04	17	0.00	0	0.00	0	8.04	17
JUSFC	Judicial Support Fund - County (LGC 133.105)	4.80	17	0.00	0	0.00	0	4.80	17
JUSFS	Judicial Support Fund - State (LGC 133.105)	43.50	17	0.00	0	0.00	0	43.50	17
MVF	Moving Violation Fee (CCP 102.022)	0.62	11	0.00	0	0.00	0	0.62	11
OMNI	OMNI Fee	22.16	5	0.00	0	0.00	0	22.16	5
OMNIC	OMNI Fee - County	14.76	5	0.00	0	0.00	0	14.76	5
OMNIS	OMNI Fee - State	73.82	5	0.00	0	0.00	0	73.82	5
SFC3	Service/Arrest Fee - Const. 3	55.02	10	0.00	0	0.00	0	55.02	10
SFMCWV	State Fine - Motor Carrier Weight Violation	1,800.26	20	0.00	0	0.00	0	1,800.26	20
SFOC	Service Fee - Out of County	7.28	2	0.00	0	0.00	0	7.28	2
STF	State Traffic Fee (TC 542.4031)	91.73	5	0.00	0	0.00	0	91.73	5
TPC	Time Payment Fee - County	7.73	1	0.00	0	0.00	0	7.73	1
TPS	Time Payment Fee - State	8.82	2	0.00	0	0.00	0	8.82	2
TPWF	Texas P&W Fine	205.99	2	0.00	0	0.00	0	205.99	2

Payment Report - Fee Code Summary

Transaction Date: **11/1/2025 - 11/30/2025** Case Categories: **Criminal**
Locations: **JP3**

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

Fee Code Summary									
Code Word	**Description**	**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
UFA	Uniform Traffic Act (TC 542.403)	9.17	5	0.00	0	0.00	0	9.17	5
WARC3	Warrant Fee - Constable Pct. 3	258.96	8	0.00	0	0.00	0	258.96	8
WCSO	Williamson County Sheriff	87.00	2	0.00	0	0.00	0	87.00	2
Fee Code Summary Totals		**Gross**		**Positive Adjustments**		**Negative Adjustments**		**Net**	
		Amount	**Number**	**Amount**	**Number**	**Amount**	**Number**	**Amount**	**Number**
		83,075.36	1,061	0.00	0	0.00	0	83,075.36	1,061

Commissioners Court - Regular Session **9.**

Meeting Date: 12/30/2025

Child Welfare Board Appointment

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 appointing Tia Danielle Baltazor of Austin and Charlene Danielle May of Cedar Park to the Williamson County Child Welfare Board.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Application - Baltazor

Request - Baltazor

Application - May

Request - May

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	12/15/2025 04:28 PM
Form Started By: Andrea Schiele		Started On: 12/15/2025 04:06 PM
Final Approval Date: 12/15/2025		

Texas Department of
Family and Protective Services

Form C-105-0250
Revised July 2021

VOLUNTEER APPLICATION

Purpose: Use this form to apply to volunteer with the Department of Family and Protective Services (DFPS).
Directions: Complete this form and submit it to your local volunteer coordinator in person or via mail or email.
Note: A Social Security number is required to complete this form.

VOLUNTEER INFORMATION

Name (last, first, middle):	Preferred name:	Date of birth:	Place of birth (city, state):
Baltazor, Tia Danielle	Tia	[redacted]	[redacted]

Other names or spellings Used (married, maiden, alias, for example:
First, middle, last
Tia Thomas

☐ No Other Names

Current address (street, city, state, ZIP code):	County:
[redacted]	Williamson

Have you had any other residences in Texas in the past two years? ☐ Yes ☑ No If "yes," list them below (street address, city and county, and ZIP code — use an additional sheet if needed):

Have you lived outside Texas in the past 2 years?	Driver license, state, and number:	Social Security number:
☐ Yes ☑ No	[redacted]	[redacted]

Alternate ID #:	Type of alternate ID: ☐ Canadian SIN ☐ Military ID ☐ Passport ☐ Permanent residency card ☐ State photo ID

Home telephone:	Mobile telephone:	Email address:

Gender:	Race (check all applicable):	Ethnicity:
☐ Male ☑ Female	☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander ☐ Black ☑ White ☐ Unable to determine (or none of the above)	☐ Hispanic ☑ Not Hispanic ☐ Unable to determine

Organization represented (if applicable):	Who referred you to DFPS?

Why do you want to volunteer for DFPS?

I want to volunteer for DFPS because I believe every child deserves to feel safe, supported, and seen. My motivation comes from perso

Applicable skills:

I'm a strong communicator and listener, and I focus on making people feel heard, valued, and understood. Building relationships comes

Type of volunteer services preferred:
I'm open to serving in any capacity where support is most needed, but I'm especially drawn to areas like staff appreciation

Are you willing to receive training for another assignment? ☑ Yes ☐ No

EDUCATION (CHECK HIGHEST LEVEL COMPLETED)

☐ Elementary school ☐ Middle school ☐ High school ☐ Vocational training
☑ Some college ☐ College ☐ Graduate school

Interns: ☐ Some college ☐ Undergraduate ☐ Graduate ☐ Post graduate

University:	Date of undergraduate degree:	Date of graduate degree:
Cowley County Community College	[redacted]	[redacted]

ADDITIONAL LANGUAGES

Language	Speak	Read	Write
English	☐ Fair ☐ Good ☑ Excellent	☐ Fair ☐ Good ☑ Excellent	☐ Fair ☐ Good ☐ Excellent
	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent

American Sign Language: ☐ Fair ☐ Good ☐ Excellent ☑ N/A

PREVIOUS VOLUNTEER EXPERIENCE

Organization	Position	Responsibilities
Hill Country Christian School of Austin	Library Aid	esolve and Organize boo
Hill Country Christian School of Austin	Homeroom Coordinator	, organizing classroom ev

DATE(S) AND TIME(S) AVAILABLE

Days per week: 1-2

Hours per week: 1-3

Comments:

ELECTRONIC SIGNATURE FOR VOLUNTEER AGREEMENT

☑ I understand that I am requesting volunteer placement requiring criminal history and Central Registry checks, and I authorize DFPS to complete these checks.

☑ I authorize DFPS to run an FBI criminal history check, which requires fingerprinting, if my role will have access to criminal history information.

☑ I understand that background checks are conducted on annually for DFPS volunteers. I authorize DFPS to conduct a criminal history and Central Registry check each year that I volunteer with DFPS.

☑ I understand that children in DFPS care have experienced trauma in their lives.

☑ I understand this trauma may manifest itself in extreme behaviors, which include foul language, outbursts, and physical aggression.

☑ I understand that my signature on this Electronic Signature Acknowledgement form is equivalent to my handwritten signature and is legally binding. An electronic signature has the same validity and meaning as my handwritten signature. I will not, at any time, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding. I acknowledge and warrant the truthfulness of the information provided in this document.

Electronic signature of volunteer:	Date signed:
X Jia D Baltazor	10/8/25

CHECKLIST FOR VOLUNTEER COORDINATORS

For all volunteers:

- ☐ Complete volunteer application form and enter information in tracking system.
- ☐ Check personal references using telephone or mail reference check forms.
- ☐ Review Volunteer and Community Engagement Policy Handbook, sections 4000–8000.
- ☐ Select job placement with volunteer. If appropriate, complete background check.
- ☐ Complete Transportation Form 250c (if transporting or performing essential driving duties as an official part volunteer duty description).
- ☐ Review duties with volunteer.
- ☐ Review DFPS Volunteer Guidebook and Work Rules and Standards of Conduct.
- ☐ Review and sign Confidentiality Agreement (Form 251).
- ☐ Arrange on-the-job and formal training, when appropriate.
- ☐ Instruct volunteers to send you hours worked at the end of each month and enter them into the volunteer management site, VOMO.

For volunteers with direct client contact or access:

- ☐ Conduct criminal history and Central Registry check.
- ☐ Instruct volunteer to complete online direct-service trainings and sign Form 0249. The training and forms can be found at https://www.dfps.state.tx.us/Community/Volunteer/training.asp.
- ☐ For volunteer transporters and essentials drivers: Check auto insurance, valid driver license, and driving record, in accordance with Sec. 8600 of VCE Handbook.
- ☐ If the volunteer or intern will have access to any criminal history information, request fingerprinting for an FBI check.

For volunteers selected for computer access (see section 5800 of VCE Handbook):

- ☐ Conduct criminal history and Central Registry check.
- ☐ If the volunteer or intern will have access to any criminal history information, request fingerprinting for an FBI check.
- ☐ Completed Non-DFPS Staff Computer Security Agreement (Form 4047).
- ☐ Schedule volunteer for appropriate computer training.
- ☐ Complete Move/Add/Change (eMac).

SUPERVISOR OR VOLUNTEER COORDINATOR INFORMATION

Supervisor name:	Unit/Location:
Volunteer coordinator name:	Unit/Location:



December 14, 2025

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

The Honorable Williamson County Commissioners,

I am requesting the Commissioner's Court approve the appointment of a new board member, Tia Baltazor of Austin, to the Williamson County Child Welfare Board. If appointed, Mrs. Baltazor will be filling a vacant position whose term expired in September 2025, therefore her initial term would start in January 2026 and run through fiscal year 2028. I have included her application for your review.

Please place this request for approval of Mrs. Baltazor to the WCCWB on your agenda at your earliest convenience.

Please do not hesitate to contact me if you have any questions. Thank you for your continued support, enabling the board to partner with Williamson County and Child Protective Services to serve the children in foster care from Williamson County!

Sincerely,
K.C.

K.C. Bumpas
WCCWB President
kcdb1@earthlink.net
512-350-7070

Texas Department of
Family and Protective Services

Form C-105-0250
Revised July 2021

VOLUNTEER APPLICATION

Purpose: Use this form to apply to volunteer with the Department of Family and Protective Services (DFPS).
Directions: Complete this form and submit it to your local volunteer coordinator in person or via mail or email.
Note: A Social Security number is required to complete this form.

VOLUNTEER INFORMATION

Name (last, first, middle):	Preferred name:	Date of birth:	Place of birth (city, state):
Charlene Danielle May	Charlene	[redacted]	[redacted]

Other names or spellings Used (married, maiden, alias, for example:
First, middle, last
Charlene Danielle Watkins

☐ No Other Names

Current address (street, city, state, ZIP code):	County:
[redacted]	Williamson

Have you had any other residences in Texas in the past two years? ☐ Yes ☑ No If "yes," list them below (street address, city and county, and ZIP code — use an additional sheet if needed):

Have you lived outside Texas in the past 2 years?	Driver license, state, and number:	Social Security number:
☐ Yes ☑ No	[redacted]	[redacted]

Alternate ID #:	Type of alternate ID: ☐ Canadian SIN ☐ Military ID ☐ Passport ☐ Permanent residency card ☐ State photo ID

Home telephone:	Mobile telephone:	Email address:
[redacted]	[redacted]	[redacted]

Gender:	Race (check all applicable):	Ethnicity:
☐ Male ☑ Female	☐ Asian ☐ American Indian/Alaskan Native ☐ Native Hawaiian/Pacific Islander ☐ Black ☑ White ☐ Unable to determine (or none of the above)	☑ Hispanic ☐ Not Hispanic ☐ Unable to determine

Organization represented (if applicable):	Who referred you to DFPS?

Why do you want to volunteer for DFPS?
Would love to help kids out in the community.

Applicable skills:
organizing, computer work

Type of volunteer services preferred:
Any

Are you willing to receive training for another assignment? ☑ Yes ☐ No

EDUCATION (CHECK HIGHEST LEVEL COMPLETED)

☐ Elementary school ☐ Middle school ☐ High school ☐ Vocational training
☐ Some college ☑ College ☐ Graduate school

Interns: ☐ Some college ☑ Undergraduate ☐ Graduate ☐ Post graduate

University:	Date of undergraduate degree:	Date of graduate degree:
Hawaii Pacific University	[redacted]	

ADDITIONAL LANGUAGES

Language	Speak	Read	Write
None	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent
	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent	☐ Fair ☐ Good ☐ Excellent

American Sign Language: ☐ Fair ☐ Good ☐ Excellent ☑ N/A

PREVIOUS VOLUNTEER EXPERIENCE

Organization	Position	Responsibilities

DATE(S) AND TIME(S) AVAILABLE

Days per week: 1	Hours per week: 1-2

Comments:

Open to different hours and days (3-5 hours monthly)

ELECTRONIC SIGNATURE FOR VOLUNTEER AGREEMENT

☑ I understand that I am requesting volunteer placement requiring criminal history and Central Registry checks, and I authorize DFPS to complete these checks.

☑ I authorize DFPS to run an FBI criminal history check, which requires fingerprinting, if my role will have access to criminal history information.

☑ I understand that background checks are conducted on annually for DFPS volunteers. I authorize DFPS to conduct a criminal history and Central Registry check each year that I volunteer with DFPS.

☑ I understand that children in DFPS care have experienced trauma in their lives.

☑ I understand this trauma may manifest itself in extreme behaviors, which include foul language, outbursts, and physical aggression.

☑ I understand that my signature on this Electronic Signature Acknowledgement form is equivalent to my handwritten signature and is legally binding. An electronic signature has the same validity and meaning as my handwritten signature. I will not, at any time, repudiate the meaning of my electronic signature or claim that my electronic signature is not legally binding. I acknowledge and warrant the truthfulness of the information provided in this document.

Electronic signature of volunteer:	Date signed:
X Charlene May Digitally signed by Charlene May Date: 2025.11.18 19:10:29 -06'00'	11/18/25

CHECKLIST FOR VOLUNTEER COORDINATORS

For all volunteers:

☐ Complete volunteer application form and enter information in tracking system.
☐ Check personal references using telephone or mail reference check forms.
☐ Review Volunteer and Community Engagement Policy Handbook, sections 4000–8000.
☐ Select job placement with volunteer. If appropriate, complete background check.
☐ Complete Transportation Form 250c (if transporting or performing essential driving duties as an official part volunteer duty description).
☐ Review duties with volunteer.
☐ Review DFPS Volunteer Guidebook and Work Rules and Standards of Conduct.
☐ Review and sign Confidentiality Agreement (Form 251).
☐ Arrange on-the-job and formal training, when appropriate.
☐ Instruct volunteers to send you hours worked at the end of each month and enter them into the volunteer management site, VOMO.

For volunteers with direct client contact or access:

☐ Conduct criminal history and Central Registry check.
☐ Instruct volunteer to complete online direct-service trainings and sign Form 0249. The training and forms can be found at https://www.dfps.state.tx.us/Community/Volunteer/training.asp.
☐ For volunteer transporters and essentials drivers: Check auto insurance, valid driver license, and driving record, in accordance with Sec. 8600 of VCE Handbook.
☐ If the volunteer or intern will have access to any criminal history information, request fingerprinting for an FBI check.

For volunteers selected for computer access (see section 5800 of VCE Handbook):

☐ Conduct criminal history and Central Registry check.
☐ If the volunteer or intern will have access to any criminal history information, request fingerprinting for an FBI check.
☐ Completed Non-DFPS Staff Computer Security Agreement (Form 4047).
☐ Schedule volunteer for appropriate computer training.
☐ Complete Move/Add/Change (eMac).

SUPERVISOR OR VOLUNTEER COORDINATOR INFORMATION

Supervisor name:	Unit/Location:
Volunteer coordinator name:	Unit/Location:



December 14, 2025

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

The Honorable Judge Shnell and Williamson County Commissioners,

I am requesting the Commissioner's Court approve the appointment of a new board member, Charlene May of Cedar Park, to the Williamson County Child Welfare Board. If appointed, Mrs. May will be filling a vacant position whose term expired in September 2025, therefore her initial term would start in January 2026 and run through fiscal year 2028. I have included her application for your review.

Please place this request for approval of Mrs. May to the WCCWB on your agenda at your earliest convenience.

Please do not hesitate to contact me if you have any questions. Thank you for your continued support, enabling the board to partner with Williamson County and Child Protective Services to serve the children in foster care from Williamson County!

Sincerely,
K.C.

K.C. Bumpas
WCCWB President
kcdb1@earthlink.net
512-350-7070

Commissioners Court - Regular Session **10.**

Meeting Date: 12/30/2025

ESD #3 Reappointment of Stephen Balderas

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Stephen Balderas to the ESD #3 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/16/2025 10:20 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/16/2025 09:56 AM
Final Approval Date: 12/16/2025		

Commissioners Court - Regular Session **11.**

Meeting Date: 12/30/2025

ESD #3 Reappointment of MariClare Gaidsick

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing MariClare Gaidsick to the ESD #3 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/16/2025 10:21 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/16/2025 10:07 AM
Final Approval Date: 12/16/2025		

Commissioners Court - Regular Session **12.**

Meeting Date: 12/30/2025

ESD #3 Reappointment of Todd Robison

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Todd Robison to the ESD #3 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/16/2025 10:23 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/16/2025 10:09 AM
Final Approval Date: 12/16/2025		

Commissioners Court - Regular Session **13.**

Meeting Date: 12/30/2025

ESD #5 Reappointment of Bill Lawson

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Bill Lawson to the ESD #5 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/16/2025 10:29 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/16/2025 10:20 AM
Final Approval Date: 12/16/2025		

Commissioners Court - Regular Session **14.**

Meeting Date: 12/30/2025

ESD #5 Reappointment of Tommy Sladeck

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Tommy Sladeck to the ESD #5 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/16/2025 10:26 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/16/2025 10:10 AM
Final Approval Date: 12/16/2025		

Commissioners Court - Regular Session **15.**

Meeting Date: 12/30/2025

ESD #6 Reappointment of Ted Koy

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Ted Koy to the ESD #6 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/16/2025 10:30 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/16/2025 10:24 AM
Final Approval Date: 12/16/2025		

Commissioners Court - Regular Session **16.**

Meeting Date: 12/30/2025

ESD #10 Reappointment of Dj Jirassek

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Dj Jirassek to the ESD #10 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/16/2025 10:46 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/16/2025 10:36 AM
Final Approval Date: 12/16/2025		

Commissioners Court - Regular Session **17.**

Meeting Date: 12/30/2025

ESD #10 Reappointment of Mark Prinz

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Mark Prinz to the ESD #10 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/16/2025 10:50 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/16/2025 10:39 AM
Final Approval Date: 12/16/2025		

Commissioners Court - Regular Session **18.**

Meeting Date: 12/30/2025

ESD #10 Reappointment of Chad Richter

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

Department: Commissioner Pct. #4

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on reappointing Chad Richter to the ESD #10 board with the term to commence on January 1, 2026, and continue until December 31, 2027.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/16/2025 10:48 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/16/2025 10:38 AM
Final Approval Date: 12/16/2025		

Commissioners Court - Regular Session **19.**

Meeting Date: 12/30/2025

Indigent/Abandoned Burial

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Order for Interment by cremation of the deceased (Marcia Lee Poore) 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 Helping Hands Funeral & Cremation Services to move forward with interment.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Order for Interment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	12/17/2025 08:25 AM
Form Started By: Andrea Schiele		Started On: 12/17/2025 08:18 AM
Final Approval Date: 12/17/2025		

STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

ORDER OF COMMISSIONERS COURT
OF WILLIAMSON COUNTY, TEXAS
AUTHORIZING INTERMENT
OF DECEDENT'S REMAINS
(Marcia Lee Poore)

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:

Marcia Lee Poore (SSN xxx-xx-8201) passed away on November 14, 2025, at the age of 73, at a nursing and rehab facility located in 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 Helping Hands Funeral & Cremation Services is granted authority to cremate the deceased.

Signed and entered this ____ day of December 2025.

_____
Hon. Steve Snell
Williamson County Judge

Commissioners Court - Regular Session **20.**

Meeting Date: 12/30/2025

Amendment to Order for Indigent/Abandoned Burial

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

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take any necessary action to approve an Amendment to the
Order for Interment by cremation of the deceased (Howard Jay Blonder), that was approved on December 16th to correct an error in the date of death.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	12/18/2025 03:38 PM
Form Started By: Andrea Schiele		Started On: 12/18/2025 03:33 PM
Final Approval Date: 12/18/2025		

AMENDMENT TO THE ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMENT OF DECEDENT'S REMAINS

(Howard Jay Blonder)

THIS AMENDMENT TO THE ORDER OF COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS AUTHORIZING INTERMENT OF DECEDENT'S REMAINS ("Amendment") is made and entered into by and between Williamson County, Texas.

RECITALS

WHEREAS the Williamson County Commissioners Court approved an Order of Interment for Howard Jay Blonder ("Order") on December 16, 2025.

WHEREAS, it has become necessary to amend the Order to fix an error regarding the date of death;

NOW, THEREFORE, the Order is amended as follows:

AGREEMENTS

1. The date of death shall be amended to be December 6, 2025.

2. All other terms of the Order which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, this Amendment shall be effective as of the date of the Presiding Officer's execution hereof.

WILLIAMSON COUNTY

By:_____

Printed Name: Steve Snell

Title: As Presiding Officer,
Williamson County Commissioners Court

Date: December 30, 2025

Commissioners Court - Regular Session **21.**

Meeting Date: 12/30/2025

Foreign Trade Zone Application - Applied Materials

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 a letter regarding the Foreign Trade Zone application of Applied Materials.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Letter

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst. (Originator)	Delia Colon	12/18/2025 08:50 AM
Form Started By: Andrea Schiele		Started On: 12/18/2025 08:42 AM
Final Approval Date: 12/18/2025		

Steven Snell
Williamson County Judge
710 Main Street, Georgetown, TX 78626
512.943.1550
Cty.judge@wilcotx.gov

December 30, 2025

Elizabeth Whiteman
Executive Secretary
Foreign-Trade Zones Board
U.S. Department of Commerce
1401 Constitution Ave., NW., Room 21013
Washington, DC 20230

RE: Application for FTZ Designation of Applied Materials, Inc.

Dear Ms. Whiteman,

I am writing regarding the Foreign Trade Zone of Central Texas, Inc.'s sponsorship of Applied Materials, Inc.'s application to designate 10000 Spectrum, Austin TX 78717, which is within a site in Williamson County and Williamson County FM/RD districts. We understand that imported inventory and inventory held for export at the site will be exempt from ad valorem tax and we have no objection to foreign trade zone designation at the aforementioned site.

Sincerely,

Steve Snell
County Judge
Williamson County, Texas

Commissioners Court - Regular Session **22.**

Meeting Date: 12/30/2025

Poke'Con Litigation

Submitted By: Hal Hawes, General Counsel

Department: General Counsel

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action to request and authorize the Williamson County Attorney's Office to file a lawsuit against Cards & More Tour, Collectible Events Group LLC, ZenBusiness Inc., CKM Group Inc., CKM Group LLC, and/or any other responsible parties relating to the nonpayment of fees for use of the Williamson County Exposition Center; and take any other necessary actions to prosecute the claims of Williamson County, Texas relating thereto.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/17/2025 02:06 PM
Form Started By: Hal Hawes		Started On: 12/17/2025 12:52 PM
Final Approval Date: 12/17/2025		

Commissioners Court - Regular Session **23.**

Meeting Date: 12/30/2025

Public Hearing Justice Complex

Submitted For: Rebecca Clemons **Submitted By:** Becky Pruitt, County Manager

Department: County Manager

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action on setting a Special Session of the Williamson County Commissioners Court to be held on January 15, 2026, at 5 P.M. at 3189 SE Inner Loop Dr, Georgetown, TX 78626 and February 18, 2026, at 5 P.M. at 3189 SE Inner Loop Dr, Georgetown, TX 78626 to discuss, consider, and receive public comments relating to the future Williamson County Justice Complex.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/18/2025 03:24 PM
Form Started By: Becky Pruitt		Started On: 12/18/2025 03:08 PM
Final Approval Date: 12/18/2025		

Commissioners Court - Regular Session **24.**

Meeting Date: 12/30/2025

Approval of second and FINAL renewal of contract #T4960 with Holmes Murphy Associates, LLC for Benefits Broker Consultant Services for the Human Resources Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take action on approving the second and final renewal of contract #T4960 with Holmes Murphy Associates, LLC for Benefits Broker Consultant Services for the Human Resources Department with the original contract approved on December 15, 2020, under Agenda Item #25, and the renewal extending the contract for one year at the new rate of $93,712.50 as approved in the contract and Benefits Budget, and authorize the execution of the agreement.

Public Background

This is the second and final renewal of Contract #T4960 between Williamson County and Holmes Murphy Associates, LLC for Benefits Broker Consultant Services for the Human Resources Department. The original agreement was approved on December 7, 2021, under Agenda Item #49. The contract term included three years (January 1, 2022 – December 31, 2024) with two one-year renewal options. The final renewal period is January 1, 2026 – December 31, 2026, at the new rate of $93,712.50, as approved in the Benefits Budget. A Request for Proposal (RFP) will be issued in 2026 for a new contract beginning January 1, 2027. The price increase is in the outlined original contract. The Benefits Department requested this renewal and confirmed that the vendor has met all County requirements. The funding source is 01.0885.0886.004100, and the point of contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal 2 Final

Renewal 1

Original Service Agreement

1295 document

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/18/2025 09:48 AM
Form Started By: Cheryl Johnson		Started On: 12/09/2025 12:26 PM
Final Approval Date: 12/18/2025		

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract
Price Amendment

Contract Number:	T4960	**Department:**	Human Resources/ Benefits
Vendor Name:	Holmes Murphy & Associates, LLC		
Purpose/Intended Use of Product or Service (summary):			
FINAL-Second year renewal-Benefits Broker Consultant			
Type of Contract:	RFP	**Start Date:**	January 01, 2026
Purchasing Contact:	Cheryl Johnson	**End Date:**	December 31, 2026,
Department Contact:	Shelley Loughrey/Allen Frederick		

- **Williamson County wishes to extend this bid/proposal with a price increase (as detailed in the attached spreadsheet), but with the same terms and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.
  -

Renewal Option Period 2--- January 01, 2026, through December 31, 2026
Renewal Option Period 1--- January 01, 2025, through December 31, 2025
Initial Contract Period---- December 07, 2021, through December 31, 2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Holmes Murphy & Associates
Name David Gibson
Title Vice President
Signature David Gibson
Date 12/10/25

Williamson County, 710 Main St., Georgetown, TX 78626
Williamson County Authorized Signature
Signature _____
Date _____

Contract #T4960 Benefits Broker and Consultant

Description	Annual Consultant Fee
FY 22-FY24	$85,000.00
FY 25	$89,250.00
FY 26	$93,712.50

WILCO PURCHASING

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	T4960	**Department:** .	Human Resources
Vendor Name:	Holmes Murphy & Associates, LLC		
Purpose/Intended Use of Product or Service (summary):			
Renewal #1 Benefits Broker Consultant			
Type of Contract:	RFP	**Start Date:**	01 Jan 2025
Purchasing Contact:	Cheryl Johnson	**End Date:**	31 Dec 2025
Department Contact:	Shelley Loughrey		

Williamson County wishes to extend this bid/proposal for the same terms, and conditions as the existing contract but with a price increase (see attached documentation)

- **PLEASE INCLUDE THE FOLLOWING:**
  - **COMPLETED 1295 FORM;**
  - **RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.**
  - **DOCUMENTATION SUBSTANTIATING THE INCREASE.**

- **EXTEND CONTRACT FOR THE 1ST OF THE TWO (2) RENEWAL OPTION PERIODS**

Renewal Option Period 1---- 01 Jan 2025- 31 Dec 2025
Initial Contract Period ------07 Dec 2021- 31 Dec 2024

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Holmes Murphy
Name David Gibson
Title Vice President
Signature David Gibson
Date 8/1/24

Williamson County, 710 Main St., Georgetown, TX 78626
Bill Gravell, Jr
Williamson County Judge
Signature Bill Gravell Jr. Bill Gravell (Aug 28, 2024 10:40 CDT)
Date Aug 28, 2024

Contract #T4960 Benefits Broker and Consultant	
Description	**Annual Consultant Fee**
FY22 - FY24	$85,000.00
FY25	$89,250.00

DGibson@holmesmurphy.com
www.holmesmurphy.com

===== Privacy Statement =====

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===== Legal Statement =====

Nothing contained herein shall be construed as or constitute legal or tax advice. You have the right to, and should seek the advice of tax or legal counsel at your own expense. Third Party information contained in these materials have been compiled and obtained from sources believed to be reliable and credible but no representation or warranty, express or implied, is made by Holmes Murphy, or any of its subsidiaries or affiliates, as to their accuracy or completeness.

==========

Please be advised: Coverage cannot be bound without the acknowledgment of a licensed staff member.
Corporate Address: 2727 Grand Prairie Parkway, Waukee, IA 50263

From: Cheryl Johnson <cheryl.johnson@wilco.org>
Sent: Thursday, August 01, 2024 2:26 PM
To: David Gibson <DGibson@holmesmurphy.com>
Cc: Shelley Loughrey <sloughrey@wilco.org>; Purchasing Contracts <purchasing.contracts@wilco.org>
Subject: FW: Benefits Broker and Consultant-Holmes Murphy & Associates, LLC-T4960

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, Mr. Gibson

After reviewing the contract for Benefits Broker and Consultant-Holmes Murphy & Associates, LLC-T4960, I have found that it is due for renewal. The current expiration date for this contract is 31 Dec 2024. Shelley has informed us that there has been an approved increase in the annual contract amount to $89,250.00. Please confirm via this message if you would like to renew this contract with the County by completing the attached Renewal Form, Form 1295 (see attached), and providing an updated Certificate of Insurance (if applicable), and documentation substantiating the increase.

Please do so at your earliest convenience.

Warmest regards,

Cheryl Johnson
Contract Specialist
office: 512.943.1478
cheryl.johnson@wilco.org
100 Wilco Way, Georgetown, TX 78626
www.wilcotx.gov

From: Cheryl Johnson <cheryl.johnson@wilco.org>
Sent: Thursday, July 25, 2024 12:07 PM
To: Shelley Loughrey <sloughrey@wilco.org>
Cc: Purchasing Contracts <purchasing.contracts@wilco.org>
Subject: Benefits Broker and Consultant-Holmes Murphy & Associates, LLC-T4960

Good morning,

After reviewing the contract Benefits Broker and Consultant-Holmes Murphy & Associates, LLC-T4960. I have found that it is due for renewal. The current expiration date for this contract is 31 Dec 2024. Do you intend to renew it? I will contact the vendor if so.

Please let me know if you have further questions.

Warmest regards,

Cheryl Johnson
Contract Specialist
office: 512.943.1478
cheryl.johnson@wilco.org
100 Wilco Way, Georgetown, TX 78626
www.wilcotx.gov


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Agenda Item #32, CC 08.27.2024, Approval of Renewal 1 Contract T4960 Benefits Broker and Consultant (Cheryl)

Final Audit Report 2024-08-28

Created:	2024-08-26
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtGdeRB0N2L2tYz-zLe3OcPjXbFWmls2H

"Agenda Item #32, CC 08.27.2024, Approval of Renewal 1 Contract T4960 Benefits Broker and Consultant (Cheryl)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-08-26 - 2:17:06 PM GMT- IP address: 66.76.4.65

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-08-26 - 2:17:48 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-27 - 3:39:01 PM GMT- IP address: 66.76.4.65

Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-08-27 - 3:39:25 PM GMT- IP address: 66.76.4.65

Document emailed to Bill Gravell (bgravell@wilco.org) for signature
2024-08-27 - 3:39:26 PM GMT

Email viewed by Bill Gravell (bgravell@wilco.org)
2024-08-28 - 3:40:28 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-08-28 - 3:40:37 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-08-28 - 3:40:37 PM GMT

Powered by Adobe Acrobat Sign

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

FIRST ADDENDUM FOR AGREEMENT BETWEEN WILLIAMSON COUNTY AND HOLMES MURPHY & ASSOCIATES, LLC REGARDING SOLICITATION #T4960 RFP BENEFITS BROKER CONSULTANT (HR DEPARTMENT)

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, and the Texas Health & Safety Code.

THIS ADDENDUM TO THE CONSUTLING AGREEMENT is made and entered into by and between **Williamson County, Texas** (hereinafter "County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Holmes Murphy & Associates, LLC** (hereinafter "Consultant"). County agrees to continue engaging Consultant as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

A. Williamson County Solicitation #T4960 RFP (Benefits Broker Consultant), including attachment(s):
B. Consultant's Proposal, including attachment(s); and
C. This Williamson County Addendum.

II.

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

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

WILLIAMSON COUNTY:

Bill Gravell (Dec 8, 2021 09:40 CST)

Authorized Signature
Date: Dec 8, 2021, 2021

CONSULTANT:

Authorized Signature
Date: 10/15, 2021

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:
2025-1383193

Date Filed:
10/30/2025

Date Acknowledged:
10/31/2025

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

Holmes Murphy & Associates - Dallas, TX
Dallas, TX United States

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

Williamson County

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

T4960
Benefits Broker and Consultant

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 _____, _____, _____, _____, _____.
(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:
2025-1383193

Date Filed:
10/30/2025

Date Acknowledged:

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

Holmes Murphy & Associates - Dallas, TX
Dallas, TX United States

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

Williamson County

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

T4960
Benefits Broker and Consultant

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 [redacted]

My addres [redacted]

I declare [redacted]

Executed [redacted]

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **25.**

Meeting Date: 12/30/2025

Tax Collection Agreement

Submitted For: Larry Gaddes

Submitted By: Mary Greenway, County Tax Assessor Collector

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Discuss, consider and take appropriate action to approve the Tax Collection Agreement between Williamson County, Texas and the City of Taylor, Texas. For billing and collections services related to Park 79 Commerce PID.

Public Background

Under provisions of Texas Government Code Section 791.001 and Texas Property Tax Code Section 6.21, the County, through its Tax Assessor/Collector, shall serve as the Tax Collector for the Jurisdiction for ad valorem tax purposes for those properties stated in the Tax Collection Agreement. The original documents of the Tax Collection Agreement with the Williamson County Municipal Utility District No. 19D require the County Judge's signature as well as the County Tax Assessor/Collector. The original documents have been signed by the County Tax Assessor/Collector and are being sent via interdepartmental mail to the County Judge's office indicating the location for his signature. Please return all signed original documents to the Tax Assessor/Collector's office for further distribution.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Tax Collection Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2025 12:14 PM
Form Started By: Mary Greenway		Started On: 12/19/2025 12:06 PM
Final Approval Date: 12/19/2025		

AGREEMENT BETWEEN WILLIAMSON COUNTY, TEXAS AND THE CITY OF TAYLOR, TEXAS FOR BILLING AND COLLECTION SERVICES RELATED TO PARK79 COMMERCE PUBLIC IMPROVEMENT DISTRICT

This agreement (the "Agreement") is between Williamson County, Texas (the "County"), a political subdivision of the State of Texas, and the City of Taylor, Texas (the "City"), a home-rule municipality located within the territory of the County, for billing and collection services related to Park79 Commerce Public Improvement District (the "District") authorized and administered by the City.

RECITALS

A. The City authorized the District, effective on November 16, 2023, by a majority vote of all members of its City Council adopting a resolution (Resolution No. R23-43) in accordance with the City Council's findings as to the advisability of the planned services and improvements, pursuant to Section 372.010 of the Texas Public Improvement District Act (the "PID Act") (Tex. Local Gov't Code Secs. 372.00 l to 372.026). The City, may, in the future, over time and from time to time, alter the boundaries of the District, and this Agreement will remain in force until terminated.

B. The City shall adopt assessment plans apportioning the cost of the planned services and improvements among the parcels of real property in the District and prepare a proposed assessment roll stating the amount of the assessment due from each such parcel (the "Assessments") pursuant to Sec. 372.016 of the PID Act. The City shall publish and mail the required notices and hold a public hearing, hear and pass on all objections to a proposed Assessment, and by ordinance levy the Assessments against such parcels as a special assessment on the property in accordance with Sec. 372.017 of the PID Act, providing in the ordinance that the Assessments may be paid in annual installments.

C. The City and the County find that it is in the mutual interest of the citizens of the City and the County for the City to contract with the County to perform the duties related to the billing and collection of the of the Assessments, as authorized by Sec. 372.0175 of the PID Act and pursuant to the Intergovernmental Cooperation Act (Tex. Gov. Code, Chapter 791).

D. Except as otherwise provided herein, the term "Assessment" as used in this Agreement shall refer to both the full apportioned cost of the planned services and improvements due from each parcel according to the assessment roll and the annual installments due from each parcel, whether fixed or determined annually.

AGREEMENT

Therefore, in consideration of the mutual promises stated herein, the County and the City agree as follows:

1. **Agreement for Billing and Collection of Installments of Assessments.** Beginning on the Effective Date (defined below) and continuing until the Agreement is terminated pursuant to its terms, the City authorizes the County exclusively, acting through the Williamson County Tax Assessor-Collector (the "Tax Assessor-Collector"), to bill and collect the annual installments of the Assessments and to represent the City for all purposes related to the billing and collection of such installments, except as stated below. The County agrees to perform for the City all of the duties of the City related to the billing and collection of the installments provided in the assessment plan and Texas law. The County further agrees to send monthly collection reports to the City, prepare tax certificates, develop and maintain delinquent assessment rolls for the City, and provide copies of all records related to the services that the County provides under this Agreement. The County agrees to obtain a surety bond for the County's Tax Assessor-Collector to assure proper performance of the duties of the County under this Agreement. Such bond shall be payable to the County in the sum of $100,000.00 unless state statutes require a larger sum and shall be executed by a solvent surety company.

2. **Exclusions**. This Agreement will not include billing or collection of the following:

2.1 Assessments in amounts other than annual installments; and

2.2 Any installments of the Assessments that are for years for which the tax lien on the property has been transferred by the County to a transferee at the request of the owner according to Texas Tax Code Sec. 32.06; and

2.3 Any Assessments on property for which the owner has deferred collection of the property taxes on the property as allowed by Texas Tax Code Sec. 33.06 or 33.065.

The billing and collection of the foregoing excluded Assessments will remain the responsibility of the City.

3. **Term of Agreement**. The term of this Agreement will begin on the latest date accompanying the signature lines of the duly authorized representatives of the parties on this Agreement (the "Effective Date") and will terminate on the date that is one (1) year after the Effective Date (the "Initial Term"), unless renewed and extended as provided below. After the Initial Term, this Agreement will be automatically renewed and extended for an additional one (1) year term unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) calendar days before the end of the Initial Term. If the Agreement is renewed and extended after the Initial Term, thereafter it will be renewed and extended automatically for succeeding one (1) year terms unless a party terminates the Agreement by giving written notice of termination to the other party not later than ninety (90) days before the end of then-current term. If a written notice of termination is given, the Agreement will nevertheless remain in effect for the remainder of the term in which the notice is given and will remain in effect thereafter with respect to any Assessment for which a suit to foreclose the assessment lien was been filed prior to such termination, until the suit is dismissed or a sale of the property to carry out the foreclosure has occurred, and the proceeds have been collected.

4. **Assessment Data**. Each year during the term of this Agreement, on or before September 1, the City will provide to the Tax Assessor-Collector the amount of the annual installment due for that year on the Assessment against each tract of real property in the District except tracts that are exempt. The data will be provided to the Tax Assessor- Collector electronically in a format that is compatible with the format of the County's property tax records. The Tax Assessor-Collector will provide no less than ninety (90) days' notice to the City of any required format change in the electronic file. The City will notify the Tax Assessor-Collector of any adjustments of the annual installments and will be responsible for paying any refunds that result from such adjustments. The City will not provide the Tax Assessor-Collector with the total amounts of the Assessments, and the County will not be responsible for the billing or collection of the Assessments other than in annual installments. Determining exemptions, calculating the amounts

of the annual installments, computing the cumulative balances of the Assessments, and any collection of the Assessments other than in annual installments will remain the responsibility of the City. The calculation of annual installments will be based on the ownership defined by the current tax appraisal roll of the Williamson Central Appraisal District ("WCAD") for the year of the installments. If the City fails to provide the Assessments to the Tax Assessor-Collector by September 15 of the Initial Term or any renewed term of this Agreement, the Agreement may be terminated by the County upon written notice to the City according to Section 12 below. The initial delivery of data by the City to the Tax Assessor-Collector will also include a record of all payments made on the Assessments during the preceding five (5) years. The Tax Assessor Collector will make available to the City a continuous on-line disbursement report summarizing the payments collected.

5. **Billing of Assessments**. The Tax Assessor-Collector will bill the annual installments of the Assessments to the property owners by including the amount of the installment as a line item in the consolidated property tax bill mailed by the Tax Assessor-Collector to each owner of real property in the District. The bills will be mailed about October 1 of each year or as soon thereafter as practicable. Each tax bill that includes a line item for an installment of an Assessment will also include a statement in substantially the following language: "Assessments of public improvement districts are not taxes but are collected by the Williamson County Tax Office under an agreement with the municipality."

6. **Collection of Assessments**. The Tax Assessor-Collector will collect the installments of the Assessments and remit the amount collected to the City daily by electronic funds transfer, after deducting the amount due to the County as billing and collection fees, as provided in Section 10 below. The Tax Assessor-Collector and private legal counsel contracted by the County for the collection of delinquent property taxes will also collect any delinquent installments of the Assessments, including filing suits for foreclosure of the lien securing the Assessments provided in Sec. 372.018 of the PID Act. All of the terms of Sec. 372.018 of the PID Act and all of the provisions of the Texas Tax Code with respect to payment, refunds, delinquency, penalties and interest, waiver of penalties and interest, costs and expenses of collection, attorney's fees, personal liability, installment payment of delinquent amounts, suits, lien foreclosure, limitation of

collection, redemption, and other matters related to the collection of property taxes will also apply to the collection of the installments of the Assessments, except that the provisions of Texas Tax Code Sec. 32.06 on property tax loans and the transfer of tax liens, and Texas Tax Code Secs. 33.045, 33.06, and 33.065 on the deferral of collection of property taxes on certain residential homesteads will not apply. Billing and collection of the installments of Assessments on property for which the tax lien has been transferred to a transferee or that is subject to such deferral of collection of taxes will remain the responsibility of the City, as provided in Section 2 above. Any partial collection of delinquent taxes and delinquent installments of Assessments will be divided pro-rata among the entities imposing the taxes and the Assessments without preferring one entity over another. During the term of this Agreement, only the Tax Assessor-Collector will collect the installments of the Assessments. If any payments are received by the City for amounts billed by the Tax Assessor-Collector on the City's behalf, they will be remitted to the Tax Assessor-Collector. The City will notify the Tax Assessor-Collector if any Assessment is prepaid to the City, in full or in part.

7. **Notice to Property Owners**. If the City has not done so before the Effective Date, then after the Effective Date and prior to the mailing by the County of the first bills for annual installments of the Assessments, the City will ensure that each owner of property in the District, except exempt property, is notified by first class mail that the subsequent installments of the Assessment on the owner's property will be billed by and paid to the Tax Assessor-Collector until the owner is notified that this Agreement is terminated.

8. **Foreclosure Suits.** The City hereby agrees and expressly authorizes the County to contract on the City's behalf with private legal counsel for the collection of the delinquent installments of an Assessment, said private counsel being the same contracted by the County for the collection of delinquent property taxes. The maturity of the subsequent installments will not accelerate following a default in payment. The County and its private legal counsel will control the filing and conduct of foreclosure suits, with advice from the City. Attorney's fees, costs, and expenses of collection that are collected after the filing of a suit for foreclosure will be retained by the County in addition to the billing and collection fees provided in Section 10 below. If a suit is filed for a delinquent installment of an Assessment and delinquent taxes on the property and the suit

results in an order for foreclosure of the assessment lien and the tax lien, the City recognizes that the ad valorem tax lien is superior to the assessment lien, according to Sec. 372.018(b)(2) of the PID Act. Furthermore, the lien runs with the land, and that portion of the assessment that has not yet come due is not eliminated by foreclosure of an ad valorem tax lien, according to Section 372.018(d).

9. **No Third-Party Beneficiaries.** Nothing in this Agreement is intended to benefit a third-party beneficiary. The County and the City will act independently in carrying out their respective obligations under this Agreement, and neither the County nor the City assumes any responsibility to a third party in connection with this Agreement.

10. **Billing and Collection Fees.** As fees for the billing and collection services provided under this Agreement, the following provisions apply:

10.1 The City agrees to pay the County an annual fee for each parcel or tract of land in the District that is billed for the installment of an Assessment in an amount to be set annually by the Tax Assessor-Collector. The parcel fee for the billing and collection of the installments shall not exceed the parcel fee set for the year by the tax Assessor-Collector for the billing and collection by the Tax Assessor-Collector of property taxes for the City. The City agrees that the Tax Assessor Collector may deduct the amount of the parcel fee from the amount of the first installments collected prior to the remittance of the collections to the City. The parcel fee will be retained by the Tax Assessor-Collector to defray the costs of billing and collection.

10.2 Should the County subsequently expect to incur any actual additional costs related to discharging its duties under this Agreement such as costs required to modify software or comply with new legal requirements associated with collecting the Assessments, the County shall provide written notice to the City of the proposed additional costs (which notice must include documentation of the proposed actual additional costs). The City shall be allowed ninety (90) days to review the proposed additional actual costs and either agree to pay the County or give notice to terminate this Agreement.

11. **Entire Agreement.** This Agreement sets out the entire agreement between the County and the City with respect to the billing and collection of the Assessments and supersedes all

previous negotiations, representations, and agreements, whether written or oral. This Agreement may be amended only by a written instrument executed by the representatives of the County and the City authorized by their respective governing bodies.

12. **Notices**. Any notice that a party is required or permitted to give under this Agreement will be in writing and mailed by first class mail to the address of the other party shown below or to such other address of which the other party may notify the party in writing.

The County: Williamson County Tax Office
Attn: Williamson County Tax Assessor-Collector
904 S. Main Street
Georgetown, Texas 78626

The City: City of Taylor
Attn: Brian LaBorde - City Manager
400 Porter Street
Taylor, TX 76574

13. **Limited Liability**. The County will not be liable to the City for any failure to collect the installments of the Assessments. And the Tax Assessor-Collector will not be liable to the City for any failure to collect the installments of the Assessments unless such failure is the result of the Tax Assessor-Collector's failure to perform the duties imposed on him or her by law or this Agreement. The Tax Assessor-Collector will not be liable to the City for any failure to collect the installments if the Tax Assessor-Collector's failure to perform the duties imposed by law or this Agreement was due to circumstances beyond the Tax Assessor-Collector's control. In executing this Agreement, neither the County nor the City intends to waive or will be deemed to waive any immunity or defense that would otherwise be available to it against claims arising from the exercise of governmental powers and functions.

14. **Applicable Law**. This Agreement will be governed, interpreted, and enforced according to the laws of the State of Texas. The terms of the Agreement are severable. If any term or provision is held to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect.

15. **Persons Bound**. This Agreement is binding on the parties and their respective successors and assigns.

16. **Venue**. All obligations under this Agreement are performable in Williamson County, Texas. The venue for any suit over a dispute based on or arising out of this Agreement will be in Williamson County, Texas.

17. **Party Representatives.** The County designates the Tax Assessor-Collector to represent the County, and the City designates the City of Taylor Finance Director to represent the City for all purposes related to this Agreement.

18. **Authorization.** The undersigned representatives of the County and the City warrant that they are duly authorized by the governing bodies of their respective political subdivisions to execute this Agreement on behalf of the parties.

[The remainder of this page is intentionally left blank.
Signature pages and acknowledgements follow on separate pages.]

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

Executed _____, 2025.

COUNTY OF WILLIAMSON

_____
Steven Snell, County Judge
County of Williamson

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

_____
Dwayne Ariola, Mayor
City of Taylor

ATTEST:

_____
Lucy Aldrich, City Clerk
City of Taylor

Commissioners Court - Regular Session **26.**

Meeting Date: 12/30/2025

Subaward Amendment for Wilco Transformative Justice Program

Submitted By: John Pelczar, Juvenile Services

Department: Juvenile Services

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving a Federal Demonstration Partnership (FDP) Subaward Amendment for the Wilco Transformative Justice Project (Award No. M2401563) relating to a Subaward Agreement between Williamson County, Texas and Texas A&M University.

Public Background

The performance period end date for this grant will be extended from September 30, 2025 to December 31, 2025. This No Cost Extension (NCE) amendment is issued solely for administrative closeout purposes. All other terms and conditions of the original Subaward Agreement remain in full force and effect.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Subaward Amendment

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/11/2025 09:14 AM
Form Started By: John Pelczar		Started On: 12/10/2025 06:18 PM
Final Approval Date: 12/11/2025		

FDP Subaward Amendment

Awarding Agency	Department of Justice	Amendment No	1
PTE/Prime Award No.	15PBJA-22-GK-04587-MUMU	Subaward No	M2401563

Pass-Through Entity (PTE)		Subrecipient
County of Williamson	Entity Name	Texas A&M University
jpelczar@wilco.org	Contact Email	awards@tamu.edu
Steven Snell	Principal Investigator	George Naufal

Project Title: Wilco Transformative Justice

Cumulative Budget Period(s) (Agreement Start Date)	(End Date of Latest Budget Period)	Amount Funded This Action	Total Amount of Funds Obligated to Date
Start Date: 10/01/2022	End Date: 12/31/2025	$ 0.00	$ 79,998.00

Subrecipient Cost Share	Subject to FFATA	Subrecipient UEI (Unique Entity Identifier - May leave blank if unchanged from prior Agreement)
☐	■	

Amendment(s) to Original Terms and Conditions

This Amendment revises the above-referenced Subaward Agreement as follows:

The performance period end date is extended from September 30, 2025 to December 31, 2025.

This No Cost Extension (NCE) amendment is issued solely for administrative closeout purposes. All research activities have been completed and the Principle Investigator has submitted the final research report to Wiliamson County, fulfilling all deliverables.

All other terms and conditions of the original Subaward Agreement remain in full force and effect.

Carryover is **Not Applicable**

For clarity: all amounts stated in this amendment are in United States Dollars.

All other terms and conditions of this Subaward Agreement remain in full force and effect.

By an Authorized Official of PTE:		By an Authorized Official of Subrecipient:	
Date		Travis Young	Dec 8, 2025
Name	Steven Snell	Name	Travis Young, Ph.D.
Title	County Judge	Title	Associate Director | Sponsored Research Services

kp

Commissioners Court - Regular Session **27.**

Meeting Date: 12/30/2025

Approval of Addendum to the MSA Contract #2026-91 to Lexipol LLC for Grant Writing for Emergency Services

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving the Addendum to the Master Service Agreement #2026-91 with Lexipol LLC, for Grant Writing, pursuant to Sourcewell Contract #011822-LXP, for Emergency Services, in the amount of $73,750.00, and authorize execution of this agreement.

Public Background

This Approval of Addendum to Master Service Agreement #2026-91, attached, is between Williamson County and Lexipol LLC for Grant Writing, pursuant to Sourcewell Contract #011822-LXP, for Emergency Services. The funding Source is 01.0100.0583.004100, the Origination ID #4201 and the Point of Contact is Damaris Morales.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Addendum to MSA Contract #2026-91 with Lexipol REDACTED

1295 Lexipol REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/18/2025 08:49 AM
Form Started By: Vickie Johnson		Started On: 12/17/2025 03:08 PM
Final Approval Date: 12/18/2025		

Docusign Envelope ID: 8DB2B84A-8E78-49CB-A34C-9349C21D633E

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM TO THE MASTER SERVICE AGREEMENT WITH LEXIPOL, LLC (Quote [redacted])

The underlying County Addendum (the "Addendum") to the Master Service Agreement ("Agreement"), between Lexipol, LLC ("Lexipol") and Williamson County, Texas ("Agency" or "The County") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, this Addendum shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the following terms and conditions of this Addendum shall control:

1. **Incorporated Documents:** This Addendum constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

   - This Addendum and
   - Lexipol's Master Service Agreement [redacted], attached hereto.

2. **Effective Date and Term:** This Contract shall begin January 01, 2026 and shall continue through December 31, 2027, unless terminated sooner pursuant to the terms of the Agreement, when signed by all parties. This Agreement shall not automatically renew at the end of the term.

3. **Termination for Convenience.** The County may terminate this Agreement for convenience and without cause or further liability upon thirty (30) days written notice to Lexipol. In the event of such termination, it is understood and agreed that only the amounts due to Lexipol for goods, commodities and/or services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for The County's termination of this Agreement for convenience.

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4. **No Indemnification by The County.** Lexipol acknowledges and agrees that under the Constitution and the laws of the State of Texas, The County cannot enter into an agreement whereby The County agrees to indemnify or hold harmless any other party, including but not limited to Lexipol; therefore, all references of any in this Agreement to The County indemnifying, holding or saving harmless any other party, including but not limited to Lexipol, for any reason whatsoever are hereby deemed void and deleted.

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

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

7. **The County's Right to Audit.** Lexipol agrees that The County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Lexipol which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Lexipol agrees that The County shall have access during normal working hours to all necessary Lexipol 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 Lexipol reasonable advance notice of intended audits.

8. **Non-Appropriation and Fiscal Funding.** The obligations of The County under this Agreement do not constitute a general obligation or indebtedness of The County for which The County is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The County shall have the right to terminate this Agreement at the end of any County's fiscal year if the governing body of The County does not appropriate sufficient funds as determined by The County's budget for the fiscal year in question. The County may effect such termination by giving written notice of termination to Lexipol at the end of its then-current fiscal year to be effective as of the last day of The County's fiscal year.

9. **Payment, Interest and Late Payments.** The County's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date 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

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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.

In the event that an error appears in an invoice submitted by Lexipol, The County shall notify Lexipol of the error not later than the twenty first (21st) day after the date The County receives the invoice. If the error is resolved in favor of Lexipol, Lexipol shall be entitled to receive interest on the unpaid balance of the invoice submitted by Lexipol beginning on the date that the payment for the invoice became overdue. If the error is resolved in favor of The County, Lexipol shall submit a corrected invoice that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice is not paid by the appropriate date.

10. **General Insurance Requirements.** This provision shall apply in the event insurance is required under the Agreement. **"Williamson County, Texas" and its directors, officers and employees shall be added as additional insureds** under the general liability and auto liability coverages of required policies, and on those policies where The County, its directors, officers and employees are additional insureds, such insurance shall be primary, and any insurance maintained by The County shall be excess and not contribute with it. Such policies shall also include waivers of subrogation in favor of The County. 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. Lexipol shall furnish The County with a certification of coverage issued by the insurer. Lexipol shall not cause any insurance to be canceled nor permit any insurance to lapse. **In addition to any other notification requirements set forth hereunder, Lexipol shall also notify The 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.**

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

12. **Sales and Use Tax Exemption.** The County is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by The County. Exemption certificates will be provided to contractors and suppliers upon request.

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13. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that The 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 The County as to whether or not the same are available to the public. It is further understood that The County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that The 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 The County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

14. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

15. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

LEXIPOL, LLC

DocuSigned by:

By: Jan Roos
E06AE53CE2B942A...

Printed Name: Jan Roos

Title: VP & General Counsel

Date: December 10th, 2025

WILLIAMSON COUNTY, TEXAS

By: _____

Title: As Presiding Officer, Williamson Commissioners Court

Date: _____ ____, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Dec 17 2025 **Time:** 2:11 pm

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Dec 12 2025 **Time:** 8:31 am

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[redacted]

LEXIPOL

MASTER SERVICE AGREEMENT

Initial Term Start Date: 01/01/2026

Initial Term End Date: 12/31/2026

Account Executive Information

Carrie Schneider
Senior Account Executive
cschneider@lexipol.com

Lexipol LLC
2611 Internet Blvd., Ste. 120
Frisco, Texas 75034

Agency Information

[redacted]

This Master Service Agreement (the “Agreement”) is entered into by and between Lexipol, LLC, a Delaware limited liability company ("Lexipol"), and the department, entity, or organization referenced above ("Agency").

This Agreement consists of:

(a) this **Cover Sheet**
(b) **Exhibit A** - Selected Services and Associated Fees
(c) **Exhibit B** - Description of Services
(d) **Exhibit C** - Terms and Conditions of Service

Each individual signing below represents and warrants that they have full and complete authority to bind the party on whose behalf they are signing to all terms and conditions contained in this Agreement.

Williamson County Emergency Services		**Lexipol, LLC**	
Signature:	_____	Signature:	_____
Print Name:	_____	Print Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____	Date Signed:	_____

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[redacted]

Exhibit A

SELECTED SERVICES AND ASSOCIATED FEES

Agency is purchasing the following:

Order Summary

001 Year 1						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	GAP LocalGov - Tier 2	$15,000.00	5%	$750.00	$0.00	$14,250.00
4	Full Application Assembly + Grant Writing	$4,802.63	5%	$960.53	$0.00	$18,250.00
			Discount:	$1,710.53	Subtotal:	$32,500.00

002 Year 2						
Qty	Description	Unit Price	Disc (%)	Disc Amount	Tax Amount	Extended
1	GAP LocalGov - Tier 2	$15,000.00	5%	$750.00	$0.00	$14,250.00
6	Full Application Assembly + Grant Writing	$4,736.84	5%	$1,421.05	$0.00	$27,000.00
			Discount:	$2,171.05	Subtotal:	$41,250.00

Discount:	$3,881.57
Subtotal:	$73,750.00
Tax:	
Total Due:	$73,750.00

Discount Notes

includes 5% Sourcewell Discount

Lexipol Sourcewell Contract # 011822-LXP

Notes

GAP Retainer Services Includes (2-year agreement):
- GrantFinder: up to 5 annual user subscriptions
- Grants Planning Session
- Custom Grant Research
- Unlimited application review services
- Unlimited consulting
- Dedicated account management team
- 2 grant submissions per year
- 25% discount on all grant writing

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[redacted]

Additional Grant Writing Services Includes (2-year agreement):
- 6 additional grant submissions per year

NOTE: additional grant writing submissions can be rolled over year after year if unused as long as there is a current retainer contract

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Exhibit B

Description of Services

Grant Assistance Platform - Local Gov

- Includes 5 annual user subscriptions to GrantFinder
    - Access to all applicable Federal, State, Corporate & Foundation programs in once place with links to applications, guidelines and much more
    - Save and download grant listings, track deadlines & set up email alerts based on user preference
    - New grant opportunities are added and updated daily in real time
- 1:1 Unlimited, personalized grant consulting from Senior Grant Consultants
- Unlimited application and narrative review by team of Experts
- Dedicated account management support team

50% discount on grant writing services on a per project, per application basis

Grant Assistance Program

Agencies pursuing multiple grants need a consistent partner that understands their business and can work closely to develop a multi-year grants strategy. Lexipol's Grant Assistance Program is a retainer service combining all our pre-award grant services, including grant research, alerts, consulting and review.

Includes Monthly Grant Retainer Services: Grant Research + Alerts, Consulting, and Review (2-year commitment)

- 3 annual user subscriptions to GrantFinder
- 2 Grant Writing Service per year
- Dedicated program manager
- 1x annual strategic planning session
- Complimentary grant alerts for each user subscriber
- Bimonthly grant consulting sessions led by senior grant experts
- Grant application and narrative review by team of experts maximum 6 per year
- Biannual performance reports
- Discount off rate card for grant writing services on a per project, per application basis
- Commitment for 2 years - may be billed up front or annually

The Agency Expectations: Please note the following services process to ensure our agreement runs smoothly.

Here is a step-by-step outline of the post-contract process:

- You will be introduced to your Account Management team.
- A needs assessment worksheet will be sent to gather basic information about your project goals and grant plans for the year, and a meeting will be scheduled to review this information with your Account Management team.
- You will be given access to GrantFinder at this time.
- Your Account Management team will work with you to determine the most viable target grants for your intended projects.
- Selected grant programs and applications can be submitted to your Account Management team for review and consulting.
- Bimonthly, or quarterly check-in calls are available, as needed.
- Grant Writing services included must be identified and submitted during the annual contract term.
- Additional Grant Writing services are available at a discounted rate and may be added, as needed.

Lexipol is compliant in receiving funding under federally funded grants or contracts for pre and post award services, pursuant to 2 C.F.R. Part 180.

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[redacted]

Complete Grant Writing Service

Billions of dollars in grants are available to public safety agencies and local government each year, but finding and applying for such funding is a complex and resource-intensive task. Lexipol's Complete Grant Writing Service combines the expertise of our grant writers, researchers and Customer Success Manager to help you navigate through the grant process.

- Customized grant research specific to your agency's funding needs
- Unlimited, personalized grant consulting from senior grant consultants
- Customized, written grant narratives based on information provided by your agency
- Completion of grant application
- Unlimited reviews of your grant application before final submission

Agency Expectations: Please note the following service process to ensure our agreement runs smoothly.

Grant applications can take up to 100 hours to complete. While we will take on 85% of the work needed for a successful application, the agency will be asked to partner with us by providing important information to supplement the remaining 15% of the project. This may require up to 15 agency hours.

Here is a step-by-step outline of the post-contract process:

- You will be introduced to your assigned, dedicated Customer Success Manager, who will be your primary point of contact over the entire project to submission.
- An introductory call to review project and confirm grant will take place as needed shortly after.
- Your Customer Success Manager will then send over selected grant program and project-specific worksheets for completion by the agency. These worksheets help us collect critical information and programmatic details needed for application data entry and crafting of your narratives. This is the 15% of the project that we will need your direct help with.
- Once your team sends completed worksheets to the Customer Success Manager, we will carefully review them and will contact you if we need more information.
- The Agency will be asked for feedback throughout the process. We recommend assigning a minimum of two agency contacts for the project. Your input is critical for your application's success!

Lexipol is compliant in receiving funding under federally funded grants or contracts for pre and post award services, pursuant to 2 C. F. R. Part 180.

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[redacted]

Exhibit C
Terms and Conditions of Service

These Terms and Conditions of Service (the "Terms") govern the rights and obligations of Lexipol, LLC ("Lexipol") and Agency under this Agreement. Lexipol and Agency may each be referred to herein as a "Party" and collectively as the "Parties."

1. Definitions. Each of the following capitalized terms will have the meaning included in this Section. Other capitalized terms are defined within their respective sections, below.

1.1 "Agency" means the department, agency, office, organization, company, or other entity purchasing and/or subscribing to Lexipol Services, as may be further denoted on the cover sheet to which these Terms are attached.

1.2 "Agency Data" means all data, information, and content owned by Agency for purposes of identifying authorized users, confirming departmental information, or which are ancillary to receipt of Lexipol Services.

1.3 "Agreement" means the combination of the cover sheet; Exhibit A ("Selected Services and Associated Fees"); Exhibit B (Description of Services); this Exhibit C ("Terms and Conditions of Service"); and any other documents attached hereto and expressly incorporated herein by reference.

1.4 "Custom Agreement Terms" refers to an optional section within Exhibit A which allows the Parties to modify this Agreement and/or incorporate additional exhibits or addenda by reference.

1.5 "Initial Term" means the initial period of time in which Agency has elected to receive Lexipol Services.

1.6 "Initial Term Start Date" is specified on the cover sheet and represents the first day of the Initial Term.

1.7 "Initial Term End Date" is specified on the cover sheet and represents the last day of the Initial Term.

1.8 "Lexipol Content" means all content in any format including but not limited to written content, images, videos, data, information, and software multimedia provided by Lexipol and/or its licensors via the Services.

1.9 "Services" means all products and services, including but not limited to all online services, software subscriptions, content licensing, professional services, and ancillary support services as may be offered by Lexipol and/or its affiliates.

2. Term; Renewal. This Agreement becomes enforceable upon signature by Agency's authorized representative, and effective as of the Initial Term Start Date. Following the Initial Term, this Agreement shall automatically renew in successive one-year periods (each, a "Renewal Term") unless terminated as set forth herein. The Initial Term and all Renewal Terms collectively comprise the "Term" of this Agreement.

3. Termination.

3.1 For Convenience; Non-Appropriation. During the Initial Term, this Agreement may only be terminated through mutual written approval from an authorized representative of each Party. Following the Initial Term, this Agreement may be terminated by either party for convenience (including due to lack of appropriation of funds for Agency) by providing sixty (60) days written notice to the other Party. NOTE: Fees paid for Online Services are not eligible for refund, proration, or offset in the event of termination for convenience by Agency. Fees pre-paid for Professional Services may be eligible for refund, proration or offset to the extent such Services have not been delivered.

3.2 For Cause. This Agreement may be terminated by either party, effective immediately, (a) in the event the other party fails to discharge any material obligation, including payment obligations, or remedy any material default hereunder for a period of more than thirty (30) calendar days after it has been provided written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

3.3 Effect of Expiration or Termination. Upon the expiration or termination of this Agreement for any reason, Agency's access to the Services herein shall cease unless Lexipol has, in its sole discretion, provided for their limited continuation. Termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration, including payment obligations.

4. Fees; Invoicing. Lexipol will invoice Agency at the commencement of the Initial Term and thirty (30) days prior to the commencement of each Renewal Term, if applicable. Agency agrees to remit payment within thirty (30) calendar days of receipt

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of Lexipol's invoice. Payments may be made electronically through Lexipol's online customer portal or by mailing a check to Lexipol, LLC at PO Box 676232 Dallas, TX 75267-6232 (Attn: Accounts Receivable). Agency is responsible for all third-party fees (e.g., wire fees, bank fees, credit card processing fees) incurred when paying electronically, and such fees are in addition to those listed on Exhibit A. Lexipol reserves the right to increase fees for Renewal Terms following notice to Agency. All fee amounts stated in Exhibit A are exclusive of taxes. Unless otherwise exempt, Agency is responsible for and will pay in full all taxes related to receipt of Lexipol's Services. If Agency is exempt, it must send its exemption certificate(s) to taxes@lexipol.com.

5. **Terms of Service**. The following provisions govern access to and use of specific Lexipol's Services:

5.1 **Online Services**. Lexipol's Online Services include all online services offered by Lexipol and its partners, affiliates, and licensors. Online Services include, without limitation, Lexipol's Policy Knowledge Management System ("KMS"), Learning Management System ("LMS"), Cordico wellness application(s), GrantFinder, Virtual Instructor-Led Training, and the LEFTA Systems suite of solutions (collectively, the "Online Services"). Note: LMS Services include, but are not limited to: PoliceOne Academy, FireRescue1 Academy, EMS1 Academy, Corrections1 Academy, and LocalGovU.

5.2 **Professional Services**. Lexipol's Professional Services include those Services that are not part of Lexipol's Online Services and which require the direct, hands-on professional expertise of Lexipol personnel and/or contractors, including implementation support for policy manuals and software, technical support for online learning, accreditation consulting, grant writing, and projects requiring regular input from Lexipol's subject matter experts (collectively, "Professional Services"). Professional Services may also be referred to as "One-Time" Services on Exhibit A and may also include the provision of supplemental documentation from Lexipol's Professional Services team, either with this Agreement or during the provision of Service. NOTE: Agency is responsible for submitting all information reasonably required by Lexipol's grant writing team in a timely manner and always at least five (5) days prior to each grant application submission date. Agency is responsible for submissions of final grant applications by grant deadlines. Failure to timely submit required materials to Lexipol's grant writing team will result in rollover of project fees to next grant application cycle, not a refund of fees. Requests for cancellation of grant writing services which have already begun will result in a 50% fee of the total value of the service.

5.3 **Account Security**. Access to Lexipol's Services is personal and unique to Agency. Agency shall not assign, transfer, or provide access to Lexipol Services to any third party without Lexipol's prior written consent. Agency is responsible for maintaining the security and confidentiality of Agency's usernames and passwords and the security of Agency's accounts. Agency will immediately notify Lexipol if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's account or Agency's usernames and/or passwords.

5.4 **Agency Data.** Lexipol's use of Agency Data is limited to providing and improving the Services, retaining records in the regular course of business, and complying with applicable legal obligations. Lexipol will use commercially reasonable efforts to ensure the security of all Agency Data, including technical and organizational measures to protect Agency Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration or disclosure, including through measures specified by the National Institute of Standards and Technology (NIST). Lexipol's Services use the Secure Socket Layer (SSL) protocol, which encrypts information as it travels between Lexipol and Agency. However, data transmission on the internet is not always 100% secure and Lexipol cannot and does not warrant that information Agency transmits is 100% secure.

5.5 **Intellectual Property**. Lexipol's Services, and all Lexipol Content underlying such Services, are proprietary and, where applicable, protected under U.S. copyright, trademark, patent, and/or other applicable laws. When subscribing to Lexipol's Online Services, Agency and its authorized personnel receive a personal, limited, non-sublicensable and non-assignable license to access and use the Services in conformity with these Terms. Nothing contained in this Agreement, and no course of dealing, shall be construed as conferring any right of ownership to Lexipol's Services or Lexipol Content. Lexipol Content may be incorporated into Agency's final policy manuals, including beyond the Term of this Agreement, but Agency may not otherwise share Lexipol Content with private, for-profit, or commercial third parties, or commercialize Lexipol Content in any way. Agency acknowledges and agrees that Lexipol shall have no responsibility to update the Lexipol Content used by Agency beyond the Term of this Agreement and that Lexipol hereby disclaims and shall have no liability whatsoever for Agency's reliance on or use of modified or derivative forms of Lexipol Content including, without limitation, any revision, abridgement, condensation, expansion, compilation, or any other form in which Lexipol Content, or any portion thereof, is recast, transformed, adapted, or modified from its original form. NOTE: AGENCY ACKNOWLEDGES AND AGREES THAT, PRIOR TO USE AND FINAL PUBLICATION, ALL AGENCY POLICIES AND DAILY TRAINING BULLETINS (DTBs) HAVE BEEN INDIVIDUALLY REVIEWED AND ADOPTED BY AGENCY. AGENCY ACKNOWLEDGES AND AGREES THAT IT, AND NOT LEXIPOL, IS CONSIDERED THE "POLICY MAKER" WITH REGARD TO EACH AND EVERY SUCH POLICY AND DTB.

6. **Confidentiality**. Each Party may disclose information to the other Party that would be reasonably considered confidential,

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Docusign Envelope ID: 8DB2B84A-8E78-49CB-A34C-9349C21D633E

[redacted]

including Agency Data (collectively, "Confidential Information"). Upon receiving such Confidential Information, each Party will: (a) limit disclosure of such Confidential Information to authorized representatives only; (b) advise its personnel and agents of the confidential nature of such Confidential Information and of the obligations set forth in this Agreement; and (c) not disclose any Confidential Information to any third party unless expressly authorized by the disclosing Party. Notwithstanding the foregoing, this section shall not operate to limit Agency's disclosure authority pursuant to a valid governmental, judicial, or administrative order, subpoena, regulatory request, Freedom of Information Act request, Public Records Act request, or equivalent, provided that Agency notifies Lexipol of such disclosure, to the extent practicable, such that Lexipol may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of Lexipol's Confidential Information and trade secrets.

7. Warranty. LEXIPOL WARRANTS THAT IT SHALL NOT KNOWINGLY INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS; THAT ITS SERVICES ARE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS; AND THAT THEY SHALL BE FIT FOR THE SPECIFIC PURPOSES SET FORTH HEREIN. BEYOND THE FOREGOING, LEXIPOL'S SERVICES ARE PROVIDED "AS-IS" AND LEXIPOL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE.

8. Indemnification; Limitation of Liability. Lexipol will indemnify, defend, and hold harmless Agency from and against any and all loss, liability, damage, claim, cost, charge, demand, fine, penalty, or expense arising directly and solely out of Lexipol's acts or omissions in providing the Services. Each Party's cumulative liability resulting from any claims, demands, or actions arising out of or relating to this Agreement shall not exceed the aggregate amount of fees paid by Agency to Lexipol during the twelve-month period immediately prior to the assertion of such claim, demand, or action. In no event shall either Party be liable for indirect, incidental, consequential, special, exemplary damages, or lost profits.

9. General Terms.

9.1 Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements with respect to the subject matter hereof. No representation, promise, or statement of intention has been made by either party that is not embodied herein. Terms and conditions set forth in any purchase order or other document that are inconsistent with or in addition to the terms and conditions set forth in this Agreement are rejected in their entirety and void, regardless of when received, without further action. No amendment, modification, or supplement to this Agreement shall be binding unless it is made in writing and signed by both parties.

9.2 General Interpretation. The terms of this Agreement have been chosen by the parties hereto to express their mutual intent. This Agreement shall be construed equally against each party without regard to any presumption or rule requiring construction against the party who drafted this Agreement or any portion thereof.

9.3 Invalidity of Provisions. Each provision contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any oth er provision. Should any provision or portion thereof be held to be invalid or unenforceable, the parties agree that the reviewing authority should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

9.4 Governing Law. Each party shall maintain compliance with all applicable laws, rules, regulations, and orders relating to its obligations pursuant to this Agreement. This Agreement shall be construed in accordance with, and governed by, the laws of the state in which Agency is located, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

9.5 Assignment. This Agreement may not be assigned by either party without the prior written consent of the other. Notwithstanding the foregoing, this Agreement may be assumed by a party's successor in interest through merger, acquisition, or consolidation without additional notice or consent.

9.6 Waiver. Either party's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

9.7 Notices. Any notice required hereunder shall be in writing and shall be made by certified mail (postage prepaid) to known, authorized recipients at such address as each party may indicate from time to time. In addition, electronic mail (email) to established and authorized recipients is acceptable when acknowledged by the receiving party.

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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:
2025-1383789

Date Filed:
10/31/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Lexipol, LLC
Frisco, TX United States

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.
2026-091
GRANT WRITING FOR EMERGENCY SERVICES

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Jan Roos, and my date of birth is [redacted].

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

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

Executed in Sacramento County, State of California, on the 31st day of October (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:
2025-1383789

Date Filed:
10/31/2025

Date Acknowledged:
12/03/2025

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

Lexipol, LLC
Frisco, TX United States

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.

2026-091
GRANT WRITING FOR EMERGENCY SERVICES

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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 **28.**

Meeting Date: 12/30/2025

Approval of Agreement #2026-100 with Pavion Corporation for Purchase and Installation of the Jail Parking Garage Cameras 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 Agreement #2026-100 with Pavion Corporation (formerly Netronix) for the purchase and installation of the Williamson County Jail parking garage cameras in the amount of $93,473.69 under the Houston-Galveston Area Council (HGAC) Cooperative Contract #SE05-20, and authorize the execution of the agreement.

Public Background

This Agreement #2026-100 with Pavion Corporation (Formerly Netronix) will provide for the purchase and installation of new security cameras throughout the Williamson County Jail Parking Garage located at 306 W. 4th Street, Georgetown, Tx 78626. Pavion will provide all cameras, mounting hardware, and installation of the equipment. The project includes full programming and camera enrollment into the County's system. The project is anticipated to be completed in January 2026. Funding for the work is from line 01.0100.0503.004509 for FY26. Origination #4290. Due to the secure nature of the installation and the details contained on the contract, the Purchasing Department has provided the contract to the members of the court directly and placed the contract in a secure file and has not attached it to this item. The Department's point of contact is Holly Snell.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2025 11:56 AM
Form Started By: Sandra Malcolm		Started On: 12/09/2025 02:55 PM
Final Approval Date: 12/19/2025		

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:
2025-1395454

Date Filed:
12/03/2025

Date Acknowledged:
12/03/2025

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

Pavion Corporation
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 Commissioner Court

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

2026-100
Pavion QUO-07805-Q7B6F3 parking garage cameras

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Scoggins, Dean	Round Rock, TX United States		X
Byer, Todd	Sacramento, CA 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 _____, _____, _____, _____, _____.
(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:
2025-1395454

Date Filed:
12/03/2025

Date Acknowledged:

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-100
Pavion QUO-07805-Q7B6F3 parking garage cameras

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
[redacted]	Round Rock, TX United States		X
[redacted]	Sacramento, CA United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is [redacted], and my date of birth is [redacted].

My address is [redacted], [redacted], [redacted], [redacted], US.
(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 2 day of Dec. (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **29.**

Meeting Date: 12/30/2025

Approval of Agreement #2026-126 with Tyler Technologies, Inc for a Client Success Management and Consulting Agreement (CSMC) for Information Systems

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 Agreement #2026-126, a Client Success Management and Consulting Agreement (CSMC) with Tyler Technologies, Inc., utilizing Sourcewell Cooperative Contract #060624-TTI, in the not-to-exceed amount of $55,000.00 for a one-year term and authorize the execution of the agreement.

Public Background

Williamson County seeks to enter into a Client Success Management and Consulting Agreement (CSMC) with Tyler Technologies, Inc. to support the operation of the Williamson County Pretrial Services Department. This agreement will provide a dedicated Client Success Account Manager with specialized expertise in criminal justice and pretrial operations. Under this agreement, Tyler will assist the Pretrial Department with business process improvement, strategic planning, and enhanced system utilization. Services include recommendations for pretrial-specific system configuration, guidance on integrations with third-party products, proactive relationship management, and structured communication through regular meetings and support sessions. The program also includes the development of a Quarterly Strategic Account Plan and an annual on-site visit for planning, training, and performance review. The Client Success Account Manager will act as a liaison between the County and Tyler Technologies to ensure effective coordination, issue resolution, and continuous improvement in service delivery. The not-to-exceed cost of the agreement is $55,000.00 for the one-year term. Funding will be provided through account 01.0100.0503.004505 for FY26. Origination #3984. The Point of Contact is Deanna Saucedo. The vendor, Tyler Technologies, Inc, is publicly traded, therefore a Form 1295 is not required.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Client Success Management and Consulting Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/18/2025 08:46 AM
Form Started By: Sandra Malcolm		Started On: 12/03/2025 02:11 PM
Final Approval Date: 12/18/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

COUNTY ADDENDUM TO TYLER TECHNOLOGIES, INC.'s CLIENT SUCCESS MANAGEMENT AND CONSULTING AGREEMENT (CSMC)

The underlying Client Success Management and Consulting Agreement (the "Agreement") between Tyler Technologies, Inc. ("Tyler") and Williamson County, Texas ("Client") is amended as specifically set forth herein to incorporate the terms and conditions of this Addendum. As amended, the Agreement shall remain in full force and effect according to its terms and conditions. All terms used in this Addendum shall have the meanings attributed to them in the Agreement. This Addendum supersedes any and all prior understandings and agreements, oral or written, relating to the subject matter. In the event there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the following terms and conditions of this Addendum shall control:

1. **Incorporated Documents:** This Agreement constitutes the entire Agreement between both parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

    A. This Williamson County Addendum No. 1;
    B. Success Management and Consulting Agreement and
    C. Cooperative Agreement Sourcewell Contract #060624-TTI, incorporated by reference.

2. **Termination for Convenience.** Client may terminate this Agreement for convenience upon sixty (60) days written notice to Tyler. In the event of such termination, Client shall pay Tyler for all services provided and expenses incurred to and including the date of termination. Client shall not be entitled to a refund or offset of previously paid fees.

3. **Reserved**.

4. **Venue and Governing Law.** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in the state or federal courts serving Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction.

Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

5. **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 Client, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Client 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.

6. **The County's Right to Audit.** Tyler agrees that 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 Tyler which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, provided, however, that any such audit shall be subject to Tyler's current confidentiality and security policies, unless otherwise required by applicable law. Tyler agrees that Client shall have access during normal working hours to all necessary Tyler facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. Client shall give Tyler reasonable advance notice of intended audits, but no less than thirty (30) days advance written notice. Each party shall be solely responsible for their own cost of any audit conducted under this section unless otherwise agreed to by the parties in writing pursuant to the terms of this Agreement

7. **Non-Appropriation and Fiscal Funding.** The obligations of Client under this Agreement do not constitute a general obligation or indebtedness of Client for which Client is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that The County shall have the right to terminate this Agreement at the end of any Client's fiscal year if the governing body of Client does not appropriate sufficient funds as determined by Client's budget for the fiscal year in question. Client may effect such termination by giving written notice of termination to Tyler at least thirty (30) days in advance. For purposes of this Agreement, the Client's fiscal year shall be October 1st to September 30th. In the event of such termination, Client shall pay Tyler for all services provided and expenses incurred to and including the date of termination. Client shall not be entitled to a refund or offset of previously paid fees.

8. **Payment, Interest and Late Payments.** Client's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code.

9. **General Insurance Requirements.** During the course of performing services under this Agreement, Tyler agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000;(c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least$5,000,000. Tyler will add Client as an additional insured to its Commercial General Liability and Automobile Liability policies, which will automatically add Client as an additional insured to Tyler's Excess/Umbrella Liability policy as well. Tyler will provide Client with copies of certificates of insurance upon Client's written request.

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

11. **Sales and Use Tax Exemption.** Client is a body corporate and politic under the laws of the State of Texas and claims exemption from sales and use taxes under Texas Tax Code Ann. § 151.309, as amended, and the services and materials subject hereof are being secured for use by Client. Exemption certificates will be provided to contractors and suppliers upon request.

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

13. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.

14. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.

Tyler Technologies, Inc.:	**Williamson County, Texas:**
By: Rachel Mehlsak	By: _____
Printed Name: Rachel Mehlsak	Printed Name: _____
Title: Sr. Corporate Attorney	Title: As Presiding Officer, Williamson Commissioners Court
Date: November 17, 2025	Date: _____ ____, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Dec 03 2025 **Time:** 1:57 pm

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Dec 03 2025 **Time:** 12:03 pm

Client Success Management and Consulting Agreement

This Client Success Management and Consulting Agreement (this "CSMC Agreement") is made and entered into as of the date of signature of the last party to sign as indicated below ("Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler" or "Software Provider") and the Purchaser named on Schedule 1 of this CSMC Agreement (the "Purchaser").

WHEREAS, Tyler and Purchaser have entered into that certain software license and services agreement or software-as-a-service agreement, as applicable (the "Underlying Agreement") pursuant to which, among other things, Purchaser has engaged Tyler to provide support and maintenance services as more particularly described therein; and

WHEREAS, Purchaser desires Tyler to perform, and Tyler desires to perform, certain additional maintenance and support services beyond those services provided for in the Underlying Agreement.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, the parties agree as follows:

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the Underlying Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hours means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Effective Date has the meaning set forth above.

1.5. Tyler Holidays means one (1) day for a New Year's, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas day.

2. TYLER RESPONSIBILITIES

2.1. Client Success Management and Consulting Services. Tyler agrees to provide the services set forth on Schedule 1 of this CSMC Agreement.

3. FEES

3.1. Annual Fee. Purchaser shall pay Tyler the annual fees as set forth in accordance Schedule 1 (the "CSMC Fees"). Year 1 fees are invoiced on the first day of the first month following the Effective Date. Subsequent fees are invoiced annually in advance at Tyler's then-current rates; provided, however, that Tyler may only increase the annual fees by 5% year over year throughout the term of this CSMC Agreement.

3.2. Invoice and Payment. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this CSMC Agreement. Following receipt of a properly submitted invoice, Purchaser shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

3.3. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which Purchaser does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

4. TERM AND TERMINATION

4.1. Term. The CSMC Term shall commence on the first day of the first month following the Effective Date, and shall continue in effect for the Initial Term listed on Schedule 1. At the end of such term, the term shall automatically renew for additional one (1) year terms unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided herein. Purchaser must have a valid current Underlying Agreement in place to be eligible to acquire or receive CSMC services. If Purchaser's Underlying Agreement Term expires during the CSMC Term and Purchaser does not renew the Underlying Agreement, CSMC services shall be automatically terminated on the same date that the Underlying Agreement expires.

4.2. Termination by Purchaser at the End of a Term. Purchaser may terminate this CSMC Agreement effective as of the end of the initial term or end of any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate.

4.3. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 4.3.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which hasnot been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Purchaser to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 4.3 (a) (i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 6 following such period.

(c) In the event this Agreement is terminated pursuant to this Section 4.3, Purchaser shall pay for all services delivered prior to such termination.

5. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CSMC AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE TOTAL CSMC FEES FOR THE THEN CURRENT YEAR.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

6. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this CSMC Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, Purchaser's Information Technology Manager and Tyler's Client Success Representative. Any negotiations pursuant to this Section 6 are confidential and shall be treated as compromise and settlement

negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall submit the matter to binding arbitration, which shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction.

7. MISCELLANEOUS

7.1. Assignment. Neither party may assign this CSMC Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

7.2. Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

7.3. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shallbe deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

7.4. Counterparts. This CSMC Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.5. Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

7.6. Entire Agreement. This CSMC Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

7.7. Amendment. This CSMC Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

7.8. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this CSMC Agreement shall remain valid and enforceable according to its terms.

7.9. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this CSMC Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

7.10. Governing Law. Any dispute arising out of or relating to this CSMC Agreement or the breach thereof shall be governed by the laws of the state of the domicile of Purchaser, without regard to or application of choice of law rules or principles.

7.11. No Third Party Beneficiaries. Nothing in this CSMC Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

7.12. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this CSMC Agreement. If an ambiguity exists in this CSMC Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the CSMC Agreement or provision.

7.13. Force Majeure. No Party to this CSMC Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this CSMC Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

TYLER TECHNOLOGIES, INC.

By: Rachel Mehlsak

Name: Rachel Mehlsak

Title: Sr. Corporate Attorney

Date: 11/17/25

WILLIAMSON COUNTY, TX (the "PURCHASER")

By: _____

Name: _____

Title: _____

Date: _____

Client Success Management and Consulting (CSMC) Agreement
Schedule 1

Purchaser:	**Williamson County, Texas**				
Client Success Account Management				**Start Date:**	First Day of the First Month Following the Effective Date
Term:	Annual				
Units:	1	**Utilization:**	20%	**CSAM Fees:**	$55,000
				Total Annual Fees	**$55,000**

CLIENT SUPPORT ACCOUNT MANAGMENT (CSAM) ACTIVITIES:

Client Criminal Justice Services Specific Knowledge
- Understanding of pretrial environments and system configuration
- Understanding and recommendations for pretrial specific configuration
- Understanding of the department's 3rd party products/Integrations

Proactive Relationship Management
- One annual site visit – for planning and training purposes
- A CSAM/Client kick-off meeting to build the quarterly strategic account plan
- Monthly meetings to review the plan status and make modifications if needed
- Understanding of agency's requested product functionality changes
- The Client Success Account Manager manages both monthly and ad hoc phone meetings to ensure that regular, structured communication is maintained throughout the service

Support Pattern Recognition
- Periodic review of support incidents to provide recommendations and consulting
- Projected training needs for high volume incidents
- Potential changes in configuration to allow for more seamless application flow

Best Practices
- Communication/Change management planning
- Tyler Software Helpdesk Best Practices/Recommendations
- Quarterly feature briefing
- Training in new features

Issue Management and Resolution
- Customized reports provide the status of your critical issues and an update on recent activity. (Reports are reviewed and prioritized with a CSAM monthly)
- Support Incidents are prioritized according to the schedule / roadmap

Program Purpose
- The primary outcomes of this program include working with the Williamson County Pretrial to create a strategic account plan, engaging in periodic check point calls to review quarterly goals and plans, and conducting periodic, on-site visits to meet personally with you and review the status of Williamson County Pretrial with ongoing issues management and communication, while also acting as a liaison between the department and Tyler.

Commissioners Court - Regular Session **30.**

Meeting Date: 12/30/2025

Approval of Agreement 2026-129 with Data Projections, Inc. for FY26 Gold Service Maintenance Renewal 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 Services Contract #2026-129 between Williamson County and Data Projections, Inc. for Preventative/Audio Visual Health Check for all courtrooms, Emergency Services Operations Center, the Sheriff's Office Training Center, and additional rooms, in the amount of $79,800.00 pursuant to Cooperative Contract TIPS #230105 and authorizing the execution of the agreement.

Public Background

Data Projections, Inc. (DPI) will provide a one-year Customer Gold Maintenance Agreement covering the audiovisual equipment located in all County courtrooms, the Emergency Services Operations Center, the Sheriff's Office Training Center, and additional rooms. This agreement will begin December 1, 2025, and expire November 30, 2026. Under this maintenance agreement, DPI will provide:

- One annual preventative audiovisual health check per room.
- Unlimited remote support and next-business-day onsite, if required.
- All manufacturers' warranties will be conveyed to Williamson County with DPI processing any Return Merchandise Authorizations (RMAs) if applicable.
- Unlimited toll-free technical assistance by phone or email, M-F 8:00 am to 5:00 pm, with after-hours messages returned by 10:00 am the next business day. The funding source for this agreement is 01.0100.0503.004500 for FY26. Origination #4459. Department's Point of Contact is Holly Shell.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement with quote Redacted

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2025 11:57 AM
Form Started By: Sandra Malcolm		Started On: 12/10/2025 11:43 AM
Final Approval Date: 12/19/2025		

WILLIAMSON COUNTY
SERVICES CONTRACT

Data Projections, Inc.
Quote # [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 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 **Data Projections, Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she or it is not an employee of the County. The services include but are not limited to the services and work described in the attached Quote # [redacted] being marked as **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

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

II.

Effective Date and Term: This Contract shall be in full force and effect as of the date of the last party's execution below and shall continue until November 30, 2026, or when terminated pursuant to this Contract, whichever event occurs first.

III.

Consideration and Compensation: Service Provider will be compensated based on a

fixed sum as set out in **Exhibit "A"** and in accordance with Cooperative Contract #TIPS 230105. The not-to-exceed amount for the life of this Contract is Seventy-Nine Thousand, Eight Hundred Dollars ($79,800.00), unless amended by a change order and approved by Williamson County Commissioners Court.

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. The County agrees to provide exemption certificates to Service Provider upon request.

IV.

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

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

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

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

Aggregate policy limits:	$2,000,000

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

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

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

Upon execution of this Contract, Service Provider shall provide the County with insurance certificates evidencing compliance with the insurance requirements of this Contract to the Risk Management Department: coi.submission@wilco.org.

V.

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

VI.

INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS: TO THE FULLEST EXTENT PERMITTED BY LAW, THE SERVICE PROVIDER SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF THE COUNTY'S CHOOSING), AND HOLD HARMLESS THE COUNTY, AND THE COUNTY'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF THE SERVICE PROVIDER, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE WORK SITE OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. SERVICE PROVIDER HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT

NEGLIGENCE OF THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

VII.

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

VIII.

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

IX.

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

X.

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

XI.

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

XII.

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

XIII.

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

XIV.

No Assignment: Service Provider may not assign this Contract.

XV.

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

XVI.

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

XVII.

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

XVIII.

Damage to County Property: Service Provider shall be liable for all damage to county-owned, leased, or occupied property and equipment caused by Service Provider and its employees, agents, subcontractors, and suppliers, including any delivery or transporting company, in connection

with any performance pursuant to this Contract. Service Provider shall notify County in writing of any such damage within one (1) calendar day.

XIX.

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

XX.

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

XXI.

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

A. As described in **Quote** [redacted], marked **Exhibit "A,"** which is incorporated to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable;
B. Cooperative Contract #TIPS 230105, 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.

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.

[SIGNATURE PAGE TO FOLLOW]

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

WILLIAMSON COUNTY:

_____
County Judge/Presiding Officer

_____
Printed Name

Date: _____ ____, 20____

SERVICE PROVIDER:

Data Projections, Inc.
Name of Service Provider

Kris Begnaud
Authorized Signature

Kris Begnaud
Printed Name

Date: 12/9 ____, 20 25

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Dec 10 2025 **Time:** 8:22 am

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Dec 10 2025 **Time:** 10:43 am

EXHIBIT "A"

DATA PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

QUOTE

[redacted]

BILL TO	SHIP TO	
Company: Williamson County	**Company:** Williamson County	**Date:** 10/13/2025
Address: [redacted]	**Address:** [redacted]	**Expiry Date:** 12/24/2025
		Contract No: TIPS 230105
		Version: 1
Contact: Accounts Payable	**Contact:** [redacted]	**Sales Rep:** Mark Mazac
Phone: (512) 943 1100	**Phone:** [redacted]	**Phone:** (512) 970 5519
Email: accountspayable@wilco.org	**Emai** [redacted]	**Email:** mmazac@dataprojections.com

TITLE

[redacted] - WILCO - DPI CUSTOMER GOLD MAINTENANCE FOR ALL COURTROOMS -ESOC-SOTC - 2025 TO 2026

System Description

- Data Projections will provide a One Year Custom Gold Service Agreement to Williamson County for all locations, room and equipment listed below.
- The agreement will span from 12/1/2025 expiring 11/30/2026.
- Data Projections will provide (1) Preventative / Audio Visual Health Check per room annually.
- The agreement also provides unlimited remote onsite support and next-business-day onsite, if needed.
- All Manufacturers warranties are conveyed to WILCO - Data Projections will process any RMAs if applicable.
- Data Projections will provide unlimited toll-free technical assistance by phone (1.866.225.5374) or email : DPIServiceTeam@dataprojections.com Monday through Friday 8:00 AM-5:00 PM. Messages left after hours will be returned by 10:00 am on the following business day.

Tele-Justice Center

- County Court at Law 1
- County Court at Law 2
- County Court at Law 3
- County Court at Law 4
- County Court at Law 5
- 26th District Court
- GT Annex RM226 (2nd Floor large training room)
- GT Annex Purch105
- HR 108
- 368th District Court
- 395th District Court
- 480th District Court
- 425th District Court
    - The above have the following:
        - TSW-1060
        - TST-902
        - DMPS-4K-350
        - MXW Mics
        - Wired Mics
        - MXA-910s x 4 (Voir Dire Mics Only)
        - MXA-310 (side bar mic)
        - Biamp Server I/O
        - Sound Masking
        - Project and Screen

        - Side Displays x 3
        - Cisco Codec Pro (with 2 Cisco P60 cameras)
        - OFE PC (for soft codec uses, Vaddio AVB)
        - Overflow display
        - Flex system in Jury rooms.
        - VoIP
- 277th District Court
    - The above have the following:
        - TSW-1060
        - TST-902
        - DMPS-4K-350
        - MXW Mics
        - Wired Mics
        - MXA-910s x 6 (Voir Dire Mics Only)
        - MXA-310 (side bar mic)
        - Biamp Server I/O
        - Sound Masking
        - Project and Screen
        - Side Displays x 5
        - Cisco Codec Pro (with 2 Cisco P60 cameras)
        - OFE PC (for soft codec uses, Vaddio AVB)
        - Overflow display
        - Flex system in Jury rooms.
        - VoIP
- Grand Jury Room
    - The above have the following:
        - TST-902
        - DMPS-4K-350
        - Project and Screen
        - Clever Touch (on mobile cart)
- JP Courts
    - JP1 (Round Rock)
        - TSW-1060
        - CP3N
        - NVX System (17 endpoints)
        - MXW Mics
        - Biamp Forte DAN VT
        - Sound Masking o Side Displays x 3
        - Cisco Codec Pro (with 2 Cisco P60 cameras)
        - OFE PC (for soft codec uses, Vaddio AVB)
        - Overflow display
    - JP2 (Cedar Park)
        - TSW-1060
        - CP3N
        - NVX System (13 endpoints)
        - MXW Mics o Wired Mics
        - Biamp Forte DAN VT
        - Sound Masking
        - Side Displays x 3
        - Cisco Codec Pro (with 2 Cisco P60 cameras)
        - OFE PC (for soft codec uses, Vaddio AVB)

        - Overflow display
    - JP3 (Georgetown)
        - Extron Crosspoint 84
        - Extron TLP Pro 1220TG
        - Wired Mics
        - Biamp Forte
        - Side Displays x 3
        - Overflow display
        - Cisco Codec Pro (with 2 Cisco P60 cameras)
        - OFE PC (for soft codec uses, Vaddio AVB)
    - Juvenile Court
        - TSW-1060
        - CP3N
        - NVX System (23 endpoints)
        - MXW Mics
        - MXA-310 (bench mics)
        - Wired Mics
        - Biamp Forte DAN VT
        - Sound Masking
        - Side Displays x 3
        - Cisco Codec Pro (with 2 Cisco P60 cameras)
        - OFE PC (for soft codec uses, Vaddio AVB)
        - Overflow displays x 2
- ESOC
- Sheriff's Office Training Center (SOTC)
- Stubberfield AG Courtroom
- 2nd Floor IV-D AG Courtroom
- Olive Meeting Room

DATA PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

QUOTE

[redacted]

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
SERVICE & MAINTENANCE AGREEMENT					
Service Agreement Details					TOTAL PRICE
RENEW CUSTOM MAINTENANCE AGREEMENT 1 YR					$79,800.00
				SERVICE AGREEMENT SUBTOTAL:	$79,800.00
				Subtotal:	$79,800.00
				Estimated Tax:	$0.00
				Total:	$79,800.00

DATA
PROJECTIONS

Data Projections, Inc
3700 W. Sam Houston Pkwy S.
Ste 525
Houston, TX 77042
Tel: 866.CALL.DPI (225.5374)
www.dataprojections.com

QUOTE
[redacted]

GENERAL TERMS AND CONDITIONS

This quote is an estimation and is subject to change based on the actual hours onsite.

Please note; if a return trip is determined to be necessary, an additional quote will be provided. We can accept a credit card or a purchase order as a method of payment to proceed with scheduling this service call.

All service quotes are valid for 30 days from the date issued; and a new quote can be generated by request.

***Data Projections reserves the right to pass through to the customer any additional costs incurred from tariffs, duties, or similar fees imposed by government action. Such costs may be invoiced to the customer at any time, including after an order has been placed or equipment has shipped. All charges will be clearly communicated and will reflect only the actual increase in cost incurred.**

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:
2025-1398651

Date Filed:
12/10/2025

Date Acknowledged:
12/10/2025

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

Data Projections, INC.
Houston, TX United States

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

Williamson County, Texas

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

2026-129
Data Projections Q-29128 FY26 Gold Service Maint Renewal

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zaleski, Matthew	Houston, TX United States	X	
Zaleski, Billy	Houston, TX United States	X	
Zaleski, Scott	Houston, TX United States	X	
Stasio, Megan	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 _____, _____, _____, _____, _____.
(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:
2025-1398651

Date Filed:
12/10/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Data Projections, INC.
Houston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
2026-129
Data Projections Q-29128 FY26 Gold Service Maint Renewal

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Zaleski, Matthew	Houston, TX United States	X	
Zaleski, Billy	Houston, TX United States	X	
Zaleski, Scott	Houston, TX United States	X	
Stasio, Megan	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____ [redacted] _____, and my date of birth is ____ [redacted] _____.

My address is _____ [redacted] _____, _____ [redacted] _____, _[redacted]___, ____ [redacted] ____, _[redacted]___.
(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 10th day of December, 2025.
(month) (year)

Megan Stasio
Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **31.**

Meeting Date: 12/30/2025

Approval of Revised Vehicle Quote #2025365 for Lake Country Chevrolet Change Order or FY26 County Wide Vehicle Purchase

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 a revision to #2025365 for County Vehicle Purchase from Lake Country Chevrolet, reflecting an increase of $2,795.00, and authorizing a change order to replacement unit #EB1849; Line 3 in the FY 26 Countywide PO based on the updated pricing for FY26 Countywide Vehicle Purchase.

Public Background

On September 23, 2025, under Agenda Item #62, the Commissioner's Court approved the Countywide vehicle Purchase. After that approval, the Emergency Medical Services (EMS) Department has requested a modification to replace one of the two-wheel drive (2WD) Chevrolet Tahoe units with a four-wheel drive (4WD) Chevrolet Tahoe unit to better meet operational needs. The Budget Department has reviewed and approved the replacement of the 2WD vehicle with a 4WD vehicle. The cost difference between the approved 2WD Tahoe and the requested 4WD Tahoe is an increase of $2,795.00, resulting in an additional cost to the County in that amount. Origination #3543. The original line item funding is 01.0100.0540.005700 for FY26. Point of Contact Joy Simonton.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

New Vehicle Quote Redacted

Old Vehicle Quote Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/18/2025 02:19 PM
Form Started By: Sandra Malcolm		Started On: 12/15/2025 10:56 AM
Final Approval Date: 12/18/2025		

PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: WILLIAMSON COUNTY EMS
Prepared by: [redacted]
Contact:
Phone: [redacted]
Email:
Email: [redacted]
Product Description: CHEVY TAHOE PPV
Date: December 5, 2025

A. **Bid Item:** _____ **A. Base Price:** $ 51,909.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
CK10706	91C 2026 TAHOE PPV 4X4	$ 5,995.00			
L84	5.3L V8 W/AUTOMATIC	$ -			
MQC	10 SPEED TRANS	$ -	A50	BUCKET SEATS WITH CONSOLE	$ 795.00
				IF AVAILABLE***	
6J7	FLASHER SYSTEM, HEAD &TAIL LAMP	inc			
AMF	REMOTE KEYLESS PACKAGE	inc			
PQA	1FL SAFETY PACKAGE	$ 897.00			
				Total of B. Published Options:	$ 7,687.00
				Published Option Discount (5%)	$ (184.00)

C. **Unpublished Options** $= 41.0 %

Description	Bid Price	Options	Bid Price
LEFT HAND LED SPOTLIGHT	$ 850.00	EXTERIOR - WHITE	
		INTERIOR - JET BLACK CLOTH H1T	
		5T5- FRONT CLOTH BACK VINYL	
DANA INSTALL [redacted]	$ 23,586.25	REAR PARK ASSIST / REAR CAMERA	
		WHEELS 20"X9" STEEL	
		ASSIST STEPS	
		184361	
		Total of C. Unpublished Options:	$ 24,436.25

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ 500.00

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** _____

G. **Additional Delivery Charge:** 275 **miles** $ 550.00

H. **Subtotal:** $ 84,898.25

I. **Quantity Ordered** 1 **x H =** $ 84,898.25

J. **Trade in:** _____ $ -

K.

L. **Total Purchase Price** $ 84,898.25

EMS

PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951 ✓

End User: WILLIAMSON COUNTY EMS
Contact:
Email:
Product Description: CHEVY TAHOE PPV

Prepared by: [redacted]
Phone: [redacted]
Email: [redacted]
Date: July 30, 2025

A. Bid Item: _____ **A. Base Price:** $ 51,909.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
CC10706	91C 2026 TAHOE PPV 2WD	$ 3,995.00			
L84	5.3L V8 W/AUTOMATIC	$ -			
MQC	10 SPEED TRANS	$ -		NO BUCKET SEATS WITH CONSOLE	
				IN A 2WD CHEVY MAKES YOU	
6J7	FLASHER SYSTEM, HEAD &TAIL LAMP	inc		GO TO 4WD	
AMF	REMOTE KEYLESS PACKAGE	inc			
PQA	1FL SAFETY PACKAGE	$ 897.00			
				Total of B. Published Options:	**$ 4,892.00**
				Published Option Discount (5%)	**$ (184.00)**

C. Unpublished Options $= 43.0 %

Description	Bid Price	Options	Bid Price
LEFT HAND LED SPOTLIGHT	$ 850.00	EXTERIOR - WHITE	
		INTERIOR - JET BLACK CLOTH H1T	
		5T5- FRONT CLOTH BACK VINYL	
DANA INSTALL [redacted]	$ 23,586.25	REAR PARK ASSIST / REAR CAMERA	
		WHEELS 20"X9" STEEL	
		ASSIST STEPS	
		ESTIMATE ONLY PRODUCTION PERMITTING	
		Total of C. Unpublished Options:	**$ 24,436.25**

D.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**	**$ 500.00**
E.	**Lot Insurance (for in-stock and/or equipped vehicles):**	**$ -**
F.	**Contract Price Adjustment:** _____	
G.	**Additional Delivery Charge:** 275 **miles**	**$ 550.00**
H.	**Subtotal:**	**$ 82,103.25**
I.	**Quantity Ordered** 1 **x H =**	**$ 82,103.25**
J.	**Trade in:** _____	**$ -**
K.		
L.	**Total Purchase Price**	**$ 82,103.25**

Commissioners Court - Regular Session **32.**

Meeting Date: 12/30/2025

Approval of Agreement for Commissioning Services with LLCx, LLC utilizing 25RFSQ7 - MEPFC pool for Lake Creek Annex 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 LLCx, LLC for Commissioning Services of the Williamson County Lake Creek Annex in the not-to-exceeding amount of Thirteen Thousand Six Hundred Sixty Dollars ($13,660.00) and authorize execution of the agreement. The funding source is P632.

Public Background

LLCx, LLC is recommended for award through the 25RFSQ7 - MEPFC pool, which established a pre-qualified consultant pool to be contracted on an as-needed basis in Pool CC 1/7/25 Agenda Item #32. LLCx, LLC is recommended for this project following a project-specific evaluation of the firms from the 25RFSQ7 pool. LLCx, LLC received the highest score for this project. This Agreement for Commissioning Services between Williamson County and LLCx, LLC is to provide Commissioning Services to evaluate the design, performance and operation of the Williamson County Lake Creek Annex located at 9500 N. Lake Creek Pkwy. Austin, TX 78717. Contract Audit and General Counsel have reviewed. A 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

Agreement for Commissioning Services

Form 1295 LCCx LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/18/2025 08:45 AM
Form Started By: Michelle McKinney		Started On: 12/17/2025 02:21 PM
Final Approval Date: 12/18/2025		

AGREEMENT FOR COMMISSIONING SERVICES

PROJECT: **Lake Creek Annex** ("Project")

COMMISSIONING PROVIDER: **LCCx, LLC.** ("CxP")
Mike Lackey, PE, Manager
1115 S Alamo St., Unit 3104
San Antonio, TX 78210

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

THIS AGREEMENT FOR COMMISSIONING 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, Texas** a body corporate and politic under the laws of the State of Texas ("County") and CxP.

RECITALS

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

WHEREAS, County intends to **have Commissioning Provider (CxP) evaluate the performance, design and operation of the Williamson County Lake Creek Annex**; and

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

WHEREAS, CxP represents that it is qualified and desires to perform such services;

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

ARTICLE 1
SCOPE OF AGREEMENT

CxP agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to CxP 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 CxP 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 CxP; however, any and all such information shall remain the property of County and shall be returned, if County so instructs CxP.

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
Owner's Project Requirements (OPR)

2.3.2
Basis of Design (BOD)

2.3.3
Design Review Comments

2.3.4
Commissioning (Cx) Plan

2.3.5
Test Procedures & Reports

2.3.6
Deficiency Log

2.3.7
Inspection Reports

2.3.8
Commissioning Report

2.3.9
Operation & Maintenance (O&M) and System Manuals

2.3.10
Training Plans and Reports

2.3.11
Warranties and Guarantees

2.3.12
As-Built Drawings

2.3.13
Williamson County Building Commissioning Guideline, Volume 1.1, July 21, 2023 edition as updated.

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

3.1 Non-collusion.
CxP warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CxP, 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.
CxP must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
CxP covenants and represents that CxP, 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, CxP shall review professional design and engineering plans 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. CxP shall also serve as County's professional commissioning provider in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of CxP's services.

4.2
CxP 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, CxP 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 ar.d made a part hereof.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 Commencement.
CxP shall not commence work until CxP 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.
CxP 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. The termination of this Agreement will be upon Final Certificate of Payment and achievement of all requirements for achieving Final Completion of the Project.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by CxP, County shall pay to CxP up to **Thirteen Thousand Six Hundred Sixty Dollars ($13,660.)** 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 CxP 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.
CxP 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 CxP without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed One Thousand Dollars ($ 1,000.).

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 CxP shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

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

It is expressly understood and agreed that CxP 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, CxP 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**, CxP 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 correct statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by CxP 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 CxP of the responsibility of correcting any errors or omissions resulting from CxP's negligence.

Upon submittal of the initial invoice, CxP 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 CxP 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. CxP 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 CxP 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 CxP 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 CxP 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 CxP 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 CxP 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.

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

LCCx, LLC.
Michael W Lackey, PE, Manager
1115 S Alamo St., Unit 3104
San Antonio, TX 78210

CxP shall have the right, from time to time, to change CxP'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 CxP under this Agreement, CxP'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 CxP's Designated Representative on behalf of CxP 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 CxP's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by CxP's Designated Representative shall be binding on CxP. CxP's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of CxP.

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 CxP 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

CxP: LCCx, LLC.
1115 S. Alamo St., Unit 3104
San Antonio, TX 78210

Attention: Michael W. Lackey, PE
Manager

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

ARTICLE 11
PROGRESS EVALUATION

Prior to the commencement of the Basic Services, CxP shall confer with County on the development of a proposed initial Project Schedule and, once such initial Project Schedule is completed, submit same to the County. Thereafter, CxP 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. CxP 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 CxP, conferences shall be provided at CxP'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 CxP 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 CxP to determine corrective action required.

CxP 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 CxP 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**. CxP 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 CxP WORK PRODUCT

13.1 Review Process.
CxP's Work Product will be reviewed by County under its applicable technical requirements and procedures, as follows:

13.1.1 Deliverables.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by CxP and supporting documents (collectively referred to hereinabove and hereinafter as the "CxP Work Product(s)"), shall be submitted by CxP 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 CxP 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 deliverable and County shall notify CxP 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 CxP and County's technical review process will begin.

If the submission is not Complete, County will notify CxP, 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 commissioning phase for compliance with this Agreement and general conformance with the Building Commissioning Guideline, Volume 1.1. "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 CxP work product, which is not specifically called-out by CxP as a pending coordination item, the work product will be returned to CxP along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. CxP 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 CxP indicating specific deficiencies for correction. County will also issue a notice for CxP to deduct **One Thousand Dollars ($ 1,000.)** from the CxP 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.
After Acceptance, CxP shall perform any required modifications, changes, alterations, corrections, 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 CxP Work Product.

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

CxP'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 CxP 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 CxP's skill, ability, and knowledge in performing the Basic Services required hereunder in conformance with the standard of care for each discipline.

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 CxP **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**, CxP shall have the option of terminating this Agreement and, in the event, CxP 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 CxP 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 CxP shall be grounds for termination of this Agreement, and any increased costs arising from CxP's default, breach of contract, or violation of contract terms shall be paid by CxP.

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 CxP, as a consequence of failure by CxP 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 CxP, upon not less than **thirty (30) days** written notice to CxP.

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 CxP. In determining the value of the Basic Services performed by CxP 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 CxP defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of CxP, then County shall give consideration to the actual costs incurred by CxP 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 CxP to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, CxP shall be liable to County for any additional and reasonable costs incurred by County.

CxP shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by CxP 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 "CxP Work Products") prepared by CxP 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 CxP's documents under this Agreement (including but not limited to commissioning plans and reports, test procedures and reports, 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 CxP.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, CxP 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 Work Product developed under this Agreement. Copies may be retained by CxP. CxP 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 CxP or anyone connected with CxP, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by CxP without cost to County.

Upon execution of this Agreement, CxP grants to County permission to reproduce CxP'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. CxP shall obtain similar permission from CxP's subcontractors/ subconsultants consistent with this Agreement. If and upon the date CxP is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed commissioning 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 CxP. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of CxP Work Products appropriate to and for use in the execution of the Work. Submission or distribution of CxP Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of CxP Work Products shall be at County's sole risk and without liability to CxP and its subconsultants.

Prior to CxP providing to County any CxP Work Products in electronic form or County providing to CxP any electronic data for incorporation into CxP Work Products, County and CxP shall, by separate written agreement, set forth the specific conditions governing the format of such CxP Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by CxP 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 CxP, the electronic copy shall prevail. Only printed copies of documents conveyed by CxP shall be relied upon.

CxP shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

CxP 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 CxP shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of CxP 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. CxP 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. CxP may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

CxP 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 CxP 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.
CxP 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, CxP 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. CxP shall furnish County with satisfactory proof of its compliance.

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

21.2 Taxes.
CxP 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

CXP 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 CXP, CXP'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH CXP INCLUDING,

WITHOUT LIMITATION, CXP'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH CXP EXERCISES CONTROL.

CXP 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 CXP'S FAILURE TO PAY CXP'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY CXP.

CXP 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, REPORTS, LOGS, O&M OR SYSTEM MANUALS OR SPECIFICATIONS FURNISHED BY CXP IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT CXP'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 CXP IS NOT LEGALLY LIABLE, CXP'S OBLIGATIONS SHALL BE IN PROPORTION TO CXP'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 CXP OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY CXP, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY CXP OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY CXP, 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 CXP AT COUNTY'S COST. CXP SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT CXP, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CXP 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 CXP, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CXP EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

CxP 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 CxP's

responsibilities for all questions arising from errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. CxP 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
NOT USED

ARTICLE 25
INSURANCE

CxP must comply with the following insurance requirements at all times during this Agreement:

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

25.3 Premiums and Deductible.
CxP shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. CxP further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which CxP is responsible hereunder, CxP shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-

insured retentions over **$50,000** in CxP's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

CxP shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, CxP 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 CxP hereunder.

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

Prior to the performance of any services, CxP 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, CxP shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of CxP hereunder.

25.7 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

25.8 No Arbitration.

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

25.9 Subcontractor/ Subconsultant's Insurance.

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

CxP shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. CxP 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.

25.10 Insurance Policy Endorsements.

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

25.10.1
County shall be notified **ten (10) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.10.2
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.

25.11 Notices by CxP.

CxP shall not cause any insurance to be canceled nor permit any insurance to lapse. In addition to any other notification requirements set forth hereunder, CxP 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.

25.12 Cost of Insurance.

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

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. CxP 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
CxP'S ACCOUNTING RECORDS

CxP 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. CxP 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. CxP further agrees that County shall have access during normal working hours to all necessary CxP 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 CxP reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

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

30.2 Force Majeure.
Neither County nor CxP 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 services performed or furnished by CxP and its employees under this Agreement will be the care and skill ordinarily used by members of CxP'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 reviews of opinions of probable Project cost or probable construction cost provided by CxP are made on the basis of information available to CxP and on the basis of CxP's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since CxP 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, CxP does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost CxP 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 CxP 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 CxP), whether or not it results from, or involves, any action or failure to act by CxP or any employee or agent of CxP and which arises in any manner from the performance of this Agreement, CxP 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. CxP shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon CxP, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from CxP'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. CxP 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 CxP 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 CxP.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and CxP 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 CxP release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
CxP's REPRESENTATIONS

CxP 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. CxP 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

CxP hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that CxP must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. CxP expressly agrees that its employees, agents, or any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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. CxP 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 CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP exercises control who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. CxP agrees that CxP and its employees, agents, any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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. CxP agrees that all of its employees, agents, any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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 CxP 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.

CxP:
LCCx, LLC.

By: M. W. Lackey
Signature

Michael W. Lackey
Printed Name

Managing Member
Title

Date Signed: 12/15/25

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, CxP shall perform the following Basic Services, based on standard commissioning practices:

These services may include, but are not limited to developing commissioning plans, reviewing design documents, inspecting and testing systems, verifying performance, training staff, and documenting results as agreed to by County and CxP.

GENERAL REQUIREMENTS

Commissioning Criteria. CxP shall prepare all work in accordance with the latest version of applicable County's Building Commissioning Guideline, procedures, specifications, manuals, guidelines, and standard specifications.

Right-of-Entry and Coordination. CxP 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, CxP shall not commit acts which would result in damages to private property, and CxP shall make every effort to comply with the wishes and address the concerns of affected private property owners. CxP shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

CxP shall notify County and coordinate on all controls at project interfaces.

CxP shall review 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. CxP shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. CxP shall submit monthly (at a minimum) a progress status e-mail to County Architect Office (CxA) regardless of whether CxP is invoicing for that month.

CxP shall review the design and estimated construction schedule and provide findings in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. CxP 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, CxP shall review all electronic

closeout files provided by Contractor and A/E in formats reasonably acceptable to County. Within **three hundred (300) days** of completion of construction of the project, CxP shall provide a list of problems or concerns, suggested improvements, and ongoing commissioning plan in formats reasonably acceptable to County.

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

CxP 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. CxP shall coordinate issues through County's AO. County will communicate, in writing, resolution of issues and provide CxP direction through County's AO.

Level of Effort. CxP 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). CxP shall provide peer review at all levels. For each deliverable, CxP shall maintain evidence of CxP'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 CxP fail to provide the evidence of internal mark-ups. CxP shall clearly label each document submitted for quality assurance as an internal mark-up document.

CxP 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 CxP.

A submittal returned to CxP 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. CxP shall provide an updated schedule showing interim submission date changes to make-up for any lost time. CxP shall not submit an invoice until County accepts the submittal as reasonably complete.

Naming of Electronic Project Files and Organization of Commissioning Project Folders. CxP shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). CxP 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 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 N. Lake Creek Pkwy.
Austin, TX 78717
P#632

CxP to provide commissioning services for this project through design phase for MEP systems, building enclosure, and fire/life safety.

Systems to be commissioned:

- HVAC and associated controls
- Domestic hot water controls
- Lighting control systems
- Building enclosure
- Fire / life safety

CxP will assist County on OPR development
CxP will provide design phase commissioning plan, review of incorporation of OPR into BOD
CxP will provide four (4) reviews, including reviews of 2 Design Development and 2 Construction Documents reviews.
CxP will provide / edit commissioning specifications.
CxP will attend eight (8) design review meetings.

Commissioning services shall be conducted in phases as outlined herein. Phases may be combined to expedite commissioning 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 - PROJECT REQUIREMENTS

Upon receipt of written Notice to Proceed, CxP shall accomplish the following:

A. Investigate site/facility and verify known or existing conditions in occupied and existing buildings.

B. Clearly define Owner's Performance Requirements (OPR).

C. Develop and provide a comprehensive commissioning plan outlining the procedures, timelines, and responsibilities for each phase of the process.

D. 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.

E. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

F. Provide reports in accordance with County's Commissioning Guide.

Phase II - DESIGN PHASE COMMISSIONING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review project requirements and preliminary design documents, including modification of specifications regarding commissioning.

B. Review 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. Review design documents at 30%, 60%, and 90%. Verify that the construction meets the design specifications and the commissioning plan.

D. Review complete plans, specifications and engineering calculations setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

E. Provide deliverables in accordance with County's Commissioning Gude.

EXHIBIT B
FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

		$	**13,660**	100%
100%	**LCCx**	**$**	**13,660**	
0%	**N/A**	**$**	**-**	
Phase I - PROJECT REQUIREMENTS		**$**	**4,340**	32%
	LCCx	$	4,340	
	N/A	$	-	
Phase II - DESIGN PHASE COMMISSIONING		**$**	**9,320**	68%
	LCCx	$	9,320	
	N/A	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **one hundred seventy (170) 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	**12/30/25**

Phase I - PROJECT REQUIREMENTS

Provide OPR (Owner's Performance Requirements)	01/29/26
Provide comprehensive commissioning plan	02/18/26
County written authorization to proceed to next phase	03/02/26

Phase II - DESIGN PHASE COMMISSIONING

Develop pre-functional checklists for equipment/testing requirements	03/13/25
Review project requirements and preliminary design documents	04/03/25
Review design documents at 30%	04/10/25
Review design documents at 60%	05/13/25
Review design documents at 90%	06/18/25

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.

LCCx, LLC:

M. W. Lackey
Signature of Certifying Official

Michael W. Lackey
Printed Name of Certifying Official

Managing Member
Title of Certifying Official

12/15/25
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 Michael W. Lackey (Signatory Name) the Managing Member (Signatory Title) of LCCx, LLC (Entity Name), on behalf of said firm.

Paula Gail Abbott
My Commission Expires
2/27/2029
Notary ID 128901535

Paula Abbott
Notary Public in and for the
State of Texas

My commission expires: 2/27/2029

EXHIBIT F

CERTIFICATES OF INSURANCE

CxP and Subconsultant Certificates of Insurance attached:

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:
2025-1398227

Date Filed:
12/09/2025

Date Acknowledged:

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

LCCx LLC
SAN ANTONIO, TX United States

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

Williamson County Lake Creek Annex

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.

25.1107R1
Commissioning

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 Michael W. Lackey, and my date of birth is [redacted]

My address i[redacted]

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

Executed in Bexar County, State of Texas, on the 10 day of December (month) 20 25 (year).

M. W. Lackey

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:
2025-1398227

Date Filed:
12/09/2025

Date Acknowledged:
12/17/2025

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

LCCx LLC
SAN ANTONIO, TX United States

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

Williamson County Lake Creek Annex

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.

25.1107R1
Commissioning

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 _____, _____, _____, _____, _____.
(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 **33.**

Meeting Date: 12/30/2025

Approval of Agreement for Commissioning Services with LLCx, LLC utilizing 25RFSQ7 - MEPFC pool for the WCRAS 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 LLCx, LLC for Commissioning Services of the Williamson County Regional Animal Shelter Building Addition to the not-to-exceed amount of Fourteen Thousand Two Hundred Fifty Dollars ($14,250.00) and authorize execution of the agreement. The funding source is P719.

Public Background

LLCx, LLC 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 Pool CC 1/7/25 Agenda Item #32. LLCx, LLC is recommended for this project following a project-specific evaluation of the firms from the 25RFSQ7 pool. LLCx, LLC received the highest score for this project. This Agreement for Commissioning Services between Williamson County and LLCx, LLC is to provide Commissioning Services to evaluate the design, performance and operation of the Williamson County Regional Animal Shelter Building Addition located at 1855 SE Inner Loop, Georgetown, TX 78626. Contract Audit and General Counsel have reviewed. A detailed scope of work is attached. The funding source is P719, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Commissioning Services

Form 1295 LCCx LLC Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/18/2025 08:48 AM
Form Started By: Michelle McKinney		Started On: 12/17/2025 02:39 PM
Final Approval Date: 12/18/2025		

AGREEMENT FOR COMMISSIONING SERVICES

PROJECT: **Williamson County Regional Animal Shelter Building Addition** ("Project")

COMMISSIONING PROVIDER: **LCCx, LLC.** ("CxP")
Mike Lackey, PE, Manager
1115 S Alamo St., Unit 3104
San Antonio, TX 78210

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

THIS AGREEMENT FOR COMMISSIONING 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, Texas** a body corporate and politic under the laws of the State of Texas ("County") and CxP.

RECITALS

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

WHEREAS, County intends to **have Commissioning Provider (CxP) evaluate the performance, design and operation of the Williamson County Regional Animal Shelter Building Addition**; and

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

WHEREAS, CxP represents that it is qualified and desires to perform such services;

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

ARTICLE 1
SCOPE OF AGREEMENT

CxP agrees to perform professional services in connection with the Project as stated herein, and for having rendered such services, County agrees to pay to CxP 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 CxP 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 CxP; however, any and all such information shall remain the property of County and shall be returned, if County so instructs CxP.

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
Owner's Project Requirements (OPR)

2.3.2
Basis of Design (BOD)

2.3.3
Design Review Comments

2.3.4
Commissioning (Cx) Plan

2.3.5
Test Procedures & Reports

2.3.6
Deficiency Log

2.3.7
Inspection Reports

2.3.8
Commissioning Report

2.3.9
Operation & Maintenance (O&M) and System Manuals

2.3.10

Training Plans and Reports

2.3.11
Warranties and Guarantees

2.3.12
As-Built Drawings

2.3.13
Williamson County Building Commissioning Guideline, Volume 1.1, July 21, 2023 edition as updated.

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

3.1 Non-collusion.
CxP warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for CxP, 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.
CxP must sign the Debarment Certification enclosed herewith as **Exhibit E**.

3.3 Financial Interest Prohibited.
CxP covenants and represents that CxP, 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, CxP shall review professional design and engineering plans 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. CxP shall also serve as County's professional commissioning provider in those phases of the Project to which this Agreement applies and will consult with and give advice to County during the performance of CxP's services.

4.2
CxP 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, CxP 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.
CxP shall not commence work until CxP 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.
CxP 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. The termination of this Agreement will be upon Final Certificate of Payment and achievement of all requirements for achieving Final Completion of the Project.

ARTICLE 6
COMPENSATION AND EXPENSES

6.1 Basic Fee.
For and in consideration of the Basic Services rendered by CxP, County shall pay to CxP up to **Fourteen Thousand Two Hundred Fifty Dollars ($14,250.)** 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 CxP 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.
CxP 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 CxP without markup. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and must not exceed **One Thousand Dollars ($ 1000.)**.

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 CxP shall receive, under a negotiated, written Supplemental Agreement, Additional Services compensation based upon invoices of percentage completion.

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

It is expressly understood and agreed that CxP 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, CxP 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**, CxP 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 correct statement as set forth in this **Article 8**, however, the approval or payment of any statement shall not be considered evidence of performance by CxP 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 CxP of the responsibility of correcting any errors or omissions resulting from CxP's negligence.

Upon submittal of the initial invoice, CxP 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 CxP 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. CxP 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 CxP 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 CxP 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 CxP 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 CxP 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 CxP 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.

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

LCCx, LLC.
Michael W Lackey, PE, Manager
1115 S Alamo St., Unit 3104
San Antonio, TX 78210

CxP shall have the right, from time to time, to change CxP'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 CxP under this Agreement, CxP'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 CxP's Designated Representative on behalf of CxP 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 CxP's Designated Representative shall be in accordance with such express standards or parameters. Any consent, approval, decision, or determination hereunder by CxP's Designated Representative shall be binding on CxP. CxP's Designated Representative shall have the right to modify, amend, and execute Supplemental Agreements on behalf of CxP.

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 CxP 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

CxP: LCCx
1115 S. Alamo St., Unit 3104
San Antonio, TX 78210

Attention: Michael W. Lackey, PE
Manager

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

ARTICLE 11
PROGRESS EVALUATION

Prior to the commencement of the Basic Services, CxP shall confer with County on the development of a proposed initial Project Schedule and, once such initial Project Schedule is completed, submit same to the County. Thereafter, CxP 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. CxP 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 CxP, conferences shall be provided at CxP'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 CxP 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 CxP to determine corrective action required.

CxP 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 CxP 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**. CxP 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 CxP WORK PRODUCT

13.1 Review Process.

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

13.1.1 Deliverables.
Reports, plans, surveys, field notes, original drawings, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, data, sketches and/or schematics prepared by CxP and supporting documents (collectively referred to hereinabove and hereinafter as the "CxP Work Product(s)"), shall be submitted by CxP 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 CxP 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 deliverable and County shall notify CxP 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 CxP and County's technical review process will begin.

If the submission is not Complete, County will notify CxP, 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 commissioning phase for compliance with this Agreement and general conformance with the Building Commissioning Guideline, Volume 1.1. "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 CxP work product, which is not specifically called-out by CxP as a pending coordination item, the work product will be returned to CxP along with written email notification which may describe preliminary deficiencies discovered and may reference the terms of **Paragraph 13.1.3** of this Agreement. CxP 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 CxP indicating specific deficiencies for correction. County will also issue a notice for CxP to deduct **One Thousand Dollars ($ 1,000)** from the CxP 's Basic Fee on the next invoice for each occurrence until the Basic Services are Accepted.

13.1.4 Final Approval.
After Acceptance, CxP shall perform any required modifications, changes, alterations, corrections, 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 CxP Work Product.

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

CxP'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 CxP 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 CxP's skill, ability, and knowledge in performing the Basic Services required hereunder in conformance with the standard of care for each discipline.

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 CxP **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**, CxP shall have the option of terminating this Agreement and, in the event, CxP 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 CxP 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 CxP shall be grounds for termination of this Agreement, and any increased costs arising from CxP's default, breach of contract, or violation of contract terms shall be paid by CxP.

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 CxP, as a consequence of failure by CxP 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 CxP, upon not less than **thirty (30) days** written notice to CxP.

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 CxP. In determining the value of the Basic Services performed by CxP 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 CxP defaults in the performance of this Agreement or if County terminates this Agreement for fault on the part of CxP, then County shall give consideration to the actual costs incurred by CxP 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 ar.other 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 CxP to fulfill its contractual obligations, then County may take over the Project and prosecute the Basic Services to completion. In such case, CxP shall be liable to County for any additional and reasonable costs incurred by County.

CxP shall be responsible for the settlement of all contractual and administrative issues arising out of any procurements made by CxP 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 "CxP Work Products") prepared by CxP 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 CxP's documents under this Agreement (including but not limited to commissioning plans and reports, test procedures and reports, 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 CxP.

By execution of this Agreement and in confirmation of the fee for services to be paid under this Agreement, CxP 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 Work Product developed under this Agreement. Copies may be retained by CxP. CxP 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 CxP or anyone connected with CxP, including agents, employees, Engineers or subcontractors/ subconsultants. All documents so lost or damaged shall be replaced or restored by CxP without cost to County.

Upon execution of this Agreement, CxP grants to County permission to reproduce CxP'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. CxP shall obtain similar permission from CxP's subcontractors/ subconsultants consistent with this Agreement. If and upon the date CxP is adjudged in default of this Agreement, County is permitted to authorize other similarly credentialed commissioning 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 CxP. However, County shall be permitted to authorize the contractor, subcontractors, and material or equipment suppliers to reproduce applicable portions of CxP Work Products appropriate to and for use in the execution of the Work. Submission or distribution of CxP Work Products to meet official regulatory requirements or for similar purposes in connection with the Project is permitted. Any unauthorized use of CxP Work Products shall be at County's sole risk and without liability to CxP and its subconsultants.

Prior to CxP providing to County any CxP Work Products in electronic form or County providing to CxP any electronic data for incorporation into CxP Work Products, County and CxP shall, by separate written agreement, set forth the specific conditions governing the format of such CxP Work Products or electronic data, including any special limitations not otherwise provided in this Agreement. Any electronic files are provided by CxP 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 CxP, the electronic copy shall prevail. Only printed copies of documents conveyed by CxP shall be relied upon.

CxP shall have no liability for changes made to the drawings by other consultants subsequent to the completion of the Project.

ARTICLE 18
PERSONNEL, EQUIPMENT, AND MATERIAL

CxP 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 CxP shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of CxP 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. CxP 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. CxP may not change the Project Manager without prior written consent of County.

ARTICLE 19
SUBCONTRACTING

CxP 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 CxP 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.
CxP 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, CxP 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. CxP shall furnish County with satisfactory proof of its compliance.

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

21.2 Taxes.
CxP 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

CXP 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 CXP, CXP'S EMPLOYEES, AGENTS, OR ANY OTHER PERSON OR ENTITY UNDER CONTRACT WITH CXP INCLUDING,

WITHOUT LIMITATION, CXP'S SUBCONSULTANTS, OR ANY OTHER ENTITY OVER WHICH CXP EXERCISES CONTROL.

CXP 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 CXP'S FAILURE TO PAY CXP'S EMPLOYEES, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, IN CONNECTION WITH ANY OF THE WORK PERFORMED OR TO BE PERFORMED UNDER THIS AGREEMENT BY CXP.

CXP 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, REPORTS, LOGS, O&M OR SYSTEM MANUALS OR SPECIFICATIONS FURNISHED BY CXP IN THE PERFORMANCE OF THIS AGREEMENT.

THE LIMITS OF INSURANCE REQUIRED IN THIS AGREEMENT AND/OR THE CONTRACT DOCUMENTS SHALL NOT LIMIT CXP'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 CXP IS NOT LEGALLY LIABLE, CXP'S OBLIGATIONS SHALL BE IN PROPORTION TO CXP'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 CXP OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY CXP, INCLUDING, BUT NOT LIMITED TO, DEFECTS, ERRORS, OR OMISSIONS IN THE CONSTRUCTION DOCUMENTS OR IN THE ADMINISTRATION OF THIS AGREEMENT BY CXP OR ANY OF ITS EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION DIRECTLY OR INDIRECTLY EMPLOYED BY CXP, 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 CXP AT COUNTY'S COST. CXP SHALL ALSO HOLD COUNTY HARMLESS AND INDEMNIFY COUNTY TO THE EXTENT THAT CXP, ANY OF ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CXP 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 CXP, ITS EMPLOYEES, AGENTS, SUBCONTRACTORS, SUBCONSULTANTS, OR SUPPLIERS, OR OTHER ENTITIES OVER WHICH CXP EXERCISES CONTROL, ARE ADJUDICATED AT FAULT.

ARTICLE 23
PROFESSIONAL'S RESPONSIBILITIES

CxP 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 CxP's

responsibilities for all questions arising from errors and/or omissions, subject to the dispute resolution provisions of **Article 31**. CxP 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
NOT USED

ARTICLE 25
INSURANCE

CxP must comply with the following insurance requirements at all times during this Agreement:

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

25.3 Premiums and Deductible.
CxP shall be responsible for payment of premiums for all insurance coverages required under this **Article 25**. CxP further agrees that for each claim, suit, or action made against insurance provided hereunder, with respect to all matters for which CxP is responsible hereunder, CxP shall be solely responsible for all deductibles and self-insured retentions. Any deductibles or self-

insured retentions over **$50,000** in CxP's insurance must be declared and approved in writing by County in advance.

25.4 Commencement of Work.

CxP shall not commence any work under this Agreement until it has obtained all required insurance and such insurance has been approved by County. As further set out below, CxP 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 CxP hereunder.

25.5 Insurance Company Rating.

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

25.6 Certification of Coverage.

Prior to the performance of any services, CxP 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, CxP shall not allow any subcontractor/subconsultant(s) to commence work to be performed in connection with this Contract until all required insurance has been obtained and approved and such approval shall not be unreasonably withheld. Approval of the insurance by County shall not relieve or decrease the liability of CxP hereunder.

25.7 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

25.8 No Arbitration.

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

25.9 Subcontractor/ Subconsultant's Insurance.

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

CxP shall obtain and monitor the certificates of insurance from each subcontractor/ subconsultant in order to assure compliance with the insurance requirements. CxP 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.

25.10 Insurance Policy Endorsements.

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

25.10.1

County shall be notified **ten (10) days** prior to the expiration, cancellation, nonrenewal or any material change in coverage, and such notice thereof shall be given to County by certified mail to:

Williamson County, Texas
C/O: Williamson County Risk Management
301 SE Inner Loop
Georgetown, TX. 78626
Email: coi.submission@wilco.org

25.10.2

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.

25.11 Notices by CxP.

CxP shall not cause any insurance to be canceled nor permit any insurance to lapse. In addition to any other notification requirements set forth hereunder, CxP 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.

25.12 Cost of Insurance.

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

ARTICLE 26
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, lawful assigns, and legal representatives. CxP 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
CxP'S ACCOUNTING RECORDS

CxP 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. CxP 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. CxP further agrees that County shall have access during normal working hours to all necessary CxP 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 CxP reasonable advance notice of intended audits.

ARTICLE 30
GENERAL PROVISIONS

30.1 Time is of the Essence.

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

30.2 Force Majeure.
Neither County nor CxP 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 services performed or furnished by CxP and its employees under this Agreement will be the care and skill ordinarily used by members of CxP'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 reviews of opinions of probable Project cost or probable construction cost provided by CxP are made on the basis of information available to CxP and on the basis of CxP's experience and qualifications and represents its judgment as an experienced and qualified professional. However, since CxP 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, CxP does not guarantee that proposals, bids or actual Project or construction cost will not vary from opinions of probable cost CxP 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 CxP 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 CxP), whether or not it results from, or involves, any action or failure to act by CxP or any employee or agent of CxP and which arises in any manner from the performance of this Agreement, CxP 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. CxP shall also immediately send to County a copy of any summons, subpoena, notice, or other documents served upon CxP, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from CxP'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. CxP 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 CxP 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 CxP.

ARTICLE 31
DISPUTE RESOLUTION

Except as otherwise specifically set forth herein, County and CxP 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 CxP release any material or information developed in the performance of its services hereunder without the express written permission of County.

ARTICLE 35
CxP's REPRESENTATIONS

CxP 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. CxP 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

CxP hereby acknowledges the services to be performed hereunder pertain to a secured correctional facility (Williamson County Jail) and that CxP must ensure that information relating all areas of the Williamson County Jail must not be disclosed to third parties. CxP expressly agrees that its employees, agents, or any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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. CxP 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 CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP exercises control who need access to information regarding the Williamson County Jail to carry out their obligations under this Agreement. CxP agrees that CxP and its employees, agents, any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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. CxP agrees that all of its employees, agents, any other person or entity under contract with CxP including, without limitation, CxP's subconsultants, or any other entity over which CxP 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 CxP 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.

CxP:
LCCx, LLC.

By: _____
Signature

Michael Lackey
Printed Name

Managing Member
Title

Date Signed: 12/15/25

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, CxP shall perform the following Basic Services, based on standard commissioning practices:

These services may include, but are not limited to developing commissioning plans, reviewing design documents, inspecting and testing systems, verifying performance, training staff, and documenting results as agreed to by County and CxP.

GENERAL REQUIREMENTS

Commissioning Criteria. CxP shall prepare all work in accordance with the latest version of applicable County's Building Commissioning Guideline, procedures, specifications, manuals, guidelines, and standard specifications.

Right-of-Entry and Coordination. CxP 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, CxP shall not commit acts which would result in damages to private property, and CxP shall make every effort to comply with the wishes and address the concerns of affected private property owners. CxP shall contact each property owner prior to any entry onto the owner's property and shall request concurrence from County prior to each entry.

CxP shall notify County and coordinate on all controls at project interfaces.

CxP shall review 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. CxP shall notify County in writing prior to beginning any services on any outside agency's exhibit.

Progress Reporting. CxP shall submit monthly (at a minimum) a progress status e-mail to County Architect Office (CxA) regardless of whether CxP is invoicing for that month.

CxP shall review the design and estimated construction schedule and provide findings in a format reasonably acceptable to County during project phases prior to the Construction Administration Phase. CxP 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, CxP shall review all electronic

closeout files provided by Contractor and A/E in formats reasonably acceptable to County. Within **three hundred (300) days** of completion of construction of the project, CxP shall provide a list of problems or concerns, suggested improvements, and ongoing commissioning plan in formats reasonably acceptable to County.

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

CxP 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. CxP shall coordinate issues through County's AO. County will communicate, in writing, resolution of issues and provide CxP direction through County's AO.

Level of Effort. CxP 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). CxP shall provide peer review at all levels. For each deliverable, CxP shall maintain evidence of CxP'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 CxP fail to provide the evidence of internal mark-ups. CxP shall clearly label each document submitted for quality assurance as an internal mark-up document.

CxP 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 CxP.

A submittal returned to CxP 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. CxP shall provide an updated schedule showing interim submission date changes to make-up for any lost time. CxP shall not submit an invoice until County accepts the submittal as reasonably complete.

Naming of Electronic Project Files and Organization of Commissioning Project Folders. CxP shall use succinct and understandable file names including project name, document content, and date created (i.e. "*Project_DOCUMENT_yyyy.mm.dd*"). CxP 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 procedure documents are provided for public reference at the following web address:

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

SCOPE OF WORK:

Williamson County Regional Animal Shelter – Building Addition
1855 SE Inner Loop
Georgetown, TX 78626
P#719

CxP to provide commissioning services for this project through design phase for MEP systems, building enclosure, and fire/life safety.

Systems to be commissioned:

- HVAC and associated controls
- Domestic hot water controls
- Lighting control systems
- Building enclosure
- Fire / life safety

CxP will assist County on development of OPR
CxP will provide design phase commissioning plan
CxP will review incorporation of OPR into BOD
CxP will provide five (5) reviews, including 1 Schematic Design, 2 Design Development, and 2 Construction Documents reviews
CxP will provide / edit commissioning specifications.
CxP will attend ten (10) design review meetings.

Commissioning services shall be conducted in phases as outlined herein. Phases may be combined to expedite commissioning 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 - PROJECT REQUIREMENTS

Upon receipt of written Notice to Proceed, CxP shall accomplish the following:

A. Investigate site/facility and verify known or existing conditions in occupied and existing buildings.

B. Clearly define Owner's Performance Requirements (OPR).

C. Develop and provide a comprehensive commissioning plan outlining the procedures, timelines, and responsibilities for each phase of the process.

D. 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.

E. Advise County of any changes, additions, or corrections to the preliminary program, plans, specifications, and budget.

F. Provide reports in accordance with County's Commissioning Guide.

Phase II - DESIGN PHASE COMMISSIONING

Upon County acceptance of previous phase, CxP shall proceed with the following:

A. Review project requirements and preliminary design documents, including modification of specifications regarding commissioning.

B. Review 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. Review design documents at 30%, 60%, and 90%. Verify that the construction meets the design specifications and the commissioning plan.

D. Review complete plans, specifications and engineering calculations setting forth in detail the work required for the architectural, structural, civil, mechanical, plumbing, electrical, landscaping and irrigation, and site work.

E. Provide deliverables in accordance with County's Commissioning Gude.

EXHIBIT B
FEE SCHEDULE

This schedule indicates fees by Phase of the Basic Fee:

		$	**14,250**	100%
100%	**LCCx**	**$**	**14,250**	
0%	**N/A**	**$**	**-**	
Phase I - PROJECT REQUIREMENTS		**$**	**4,730**	33%
	LCCx	$	4,730	
	N/A	$	-	
Phase II - DESIGN PHASE COMMISSIONING		**$**	**9,520**	67%
	LCCx	$	9,520	
	N/A	$	-	

EXHIBIT C

PRODUCTION SCHEDULE

A/E agrees to complete the professional design services called for in **Exhibit A** of this Agreement within **three hundred ten (310) 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	**12/30/25**

Phase I - PROJECT REQUIREMENTS

Provide OPR (Owner's Performance Requirements)	01/29/26
Provide comprehensive commissioning plan	02/18/26
County written authorization to proceed to next phase	03/02/26

Phase II - DESIGN PHASE COMMISSIONING

Develop pre-functional checklists for equipment/testing requirements	03/13/26
Review project requirements and preliminary design documents	04/03/26
Review design documents at 30%	04/10/26
Review design documents at 60%	05/13/26
Review design documents at 90%	11/05/26

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.

12/5/2025
WCRAS Building Addition

LCCx, LLC.

Signature of Certifying Official

Michael W. Lackey

Printed Name of Certifying Official

Managing Member

Title of Certifying Official

12-15-25

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 Michael W. Lackey (Signatory Name) the Managing Member (Signatory Title) of LCCx, LLC (Entity Name), on behalf of said firm.

Paula Gail Abbott
My Commission Expires
2/27/2029
Notary ID128901535

Paula Abbott

Notary Public in and for the
State of Texas

My commission expires: 2/27/2029

EXHIBIT F

CERTIFICATES OF INSURANCE

CxP and Subconsultant Certificates of Insurance attached:

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:
2025-1398217

Date Filed:
12/09/2025

Date Acknowledged:

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

LCCx LLC
SAN ANTONIO, TX United States

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

Williamson County Animal Shelter

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.

25-1108R1
Commissioning

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 Michael W. Lackey, and my date of birth is [redacted].

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

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

Executed in Bexar County, State of Texas, on the 10 day of December (month), 2025 (year).

M. W. Lackey

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:
2025-1398217

Date Filed:
12/09/2025

Date Acknowledged:
12/17/2025

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

LCCx LLC
SAN ANTONIO, TX United States

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

Williamson County Animal Shelter

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.

25-1108R1
Commissioning

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 _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

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

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

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

Commissioners Court - Regular Session **34.**

Meeting Date: 12/30/2025

Authorize Issuing RFSQ #26RFSQ13 for Development of a Regional Water Plan for the Department of Infrastructure

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 development of a Regional Water Plan for the Department of Infrastructure, under RFSQ #25RFSQ13.

Public Background

Williamson County is seeking engineering services for the development of a Regional Water Plan for the Department of Infrastructure. Estimated Budget is $500,000.00. The funding source is 01.0100.0409.004100, the Origination ID No. is 4518 and the point of contact is 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.	Delia Colon	12/19/2025 11:13 AM
Form Started By: Vickie Johnson		Started On: 12/19/2025 09:48 AM
Final Approval Date: 12/19/2025		

Commissioners Court - Regular Session **35.**

Meeting Date: 12/30/2025

Approval of Renewal #1 Contract #25IFB18 Between Williamson County and Central Texas Stone and Aggregate for Flexible Base Road and Bridge Department

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

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on approving Renewal #1 of Contract #25IFB18 between Williamson County and Central Texas Stone and Aggregate, for flexible base materials for the Road and Bridge Department, under the same pricing, terms, and conditions as the current contract, for the renewal period of 12 months, February 25, 2026, through February 24, 2027.

Public Background

This is the first renewal of Contract #25IFB18 between Williamson County and Central Texas Stone and Aggregate for flexible base materials for the Road & Bridge Department. This renewal is for a 12-month term, with one remaining 12-month renewal option available. The Road and Bridge Department has confirmed that the vendor has met all contract requirements and supports moving forward with Renewal #1. The original contract was approved by the Commissioners Court for the term of February 25, 2025, through February 24, 2026. Funding sources are 01.0200.0210.003597 and 01.0200.0210.003551. The point of contact for this item is Kelly Murphy.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Renewal #1

Original contract term

1295 document

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/22/2025 09:44 AM
Form Started By: Cheryl Johnson		Started On: 12/03/2025 11:38 AM
Final Approval Date: 12/22/2025		

Summary Agreement for Renewal of Williamson County Contract

Contract Number:	25IFB18	**Department:**	Road and Bridge
Vendor Name:	Central Texas Stone and Aggregate		
Purpose/Intended Use of Product or Service (summary):			
Flexible Base - 25IFB18			
Type of Contract:	IFB	**Start Date:**	25 February 2026
Purchasing Contact:	Cheryl Johnson	**End Date:**	24 February 2027
Department Contact:	Kelly Murphy		

- **Williamson County wishes to extend this bid/proposal for the same pricing, terms, and conditions as the existing contract.**
- PLEASE INCLUDE THE FOLLOWING:
  - COMPLETED 1295 FORM; AND
  - RENEWED INSURANCE CERTIFICATE IF IT WAS REQUIRED IN BID/PROPOSAL.

Renewal Option Period 1 25 February 2026 through 24 February 2027
Initial Contract Period 25 February 2025 through 24 February 2026

BY SIGNING BELOW, THE PARTIES AGREE TO THE TERMS OF EXTENSION SET FORTH AS STATED ABOVE

Vendor Central Texas Stone And Aggregate

Name Mark Staley

Title VP, Sales and Marketing

Signature _____

Date 12/15/25

Williamson County, 710 Main St., Georgetown, TX 78626

Williamson County Authorized Signature

Signature _____

Date _____

Original and renewal pricing

ITEM #	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE
1	Flexible Base, TxDOT Item 247, Type A Grade 4A	1,500	TON	$7.50
2	Flexible Base, TxDOT Item 247, Type A Grade 4B	35,000	TON	$7.50

Specifications

Bid Specifications

Technical Contact

Kelly Murphy

Background Information

Williamson County is seeking qualified companies to provide Flexible Base per item 247, Texas Department of Transportation, Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges 2024.

Contract Term

Initial 1 year

Additional Renewals Options

2 renewals at 12 months each

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:
2025-1399943

Date Filed:
12/14/2025

Date Acknowledged:
12/15/2025

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

Central Texas Stone And Aggregate
Florence, 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.

25IFB18
Aggregates

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 _____, _____, _____, _____, _____.
(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:
2025-1399943

Date Filed:
12/14/2025

Date Acknowledged:

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

Central Texas Stone And Aggregate
Florence, 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.

25IFB18
Aggregates

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

[redacted]

6 [redacted]

My name is [redacted], [redacted]

[redacted] Lane Austin TX 78717 US

[redacted]

[redacted] Williamson County Texas 15 December 25

[redacted]

Signature of authorized agent of contracting business entity

[redacted]

Commissioners Court - Regular Session **36.**

Meeting Date: 12/30/2025

Approval of Goods and Services Contract # 2026-121 for O'Connor-Mannheim RRFB Project for Road and Bridge Department

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 Goods and Services Contract #2026-121 for the O'Conner-Mannheim RRFB Project with G. Carter Construction Company and Williamson County, in the amount of Sixty-Five Thousand Four Hundred Thirty Dollars ($65,430.00) for FY 26, and execution of the agreement. The funding source is P738.

Public Background

This project includes the maintenance and safety improvements to signage, striping, pavement markings, warning lights, electrical power, controllers, pedestrian poles and concrete foundations at an existing pedestrian crosswalk located on O'Conner Drive near the intersection of Mannheim Blvd. Three quotes were obtained for these services. The funding source is P738, the Origination ID is 4348, and the Point of Contact is Jenifer Favreau.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Contract #2026-121 G. Carter Construction Company

1295 G. Carter Construction Company REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2025 11:58 AM
Form Started By: Vickie Johnson		Started On: 12/11/2025 11:13 AM
Final Approval Date: 12/19/2025		

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
WITH
G CARTER CONSTRUCTION COMPANY INC.
(O'Connor Drive Pedestrian Crosswalk)

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 GOODS AND 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 **G. Carter Construction Company 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.

Goods: Service Provider shall supply the County the goods described in the **Bid Form** attached marked as **Exhibit "A,"** which is incorporated herein, 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.

II.

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 **Bid Form** 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.

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, 2026, 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 Sixty-Five Thousand Four Hundred Thirty Dollars ($65,430.00).

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.

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 in any manner 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 agreement and shall in no manner incur any expense or liability on behalf of The County other than what may be expressly allowed under this agreement. The County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, consequential of any kind whatsoever for any acts by Service Provider or failure to act relating to the construction services being provided. Service Provider agrees to indemnify, hold harmless, and defend The County against any claim, demand, loss, injury, damages, actions, or liability of any kind against The County resulting from any services Service Provider performs on behalf of the County.

TO THE FULLEST EXTENT PERMITETED BY APPLICABLE LAW, SERVICE PROVIDER AND ITS AGENTS, PARTNERS, EMPLOYEES, AND CONSULTANTS (COLLECTIVELY "INDEMNITORS") SHALL AND DO AGREE TO INDEMNIFY, PROTECT, DEFENT WITH COUNSEL APPROVED BY COUNTY, AND HOLD HARMLESS THE COUNTY, REPRESENTATIVES OF THE COUNTY AND THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, ITS VARIOUS DEPARTMENTS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY "INDEMNITEES") FROM AND AGAINST ALL THIRD PARTY CLAIMS IN RELATION TO SERVICE PROVIDER'S PERFORMANCE OF THE WORK DESCRIBED HEREIN. DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, JUDGEMENT, AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, OF ANY NATURE, KIND OR DESCRIPTION (COLLECTIVELY "LIABILITIES") OF ANY PERSON OR ENTITY WHOMSOEVER, ARISING OUT OF, CAUSED BY, OR RESULTING FROM THE PERFORMANCE OF THE SERVICES OR ANY PART THEROF WHICH ARE CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF SERVICE PROVIDER, ANYONE DIRECTLY EMPLOYED BY IT OR ANYONE WHOSE ACTS IT MAY BE LIABLE, EVEN IF IT IS CAUSE IN PART BY THE NEGLIGENCE OR OMISSON OF ANY INDEMNITEE, SO LONG AS IT IS NOT CAUSED BY THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE. IN THE EVENT MORE THAN ONE OF THE INDEMNITORS ARE CONNECTED WITH AN ACCIDENT OR OCCURRENCE COVERED BY THIS INDEMNIFICATION, THEN EACH OF SUCH INDEMNITORS SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE TO THE INDEMNITEES FOR INDEMNIFICATION AND THE ULTIMATE RESPONSIBILITY AMONG SUCH INDEMNITORS FOR THE LOSS AND EXPENSE OF ANY SUCH INDEMNIFICATION SHALL BE SETTLED BY SEPARATE PROCEEDINGS AND WITHOUT JEAPORDY TO ANY INDEMNITEE. THE PROVISIONS OF THIS ARTICLE SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATIONS OR RIGHT WHICH COUNTY OR ANY OTHER INDEMNITEES HAS BY LAW. THE INDEMNITIES CONTAINED HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON WHATSOEVER.

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.

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

XXIII.

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

A. As described in **Bid Form**, 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.

XXIV.

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

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

WILLIAMSON COUNTY:

_____
Authorized Signature

_____
County Judge/Presiding Officer

Date: _____, _____ 20___

G. CARTER CONSTRUCTION CO. INC.:

_____
Authorized Signature

Pete Smith
Printed Name

Date: 12-2, _____ 2025

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Dec 10 2025 Time: 2:56 pm

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Dec 10 2025 **Time:** 11:30 am

Exhibit "A"
Bid Form

805 N. BELL BLVD.
CEDAR PARK, TEXAS 78613

(512) 258-1025
FAX (512) 258-1026

PROJECT: O'Connor Drive & Mannheim Court - Rectangular Rapid Flashing Beacons

ITEM #	CODE	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
0416	7042	DRILL SHAFT (TRF SIG POLE) (24 IN)	LF	18	$ 435.00	$ 7,830.00
0500	7001	MOBILIZATION	LS	1	$ 3,000.00	$ 3,000.00
0502	7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	1	$ 6,500.00	$ 6,500.00
0505	7003	TMA (MOBILE OPERATION)	DAY	2	$ 3,950.00	$ 7,900.00
0636	7001	ALUMINUM SIGNS (TY A)	SF	66	$ 75.00	$ 4,950.00
0644	7001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	4	$ 1,850.00	$ 7,400.00
0644	7073	REMOVE SM RD SN SUP&AM	EA	2	$ 310.00	$ 620.00
0666	7036	REFL PAV MRK TY I (W)24"(SLD)(100MIL)	LF	54	$ 30.00	$ 1,620.00
0666	7042	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	1	$ 350.00	$ 350.00
0666	7066	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	1	$ 350.00	$ 350.00
0666	7352	PAVEMENT SLER 24"	LF	54	$ 10.00	$ 540.00
0666	7353	PAVEMENT SLER (ARROW)	EA	1	$ 175.00	$ 175.00
0666	7354	PAVEMENT SLER (WORD)	EA	1	$ 175.00	$ 175.00
0678	7008	PAV SURF PREP FOR MRK (24")	LF	54	$ 5.00	$ 270.00
0678	7009	PAV SURF PREP FOR MRK (ARROW)	EA	1	$ 100.00	$ 100.00
0678	7016	PAV SURF PREP FOR MRK (WORD)	EA	1	$ 100.00	$ 100.00
0687	7005	REMOVE PED POLE ASSEMBLY	EA	2	$ 525.00	$ 1,050.00
6108	7004	RRFB (TWO-WAY WIRELESS) [INSTALL ONLY] **	EA	6	$ 3,750.00	$ 22,500.00
TOTAL BASE BID						**$ 65,430.00**

** INSTALL ONLY. WILLIAMSON COUNTY TO FURNISH MATERIALS AS SPECIFIED IN THE PLANS.

WE COULD START IN 4 - 5 WEEKS AFTER AQUIRING FND REBAR AND SIGNS & POSTS

PROJECT COMPLETED IN APROXIMATELY 2 WEEKS

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:
2025-1394724

Date Filed:
12/02/2025

Date Acknowledged:

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

G. Carter Construction Company Inc.
Cedar Park, 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.

2026-121
O'Connor Mannheim Traffic Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
G Carter Construction Company Inc	Cedar Park, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Allison Terry, and my date of birth is [redacted].

My address is [redacted] (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 2 day of December 2025.
(month) (year)

Allison Terry
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:
2025-1394724

Date Filed:
12/02/2025

Date Acknowledged:
12/11/2025

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

G. Carter Construction Company Inc.
Cedar Park, 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.

2026-121
O'Connor Mannheim Traffic Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
G Carter Construction Company Inc	Cedar Park, 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 _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

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

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

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

Commissioners Court - Regular Session **37.**

Meeting Date: 12/30/2025

Award of IFB #26IFB6 CR 110 North Project to Joe Bland Construction LLC 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 awarding IFB #26IFB6 to Joe Bland Construction LLC for the CR 110 North Project for Road Bonds/HNTB in the amount of $6,540,161.50 and authorize execution of this agreement. The funding source is P695.

Public Background

Williamson County sent out One Thousand Three Hundred and Twenty-Six (1,326) notifications with One Hundred Twenty (120) document takers and received Ten (10) submittals that were reviewed, and the apparent low bid. Joe Bland Construction LLC was found to be responsive and materially balanced. It is recommended that Williamson County award to Joe Bland Construction LLC. The funding source is P695, the Origination ID #4181, and the Point of Contact is Dana R. Ladzinski, P.E.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

26IFB6 Recommendation Package

1295 Joe Bland Construction REDACTED

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2025 12:04 PM
Form Started By: Vickie Johnson		Started On: 12/17/2025 09:54 AM
Final Approval Date: 12/19/2025		

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

WILLIAMSON COUNTY

THIS STANDARD FORM OF AGREEMENT (the "Agreement") is by and between WILLIAMSON COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter called "County") and Joe Bland Construction, LLC (hereinafter called "Contractor").

The County and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. Work

Contractor shall complete all Work as specified or indicated in the Contract Documents. The "Project" is generally described as follows:

Project No. **P695 - CR 110 North**

Article 2. Engineer of Record

The Project has been designed by **RPS**, who is hereinafter called the "Engineer of Record" and who is to act as the County's design professional.

Article 3. Contract Time

The Work shall be Substantially Completed in **327** calendar days (the "Contract Time"). Following Substantial Completion, the Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the time specified in the Special Conditions.

Article 4. Contract Price

County shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.1 below (the "Contract Price"):

4.1 For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Bid Form, and as totaled below:

TOTAL OF ALL UNIT PRICES Six Million, Five Hundred Forty Thousand, One Hundred Sixty-One Dollars and Fifty Cents $6,540,161.50 (Dollars)

As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by the Engineer of Record.

Article 5. Contractor's Representations

In order to induce County to enter into this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including the "technical data".

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site which have been identified. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that the County and Engineer of Record do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

5.5 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

5.6 Contractor has given Engineer of Record written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer of Record is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.7 Contractor represents and agrees that there are no obligations, commitments, or impediments of any kind that will limit or prevent performance of its obligations under the Contract Documents.

5.8 Contractor warrants, represents, and agrees that if (i) it is a corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations under the Contract Documents; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

5.9 Neither the execution and delivery of this Agreement by Contractor nor the performance of its obligations under the Contract Documents will result in the violation of any provision, if a corporation, of its articles of incorporation or by-laws, if a limited liability company, of its articles of organization or regulations, or if a partnership, by any partnership agreement by which Contractor is bound, or any agreement by which Contractor is bound or to the best of the Contractor's knowledge and belief, will conflict with any order or decree of any court or governmental instrumentality relating to Contractor.

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

Article 6. Contract Documents

The "Contract Documents," which comprise the entire agreement between the County and Contractor concerning the Work, consist of the following:

6.1 This Standard Form of Agreement

6.2 Performance Bond

6.3 Payment Bond

6.4 Maintenance Bond

6.5 Certificate of Insurance

6.6 Wage Rates

6.7 General Conditions

6.8 Special Conditions

6.9 Technical Specifications

6.10 Plan Drawings

6.11 Addenda numbers 1 to 2, inclusive

6.12 Contractor's Bid Affidavit and Bid Form

6.13 Documentation submitted by Contractor prior to Notice of Award.

6.14 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to applicable sections in the General Conditions.

The documents listed in paragraphs 6.2 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 6. The Contract Documents may only be amended, modified or supplemented as provided in the General Conditions.

Article 7. Miscellaneous

7.1 Terms used in this Agreement, which are defined in the General Conditions, will have the meanings indicated in the General Conditions.

7.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that

may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

7.3 The County and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

7.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken position.

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

7.6 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.

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

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

7.9 Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or

associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7.10 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 or employees, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

7.11 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or 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.

7.12 County and Contractor have signed this Agreement in triplicate. One counterpart each has been delivered to the County, Contractor and Engineer of Record. All portions of the Contract Documents have been signed, initialed or identified by County and Contractor or identified by Engineer of Record on their behalf.

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

This Agreement will be effective on _____, 20_____ (which is the "Effective Date" of the Agreement).

COUNTY_____

By:_____
Steven Snell,
Williamson County Judge

Attest_____

CONTRACTOR Joe Bland Construction, LLC

By: _____

Title: Collin Bland, President

[CORPORATE SEAL]

Attest _____

Williamson County Road Bond Program
CR 110 North
December 11, 2025

Bid Comparison

Bidder	Bid Amount	Rank	Difference from Engineer's Estimate ($)	Difference from Engineer's Estimate (%)	Difference from Low Bid ($)	Difference from Low Bid (%)
Joe Bland Construction, LLC	$ 6,540,161.50	1	($2,927,121.66)	-30.92%	$ -	0.0%
Capital Excavation Co.	$ 7,187,236.01	2	($2,280,047.15)	-24.08%	$ 647,074.51	9.9%
MA Smith Contracting Co., Inc.	$ 7,202,636.79	3	($2,264,646.37)	-23.92%	$ 662,475.29	10.1%
Liberty Civil Construction, LLC	$ 7,232,076.05	4	($2,235,207.11)	-23.61%	$ 691,914.55	10.6%
Jordan Foster Construction LLC	$ 7,311,353.00	5	($2,155,930.16)	-22.77%	$ 771,191.50	11.8%
Cash Construction Co., Inc.	$ 7,731,264.25	6	($1,736,018.91)	-18.34%	$ 1,191,102.75	18.2%
Dan Williams Company	$ 7,791,906.00	7	($1,675,377.16)	-17.70%	$ 1,251,744.50	19.1%
Chasco Constructors, LTD., LLP	$ 8,124,224.00	8	($1,343,059.16)	-14.19%	$ 1,584,062.50	24.2%
Aaron Concrete Contractors, LLC	$ 9,084,847.99	9	($382,435.17)	-4.04%	$ 2,544,686.49	38.9%
Packsaddle Management, LLC	$ 9,193,344.00	10	($273,939.16)	-2.89%	$ 2,653,182.50	40.6%

Williamson County Road Bond Program
CR 110 North
December 11, 2025

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction, LLC		Capital Excavation Co.		MA Smith Contracting Co., Inc.		Liberty Civil Construction, LLC		Jordan Foster Construction LLC		Cash Construction Co., Inc.		Dan Williams Company		Chasco Constructors, LTD., LLP		Aaron Concrete Contractors, LLC		Packsaddle Management, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
1	100-7002	PREPARING ROW	57	STA	$ 4,000.00	$ 228,000.00	$ 1,000.00	$ 57,000.00	$ 2,300.00	$ 131,100.00	$ 1,100.00	$ 62,700.00	$ 2,215.00	$ 126,255.00	$ 6,425.00	$ 366,225.00	$ 1,780.00	$ 101,460.00	$ 2,500.00	$ 142,500.00	$ 2,500.00	$ 142,500.00	$729.00	$ 41,553.00	$ 600.00	$ 34,200.00
2	104-7005	REMOV CONC (MOWSTRIP)	552	LF	$ 12.00	$ 6,624.00	$ 38.00	$ 20,976.00	$ 8.50	$ 4,692.00	$ 8.75	$ 4,830.00	$ 6.00	$ 3,312.00	$ 8.00	$ 4,416.00	$ 6.00	$ 3,312.00	$ 6.00	$ 3,312.00	$ 15.00	$ 8,280.00	$4.00	$ 2,208.00	$ 10.00	$ 5,520.00
3	104-7017	REMOV CONC (CURB & GUTTER)	176	LF	$ 7.00	$ 1,232.00	$ 34.00	$ 5,984.00	$ 22.35	$ 3,933.60	$ 10.00	$ 1,760.00	$ 6.00	$ 1,056.00	$ 15.00	$ 2,640.00	$ 6.00	$ 1,056.00	$ 6.00	$ 1,056.00	$ 15.00	$ 2,640.00	$6.00	$ 1,056.00	$ 10.00	$ 1,760.00
4	106-7002	OBLITERATING ABANDONED ROAD	460	SY	$ 5.00	$ 2,300.00	$ 10.00	$ 4,600.00	$ 17.70	$ 8,142.00	$ 11.00	$ 5,060.00	$ 15.00	$ 6,900.00	$ 15.00	$ 6,900.00	$ 15.00	$ 6,900.00	$ 8.00	$ 3,680.00	$ 20.00	$ 9,200.00	$27.00	$ 12,420.00	$ 10.00	$ 4,600.00
5	110-7001	EXCAV (ROADWAY)	66,819	CY	$ 20.00	$ 1,336,380.00	$ 12.00	$ 801,828.00	$ 10.40	$ 694,917.60	$ 17.75	$ 1,186,037.25	$ 12.30	$ 821,873.70	$ 11.11	$ 742,359.09	$ 15.00	$ 1,002,285.00	$ 14.75	$ 985,580.25	$ 17.50	$ 1,169,332.50	$26.00	$ 1,737,294.00	$ 26.00	$ 1,737,294.00
6	132-7005	EMBANK (FNL)(OC)(TY C)	14,009	CY	$ 25.00	$ 350,225.00	$ 7.00	$ 98,063.00	$ 25.00	$ 350,225.00	$ 23.00	$ 322,207.00	$ 9.00	$ 126,081.00	$ 26.50	$ 371,238.50	$ 3.00	$ 42,027.00	$ 36.25	$ 507,826.25	$ 11.00	$ 154,099.00	$37.00	$ 518,333.00	$ 25.00	$ 350,225.00
7	160-WC01	FURNISHING AND PLACING TOPSOIL (4")	51,649	SY	$ 2.00	$ 103,298.00	$ 1.25	$ 64,561.25	$ 2.30	$ 118,792.70	$ 1.00	$ 51,649.00	$ 1.00	$ 51,649.00	$ 1.45	$ 74,891.05	$ 2.00	$ 103,298.00	$ 1.50	$ 77,473.50	$ 3.00	$ 154,947.00	$2.00	$ 103,298.00	$ 2.00	$ 103,298.00
8	161-WC01	EROSION CONTROL COMPOST (3")	12,913	SY	$ 5.00	$ 64,565.00	$ 2.00	$ 25,826.00	$ 1.02	$ 13,171.26	$ 4.35	$ 56,171.55	$ 5.50	$ 71,021.50	$ 2.54	$ 32,799.02	$ 4.00	$ 51,652.00	$ 3.85	$ 49,715.05	$ 4.00	$ 51,652.00	$12.00	$ 154,956.00	$ 10.00	$ 129,130.00
9	162-WC103	MULCH TOPDRESSING (5")	12,913	SY	$ 7.00	$ 90,391.00	$ 2.00	$ 25,826.00	$ 1.02	$ 13,171.26	$ 4.75	$ 61,336.75	$ 5.80	$ 74,895.40	$ 3.10	$ 40,030.27	$ 7.00	$ 90,391.00	$ 8.50	$ 109,780.25	$ 5.50	$ 71,021.50	$6.00	$ 64,565.00	$ 10.00	$ 129,130.00
10	164-WC04	SEEDING FOR EROSION CONTROL (TEMP)(COOL)(TY4)	26,556	SY	$ 0.50	$ 13,278.00	$ 0.50	$ 13,278.00	$ 0.25	$ 6,639.00	$ 0.27	$ 7,170.12	$ 0.70	$ 18,589.20	$ 0.21	$ 5,576.76	$ 0.75	$ 19,917.00	$ 0.21	$ 5,576.76	$ 0.25	$ 6,639.00	$0.30	$ 7,966.80	$ 0.75	$ 19,917.00
11	164-WC11	SEEDING FOR EROSION CONTROL (TY 11)	75,279	SY	$ 0.50	$ 37,639.50	$ 0.50	$ 37,639.50	$ 0.25	$ 18,819.75	$ 0.22	$ 16,561.38	$ 0.70	$ 52,695.30	$ 0.21	$ 15,808.59	$ 0.50	$ 37,639.50	$ 0.23	$ 17,314.17	$ 0.25	$ 18,819.75	$0.24	$ 18,066.96	$ 0.75	$ 56,459.25
12	166-7002	FERTILIZER	3.24	TON	$ 1,400.00	$ 4,536.00	$ 3,000.00	$ 9,720.00	$ 1,710.00	$ 5,540.40	$ 2,900.00	$ 9,396.00	$ 2,500.00	$ 8,100.00	$ 2,200.00	$ 7,128.00	$ 2,590.00	$ 8,391.60	$ 1,600.00	$ 5,184.00	$ 2,200.00	$ 7,128.00	$3,120.00	$ 10,108.80	$ 3,000.00	$ 9,720.00
13	168-WC01	VEGETATIVE WATERING	1,549.9	TGL	$ 12.00	$ 18,598.80	$ 5.00	$ 7,749.50	$ 38.60	$ 59,826.14	$ 17.00	$ 26,348.30	$ 26.86	$ 41,630.31	$ 1.00	$ 1,549.90	$ 36.00	$ 55,796.40	$ 15.00	$ 23,248.50	$ 25.00	$ 38,747.50	$60.00	$ 92,994.00	$ 25.00	$ 38,747.50
14	169-7002	SOIL RET BLKT(SL_MOD_CLAY_LONG)	3,655	SY	$ 2.00	$ 7,310.00	$ 2.00	$ 7,310.00	$ 0.90	$ 3,289.50	$ 1.45	$ 5,299.75	$ 1.94	$ 7,090.70	$ 3.00	$ 10,965.00	$ 2.00	$ 7,310.00	$ 0.85	$ 3,106.75	$ 2.00	$ 7,310.00	$2.00	$ 7,310.00	$ 2.00	$ 7,310.00
15	247-7178	FL BS (CMP IN PLC)(TY A GR 4)(FINAL POS	13,187	CY	$ 55.00	$ 725,285.00	$ 64.00	$ 843,968.00	$ 44.50	$ 586,821.50	$ 45.00	$ 593,415.00	$ 49.00	$ 646,163.00	$ 49.49	$ 652,624.63	$ 53.00	$ 698,911.00	$ 45.00	$ 593,415.00	$ 55.00	$ 725,285.00	$66.00	$ 870,342.00	$ 48.00	$ 632,976.00
16	260-7003	LIME (QUICKLIME(SLURRY))	544	TON	$ 310.00	$ 168,640.00	$ 370.00	$ 201,280.00	$ 314.00	$ 170,816.00	$ 330.00	$ 179,520.00	$ 300.00	$ 163,200.00	$ 298.00	$ 162,112.00	$ 415.00	$ 225,760.00	$ 300.00	$ 163,200.00	$ 280.00	$ 152,320.00	$365.00	$ 198,560.00	$ 315.00	$ 171,360.00
17	260-7007	LIME TRT (EXIST MATL)(8")	30,239	SY	$ 7.00	$ 211,673.00	$ 7.00	$ 211,673.00	$ 5.70	$ 172,362.30	$ 3.25	$ 98,276.75	$ 4.00	$ 120,956.00	$ 2.93	$ 88,600.27	$ 5.00	$ 151,195.00	$ 3.00	$ 90,717.00	$ 3.50	$ 105,836.50	$6.00	$ 181,434.00	$ 12.00	$ 362,868.00
18	310-7015	PRIME COAT (MULTI OPTION)	5,211	GAL	$ 7.00	$ 36,477.00	$ 4.00	$ 20,844.00	$ 3.50	$ 18,238.50	$ 3.70	$ 19,280.70	$ 5.00	$ 26,055.00	$ 3.30	$ 17,196.30	$ 4.00	$ 20,844.00	$ 3.50	$ 18,238.50	$ 3.50	$ 18,238.50	$4.00	$ 20,844.00	$ 4.75	$ 24,752.25
19	316-7070	ASPH(AC-15P, HFRS-2P OR CRS-2P)	10,943	GAL	$ 5.00	$ 54,715.00	$ 3.50	$ 38,300.50	$ 3.20	$ 35,017.60	$ 3.35	$ 36,659.05	$ 7.00	$ 76,601.00	$ 3.00	$ 32,829.00	$ 3.00	$ 32,829.00	$ 3.10	$ 33,923.30	$ 3.25	$ 35,564.75	$4.00	$ 43,772.00	$ 4.75	$ 51,979.25
20	316-7187	AGGR (TY-D, GR-S)(SAC-B)	174	CY	$ 125.00	$ 21,750.00	$ 215.00	$ 37,410.00	$ 204.00	$ 35,496.00	$ 210.00	$ 36,540.00	$ 300.00	$ 52,200.00	$ 192.00	$ 33,408.00	$ 223.00	$ 38,802.00	$ 200.00	$ 34,800.00	$ 200.00	$ 34,800.00	$232.00	$ 40,368.00	$ 128.00	$ 22,272.00
21	341-7001	D-GR HMA TY-B PG64-22	6,001	TON	$ 110.00	$ 660,110.00	$ 88.00	$ 528,088.00	$ 86.20	$ 517,286.20	$ 88.00	$ 528,088.00	$ 100.00	$ 600,100.00	$ 84.00	$ 504,084.00	$ 103.00	$ 618,103.00	$ 82.00	$ 492,082.00	$ 86.00	$ 516,086.00	$98.00	$ 588,098.00	$ 108.00	$ 648,108.00
22	341-7004	D-GR HMA TY-B PG64-22 (LEVEL-UP)	30	TON	$ 120.00	$ 3,600.00	$ 110.00	$ 3,300.00	$ 104.00	$ 3,120.00	$ 110.00	$ 3,300.00	$ 140.00	$ 4,200.00	$ 125.00	$ 3,750.00	$ 109.00	$ 3,270.00	$ 100.00	$ 3,000.00	$ 105.00	$ 3,150.00	$119.00	$ 3,570.00	$ 108.00	$ 3,240.00
23	341-7050	D-GR HMA TY-D SAC-B PG70-22	4,517	TON	$ 140.00	$ 632,380.00	$ 118.00	$ 533,006.00	$ 117.00	$ 528,489.00	$ 120.00	$ 542,040.00	$ 130.00	$ 587,210.00	$ 112.00	$ 505,904.00	$ 136.00	$ 614,312.00	$ 112.00	$ 505,904.00	$ 115.00	$ 519,455.00	$133.00	$ 600,761.00	$ 147.00	$ 663,999.00
24	341-7051	D-GR HMA TY-D PG70-22 (LEVEL-UP)	50	TON	$ 150.00	$ 7,500.00	$ 115.00	$ 5,750.00	$ 113.00	$ 5,650.00	$ 120.00	$ 6,000.00	$ 135.00	$ 6,750.00	$ 125.00	$ 6,250.00	$ 118.00	$ 5,900.00	$ 110.00	$ 5,500.00	$ 112.00	$ 5,600.00	$128.00	$ 6,400.00	$ 147.00	$ 7,350.00
25	354-7019	PLANE & TEXT ASPH CONC PAV(2")	8,436	SY	$ 7.00	$ 59,052.00	$ 3.00	$ 25,308.00	$ 2.00	$ 16,872.00	$ 2.15	$ 18,137.40	$ 4.00	$ 33,744.00	$ 2.00	$ 16,872.00	$ 2.00	$ 16,872.00	$ 2.25	$ 18,981.00	$ 2.50	$ 21,090.00	$2.00	$ 16,872.00	$ 4.00	$ 33,744.00
26	401-7001	FLOWABLE BACKFILL	108	CY	$ 320.00	$ 34,560.00	$ 310.00	$ 33,480.00	$ 226.00	$ 24,408.00	$ 200.00	$ 21,600.00	$ 200.00	$ 21,600.00	$ 142.00	$ 15,336.00	$ 823.00	$ 88,884.00	$ 200.00	$ 21,600.00	$ 275.00	$ 29,700.00	$238.00	$ 25,704.00	$ 240.00	$ 25,920.00
27	402-7001	TRENCH EXCAVATION PROTECTION	800	LF	$ 7.00	$ 5,600.00	$ 5.00	$ 4,000.00	$ 11.00	$ 8,800.00	$ 1.00	$ 800.00	$ 2.00	$ 1,600.00	$ 3.50	$ 2,800.00	$ 0.50	$ 400.00	$ 1.50	$ 1,200.00	$ 1.00	$ 800.00	$1.00	$ 800.00	$ 3.00	$ 2,400.00
28	432-7002	RIPRAP (CONC)(5 IN)	532	CY	$ 600.00	$ 307,800.00	$ 455.00	$ 233,415.00	$ 720.00	$ 369,360.00	$ 690.00	$ 353,970.00	$ 533.45	$ 273,659.85	$ 608.00	$ 311,904.00	$ 857.00	$ 439,641.00	$ 550.00	$ 282,150.00	$ 950.00	$ 487,350.00	$563.00	$ 288,819.00	$ 600.00	$ 307,800.00
29	432-7013	RIPRAP (MOW STRIP)(4 IN)	56	CY	$ 600.00	$ 33,600.00	$ 775.00	$ 43,400.00	$ 990.00	$ 55,440.00	$ 785.00	$ 43,960.00	$ 601.14	$ 33,663.84	$ 725.00	$ 40,600.00	$ 1,000.00	$ 56,000.00	$ 700.00	$ 39,200.00	$ 2,435.00	$ 136,360.00	$834.00	$ 46,704.00	$ 550.00	$ 30,800.00
30	432-7043	RIPRAP (STONE PROTECTION)(18 IN)	4,948	CY	$ 200.00	$ 989,600.00	$ 60.00	$ 296,880.00	$ 85.00	$ 420,580.00	$ 125.00	$ 618,500.00	$ 77.57	$ 383,816.36	$ 118.00	$ 583,864.00	$ 118.00	$ 583,864.00	$ 100.00	$ 494,800.00	$ 138.00	$ 682,824.00	$96.00	$ 475,008.00	$ 135.00	$ 667,980.00
31	450-7030	RAIL (TY C1W)	113	LF	$ 230.00	$ 25,990.00	$ 275.00	$ 31,075.00	$ 420.00	$ 47,460.00	$ 300.00	$ 33,900.00	$ 420.00	$ 47,460.00	$ 265.00	$ 29,945.00	$ 403.00	$ 45,539.00	$ 375.00	$ 42,375.00	$ 315.00	$ 35,595.00	$294.00	$ 33,222.00	$ 400.00	$ 45,200.00
32	462-7007	CONC BOX CULV (5 FT X 3 FT)	232	LF	$ 500.00	$ 116,000.00	$ 480.00	$ 111,360.00	$ 450.00	$ 104,400.00	$ 462.00	$ 107,184.00	$ 476.44	$ 110,534.08	$ 585.00	$ 135,720.00	$ 600.00	$ 139,200.00	$ 475.00	$ 110,200.00	$ 490.00	$ 113,680.00	$475.00	$ 110,200.00	$ 550.00	$ 127,600.00
33	462-7011	CONC BOX CULV (6 FT X 3 FT)	576	LF	$ 550.00	$ 316,800.00	$ 570.00	$ 328,320.00	$ 500.00	$ 288,000.00	$ 560.00	$ 322,560.00	$ 539.58	$ 310,798.08	$ 502.00	$ 289,152.00	$ 685.00	$ 394,560.00	$ 550.00	$ 316,800.00	$ 545.00	$ 313,920.00	$564.00	$ 324,864.00	$ 650.00	$ 374,400.00
34	462-7022	CONC BOX CULV (8 FT X 5 FT)	655	LF	$ 1,000.00	$ 655,000.00	$ 655.00	$ 429,025.00	$ 820.00	$ 537,100.00	$ 740.00	$ 484,700.00	$ 858.85	$ 562,546.75	$ 732.00	$ 479,460.00	$ 760.00	$ 497,800.00	$ 760.00	$ 497,800.00	$ 915.00	$ 599,325.00	$911.00	$ 596,705.00	$ 1,100.00	$ 720,800.00
35	464-7003	RC PIPE (CL III)(18 IN)	668	LF	$ 80.00	$ 53,440.00	$ 95.00	$ 63,460.00	$ 90.60	$ 60,520.80	$ 85.00	$ 56,780.00	$ 85.00	$ 56,780.00	$ 85.00	$ 56,780.00	$ 99.00	$ 66,132.00	$ 70.00	$ 46,760.00	$ 65.00	$ 43,420.00	$94.00	$ 62,792.00	$ 90.00	$ 60,120.00
36	464-7040	RC PIPE (ARCH)(CL III)(DES 1)	42	LF	$ 200.00	$ 8,400.00	$ 255.00	$ 10,710.00	$ 149.00	$ 6,258.00	$ 180.00	$ 7,560.00	$ 190.00	$ 7,980.00	$ 235.00	$ 9,870.00	$ 355.00	$ 14,910.00	$ 300.00	$ 12,600.00	$ 235.00	$ 9,870.00	$208.00	$ 8,736.00	$ 550.00	$ 23,100.00
37	465-7024	INLET (COMPL)(PCO)(SET)(BOTH)	1	EA	$ 9,750.00	$ 9,750.00	$ 10,750.00	$ 10,750.00	$ 8,300.00	$ 8,300.00	$ 7,500.00	$ 7,500.00	$ 7,482.50	$ 7,482.50	$ 9,822.72	$ 9,822.72	$ 10,000.00	$ 10,000.00	$ 9,500.00	$ 9,500.00	$ 11,848.00	$ 11,848.00	$6,354.00	$ 6,354.00	$ 11,250.00	$ 11,250.00
38	466-7146	WINGWALL (PW - 1) (HW=4 FT)	2	EA	$ 5,000.00	$ 10,000.00	$ 6,700.00	$ 13,400.00	$ 4,500.00	$ 9,000.00	$ 5,000.00	$ 10,000.00	$ 14,998.77	$ 29,197.54	$ 5,500.00	$ 11,000.00	$ 6,500.00	$ 13,000.00	$ 5,000.00	$ 10,000.00	$ 10,000.00	$ 20,000.00	$14,830.00	$ 29,660.00	$ 9,000.00	$ 18,000.00
39	466-7160	WINGWALL (PW - 5) (HW=4 FT)	2	EA	$ 9,500.00	$ 19,000.00	$ 4,750.00	$ 9,500.00	$ 5,700.00	$ 11,400.00	$ 4,500.00	$ 9,000.00	$ 14,970.52	$ 29,941.04	$ 11,500.00	$ 23,000.00	$ 12,000.00	$ 24,000.00	$ 9,500.00	$ 19,000.00	$ 8,500.00	$ 17,000.00	$10,151.00	$ 20,302.00	$ 9,200.00	$ 18,400.00
40	466-7174	WINGWALL (PW - 1) (HW=4 FT)	1	EA	$ 17,000.00	$ 17,000.00	$ 18,500.00	$ 18,500.00	$ 12,900.00	$ 12,900.00	$ 9,500.00	$ 9,500.00	$ 25,391.06	$ 25,391.06	$ 22,000.00	$ 22,000.00	$ 14,000.00	$ 14,000.00	$ 25,000.00	$ 25,000.00	$ 14,000.00	$ 14,000.00	$16,695.00	$ 16,695.00	$ 1,900.00	$ 1,900.00
41	466-7176	WINGWALL (PW - 1) (HW=6 FT)	1	EA	$ 20,000.00	$ 20,000.00	$ 34,500.00	$ 34,500.00	$ 28,000.00	$ 28,000.00	$ 20,000.00	$ 20,000.00	$ 55,429.42	$ 55,429.42	$ 40,000.00	$ 40,000.00	$ 29,000.00	$ 29,000.00	$ 40,000.00	$ 40,000.00	$ 27,000.00	$ 27,000.00	$32,157.00	$ 32,157.00	$ 50,000.00	$ 50,000.00
42	466-7178	WINGWALL (PW - 5) (HW=6 FT)	2	EA	$ 50,000.00	$ 100,000.00	$ 51,000.00	$ 102,000.00	$ 51,000.00	$ 102,000.00	$ 30,000.00	$ 60,000.00	$ 35,300.00	$ 70,600.00	$ 40,000.00	$ 80,000.00	$ 50,000.00	$ 100,000.00	$ 40,000.00	$ 80,000.00	$ 52,000.00	$ 104,000.00	$82,551.00	$ 165,102.00	$ 75,000.00	$ 150,000.00
43	467-7126	SET (TY I)(S= 6 FT)(HW= 3 FT)(6:1)	3	EA	$ 10,750.00	$ 32,250.00	$ 12,500.00	$ 37,500.00	$ 11,100.00	$ 33,300.00	$ 7,900.00	$ 23,700.00	$ 32,294.14	$ 96,882.42	$ 12,500.00	$ 37,500.00	$ 17,000.00	$ 51,000.00	$ 10,500.00	$ 31,500.00	$ 13,000.00	$ 39,000.00	$10,117.00	$ 30,351.00	$ 13,000.00	$ 39,000.00
44	467-7308	SET (TY II) (18 IN) (RCP) (6: 1) (P)	12	EA	$ 1,300.00	$ 15,600.00	$ 3,000.00	$ 36,000.00	$ 3,010.00	$ 36,120.00	$ 1,800.00	$ 21,600.00	$ 2,509.91	$ 30,118.92	$ 2,600.00	$ 31,200.00	$ 2,830.00	$ 33,960.00	$ 1,500.00	$ 18,000.00	$ 3,500.00	$ 42,000.00	$2,404.00	$ 28,848.00	$ 3,000.00	$ 36,000.00
45	496-7002	REMOV STR (INLET)	3	EA	$ 1,150.00	$ 3,450.00	$ 1,000.00	$ 3,000.00	$ 1,920.00	$ 5,760.00	$ 1,700.00	$ 5,100.00	$ 696.59	$ 2,089.77	$ 900.00	$ 2,700.00	$ 1,510.00	$ 4,530.00	$ 1,200.00	$ 3,600.00	$ 1,500.00	$ 4,500.00	$419.00	$ 1,257.00	$ 1,500.00	$ 4,500.00
46	496-7004	REMOV STR (SET)	2	EA	$ 570.00	$ 1,140.00	$ 500.00	$ 1,000.00	$ 620.00	$ 1,240.00	$ 700.00	$ 1,400.00	$ 290.59	$ 581.18	$ 465.00	$ 930.00	$ 1,070.00	$ 2,140.00	$ 350.00	$ 700.00	$ 500.00	$ 1,000.00	$454.00	$ 908.00	$ 1,000.00	$ 2,000.00
47	496-7007	REMOV STR (PIPE)	45	LF	$ 18.00	$ 810.00	$ 75.00	$ 3,375.00	$ 43.70	$ 1,966.50	$ 40.00	$ 1,800.00	$ 26.08	$ 1,173.60	$ 23.00	$ 1,035.00	$ 61.00	$ 2,745.00	$ 30.00	$ 1,350.00	$ 35.00	$ 1,575.00	$24.00	$ 1,080.00	$ 100.00	$ 4,500.00
48	496-7033	REMOV STR (BUILDING)	1	EA	$ 35,000.00	$ 35,000.00	$ 30,000.00	$ 30,000.00	$ 5,000.00	$ 5,000.00	$ 12,000.00	$ 12,000.00	$ 62,142.97	$ 62,142.97	$ 9,800.00	$ 9,800.00	$ 4,780.00	$ 4,780.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$ 10,000.00	$5,320.00	$ 5,320.00	$ 2,000.00	$ 2,000.00
49	500-7001	MOBILIZATION	1	LS	$ 860,662.11	$ 860,662.11	$ 125,000.00	$ 125,000.00	$ 630,000.00	$ 630,000.00	$ 200,000.00	$ 200,000.00	$ 200,000.15	$ 200,000.15	$ 500,000.00	$ 500,000.00	$ 309,000.00	$ 309,000.00	$ 700,000.00	$ 700,000.00	$ 474,000.00	$ 474,000.00	$445,581.00	$ 445,581.00	$ 340,000.00	$ 340,000.00
50	502-7001	BARRICADES, SIGNS AND TRAFFIC HANDLING	11	MO	$ 20,000.00	$ 220,000.00	$ 3,500.00	$ 38,500.00	$ 3,520.00	$ 38,720.00	$ 5,000.00	$ 55,000.00	$ 3,683.28	$ 40,516.08	$ 3,000.00	$ 33,000.00	$ 6,590.00	$ 72,490.00	$ 15,000.00	$ 165,000.00	$ 5,000.00	$ 55,000.00	$2,102.00	$ 23,122.00	$ 2,000.00	$ 22,000.00
51	503-7001	PORTABLE CHANGEABLE MESSAGE SIGN	28	DAY	$ 100.00	$ 2,800.00	$ 55.00	$ 1,540.00	$ 96.90	$ 2,713.20	$ 80.00	$ 2,240.00	$ 87.00	$ 2,436.00	$ 135.00	$ 3,780.00	$ 79.00	$ 2,212.00	$ 150.00	$ 4,200.00	$ 200.00	$ 5,600.00	$144.00	$ 4,032.00	$ 100.00	$ 2,800.00
52	506-7001	ROCK FILTER DAMS (INSTALL) (TY 1)	315	LF	$ 45.00	$ 14,175.00	$ 35.00	$ 11,025.00	$ 37.00	$ 11,655.00	$ 34.00	$ 10,710.00	$ 32.00	$ 10,080.00	$ 27.00	$ 8,505.00	$ 29.00	$ 9,135.00	$ 34.25	$ 10,788.75	$ 40.00	$ 12,600.00	$29.00	$ 9,135.00	$ 30.00	$ 9,450.00
53	506-7002	ROCK FILTER DAMS (INSTALL) (TY 2)	189	LF	$ 50.00	$ 9,450.00	$ 45.00	$ 8,505.00	$ 41.15	$ 7,777.35	$ 43.00	$ 8,127.00	$ 35.00	$ 6,615.00	$ 39.00	$ 7,371.00	$ 31.00	$ 5,859.00	$ 38.00	$ 7,182.00	$ 40.00	$ 7,560.00	$46.00	$ 8,694.00	$ 32.00	$ 6,048.00
54	506-7011	ROCK FILTER DAMS (REMOVE)	54	LF	$ 14.00	$ 756.00	$ 25.00	$ 1,350.00	$ 15.80	$ 853.20	$ 16.00	$ 864.00	$ 14.98	$ 809.04	$ 13.00	$ 702.00	$ 15.00	$ 810.00	$ 14.75	$ 796.50	$ 15.00	$ 810.00	$27.00	$ 1,458.00	$ 18.00	$ 972.00
55	506-7020	CONSTRUCTION EXITS (INSTALL) (TY 1)	400	SY	$ 30.00	$ 12,000.00	$ 25.00	$ 10,000.00	$ 33.90	$ 13,560.00	$ 26.00	$ 10,400.00	$ 20.00	$ 8,000.00	$ 26.00	$ 10,400.00	$ 15.00	$ 6,000.00	$ 32.25	$ 12,900.00	$ 30.00	$ 12,000.00	$21.00	$ 8,400.00	$ 14.00	$ 5,600.00
56	506-7024	CONSTRUCTION EXITS (REMOVE)	400	SY	$ 10.00	$ 4,000.00	$ 5.00	$ 2,000.00	$ 14.70	$ 5,880.00	$ 7.25	$ 2,900.00	$ 11.83	$ 4,732.00	$ 15.00	$ 6,000.00	$ 11.00	$ 4,400.00	$ 13.75	$ 5,500.00	$ 15.00	$ 6,000.00	$6.00	$ 2,400.00	$ 10.00	$ 4,000.00
57	506-7039	TEMP SEDMT CONT FENCE (INSTALL)	5,309	LF	$ 5.00	$ 26,545.00	$ 5.00	$ 26,545.00	$ 4.00	$ 21,236.00	$ 4.25	$ 22,563.25	$ 4.50	$ 23,890.50	$ 3.35	$ 17,785.15	$ 3.00	$ 15,927.00	$ 3.75	$ 19,908.75	$ 4.00	$ 21,236.00	$5.00	$ 26,545.00	$ 4.00	$ 21,236.00
58	506-7041	TEMP SEDMT CONT FENCE (REMOVE)	5,309	LF	$ 2.00	$ 10,618.00	$ 1.00	$ 5,309.00	$ 1.00	$ 5,309.00	$ 1.10	$ 5,839.90	$ 0.72	$ 3,822.48	$ 1.15	$ 6,105.35	$ 0.75	$ 3,981.75	$ 1.00	$ 5,309.00	$ 1.00	$ 5,309.00	$1.00	$ 5,309.00	$ 1.00	$ 5,309.00
59	508-7001	CONSTRUCTING DETOURS	334	SY	$ 80.00	$ 26,720.00	$ 165.00	$ 55,110.00	$ 161.00	$ 53,774.00	$ 154.00	$ 51,436.00	$ 150.96	$ 50,420.64	$ 180.00	$ 60,120.00	$ 176.00	$ 58,784.00	$ 150.00	$ 50,100.00	$ 230.00	$ 76,820.00	$172.00	$ 57,448.00	$ 135.00	$ 45,090.00
60	512-7009	PORT CTB (FUR & INST)(LOW PROF)(TY 1)	1,360	LF	$ 35.00	$ 47,600.00	$ 40.00	$ 54,400.00	$ 15.75	$ 21,420.00	$ 60.00	$ 81,600.00	$ 78.30	$ 106,488.00	$ 15.75	$ 21,420.00	$ 18.00	$ 24,480.00	$ 25.00	$ 34,000.00	$ 54.00	$ 73,440.00	$76.00	$ 103,360.00	$ 80.00	$ 108,800.00
61	512-7010	PORT CTB (FUR & INST)(LOW PROF)(TY 2)	160	LF	$ 40.00	$ 6,400.00	$ 35.00	$ 5,600.00	$ 15.75	$ 2,520.00	$ 60.00	$ 9,600.00	$ 77.19	$ 12,350.40	$ 41.00	$ 6,560.00	$ 18.00	$ 2,880.00	$ 25.00	$ 4,000.00	$ 66.00	$ 10,560.00	$83.00	$ 13,280.00	$ 80.00	$ 12,800.00
62	512-7033	PORT CTB (MOVE)(LOW PROF)(TY 1)	680	LF	$ 8.00	$ 5,280.00	$ 15.00	$ 9,900.00	$ 9.55	$ 6,303.00	$ 1.00	$ 5,280.00	$ 36.33	$ 23,977.80	$ 12.00	$ 7,920.00	$ 3.00	$ 1,980.00	$ 12.50	$ 8,250.00	$ 11.00	$ 7,260.00	$18.00	$ 11,880.00	$ 18.00	$ 11,880.00
63	512-7034	PORT CTB (MOVE)(LOW PROF)(TY 2)	40	LF	$ 11.00	$ 440.00	$ 35.00	$ 1,400.00	$ 9.55	$ 382.00	$ 20.00	$ 800.00	$ 36.33	$ 1,453.20	$ 34.00	$ 1,360.00	$ 35.00	$ 1,400.00	$ 3.00	$ 120.00	$ 12.50	$ 500.00	$18.00	$ 720.00	$ 18.00	$ 720.00
64	512-7057	PORT CTB (REMOVE)(LOW PROF)(TY 1)	1,360	LF	$ 10.00	$ 13,600.00	$ 25.00	$ 34,000.00	$ 15.75	$ 21,420.00	$ 18.00	$ 24,480.00	$ 56.86	$ 77,329.60	$ 16.00	$ 21,760.00	$ 11.00	$ 14,960.00	$ 10.00	$ 13,600.00	$ 30.00	$ 40,800.00	$16.00	$ 21,760.00	$ 26.00	$

BID ITEM	TECH SPEC	DESCRIPTION	BID QUANTITY	UNIT MEASURE	Engineer's Estimate		Joe Bland Construction, LLC		Capital Excavation Co.		MA Smith Contracting Co., Inc.		Liberty Civil Construction, LLC		Jordan Foster Construction LLC		Cash Construction Co., Inc.		Dan Williams Company		Chasco Constructors, LTD., LLP		Aaron Concrete Contractors, LLC		Packsaddle Management, LLC	
					UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID	UNIT COST	AMOUNT BID
128	341-WC02	FORCE ACCOUNT - ESTIMATED PLACEMENT AND PRODUCTION BONUS/PENALTY (TY D SURFACE)	48,000.00	DOL	$ 1.00	$ 48,000.00	$ 1.00	$ 48,000.00	$ 1.00	$ 48,000.00	$ 1.00	$ 48,000.00	$ 1.00	$ 48,000.00	$ 1.00	$ 48,000.00	$ 1.00	$ 48,000.00	$ 1.00	$ 48,000.00	$ 1.00	$ 48,000.00	$ 1.00	$ 48,000.00	$ 1.00	$ 48,000.00
129	585-WC01	FORCE ACCOUNT - ESTIMATED RIDE QUALITY BONUS/PENALTY	5,900.00	DOL	$ 1.00	$ 5,900.00	$ 1.00	$ 5,900.00	$ 1.00	$ 5,900.00	$ 1.00	$ 5,900.00	$ 1.00	$ 5,900.00	$ 1.00	$ 5,900.00	$ 1.00	$ 5,900.00	$ 1.00	$ 5,900.00	$ 1.00	$ 5,900.00	$ 1.00	$ 5,900.00	$ 1.00	$ 5,900.00
130	999-WC01	FORCE ACCOUNT	50,000.00	DOL	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00	$ 1.00	$ 50,000.00
		TOTAL COST ADJUSTED FOR CORRECTNESS				**$ 9,467,283.16**		**$ 6,540,161.50**		**$ 7,187,236.01**		**$ 7,202,636.79**		**$ 7,232,076.05**		**$ 7,311,353.00**		**$ 7,731,264.25**		**$ 7,791,906.00**		**$ 8,124,224.00**		**$ 9,084,847.99**		**$ 9,193,344.00**
		ACTUAL BID PROPOSAL						$6,540,161.50		$7,187,236.01		$7,202,636.79		$7,232,076.05		$7,311,353.00		$7,731,264.25		$7,791,906.00		$8,124,224.00		$9,084,847.99		$9,193,344.00
		ADJUSTMENT DIFFERENCE						$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
		Acknowledgement of Addendum						Y		Y		Y		Y		Y		Y		Y		Y		Y		Y
		Anti-Boycott Statement						Y		Y		Y		Y		Y		Y		Y		Y		Y		Y
		Bid Affidavit						Y		Y		Y		Y		Y		Y		Y		Y		Y		Y
		Bidder References (Minimum of Three)						Y		Y		Y		Y		Y		Y		Y		Y		Y		Y
		Conflict of Interest Questionnaire						Y		Y		Y		Y		Y		Y		Y		Y		Y		Y

HNTB Corporation
The HNTB Companies
Engineers Architects Planners

101 E. Old Settlers Blvd
Suite 225
Round Rock, TX 78664

Telephone (512) 744-9082
www.hntb.com

December 16, 2025

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

Attention: Kerstin Hancock
Deputy Purchasing Agent

Re: Williamson County Road Bond Program
CR 110 North
Williamson County Project No. 26IFB6
Recommendation of Contractor Award

Dear Ms. Hancock,

Please find attached the bid tabulation for the subject-referenced project. The bids have been reviewed, and the apparent low bidder (Joe Bland Construction, LLC) was found to be responsive and materially balanced. Following is a summary of the bid totals:

1.	Joe Bland Construction, LLC	$6,540,161.50
2.	Capital Excavation Co.	$7,187,236.01
3.	MA Smith Contracting Co., Inc.	$7,202,636.79
4.	Liberty Civil Construction, LLC	$7,232,076.05
5.	Jordan Foster Construction LLC	$7,311,353.00
6.	Cash Construction Co., Inc.	$7,731,264.25
7.	Dan Williams Company	$7,791,906.00
8.	Chasco Constructors, LTD., LLP	$8,124,224.00
9.	Aaron Concrete Contractors, LLC	$9,084,847.99
10.	Packsaddle Management, LLC	$9,193,344.00

The lowest bidder was 30.92% under the Engineers Estimate. The bidding was competitive with the lowest two bidders being within 9.9% of each other.

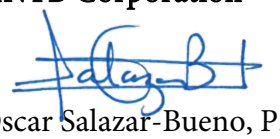
In addition to meeting the bid qualifications subject to being low bidder, Joe Bland Construction, LLC is currently the Contractor on SH 195 at Ronald Regan Blvd. and has successfully completed previous projects for Williamson County including CR 307 Reconstruction, Southwest Bypass Ext., CR 258 Extension, CR 245 Reconstruction, CR 119 from Limmer Loop to Chandler Road, CR 176 at RM 2243 Intersection, and Ronald Reagan Boulevard at Santa Rita Ranch. Based on the quality of work performed by the Contractor and favorable working relationship with the

County and its Representatives, we concur with the recommendation of the Design Engineer, RPS for the award of the CR 110 North construction contract to Joe Bland Construction, LLC in the amount of $6,540,161.50.

Please feel free to contact our office with any questions.

Respectfully Submitted,

HNTB Corporation



Oscar Salazar-Bueno, P.E.

VIA E-MAIL

Attachments: Bid Tabulation Analysis, Engineer's Letter of Recommendation, Standard Agreement, Form 1295

Cc: Judge Snell, Williamson County Judge
Commissioner Cook, Williamson County, Pct. 1
Commissioner Long, Williamson County, Pct. 2
Commissioner Covey, Williamson County, Pct. 3
Commissioner Boles, Williamson County, Pct. 4
Robert B. Daigh, Williamson County
Adam Boatright, Williamson County
Matt Williamson, Williamson County
Christen Eschberger, HNTB Corporation

4801 Southwest Parkway,
Parkway 1, Suite 185
Austin TX 78735
T +1 512 328 5771

December 16, 2025

Dana Ladzinski, PE
Project Manager
HNTB Corporation
200 W. 6th Street, Suite 2400
Austin, TX 78701

RE: Recommendation for Award
CR110 N Project
Williamson County, TX
RPS Project No. 106651

Dear Ms. Ladzinski:

On December 11, 2025, contractor bids were submitted and opened for the CR110 N Project. We have reviewed the bids, and a summary of contractor bid amount is as follows:

1. JOE BLAND CONSTRUCTION, LLC — $6,540,161.50
2. CAPITAL EXCAVATION CO — $7,187,236.01
3. MA SMITH CONTRACTING CO., INC — $7,202,636.79
4. LIBERTY CIVIL CONSTRUCTION, LLC — $7,232,076.05
5. JORDAN FOSTER CONSTRUCTION LLC — $7,311,353.00
6. CASH CONSTRUCTION CO., INC. —$7,731,264.25
7. DAN WILLIAMS COMPANY — $7,791,906.00
8. CHASCO CONSTRUCTORS, LTD., LLP. — $8,124,224.00
9. AARON CONCRETE CONTRACTORS, LLC — $9,084,847.99
10. PACKSADDLE MANAGEMENT, LLC — $9,193,344.00

A detailed bid comparison analysis sheet is attached for your records. The bids ranged from 1 percent to 700 percent above the Engineer's Estimate. There were no errors detected, mathematical or otherwise, that would require disqualification of any of the bidders. JOE BLAND CONSTRUCTION, LLC submitted the lowest bid in the amount of $6,540,161.50.
Based on the low bid amount, we recommend that JOE BLAND CONSTRUCTION, LLC be awarded the contract.

Let us know if you have any questions.

Thank you,

12/16/2025
Kamrul Islam, P.E.
Project Manager

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:
2025-1400008

Date Filed:
12/15/2025

Date Acknowledged:

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

Joe Bland Construction, LLC
Austin, TX United States

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

Williamson County

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

P695
P695 - CR 110 North

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 COLLIN BLAND, 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 WILLIAMSON County, State of TEXAS, on the 15 day of December (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:
2025-1400008

Date Filed:
12/15/2025

Date Acknowledged:
12/17/2025

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

Joe Bland Construction, LLC
Austin, TX United States

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

Williamson County

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

P695
P695 - CR 110 North

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 _____, _____, _____, _____, _____.
(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 **38.**

Meeting Date: 12/30/2025

Robinson Ranch Rd ENV Cambrian WA01

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 1 for Robinson Ranch Road to the On-Call Environmental Services contract executed on May 9, 2024, between Williamson County and Kemble White IV, dba Cambrian Environmental, relating to the 2023 Road Bond Program.

Public Background

This Work Authorization No. 1 is for environmental phase services related to the Robinson Ranch Road project in the amount of $162,770.00 and terminates on June 30, 2026. Project: P338 Fund Source: Road Bond Program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RobinsonRanchRd-Cambrian-WA01

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:27 PM
Form Started By: Ragan Riggs		Started On: 12/19/2025 03:17 PM
Final Approval Date: 12/21/2025		

EXHIBIT C

WORK AUTHORIZATION

WORK AUTHORIZATION NO. 1
PROJECT: Robinson Ranch Road Environmental Services

This Work Authorization is made pursuant to the terms and conditions of the Contract for Environmental Services, being dated May 9, 2024 and entered into by and between Williamson County, Texas , a political subdivision of the State of Texas, (the County) and Kemble White IV, dba Cambrian Environmental (the "Firm").

Part1. The Firm will provide the following Environmental Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $162,770.00.

Part 3. Payment to the Firm for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on June 30, 2026. The Environmental Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Firm understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Firm that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Firm.

Continued next page

Part 7. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 20___.

FIRM:	County:
Kemble White IV, dba Cambrian Environmental	Williamson County, Texas
By:_____	By:_____
Signature	Signature
_Kemble White_____	_____
Printed Name	Printed Name
Owner, Cambrian Environmental	_____
Title	Title

APPROVED
By Christen Eschberger at 8:58 am, Dec 19, 2025

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by Williamson County

Attachment B - Services to be Provided by Firm

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A

SERVICES TO BE PROVIDED BY THE COUNTY

FOR ROBINSON RANCH ROAD PROJECT

WORK AUTHORIZATION NO. 1

PROJECT: Robinson Ranch Road

Environmental Services

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager.
2. Assistance to the Firm, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.
3. Obtain Rights of Entry from landowners that are unwilling to grant access to the Firm.
4. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).
5. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.
6. Provide timely reviews and decisions necessary for the Firm to maintain the project work schedule. Review recommendations offered by the Firm, progress of work, and final acceptance of all documents.
7. Submittal of documentation to regulatory agencies for review and comment, when specified.
8. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.
9. Post and maintain project information for public consumption on the County website.
10. Assist with Coordination between the Firm and the County's other subconsultants.
11. Negotiate with all utility companies for any agreements and/ or relocations required.
12. Provide an agent as necessary to secure proposed ROW.
13. Provide construction observation and review contractor pay applications and progress.
14. Provide Firm with Contractor submittals, Requests for Information (RFI's), shop drawings, and correspondence.
15. Review Firm progress, submittals, and plan changes.

ATTACHMENT B

SERVICES TO BE PROVIDED BY FIRM FOR THE ROBINSON RANCH ROAD PROJECT

WORK AUTHORIZATION NO. 1

PROJECT: Robinson Ranch Road - Environmental Services

The County proposes the project, which is a schematic and environmental study of a new roadway extension from RM 620 and SH 45 to McNeil Rd approximately 2.3 miles in length. The ultimate condition for the roadway consists of 3-12' lanes in each direction, a curbed median with openings at designated cross streets and applicable developments, curb and gutter, and a proposed stormwater system. This facility includes 3 bridges crossings over three existing floodplains in addition to multiple box culvert crossings. A PS&E for an interim condition of 2-lane with shoulders and a 14-ft continuous left turn lane, 15 foot vegetative filter strips, and roadside ditches will be constructed.

The project crosses environmentally sensitive terrain of the Northern Edwards Aquifer which raises karst due-diligence and compliance issues. These include threatened and endangered karst species protected under the Endangered Species Act (ESA) by the US Fish and Wildlife Service (Service). ESA species of concern will include two species of endangered karst invertebrates (the Bone Cave Harvestman and the Tooth Cave Spider) and the threatened Jollyville Plateau Salamander (JPS). The invertebrates are known or suspected to occur in multiple caves within and adjacent to the project area. The JPS is known to occur in a designated Critical Habitat Unit which is centered near the intersection of RM 620 and SH 45 at the northern terminus of the project.

The project is also within the general breeding range of the endangered Golden-cheeked Warbler (*Setophaga chrysoparia*). Species proposed for listing in Williamson County also include the Tri-colored Bat (*Perimyotic subflavus*) and the Monarch Butterfly (*Danaus Plexippus*).

1. Prepare a letter documenting the project's effects on all federally proposed and listed species to document the project's compliance with the Endangered Species Act based on data collection and field reconnaissance.

2. Coordination with County's program level environmental consultant.

3. Endangered Karst Invertebrate Presence/Absence Investigations – The entire project area is mapped by the Service as karst zone 1 meaning it has a high likelihood of containing listed karst invertebrates. Now that Cambrian has completed field investigations for the Geologic Assessment, we have confirmed that a significant amount of karst invertebrate due-diligence work has been conducted by the owners of Robinson Ranch. Most of the karst feature excavation and cave mapping has been completed. One cave located in the quarry pit was identified by the Robinson's consultants late in their investigation and has not been excavated internally or studies biologically. Under this task Cambrian karst geoscientists will conduct those investigations, and if needed, conduct supplemental investigations to fill any data gaps in available studies. Gap filling may be required due to recent updates in the Service due-diligence protocol. This task will be carried out by a crew

including Cambrian Environmental licensed Professional Geoscientists who are permitted by the U.S. Fish and Wildlife Service (USFWS) to conduct karst species due-diligence investigations. Our deliverables will include a final karst invertebrate presence/absence survey report. Our budget is based on conducting all fourteen surveys required under the most current U.S. Fish and Wildlife Service survey protocols. One additional day is included either as a contingency day or as a final supplemental survey. This cost also includes expenses related to obtaining taxonomic verification of specimen identifications.

4. *Eurycea* Salamander Presence/Absence Investigations and Estimates of Eurycea Salamander Demographic Parameters - We believe that data on the PC Spring complex and potentially the crossings of Lake and Rattan Creeks will be requested by the USFWS during consultations under the Endangered Species Act. This task is intended to satisfy not only JPS presence/absence determinations but also to collect data on demographics and habitat usage which will be valuable in developing an impacts analysis for use under NEPA and ESA regulations. Under this task, Cambrian salamander biologists will conduct Eurycea salamander presence/absence surveys in accordance with USFWS Section 10(a)(1)(A) Scientific Permit Requirements (USFWS 2021). The USFWS protocol requires 15 survey events occurring at least 24 hours apart in order to infer that salamanders are absent from a site. Each survey event must include a visual encounter survey during which submerged cover objects (rocks, leaf litter, vegetation, woody debris) are searched for salamanders (Adcock et al. 2022). Seven survey events must also include a bottle trap survey (USFWS 2021) during which bottle traps are distributed in all available microhabitats (Willson and Dorcas 2004). We believe these investigations will be required at all three stream crossings, but primarily within the CHU and along Davis Spring Branch upstream and downstream of the project area. At least eight of the potential 15 surveys must be conducted between February 1st and September 1st. Surveys can only be conducted during "appropriate" conditions which exclude dry periods, periods of low spring flow, and periods of recent heavy rain and local flooding. Assuming salamanders are located within the first few surveys our methodology will shift for the remaining effort with the intention of estimating population parameters. This will allow us to estimate several important demographic parameters, including salamander abundance and survival for use in the Biological Assessment. Our field crew will include four personnel per day, comprised of USFWS-permitted professional geoscientists and salamander biologists. We assume that each of the three sites will take 4 hours per site per day on average.

Attachment C - Work Schedule

- The project endangered species letter and County environmental consultant coordination will follow the current design schedule with the draft endangered species letter to be submitted by 14 November and final to be submitted by 5 February 2026.
- Presence Absence surveys for karst species will be subject to additional right of entry permissions. They will require a minimum of six weeks of field time (weather permitting for salamanders) followed by four weeks of report writing.
- Completion expected by February of 2026 for karst invertebrates and April 2026 for *Eurycea* salamanders (due to USFS protocol limitations on suitable sampling seasons).

Attachment D - Fee Schedule

Robinson Ranch Road SH 45 to McNeil Rd Williamson County										
	Task Description	Project Manager	TCEQ Regulatory Specialist	Senior Karst Geoscientist	Karst Geoscientist	Senior Karst Biologist	Karst Biologist	Karst Technician	Total Labor Hours	Total Direct Labor Costs
		$225.00	$175.00	$190.00	$165.00	$160.00	$125.00	$90.00		
	7. Environmental Services									
Due Diligence Studies										
1	Endangered Species Letter	2		8			30		40	$ 5,720.00
2	Coordination with County	2		6		6			14	$ 2,550.00
3	Karst Invertebrates: presence/absence investigations	2		80	80	60		60	282	$ 43,850.00
4	Salamanders: presence/absence investigations, salamander habitat and Critical Habitat analysis, spring/groundwater hydrogeology assessment	2		80		350	240	100	772	$ 110,650.00
									1,108	**$ 162,770.00**
	7. Environmental Services- SUBTOTAL									
	HOURS SUB-TOTALS	8	0	174	80	416	270	160	1,108	$ 1,108.00
	SUBTOTAL	$ 1,800.00	$ -	$ 33,060.00	$ 13,200.00	$ 66,560.00	$ 33,750.00	$ 14,400.00		**$ 162,770.00**
	TOTAL									**$ 162,770.00**

Commissioners Court - Regular Session **39.**

Meeting Date: 12/30/2025

RM 2243 Phase 2A BGE WA04

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 4 to the RM 2243 contract executed on January 14, 2020, between Williamson County and BGE, Inc. relating to the LTP Corridor Program.

Public Background

This Work Authorization No. 4 is for design phase services in the amount of $1,488,726.74 and terminates on September 30, 2027. Project: P722 Fund Source: LTP Corridor

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RM2243Phase2A-BGE-WA04

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:20 PM
Form Started By: Ragan Riggs		Started On: 12/19/2025 01:56 AM
Final Approval Date: 12/21/2025		

EXHIBIT C

WORK AUTHORIZATION

WORK AUTHORIZATION NO. ___4___
PROJECT: __RM 2243 Phase 2A

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated January 14, 2020 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and BGE, Inc. (the "Engineer").

Part1. The Engineer will provide the following Engineering Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is $1,488,726.74.

Part 3. Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective on the date of final acceptance and full execution of the parties hereto and shall terminate on September 30, 2027. The Engineering Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Engineer understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Engineer that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Engineer.

Continued next page

Part 7. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:	COUNTY:
BGE, Inc.	Williamson County
By: _____	By: _____
Signature	Signature
Eric Busker, P.E.	
Printed Name	Printed Name
Director	
Title	Title
12/12/2025	
Date	Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Engineer

Attachment C - Work Schedule

Attachment D - Fee Schedule

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY
DESIGN SERVICES FOR RM 2243 – Phase 2A

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address and phone number of County's project manager.

2. Assistance to the Engineer, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Provide available appropriate County data on file, plans and specifications that are deemed pertinent to the completion of the work required by the scope of services (including previous hydraulic studies, models, previous reports and studies, available existing traffic counts, and design year traffic projections).

4. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

5. Provide timely reviews and decisions necessary for the Engineer to maintain the project work schedule. Review recommendations offered by the Engineer, progress of work, and final acceptance of all documents.

6. Submittal of documentation to regulatory agencies for review and comment, when specified.

7. Support project development efforts with stakeholders, coordinate meetings and interface with stakeholders, as needed.

8. Post and maintain project information for public consumption on the County website.

9. Assist with Coordination between the Engineer and the County's other subconsultants.

10. Negotiate with all utility companies for any agreements and/or relocations required.

11. Provide an agent as necessary to secure proposed ROW.

12. Review Engineer progress, submittals, and plan changes.

ATTACHMENT B – WA 4

SERVICES TO BE PROVIDED BY THE ENGINEER

RM 2243 PHASE 2A

WILLIAMSON COUNTY

GENERAL PROJECT OVERVIEW

The work to be performed by the ENGINEER under this work authorization shall consist of providing plans, specifications and estimates (PS&E) and related documents, for the construction of RM 2243 Phase 2A from US 183A to Ronald Reagan Blvd in Williamson County. These services may include, but are not limit to, preparing roadway design, hydrologic and hydraulic design, environmental, and geotechnical data collection.
The scope of services for the RM 2243 Phase 2A project is organized as follows:

This project shall begin at US 183A and shall end just east of the Ronald Reagan intersection, primarily following the future eastbound frontage road. The scope of services for this work authorization shall include Plans, Specifications and Estimates (PS&E's) for the limits described above. Design the project for the 3-lane eastbound frontage road and conversion of previously constructed Phase 1A to a one-way westbound frontage road. Design shall be in accordance with all TxDOT accepted practices and plans prepared in TxDOT format.

FUNCTION CODE 102 (110) – FEASIBILITY STUDIES

A. Complete Design Summary Form
    a. Design criteria shall be in accordance with Williamson County, the City of Leander, and TxDOT criteria.
B. Conceptual Layout (Pre-30%)
    a. The ENGINEER, with input from the Williamson County, the City of Leander, and TxDOT, shall develop key issues and evaluation criteria to assist in evaluating alignment alternatives of the connection between the eastbound frontage and the westbound frontage road.
    b. The pre-30% submittal shall be a roll plot plan and profile, with the intent to identify traffic operational elements such as future driveway locations, turnarounds, access points, etc. This layout shall be reviewed by Williamson County, TxDOT, and the City of Leander prior to the Engineer commencing 30%

PS&E design and deliverables.

C. Deliverables
   a. Design Summary Form
   b. Pre-30% Conceptual Layout

FUNCTION CODE 120 (120) – ENVIRONMENTAL

A. **Project Management and Coordination**
   This task includes coordination with the design engineer, subconsultants, Williamson County, City of Leander, TxDOT, and resources agencies. This purpose of this task is to ensure decisions made during the NEPA planning phase are carried forward to PS&E. BGE environmental team will prepare meeting minutes for the project record.

B. **Water Pollution Abatement Plan (WPAP)**
   a. **Water Quality BMPs**: Impervious cover and runoff calculations, TSS removal calculations, and development of plan sheets for BMP details
   b. **Water Pollution Abatement Plan**: Development of WPAP and two rounds of reviews from TCEQ

C. **Environmental Permits, Issues and Commitments (EPIC)**
   BGE will review the environmental documentation and determine what environmental permits, issues or commitments need to be communicated to the contractor. This includes any voluntary conservation measures or other commitments related to impacts on any environmental resource. BGE will prepare the EPIC sheet and include these obligations on the EPIC sheet for inclusion in the project plans.

FUNCTION CODE 135 (135) – RIGHT-OF-WAY UTILITY ACTIVITIES

A. The ENGINEER may attend up to **18** monthly utility coordination calls with the utility coordinator.

FUNCTION CODE 160 (160) – ROADWAY DESIGN

A. ROADWAY DESIGN CONTROLS (30%, 60%, 90%, 100% Submittals)
   a. The Engineer shall inform the County of changes made from previous initial meetings regarding each exception, waiver, and variance that may affect the design. The Engineer shall cease all work under this task until the exceptions, waivers, and variances have been resolved between the Engineer and the County

unless otherwise directed by the County to proceed. The Engineer shall identify, prepare exhibits, and complete all necessary forms for Design Exceptions and Waivers within project limits prior to the 60% Submittal. These exceptions shall be provided to the County for coordination and processing of approvals.

B. ROADWAY DESIGN

The Engineer shall use Bentley's OpenRoads Designer in the design and preparation of the roadway plan sheets.

The Engineer shall use the versions of MicroStation that are implemented at TxDOT at the time the work authorization is executed. However, TxDOT may approve the use of other versions.

The Engineer shall produce the following deliverables to be included in the general/roadway plan sheets.

a. Title Sheet

b. Index of Sheets

c. Horizontal Alignment Data

d. Project Layouts

1. The Engineer shall prepare project layout sheets that identify the project area and limits of work.

e. Roadway Plan and Profiles

1. The Engineer shall provide roadway plan and profile drawings using CADD standards as required by the County. The drawings must consist of a planimetric file of existing features and files of the proposed improvements. The roadway base map must contain line work that depicts existing surface features obtained from the schematic drawing. Existing major subsurface and surface utilities must be shown if requested by the County. Existing and proposed right-of-way lines must be shown. Plan and Profile must be shown on separate or same sheets (this depends upon width of pavement) for frontage roads.

f. Removal Plans

g. Typical Sections

1. The Engineer shall prepare typical sections for all proposed and existing roadways and structures. Typical sections must include width of travel lanes, shoulders, border widths, curb offsets, and ROW. The typical section must also include Proposed Profile Grade Line (PGL), centerline, pavement design, longitudinal joints, side slopes, sodding or seeding limits, concrete traffic barriers and sidewalks, if required, station limits, common proposed and existing structures including retaining walls, existing pavement removal, riprap, limits of embankment and excavation, etc.

h. Cross Streets, Intersections, and Grading

1. The Engineer shall develop full details for each proposed/existing intersection to ensure each meets design and functional features and requirements.

i. Design Cross Sections & Cut and Fill Quantities

1. The Engineer shall develop an earthwork analysis to determine cut and fill quantities and provide final design cross sections at 100 feet intervals. Cross sections must be created from the 3D corridor model and must be delivered in the standard County format on 11"x17" sheets or roll plots and electronic files. The Engineer shall provide all templates and corridors used to generate the design cross sections. Cross sections and quantities must include existing pavement removals. Annotation shall include at a minimum existing and proposed ROW, side slopes (front & back), profiles, etc.

j. Driveway Details

1. The Engineer shall develop full details for each proposed/existing driveway to ensure each meets design and functional features and requirements.

The Engineer shall submit electronic versions of drawings at the 60%, 90%, and final submittals, respectively. The Engineer shall also submit the current OpenRoads Designer generated 3D corridor model for the 60%, 90%, and 100% submittals.

The Engineer shall prepare roadway plans, profiles and typical sections for the proposed improvements. The profile and cross sections must depict the 2, 5, 10, 25, 50, 100 and 500-year (if available) water surface elevations. The drawings will provide

an overall view of the roadway and existing ground elevations with respect to the various storm design frequencies for the length of the project. This will enable the County to determine the most feasible proposed roadway profile. The County will approve the proposed profiles, 3D corridor models, and cross sections before the Engineer continues with the subsequent submittals. This scope of services and the corresponding cost proposal are based on the Engineer preparing plans to frontage roads. The roadway plans must consist of the types and be organized in the sequence as described in the PS&E Preparation manual.

Deliverables:

- Title Sheet
- Alignment Data Sheets
- Project Layout
- Plan and Profile sheets (1"=100')
- Removal Plans
- Typical Sections
- Intersection Details
- Design Cross Sections
- Driveway Details

FUNCTION CODE 160 (161) – DRAINAGE

A. Complex Hydraulic Design and Documentation

   a. Perform hydraulic design and analysis using appropriate hydraulic methods, which may include computer models such as HEC-RAS and HY-8. 2D models shall not be developed without the express permission of the County. Data entry for appropriate hydraulic computer programs shall consist of a combination of both on-the-ground survey and other appropriate sources including but not existing hydrologic studies, as-built data, USGS maps, and TNRIS LiDAR information.

b. Use the current effective FEMA models, where appropriate, as a base model for the analysis. If a "best available data" model is provided by the local floodplain administrator, it must be utilized accordingly for this analysis. Review the provided base model for correctness and update as needed. If the provided effective model is not in a HEC-RAS format, convert it to HEC-RAS for this analysis.

c. Quantify impacts, beneficial or adverse, in terms of increases in peak flow rates and water surface elevations for the above listed hydraulic conditions and hydrologic events. Impacts will be determined both upstream and downstream of the bridge crossings.

d. Use hydrograph calculations and peak flows to determine the storage required.

B. Cross-Drainage Structures

a. Determine drainage areas and flows for cross culvert drainage systems.

b. Determine the sizing of the drainage crossings. The scope may include extending, adjusting or replacing non bridge-class culvert crossing or crossings.

c. Develop designs that minimize the interference with the passage of traffic or cause damage to the highway and local property in accordance with the State's Hydraulic Design Manual, District criteria and any specific guidance provided by the County. Cross drainage design shall be performed using HY-8 or HEC RAS.

C. Water Quality

a. Prepare a Water Pollution Abatement Plan for a project within the Edwards Aquifer Recharge Zone and Contributing Zone per TCEQ Edwards Aquifer Protection Plan Regulations and RG-348 technical guidance. Develop proposed BMPs to treat 80% of the increase in TSS per TG-348 technical guidance. Prepare WPAP application and supporting documents.

D. Environmental Permits

a. The Engineer shall notify the State project manager when site conditions may require environmental permits such as Nationwide Permit, §404 Individual Permits (including mitigation and monitoring) and U. S. Coast Guard and U.S. Army Corps of Engineers §10 Permits.

E. Preliminary Bridge Layout Review (PBLR)

a. For three (3) Bridge Class Culverts, the Engineer shall prepare plans and models for review through TxDOT's Preliminary Bridge Layout Review (PBLR). The Engineer shall submit for PBLR during the TxDOT 30% and 60% design stage.

Deliverables:

- External Drainage Area Maps
- Internal Drainage Area Maps
- Hydraulic Data Sheets
- Culvert Layout P&P Sheets
- Storm Sewer and Drainage P&P Sheets
- Ditch calculation sheets
- Detention and Grading Plan Sheets
- Water Quality BMP plan sheets
- WPAP application
- Drainage Details and Standards
- PBLR Documents

Exclusions:

- H&H Drainage Reports
- 3D models of bridge-class culverts

FUNCTION CODE 160 (162) – SIGNING AND PAVEMENT MARKINGS

A. SIGNING

a. The Engineer shall prepare drawings, specifications, and details for all signs. The Engineer shall coordinate with the County (and other Engineers as required) for overall temporary, interim and final signing strategies and placement of signs outside contract limits.

b. Prepare sign detail sheets for guide signs showing dimensions, lettering, shields, borders, corner radii, etc., and shall provide a summary signs to be removed, relocated, or replaced.

c. Designate the shields to be attached to guide signs.

d. Illustrate and number the proposed signs on plan sheets.

e. Select each sign foundation from State Standards.

B. PAVEMENT MARKING

a. The Engineer shall detail both permanent and temporary pavement markings and channelization devices on plan sheets. The Engineer shall coordinate with the County (and other Engineers as required) for overall temporary, interim, and final pavement marking strategies. The Engineer shall select Pavement markings from the latest State standards.

b. The Engineer shall provide a 3D corridor model with the proposed pavement marking stenciled onto the model.

Deliverables:

- Signing and Pavement Marking Layouts (1"=100')
- Small Sign Details

FUNCTION CODE 160 (163) - MISCELLANEOUS (ROADWAY)

A. Traffic Control Plan, Detours, Sequence of Construction.

a. It is anticipated that TCP shall consist of Phase 1: Construction of future EBFR, Phase 2: Intersections at 183A and Ronald Reagan Blvd, and Phase 3: Overlay and

restriping of the RM 2243 P1A westbound frontage road. The Engineer shall prepare Traffic Control Plans (TCP) including TCP typical sections, for the project. The Engineer shall implement the current Barricade and Construction (BC) standards and TCP standards as applicable. The Engineer shall:

i. Provide a written narrative of the construction sequencing and work activities per phase and determine the existing and proposed traffic control devices (regulatory signs, warning signs, guide signs, route markers, construction pavement markings, barricades, flag personnel, temporary traffic signals, etc.) to be used to handle traffic during each construction sequence. The Engineer shall show proposed traffic control devices at grade intersections during each construction phase (stop signs, flagperson, signals, etc.). The Engineer shall show temporary roadways, ramps, structures and detours required to maintain lane continuity throughout the construction phasing. If temporary shoring is required, prepare layouts and show the limits on the applicable TCP.

ii. Develop each TCP to provide continuous, safe access to each adjacent property during all phases of construction and to preserve existing access. The Engineer shall notify the County in the event existing access must be eliminated, and must receive approval from the County prior to any elimination of existing access.

iii. Prepare each TCP in coordination with the County. The TCP must include interim signing for every phase of construction. Interim signing must include regulatory, warning, construction, route, and guide signs.

iv. Maintain continuous access to abutting properties during all phases of the TCP. The Engineer shall develop a list of each abutting property along its alignment. The Engineer shall prepare exhibits for and attend meetings with the public, as requested by the County.

v. Make every effort to prevent detours and utility relocations from extending beyond the proposed Right-of-way lines. If it is necessary to obtain additional permanent or temporary easements and Right-of-Entry, the Engineer shall notify the County in writing of the need and justification for such action. The Engineer shall identify and coordinate with all utility companies for relocations required.

vi. Describe the type of work to be performed for each phase of sequence of construction and any special instructions (e.g. storm drain, culverts, bridges, railing, illumination, signals, retaining walls, signing, paving surface sequencing or concrete placement, ROW restrictions, utilities, etc.) that the contractor should be made aware to include limits of construction, obliteration, and shifting or detouring of traffic prior to the proceeding phase.

vii. Include the work limits, the location of channelizing devices, positive barrier, location and direction of traffic, work area, stations, pavement markings, and other information deemed necessary for each phase of construction.

B. Storm Water Pollution Prevention Plans (SWP3)

a. The Engineer shall develop SWP3, on separate sheets from (but in conformance with) the TCP, to minimize potential impact to receiving waterways. The SWP3 must include text describing the plan, quantities, type, phase and locations of erosion control devices and any required permanent erosion control.

C. Compute and Tabulate Quantities

a. The Engineer shall provide the summaries and quantities within all formal submittals.

D. Estimate

a. The Engineer shall independently develop and report quantities necessary to construct the contract in standard County bid format at the specified milestones and Final PS&E submittals. The Engineer shall prepare each construction cost estimates using Estimator or any approved method. The estimate shall be provided at each milestone submittal.

E. Construction Time Determination

a. The Engineer shall prepare a detailed construction time estimate to determine the approximate time required for construction of the project in calendar and working days (based on the State standard definitions of calendar and working days) at the 90% and Final PS&E milestone. The schedule must include tasks, subtasks, critical dates, milestones, deliverables, and review requirements in a format which depicts the interdependence of the various items and adjacent construction packages. The Engineer shall provide assistance to the County in interpreting the schedule.

F. Constructability Review

a. The Engineer shall provide Independent Quality Review of the constructability of the PS&E sets. The Engineer shall perform constructability reviews at major project design milestones (e.g. 60%, 100%, and final plan) to identify potential constructability issues and options that would provide substantial time savings during construction.

b. The constructability review must be performed for all roadway and structural elements such as Sequence of Work and Traffic Control, Drainage (Temporary and Permanent), Storm Water Pollution Prevention Plan (SWP3), Environmental Permits, Issues and Commitments (EPIC) addressed, identify Utility conflicts; ensuring accuracy and appropriate Special Provisions, Contract Time/Schedule, Standards; and providing detailed comments in an approved format. Reviews

must be captured in a Constructability Log identifying areas of concern and potential conflict.

c. The Engineer shall provide the results of all Constructability reviews and recommendations to the County at major project design milestone submittals.

G. Bidding Phase Services

a. Prepare all applicable construction documents for bidding including final signed and sealed plans with any joint bid utility plans incorporated; final general notes, specification list, special specifications and signed & sealed cover for the project construction manual. Final construction time determination which also includes any joint bid utilities.

b. Attend the pre-bid meeting. Respond to bidders' questions during the bid period. Prepare project addenda during bid period. Analyze contractor bids, prepare bid tabulation, and make recommendation for award to the apparent low bidder. Attend the pre-construction conference.

Deliverables:

- Prepare submittal packages at 30%, 60%, 90%, 100%, and Final
- Traffic Control Plans
- SW3P Plans
- Quantity and Summary Sheets
- Construction Cost Estimate
- General Notes
- Bid Form
- Specification List
- Special Specifications
- Design Consultant Form
- Construction Time Determination

- Addenda as necessary
- Bid analysis and recommendation for award

FUNCTION CODE 145 (164) - PROJECT MANAGEMENT

A. COMMUNICATION:
    a. Shall designate one Licensed Professional Engineer (Texas) to be responsible for the project management, and all communications with the County and its representatives.

B. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (21 months):
    a. Submit monthly progress status reports to the GEC. Progress reports will include: tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Subconsultant progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.
    b. Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

C. PROJECT COORDINATION & ADMINISTRATION:
    a. Prepare and maintain routine project record keeping including records of meetings.
    b. Correspondence and coordination will be handled through and with the concurrence of the GEC.
    c. Manage project activities (including documenting emails, phone and conference calls, maintain project files for the length of the project, meeting agendas, meeting minutes, and schedule meetings), direct Engineer's team/staff, correspond with the County and its representatives, and assist the County and its representatives in preparing responses to project-related inquiries.

D. PROGRESS/COORDINATION MEETINGS ([30] external meetings assumed):
    a. Attend a kickoff meeting and coordination/progress meeting with the County and its representatives and stakeholders, as necessary to communicate development of the project and design issues.
    b. Prepare agenda and sign-in sheets for external coordination/progress meetings.
    c. Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
    d. Conduct internal coordination meetings as required to advance the development of the project.
    e. Coordinate with affected local agencies, County's consultants, and affected property owners.
    f. Attend design meeting with TxDOT and respond to TxDOT submittal comments.

E. PROJECT SCHEDULE:
    a. Maintain a project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables.

DELIVERABLES:

- Monthly Invoices and Progress Reports
- Project Specific QA/QC Plan
- Meeting Minutes, Sign-In Sheets, and Agendas
- Project Schedule

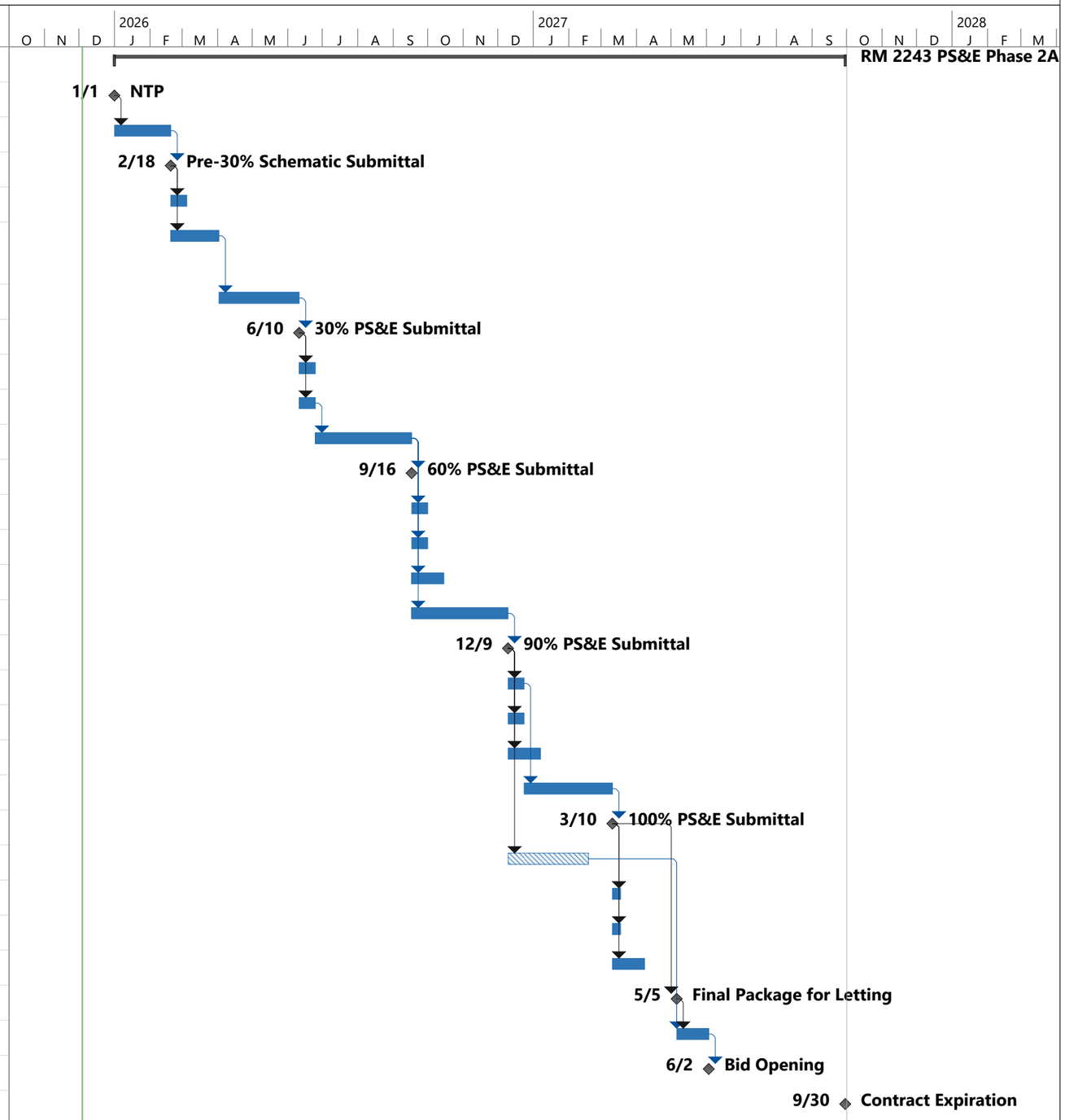
EXCLUSIONS

- Route and Design Studies
- Schematic Development
- Design Exceptions or Waivers
- Openroads Designer 3D Traffic Control Plan models

- Construction Management Plan
- Construction Phase Services
- CLOMR and LOMR
- Enclosed drainage design
- Retaining wall design
- Additional TCP phasing
- Right-of-way staking
- Development of Parcel Acquisition Documents, metes/bounds descriptions, or legal descriptions

Attachment C
Work Schedule - RM 2243 Phase 2A PS&E

ID	Task Name	Duration	Start	Finish	Predecessors
1	**RM 2243 PS&E Phase 2A**	**455 days**	**Thu 1/1/26**	**Thu 9/30/27**	
2	NTP	0 days	Thu 1/1/26	Thu 1/1/26	
3	Develop Pre-30%	35 days	Thu 1/1/26	Wed 2/18/26	2
4	Pre-30% Schematic Submittal	0 days	Wed 2/18/26	Wed 2/18/26	3
5	Pre-30% HNTB Review	10 days	Thu 2/19/26	Wed 3/4/26	4
6	Pre-30% Leander/TxDOT Review & Coordination	30 days	Thu 2/19/26	Wed 4/1/26	4
7	Address comments & prepare 30%	50 days	Thu 4/2/26	Wed 6/10/26	6
8	30% PS&E Submittal	0 days	Wed 6/10/26	Wed 6/10/26	7
9	30% HNTB Review	10 days	Thu 6/11/26	Wed 6/24/26	8
10	30% Leander Review	10 days	Thu 6/11/26	Wed 6/24/26	8
11	Address comments & prepare 60%	60 days	Thu 6/25/26	Wed 9/16/26	10
12	60% PS&E Submittal	0 days	Wed 9/16/26	Wed 9/16/26	11
13	60% HNTB Review	10 days	Thu 9/17/26	Wed 9/30/26	11
14	60% Leander Review	10 days	Thu 9/17/26	Wed 9/30/26	11
15	60% TxDOT Review	20 days	Thu 9/17/26	Wed 10/14/26	11
16	Address comments & prepare 90%	60 days	Thu 9/17/26	Wed 12/9/26	11
17	90% PS&E Submittal	0 days	Wed 12/9/26	Wed 12/9/26	16
18	90% HNTB Review	10 days	Thu 12/10/26	Wed 12/23/26	17
19	90% Leander Review	10 days	Thu 12/10/26	Wed 12/23/26	17
20	90% TxDOT Review	20 days	Thu 12/10/26	Wed 1/6/27	17
21	Address comments & prepare 100%	55 days	Thu 12/24/26	Wed 3/10/27	18
22	100% PS&E Submittal	0 days	Wed 3/10/27	Wed 3/10/27	21
23	WPAP Approval	50 days	Thu 12/10/26	Wed 2/17/27	17
24	HNTB Review	5 days	Thu 3/11/27	Wed 3/17/27	22
25	Leander Review	5 days	Thu 3/11/27	Wed 3/17/27	22
26	TxDOT Review	20 days	Thu 3/11/27	Wed 4/7/27	22
27	Final Package for Letting	0 days	Wed 5/5/27	Wed 5/5/27	22FS+40 days
28	Advertisement	20 days	Thu 5/6/27	Wed 6/2/27	23,27
29	Bid Opening	0 days	Wed 6/2/27	Wed 6/2/27	28
30	Contract Expiration	0 days	Thu 9/30/27	Thu 9/30/27	



ATTACHMENT D - FEE SCHEDULE

PRIME PROVIDER NAME: BGE, Inc
PROJECT NAME:RM 2243
Phase 2A PS&E
12/10/2025

PROJECT SUMMARY		
Firm	Amount	Percent
BGE, Inc.	$1,488,726.74	100.0%
Total	$1,488,726.74	100.0%

SUMMARY BY FIRM & FUNCTION CODE			
		Firm	
		BGE, Inc.	**Function Code Sub-Totals**
		(PS&E)	
Function Code			
FC 102 (110) - ROUTE & DESIGN STUDIES	Total Labor Cost	$47,435.64	$47,435.64
	Total Labor Cost (Unit Cost)		$0.00
FC 120 (120) - SOCIAL, ECON AND ENVIRON STUDIES AND PUBLIC INVOLVEMENT	Total Labor Cost	$54,823.06	$54,823.06
	Other Direct Expenses		$0.00
FC 135 (135) - RIGHT-OF-WAY UTILITIY ACTIVITIES	Total Labor Cost	$9,351.90	$9,351.90
	Other Direct Expenses		$0.00
FC 160 (160) - ROADWAY DESIGN CONTROLS	Total Labor Cost	$384,672.06	$384,672.06
	Other Direct Expenses		$0.00
FC 160 (161) - DRAINAGE	Total Labor Cost	$383,225.11	$383,225.11
	Other Direct Expenses		$0.00
FC 160 (162) - SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION	Total Labor Cost	$77,746.56	$77,746.56
	Other Direct Expenses		$0.00
FC 160 (163) - MISCELLANEOUS (ROADWAY)	Total Labor Cost	$413,672.49	$413,672.49
	Other Direct Expenses		$0.00
FC 145 (164) - PROJECT MANAGEMENT AND ADMINISTRATION	Total Labor Cost	$107,329.92	$107,329.92
	Other Direct Expenses	$10,470.00	$10,470.00
TOTAL		**$1,488,726.74**	**$1,488,726.74**

PRIME PROVIDER NAME: BGE, Inc
PROJECT NAME:RM 2243
Phase 2A PS&E
12/10/2025

PRIME PROVIDER: BGE, Inc.

TASK DESCRIPTION	PRINCIPAL/ DIRECTOR	SENIOR PROJECT MANAGER	QC MANAGER	SENIOR STRUCTURAL ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	GRADUATE ENGINEER	SENIOR TECHNICAL ADVISOR	SENIOR DESIGN TECHNICIAN	DESIGN TECH	SENIOR CADD OPERATOR	CADD OPERATOR	ENVIRONMENTAL QA/QC MANAGER	ENVIRONMENTAL TASK LEADER	ENVIRONMENTAL SCIENTIST	SURVEY RPLS	SURVEY FIELD CREW	ADMIN / CLERICAL	TOTAL HRS. & COSTS	COST PER TASK
CONTRACT RATE PER HOUR	**$ 350.40**	**$ 283.94**	**$ 326.23**	**$ 274.00**	**$ 265.82**	**$ 235.61**	**$ 195.00**	**$ 157.08**	**$ 190.00**	**$ 198.16**	**$ 144.99**	**$ 132.91**	**$ 96.66**	**$283.94**	**$229.57**	**$151.03**	**$ 229.57**	**$ 205.41**	**$ 102.70**		
FUNCTION CODE 102 (110) – FEASIBILITY STUDIES																					
ROUTE & DESIGN STUDIES																					
DATA COLLECTION AND FIELD RECONNAISANCE																					
FIELD RECONNAISANCE (2 Trips)					4	4	4	4		8										24	$ 4,999.32
DESIGN CRITERIA																				0	$ -
PREPARE DESIGN SUMMARY REPORT (DSR)					1	2	2	4												9	$ 1,755.36
Conceptual Layout (Pre-30%)	2	8	4		2	48	64	40			40									208	$ 40,680.96
																				0	$ -
HOURS SUB-TOTALS	2	8	4	0	7	54	70	48	0	8	40	0	0						0	241	
SUBTOTAL FC 102 (110)	$700.80	$2,271.52	$1,304.92	$0.00	$1,860.74	$12,722.94	$13,650.00	$7,539.84	$0.00	$1,585.28	$5,799.60	$0.00	$0.00						$0.00	$47,435.64	$47,435.64
FUNCTION CODE 120 (120) – SOCIAL/ECON/ENVIRON STUDIES																					
SOCIAL, ECON AND ENVIRON STUDIES AND PUBLIC INVOLVEMENT																					
PROJECT MANAGEMENT AND COORDINATION	2	8												3	26	36				75	$ 15,230.04
WATER POLLUTION ABATEMENT PLAN		8			12	32	48	60												160	$ 31,785.68
ENVIRONMENTAL PERMITS, ISSUES, AND COMMITMENTS (EPICS)	2	8					4	12		4					6					36	$ 7,807.34
																					$ -
HOURS SUB-TOTALS	4	24	0	0	12	32	52	72	0	4	0	0	0	3	32	36	0	0	0	271	
SUBTOTAL FC 120 (120)	$1,401.60	$6,814.56	$0.00	$0.00	$3,189.84	$7,539.52	$10,140.00	$11,309.76	$0.00	$792.64	$0.00	$0.00	$0.00	$851.82	$7,346.24	$5,437.08	$0.00	$0.00	$0.00	$54,823.06	$54,823.06
FUNCTION CODE 135 (135) – RIGHT-OF-WAY UTILITIY ACTIVITIES																					
RIGHT OF WAY DATA UTILITY ENGINEERING INVESTIGATION ALONG WITH UTILITY COORDINATION AND ACCOMMODATION																					
MONTHLY COORDINATION CALLS WITH UTILITY COORDINATOR (18 assumed)		18				18														36	$ 9,351.90
HOURS SUB-TOTALS	0	18	0	0	0	18	0	0	0	0	0	0	0	0	0	0	0	0	0	36	
SUBTOTAL FC 130 (130)	$0.00	$5,110.92	$0.00	$0.00	$0.00	$4,240.98	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$9,351.90	$9,351.90
FUNCTION CODE 160 (160) – ROADWAY DESIGN																					
ROADWAY DESIGN CONTROLS																					
TITLE SHEET		1	1				2	2		8										14	$ 2,899.61
INDEX OF SHETS		1	1		2	2	4	4		20										34	$ 6,984.55
HORIZONTAL ALIGNMENT DATA		4	2			4	6	6		28										50	$ 10,391.62
PROJECT LAYOUTS			2			4	12	16		24										58	$ 11,204.02
ROADWAY P&Ps (1"=100')	2	6	24	0	24	60	120	110	6	100	20									472	$ 95,284.84
REMOVAL PLANS		2	12		6	8	12	24		60										124	$ 25,961.96
OPENROADS 3D MODEL (4 Models)		8	8		16	40	80	80	8	96										336	$ 67,268.64
TYPICAL SECTIONS	1	8	16		4	16	20	20		40	8									133	$ 28,802.56
CROSS STREETS, INTERSECTIONS, GRADING		8	16		20	50	80	80		80	32									366	$ 73,246.98
DESIGN CROSS SECTIONS		4	2		8	20	24	24		60										142	$ 28,966.50
CUT AND FILL QUANTITIES		4			2	8				40										54	$ 11,478.68
DRIVEWAY DETAILS		1	2			10	24	40		40										117	$ 22,182.10
HOURS SUB-TOTALS	3	47	86	0	82	222	384	406	14	596	60	0	0	0	0	0	0	0	0	1900	
SUBTOTAL FC 160 (160)	$1,051.20	$13,345.18	$28,055.78	$0.00	$21,797.24	$52,305.42	$74,880.00	$63,774.48	$2,660.00	$118,103.36	$8,699.40	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$384,672.06	$384,672.06
FUNCTION CODE 160 (161) – ROADWAY DESIGN																					
DRAINAGE																					
EXTERNAL DRAINAGE AREA MAPS		1	4		8	20	20	20												73	$ 15,469.22
INTERNAL DRAINAGE AREA MAPS		1	6		30	40	40	80												197	$ 40,006.72
(8) CULVERT PLAN & PROFILES		4	8		40	40	40	60												192	$ 41,027.60
CULVERT ANALYSIS DATA SHEETS		1	8		20	40	40	40												149	$ 31,717.78
DITCH CALCULATIONS & SHEETS		1	3		20	40	40	40												144	$ 30,086.63
WATER POLLUTION ABATEMENT PLAN (WPAP)		1	8		20	20	60	60												169	$ 34,047.18
WATER QUALITY BMP DETAILS		2	12		20	20	40	40												134	$ 28,594.44
DRAINAGE DETAILS		2	8		10	20	20	20												80	$ 17,589.72
CULVERT HYDRAULIC MODELS (HY8)		1	8		20	40	40	40												149	$ 31,717.78
HYDROLOGIC AND DETENTION ANALYSIS		1	8		40	40	40	40												169	$ 37,034.18
HEC-RAS MODELS (3 crossings)		1	4		40	40	24	20												129	$ 29,467.66
PBLR DOCUMENTS		2	16		28	48	48	80												222	$ 46,466.20
HOURS SUB-TOTALS	0	18	93	0	296	408	452	540	0	0	0	0	0	0	0	0	0	0	0	1807	
SUBTOTAL FC 160 (161)	$0.00	$5,110.92	$30,339.39	$0.00	$78,682.72	$96,128.88	$88,140.00	$84,823.20	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$383,225.11	$383,225.11

PRIME PROVIDER NAME: BGE, Inc
PROJECT NAME:RM 2243
Phase 2A PS&E
12/10/2025

PRIME PROVIDER: BGE, Inc.

	TASK DESCRIPTION	PRINCIPAL/ DIRECTOR	SENIOR PROJECT MANAGER	QC MANAGER	SENIOR STRUCTURAL ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	GRADUATE ENGINEER	SENIOR TECHNICAL ADVISOR	SENIOR DESIGN TECHNICIAN	DESIGN TECH	SENIOR CADD OPERATOR	CADD OPERATOR	ENVIRONMENTAL QA/QC MANAGER	ENVIRONMENTAL TASK LEADER	ENVIRONMENTAL SCIENTIST	SURVEY RPLS	SURVEY FIELD CREW	ADMIN / CLERICAL	TOTAL HRS. & COSTS	COST PER TASK
	CONTRACT RATE PER HOUR	**$ 350.40**	**$ 283.94**	**$ 326.23**	**$ 274.00**	**$ 265.82**	**$ 235.61**	**$ 195.00**	**$ 157.08**	**$ 190.00**	**$ 198.16**	**$ 144.99**	**$ 132.91**	**$ 96.66**	**$283.94**	**$229.57**	**$151.03**	**$ 229.57**	**$ 205.41**	**$ 102.70**		
FUNCTION CODE 160 (162) – ROADWAY DESIGN																						
SIGNING, PAVEMENT MARKINGS AND SIGNALIZATION (PERMANENT)																						
	SMALL SIGN SUMMARIES			4			6	20	20			20									70	$ 12,659.98
	SMALL SIGN DETAILS			2			8	16	16			12									54	$ 9,910.50
	SIGNING AND PAVEMENT MARKINGS LAYOUTS	2	6	12		14	20	40	60			160									314	$ 55,176.08
	HOURS SUB-TOTALS	2	6	18	0	14	34	76	96	0	0	192	0	0	0	0	0	0	0	0	438	
	SUBTOTAL FC 160 (162)	$700.80	$1,703.64	$5,872.14	$0.00	$3,721.48	$8,010.74	$14,820.00	$15,079.68	$0.00	$0.00	$27,838.08	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$77,746.56	$77,746.56
FUNCTION CODE 160 (163) – ROADWAY DESIGN																						
MISCELLANEOUS (ROADWAY)																						
	TCP GENERAL NOTES						2	3	3	3		5									16	$ 2,822.41
	TCP CONSTRUCTION SEQUENCE / NARRATIVE		6	2		4	6	6	8	4		16									52	$ 10,339.52
	TCP TYPICAL SECTIONS			2		4	6	6	16	4		40									78	$ 13,372.28
	TCP PHASING LAYOUTS - 2 Phases	2	8	4		8	32	40	48	8	60	20									230	$ 45,592.56
	TCP ADVANCED WARNING SIGN LAYOUT			2		3			12		12	18									47	$ 8,322.62
	SW3P PLAN			4		5	12	24	60		25	25									155	$ 28,144.89
	SW3P DETAIL			3		1						6									10	$ 2,114.45
	QUANTITIES		2	6		6	12	26	60												112	$ 21,442.30
	SUMMARY SHEETS			4			8	12	32		22	14									92	$ 16,945.74
	COST ESTIMATE	2	8	6		8	10	10	14												58	$ 13,561.48
	CONTRUCTION TIME DETERMINATION	2	5	3		6	50	10	10												86	$ 19,995.41
	SPECIFICATIONS AND GENERAL NOTES (60%, 95%, 100%)					6	25	35	65		3	6									140	$ 25,984.79
	CONSTRUCTABILITY REVIEW (60%, 95%, 100%)			80																	80	$ 26,098.40
	BID FORM			1			2	16	24												43	$ 7,687.37
	DESIGN CONSULTANT FORM					1	2	4													7	$ 1,517.04
	STANDARDS			1				4			32	22									59	$ 10,637.13
	QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC) (Pre-30%, 30%, 60%, 90%, 100%)		24	100		50															174	$ 52,728.56
	PREPARE SUBMITTALS (Pre-30%, 30%, 60%, 90%, 100%)	4	16				20	36	50			54								32	212	$ 36,646.70
	MISCELLANEOUS FORMS			2			10	30	40												82	$ 15,141.76
	ADJACENT DEVELOPMENT REVIEW					8		12	40		24										84	$ 15,505.60
	BIDDING PHASE SERVICES																				0	
	PREPARE BID PACKAGE						6	12			16										34	$ 6,924.22
	PREPARE CONSTRUCTION MANUAL			2			8	40													50	$ 10,337.34
	ATTEND PRE-BID MEETING		2				2														4	$ 1,039.10
	RESPOND TO BIDDER'S QUESTIONS		2				4	16	16												38	$ 7,143.60
	PREPARE ADDENDA						6	16			24										46	$ 9,289.50
	PREPARE BID TABULATION						4		12												16	$ 2,827.40
	RECOMMENDATION OF AWARD						2														2	$ 471.22
	ATTEND PRE-CONSTRUCTION CONFERENCE		2				2														4	$ 1,039.10
	HOURS SUB-TOTALS	10	75	222	0	110	231	358	510	19	218	226	0	0	0	0	0	0	0	32	2011	
	SUBTOTAL FC 160 (163)	$3,504.00	$21,295.50	$72,423.06	$0.00	$29,240.20	$54,425.91	$69,810.00	$80,110.80	$3,610.00	$43,198.88	$32,767.74	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$3,286.40	$413,672.49	$413,672.49
FUNCTION CODE 145 (164) – MANAGING CONTRACTED/DONATED PE																						
PROJECT MANAGEMENT AND ADMINISTRATION																						
	PREPARE MONTHLY PROGRESS REPORTS		12				24													12	48	$ 10,294.32
	PROJECT COORDINATION & ADMINISTRATION, INTERNAL PROGRESS MEETINGS, INCLUDING SUB-CONSULTANT COORDINATION (EST. 21 MONTHS)	12	48			60	60														180	$ 47,919.72
	DEVELOP AND MAINTAIN PROJECT DESIGN SCHEDULE	1	8			8	20														37	$ 9,460.68
	ATTEND REVIEW MEETINGS (Pre-30%, 30%, 60, 90%)	8	16			16	16														56	$ 15,369.12
	PREPARE AND DOCUMENT CORRESPONDENCE	12	24			24	24													12	96	$ 24,286.08
	HOURS SUB-TOTALS	33	108	0	0	108	144	0	0	0	0	0	0	0	0	0	0	0	0	24	417	
	SUBTOTAL FC 145 (145, 164)	$11,563.20	$30,665.52	$0.00	$0.00	$28,708.56	$33,927.84	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,464.80	$107,329.92	$107,329.92
																						$1,478,256.74
	TOTAL HOURS	54	304	423	0	629	1,143	1,392	1,672	33	826	518	0	0	3	32	36	0	0	56	7,121	
	CONTRACT RATE PER HOUR	**$ 350.40**	**$ 283.94**	**$ 326.23**	**$ 274.00**	**$ 265.82**	**$ 235.61**	**$ 195.00**	**$ 157.08**	**$ 190.00**	**$ 198.16**	**$ 144.99**	**$ 132.91**	**$ 96.66**	**$ 283.94**	**$ 229.57**	**$ 151.03**	**$ 229.57**	**$ 205.41**	**$ 102.70**		
	SUBTOTAL LABOR EXPENSES	$ 18,921.60	$ 86,317.76	$ 137,995.29	$ -	$ 167,200.78	$ 269,302.23	$ 271,440.00	$ 262,637.76	$ 6,270.00	$ 163,680.16	$ 75,104.82	$ -	$ -	$ 851.82	$ 7,346.24	$ 5,437.08	$ -	$ -	$ 5,751.20	**$1,478,256.74**	

PRIME PROVIDER NAME: BGE, Inc
PROJECT NAME:RM 2243
Phase 2A PS&E
12/10/2025

PRIME PROVIDER: BGE, Inc.

	TASK DESCRIPTION	PRINCIPAL/ DIRECTOR	SENIOR PROJECT MANAGER	QC MANAGER	SENIOR STRUCTURAL ENGINEER	SENIOR ENGINEER	PROJECT ENGINEER	DESIGN ENGINEER	GRADUATE ENGINEER	SENIOR TECHNICAL ADVISOR	SENIOR DESIGN TECHNICIAN	DESIGN TECH	SENIOR CADD OPERATOR	CADD OPERATOR	ENVIRONMENTAL QA/QC MANAGER	ENVIRONMENTAL TASK LEADER	ENVIRONMENTAL SCIENTIST	SURVEY RPLS	SURVEY FIELD CREW	ADMIN / CLERICAL	TOTAL HRS. & COSTS	COST PER TASK
	CONTRACT RATE PER HOUR	**$ 350.40**	**$ 283.94**	**$ 326.23**	**$ 274.00**	**$ 265.82**	**$ 235.61**	**$ 195.00**	**$ 157.08**	**$ 190.00**	**$ 198.16**	**$ 144.99**	**$ 132.91**	**$ 96.66**	**$283.94**	**$229.57**	**$151.03**	**$ 229.57**	**$ 205.41**	**$ 102.70**		
DIRECT EXPENSES		**QUANTITY**	**COST/UNIT**	**UNIT**		TOTAL																
	MILEAGE	100	0.70	mile		$ 70.00																
	WPAP Application Fee	1	10,000	EA		$ 10,000.00																
	Lodging/Hotel - Taxes and Fees			day/person		$ -																
	Lodging/Hotel - Taxes and Fees not included			day/person		$ -																
	Meals (Excluding alcohol & tips) (Overnight stay required)			day/person		$ -																
	Air Travel - In State - 2+ Wks notice (Coach)			Rd Trip/person		$ -																
	Rental Car (includes taxes and fees; insurance costs will not be reimbursed			day		$ -																
	Rental Car Fuel			gallon		$ -																
	Taxi/ Cab fare (Includes Rideshare)			each/person		$ -																
	Bus Travel over 100 miles			Rd Trip/person		$ -																
	Toll charges			day		$ -																
	SUV or ATV Rental (includes taxes and fees; insurance costs will not be reimbursed)			day		$ -																
	CDs			each		$ -																
	USB Flashdrive (up to 32 GB)			each		$ -																
	External Hard Drive			each		$ -																
	Standard Postage			letter		$ -																
	Cardstock Color (8 1/2" X 11")			each		$ -																
	Photocopies B/W (11"x17")	2,000	0.10	each		$ 200.00																
	Photocopies B/W (8 1/2"x11")			each		$ -																
	Photocopies Color (11"x17")			each		$ -																
	Photocopies Color (8 1/2" x 11")			each		$ -																
	Plots (B/W on Bond)			per sq. ft.		$ -																
	Plots (Color on Bond)			per sq. ft.		$ -																
	Plots (Color on Photographic Paper)			per sq. ft.		$ -																
	Report Binding and tabbing			each		$ -																
	Certified Letter Return Receipt			each		$ -																
	Overnight Mail - letter size			each		$ -																
	Overnight Mail - oversized box			each		$ -																
	Materials and Shipping			per package		$ -																
	Courier Services	4	50	each		$ 200.00																
	SUBTOTAL DIRECT EXPENSES					**$ 10,470.00**																

	GRAND TOTAL	**$ 1,488,726.74**

Commissioners Court - Regular Session **40.**

Meeting Date: 12/30/2025

CR 201 Diamond WA07

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Consent

Information

Agenda Item

Discuss, consider, and take appropriate action on Work Authorization No. 7 for CR 201 to the On-Call Surveying Services contract executed on March 19, 2024, between Williamson County and Diamond Surveying, Inc. relating to the Road & Bridge Department.

Public Background

This Work Authorization No. 7 is for surveying services in the amount of $133,050.00 and terminates on October 31, 2026. Project: P499 Fund Source: Road & Bridge.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

CR 201-Diamond-WA07

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:29 PM
Form Started By: Ragan Riggs		Started On: 12/19/2025 03:25 PM
Final Approval Date: 12/21/2025		

WORK AUTHORIZATION NO. 07

WILLIAMSON COUNTY ROAD AND BRIDGE PROJECT: CR 201 (CR 200 TO UMBRELLA SKY)

This Work Authorization is made pursuant to the terms and conditions of the Williamson County Contract for Surveying Services, being dated March 19, 2024, and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and **Diamond Surveying, Inc.** (the "Surveyor").

Part 1. The Surveyor will provide the following Surveying Services set forth in Attachment "B" of this Work Authorization.

Part 2. The maximum amount payable for services under this Work Authorization without modification is **$133,050.00**.

Part 3. Payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with the Contract.

Part 4. This Work Authorization shall become effective **on the date of final acceptance and full execution of the parties hereto** and shall terminate on **October 31, 2026**. The Surveying Services set forth in Attachment "B" of this Work Authorization shall be fully completed on or before said date, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Contract.

Part 6. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Work Authorization. Surveyor understands and agrees that County's payment of amounts under this Work Authorization is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Contract. It is further understood and agreed by Surveyor that County shall have the right to terminate this Contract at the end of any County fiscal year if the governing body of County does not appropriate sufficient funds as determined by County's budget for the fiscal year in question. County may effect such termination by giving written notice of termination to Surveyor.

Part 7. This Work Authorization is hereby accepted and acknowledged below.

Continued next page

EXECUTED this _____.

SURVEYOR:	**COUNTY:**
Diamond Surveying, Inc.	**Williamson County, Texas**
By: _____	By: _____
Signature	Signature
_Shane Shafer_____	_____
Printed Name	Printed Name
__President_____	_____
Title	Title
_December 18, 2025_____	_____
Date	Date

LIST OF ATTACHMENTS

Attachment A - Services to be Provided by County

Attachment B - Services to be Provided by Surveyor

Attachment C - Work Schedule

Attachment D - Fee Schedule

APPROVED

By Christen Eschberger at 2:56 pm, Dec 18, 2025

ATTACHMENT A
SERVICES TO BE PROVIDED BY THE COUNTY FOR
CR 201 (CR 200 TO UMBRELLA SKY)

In general, Williamson County and its representatives to their best efforts will render services as follows:

1. Name, business address, and phone number of County's project manager.

2. Assistance to the Surveyor, as necessary, with obtaining data and information from other local, regional, State and Federal agencies required for this project.

3. Provide available criteria and full information as to the client's requirements for the project. Provide examples of acceptable format for the required deliverables.

4. Provide timely reviews and decisions necessary for the Surveyor to maintain the project work schedule. Review recommendations offered by the Surveyor, progress of work, and final acceptance of all documents.

5. Submittal of documentation and permits to regulatory agencies for review and comment, when specified.

6. Assist with coordination between the Surveyor and the County's other consultants.

7. The horizontal datum for this project will be Bearing Basis: NAD83, Texas Central (4203) State Plane System, Coordinates shall be surface coordinates based on the Williamson County Surface Adjustment Factor of 1.00012 or use existing Bearing Basis and Coordinates for the existing Project if difference and as provided by the County.

8. Facilitate resolution of any refusals to grant ROE and/or communication with landowners, who are hostile with respect to completion of the WA.

9. County to provide Surveyor with latest Commitments for Title Insurance for each proposed Easement Parcel for completion of Final Land Title Surveys.

ATTACHMENT B
SERVICES TO BE PROVIDED BY THE SURVEYOR FOR CR 201 (CR 200 TO UMBRELLA SKY)

PROJECT DESCRIPTION

PROJECT LIMITS

The project limits are from CR 200 to 1000 feet north of Umbrella Sky, for approximately 2.0 miles.

EXISTING FACILITY

The existing facility is a 2-lane roadway with asphalt pavement. The existing right-of-way (ROW) varies from 40 feet to 100 feet.

PROPOSED FACILITY

The proposed facility is an interim 2-lane roadway with 2-foot shoulders of an ultimate median arterial divided 6-lane curbed section with a raised median. The proposed ROW width is 136 feet, within the project limits mentioned above.

1. PROJECT MANAGEMENT

    a. MONTHLY PROGRESS REPORTS, INVOICES, AND BILLINGS (**6 months** assumed):

        1. Submit monthly progress status reports to the GEC. Progress reports will include deliverable table, tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from the County and its representatives. Surveyor progress will be incorporated into the monthly progress report. A copy of the monthly progress report will be uploaded to ProjectWise.

        2. Prepare correspondence, invoices, and progress reports on a monthly basis in accordance with current County requirements.

2. SURVEYING

    a. RIGHT-OF-ENTRY (ROE):

        1. Surveyor will utilize current right of entry (ROE) obtained for this individual tasked project. To be provided by the County.

b. FIELD SURVEYING:

1. Surveyor will locate existing control and reconcile any discrepancies found.

2. Surveyor will establish supplemental survey control as needed to be used during the course of the survey.

3. Surveyor will locate boundary monuments sufficient to determine existing ROW lines and parcel boundaries within the limits of the survey areas.

4. Locate railroad rights-of-way (if any).

   a) Identify railroad ROW and fence line along Parcels 47 through 51.

5. Perform sufficient deed research to analyze the ROW or property lines for the proposed tracts.

   a) Additional deed and chain of title research is to be performed for the gap in property vesting near Crown Castle communication tower (also known as between Parcel 44 and 46 within Cierra Vista Subdivision). Current or previous ownership should be determined.

   b) Confirm dedicated ROW easement(s) (defined width and distance) on Parcel 46.

   c) Gather additional TOPO survey for the following area:

      PARCELS 48 - 51: being approximately 775' X 60' area.

      Note: limits of the topographic survey are per kmz received from Dan Rogers with WSB on 12-18-2025 "CR201_DRN-ESMNT_SVT-NEEDS-2.kmz" being the white hatch areas in the kmz.

c. PARCEL ACQUISITION DOCUMENT(S) (**up to 8** P.E.C. easement parcels, **up to 10** Drainage easement parcels and **up to 7** R.O.W. parcels for a **total of 25** parcel documents assumed; **up to 7** total R.O.W. parcels' staking assumed):

1. Surveyor shall prepare preliminary parcel descriptions with associated parcel plats for easement acquisitions. Surveyor will perform sufficient 2-dimensional location of substantial features found within 25 feet of the proposed easement lines.

   a) Locate visible improvements and utilities, including driveways, water wells, storage tanks, edge of pavement//shoulder, physical centerline,

guardrail, fences, signs, mailboxes, and trees 12-inch diameter or greater.

b) Existing easement and fee strips must be shown and identified by width, owner, and recording data.

c) Building lines or set-back lines must be shown and identified.

2. After receipt of title commitment (if applicable), set appropriate monumentation in accordance with County requirements. Prepare signed and sealed document for ROW parcel and easement acquisitions.

3. 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.

4. Office work necessary to provide SR CAD Technician support to assist Walker Texas Surveyors, Inc. in preparing preliminary surveys up to 15 proposed P.E.C. easements. CAD file with linework to be provided by Walker Texas Surveyors, Inc.

5. Supervise and quality control all aspects of project. Check field and office work for accuracy and completeness. Sign and seal final documents. Maintain communication with Client, including Engineers, Landowners and Attorneys. Attend meetings if requested.

d. ASSUMPTIONS

1. The Surveyor shall notify the County prior to performing the work if:

a) Sufficient ROW monumentation or project control cannot be found to re-establish the existing alignments and associated ROW lines along the project corridor.

b) Traffic Control cannot be managed by the Surveyor's personnel.

c) The work is delayed due to weather or other circumstances beyond the Surveyor's direct control.

d) Coordination with County personnel or landowners that limits the access to their property(ies) or the availability of records for the survey.

e. DELIVERABLES

1. Draft Parcel Acquisition Documents (pdf
2. Final Signed and Sealed Parcel Acquisition Documents (pdf) –
3. Survey CADD file
4. ASCII point file of all points located/set during the survey

ATTACHMENT C
WORK SCHEDULE
CR 201 (CR 200 TO UMBRELLA SKY)

Diamond Surveying, Inc. shall begin work immediately upon receipt of executed agreement.

1. Anticipated completion of the topographic survey within seven (7) to ten (10) working days upon receipt of notice to proceed, contingent on receipt of right of entry (to be obtained and provided by the County) to private property of Parcels 48 – 51.

2. Anticipated completion date of preliminary surveys within five (5) to seven (7) working days per Parcel upon receipt of notice to proceed, contingent on receipt of right of entry (to be obtained and provided by the County) to private property of the Acquisition Parcels.

3. Anticipated completion date of Final Surveys within two (2) to four (4) days per Parcel upon receipt of latest commitment for Title Insurance of the Subject Tract.

TASK DESCRITPION	R.P.L.S	PROJECT MANAGER	SR CAD TECHNICIAN	3-MAN FIELD PARTY	TOTAL LABOR HRS. & COST
Attachment B - Items 2.b. 1-2			8	16	$4,120.00
Attachment B - Item 2.b. 3			40	70	$18,700.00
Attachment B - Item 2.b. 4.a			8	8	$2,600.00
Attachment B - Item 2.b. 5			40		$5,400.00
Attachment B - Item 2.b. 5.a)			8		$1,080.00
Attachment B - Item 2.b. 5.b)			2		$270.00
Attachment B - Item 2.b. 5.c)			20	36	$9,540.00
Attachment B - Item 2.c. 1.			200	40	$34,600.00
Attachment B - Item 2.c. 2.			200	32	$33,080.00
Attachment B - Item 2.c. 3.			8	16	$4,120.00
Attachment B - Item 2.c. 4.			60		$8,100.00
Attachment B - Item 2.c. 5.	32	40			$11,440.00
SUB -TOTALS	32	40	594	218	$133,050.00
HOURS SUB-TOTALS	32	40	594	218	884
CONTRACT RATE PER HOUR	$170.00	$150.00	$135.00	$190.00	
TOTAL LABOR COSTS	$5,440.00	$6,000.00	$80,190.00	$41,420.00	$133,050.00
			TOTAL AMOUNT:		**$133,050.00**
			Date 12-18-2025		

Commissioners Court - Regular Session **41.**

Meeting Date: 12/30/2025

Supplement for PCN 0177

Submitted By: Ashlie Holladay, Budget Office

Department: Budget Office

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on paying a supplement to PCN 0177.

Public Background

The 512th District Court (DC) officially began operating on 12/1/2025. The Governor decided not to appoint the 512th District Judge until March 2026. In preparation of the new district court, several county departments hired staff and assembled their teams. The 512th DC received an assigned District Judge from 12/1/2025 through 3/31/2026. A court reporter was secured for the same period. A court administrator is a more difficult position to secure because of the knowledge they must have to assist with not only the court operations but also to facilitate the transfer of existing criminal and civil cases from the 26th, 277th, and 368th district courts. The case transfers are extremely important for the 512th DC to begin court proceedings, which will begin reporting to the OCA.

The recommendation is to have the current Sr. Court Operations Administration help with the additional workload. Given her experience, she can manage existing work with the added 512th tasks. This will minimize work disruptions and allow the 512th DC to function. The 512th Court Administrator position was approved in the current budget cycle in October 2025 but has not been filled because the new District Judge will make that hire. Because we have unused salary funds from the 512th Court Administrator, we are requesting to move funds within the 512th (Department 0443) from the FT Salary line (object code 001100) to the Court Admin. Supplement line (object code 001911) to cover the temporary costs for the work performed by the Sr. Court Operations Administrator for the months of January through March. The effective date would be January 2nd, 2026 for 7 pay periods at $1550.30 per pay period. With FICA and Retirement, the total cost would be $13,424.05.

Fiscal Impact

From/To	Acct No.	Description	Amount
FROM	0100-0443-001100	512th Dist Ct/FT Salary	$10,852.10
TO	0100-0443-001911	512th Dist Ct/Ct. Admin Supple	$10,852.10

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/18/2025 03:22 PM
Form Started By: Ashlie Holladay		Started On: 12/18/2025 02:27 PM
Final Approval Date: 12/18/2025		

Commissioners Court - Regular Session **42.**

Meeting Date: 12/30/2025

CPS Court Case Coordinator Agreement

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 on an agreement with Bluebonnet Trails Community MHMR Center, (DBA) Bluebonnet Trails Community Services (BTCS) for Child Welfare Court Case Coordinators to assist in coordinating court-ordered treatment required by courts in CPS cases.

Public Background

Bluebonnet Trails Community Services (BTCS) participates in the System Improvement Workgroup in Williamson County, which focuses on supporting children and youth who have complex needs. This working group has researched ways to improve efficiencies in CPS cases that were often made more difficult by the high turnover rate in CPS case workers. One of the suggestions of the group was for Child Welfare Court Care Coordinators to be hired to work with families involved in CPS cases, the County Attorney's Office, judges, attorneys, CASA, CPS caseworkers with the Department of Family Protective Services (DFPS) and other involved agencies or community stakeholders. The Child Welfare Court Care Coordinator helps ensure the completion of judicial court order requirements are met, by helping coordinate families with services and resources. This often helps avoid the need to reset a case and helps the case move more efficiently through the judicial process. The agreement has been reviewed by Legal and the County Auditor's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Child Welfare Court Case Coordinator Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/16/2025 09:04 AM
Form Started By: Kathy Pierce		Started On: 12/15/2025 07:10 PM
Final Approval Date: 12/16/2025		

AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND BLUEBONNET TRAILS COMMUNITY SERVICES
FOR CHILD WELFARE COURT CASE COORDINATOR

THIS AGREEMENT FOR CHILD WELFARE COURT CASE COORDINATOR (Agreement) is made and entered into by and between WILLIAMSON COUNTY, TEXAS (County) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES (BTCS), hereinafter collectively referred to as the "Parties".

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, the State of Texas has contracted with Local Mental Health Authorities to ensure provision of mental health services throughout the 254 counties in Texas; and,

WHEREAS, BTCS is the Local Mental Health Authority for Williamson County and is responsible for ensuring access to needed behavioral health services for the citizens of Williamson County; and,

WHEREAS, the County has determined a need exists in coordinating court-ordered treatment and support for youth and family, the Williamson County Attorney's Office, judges, attorneys, Court Appointed Special Advocates (CASA), Child Protective Services (CPS) case workers in association with the Department of Family Protective Services (DFPS) and other involved agencies or community stakeholder involvement with requirements of the court.

WHEREAS, coordination of services between Williamson County and BTCS is vital to the health care and well-being of the persons served in the community and conforms to The Health Insurance Portability and Accountability Act of 1996 (HIPAA) to do so; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I.
TERM OF AGREEMENT

This Agreement shall be effective as of October 1, 2025 and shall continue thereafter in force until September 30, 2026 unless terminated prior to such time in accordance with the termination provision set out herein (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for additional terms of One (1) Year each ("Renewal Terms") beginning on October 1st of each year, unless either party terminates this Agreement prior to the expiration of the then existing Initial Term or Renewal Term in accordance with the terms hereof.

II.
RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

The services, responsibilities, agreements, funding, and obligations of the Parties are outlined in Attachment A, attached hereto and made a part of this Agreement.

III.
CONSIDERATION

The Parties agrees this Agreement is supported by adequate and valuable consideration; to wit: the mutual benefits received by the Parties from cooperating with one another and providing 24-hour mobile behavioral health services in Williamson County, as well as the funding provided in the Attachment made a part hereof.

IV.
TERMINATION

A Party to this Agreement has the right to terminate this Agreement by providing written notice to the other Party no less than ninety (90) days prior to the effective date of termination, after satisfying any liabilities (if any) of the terminating Party as stated herein.

V.
EFFECT ON PRIOR AGREEMENTS

The Parties agree that the Williamson County and BTCS Subrecipient Agreement for The Bureau of Justice grant for Comprehensive Opioid, Stimulant and Substance Use Program (COSSUP Grant Award signed March 4, 2025, will remain in effecthe Jail Based Competency Restoration Program Agreement signed November 19, 2024 shall remain in effect.

Amendment No. 4 To Second County Addendum for Interlocal Agreement on Private Psychiatric Beds Necessary During COVID-19 dated April 14, 2025 shall remain in effect.

VI.
MISCELLANEOUS

A. SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

B. CONFIDENTIALITY OF INFORMATION. Williamson County and BTCS will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records, and information, which discloses information about the identity of any person served, in accordance with applicable federal and state law.

C. BUSINESS ASSOCIATE PROVISIONS. If Williamson County or BTCS receives any individually identifiable health information ("Protected Health Information" or "PHI"), from the other's agents, authorized personnel, employees, representatives and/or staff members of each party, or creates or receives any PHI on behalf of either Party, each Party shall maintain the security and confidentiality of such PHI as required of each Party by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:

- Use of PHI. Both Parties shall not use PHI otherwise than as expressly permitted by this agreement, or as required by law. However, both Parties may use PHI for purposes of managing its internal business processes relating to its functions under this agreement.
- Disclosure of PHI. Both Parties shall not disclose PHI to any other person (other than members of Williamson County's Mobile Outreach Team (MOT), Williamson County Emergency Operations workforce or BTCS workforce), except as approved by each Party in writing. Any such disclosure shall be made only upon written agreement between Williamson County and BTCS, stating that both Parties are bound by the provisions of this section. Both Parties shall not disclose PHI to any member outside of its workforce unless they have advised such person of the Parties obligations under this section, and of the consequences for such person and for the party violating them. Either Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
- Safeguards. Both Parties shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this agreement. Both Parties shall provide the other with such information concerning such safeguards as either Party may from time to time request, and shall, upon reasonable request, give either Party access for inspection and copying to either Parties facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining either Parties compliance with this agreement.
- Accounting/Reporting of Disclosures. Both Parties shall maintain a record of all disclosures of PHI made otherwise than the purposes of this agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Either Party shall make such record available to the other Party on request. Both Parties shall report to the other Party any unauthorized use or disclosure of PHI by the Party or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.
- Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, that Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from either Party available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this agreement in such manner as either Party determines necessary to comply with such law or regulation. If either Party disagrees with any such amendment, it shall so notify the other Party in writing within thirty (30) days of notice. If the parties are unable to

agree on an amendment within thirty (30) days thereafter, either of them may terminate this agreement on written notice to the other.

- Breach, If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require either Party to submit to a plan of monitoring and reporting, as either Party may determine necessary to maintain compliance with this agreement, and such a plan shall become part of this agreement; terminate this agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made.
- Procedure upon Termination. Upon termination of this agreement both Parties shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

D. INSURANCE. Each Party will be responsible for insuring or self-insuring its own officers and employees.

E. CHOICE OF LAW. This Agreement shall be performable in Williamson County, Texas.

F. AMENDMENT. This Agreement may be amended if agreed upon by the Parties and approved by the governing body of each Party. The Parties agree to review this Agreement at least annually and before each annual budget period.

G. ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and BTCS will be honored under this Agreement.

H. NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

I. NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY:
c/o COUNTY JUDGE
710 MAIN STREET
GEORGETOWN, TX 78626

BLUEBONNET TRAILS COMMUNITY SERVICES:
c/o CHIEF EXECUTIVE OFFICER
1009 NORTH GEORGETOWN STREET
ROUND ROCK, TX 78664

Address for notice may be changed at any time by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

J. PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

K. ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the non-prevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

L. GOVERNMENTAL IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

M. COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.

N. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the last party’s execution below.

WILLIAMSON COUNTY, TEXAS

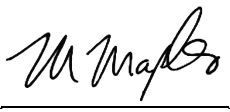
By: _____

Printed Name: _____

Title: _____

Date: _____, 20_____

BLUEBONNET TRAILS COMMUNITY SERVICES

By: 

Printed Name: Mike Maples

Title: Chief Executive Officer

Date: ____12-15_____, 2025_____

Attachment A
Child Welfare Court Case Coordinator

BTCS will provide two Child Welfare Court Care Coordinators to work with families, the Williamson County Attorney's Office, judges, attorneys, Court Appointed Special Advocates (CASA), Child Protective Services (CPS) case workers in association with the Department of Family Protective Services (DFPS) and other involved agencies or community stakeholder to assist in coordinating court-ordered treatment and updating the status of the youth and family involvement with services and requirements of the court. The positions will support the judiciary process in CPS cases.

A. SCOPE OF SERVICE

Under the direction of the Bluebonnet Trails Community Services (BTCS) the Child Welfare Court Care Coordinators will work with families, the Williamson County Attorney's Office, judges, attorneys, Court Appointed Special Advocates (CASA), Child Protective Services (CPS) case workers in association with the Department of Family Protective Services (DFPS)and other involved agencies or community stakeholders to assist in coordinating court-ordered treatment and updating the status of the youth and family involvement with services and requirements of the courts. The positions will complete the following activities to support the judiciary process in CPS cases:

1. Maintain record keeping in conjunction with the County Attorney's office, assures court orders are documented and signed in a timely and accurate manner and coordinating, tracking, monitoring and communicating status of compliance with a court order.

2. Assist with coordinating meetings between all parties, in advance of final hearings to ensure preparedness for hearings.

3. Maintain awareness of service completion and legal deadlines in each case and coordinate with appropriate parties when action is needed to ensure compliance with court order requirements.

4. As ordered by the court, coordinate with CPS case workers to schedule timely services for children and their families, sharing resources as applicable and communicating with the court when further orders may be needed to ensure compliance with the stated goals of the court order.

5. Assist families in complying with orders of the court and navigating the various systems and parties involved.

6. Assisting new case workers working within the Williamson County court system, understanding responsibilities and accessing beneficial resources meeting the needs of the youth and family. This may include assistance in developing informal training opportunities with the Williamson County

Attorney's Office, CASA, DFPS, the court and others within the child welfare system.

The Child Welfare Court Care Coordinators will provide culturally responsive, trauma-informed, and person-centered support to families.

B. FUNDING METRICS AND OUTCOMES:

Bluebonnet Trails Community Services (BTCS) will hire Child Welfare Court Care Coordinators. At a minimum, the Child Welfare Care Coordinator will have a bachelor's degree in a human services field; at least one year of experience in the field of community health care; comprehensive knowledge of community mental health, substance use, or intellectual developmental disorder resources. The Child Welfare Care Coordinator must demonstrate the ability to work autonomously as a member of a team as well as work independently; must demonstrate strong communication and documentation skills; must have a valid Texas driver's license and maintain approved driver's status throughout employment.

Assist families in navigating court ordered requirements	25 families served
Attend administrative and clinical staffing meetings	30 meetings
Assess needs, provide service planning, and facilitate linkage to services	25 families served

C. BUDGET

Funding Period: 10/01/2025 to 9/30/2026

The budget for the Child Welfare Court Case Coordinator will funding for salaries and benefits.

NOT TO EXCEED BUDGET TOTAL - $144,000

Commissioners Court - Regular Session **43.**

Meeting Date: 12/30/2025

Housing and Homelessness Prevention

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 on the agreement with Bluebonnet Trails Community MHMR Center, DBA Bluebonnet Trails Community Services (BTCS) to provide wrap-around services to reduce homelessness and increase housing sustainability in Williamson County.

Public Background

Bluebonnet Trails began the Homelessness Prevention program in January 2024. Since the inception of the program in January 2024 through October 2025, there have been seventeen (17) individuals who have received permanent housing at Community First Village and another fifteen (15) that have been assisted in securing other alternate permanent housing. The Homelessness Prevention team receives referrals from the county jail, Williamson County psychiatric hospitals, and law enforcement officers, and first responders. The allocation from the Tobacco Account was agenda item #51, which was approved by the Commissioners Court on 9/23/2025. The agreement has been reviewed by legal and the Auditor's Office.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Homelessness Prevention Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/16/2025 08:33 AM
Form Started By: Kathy Pierce		Started On: 12/15/2025 03:30 PM
Final Approval Date: 12/16/2025		

AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND BLUEBONNET TRAILS COMMUNITY SERVICES
FOR HOUSING AND PREVENTION OF HOMELESSNESS

THIS AGREEMENT FOR HOUSING AND PREVENTION OF HOMELESSNESS (Agreement) is made and entered into by and between WILLIAMSON COUNTY, TEXAS (County) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES (BTCS), hereinafter collectively referred to as the "Parties".

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, the State of Texas has contracted with Local Mental Health Authorities to ensure provision of mental health services throughout the 254 counties in Texas; and,

WHEREAS, BTCS is the Local Mental Health Authority for Williamson County and is responsible for ensuring access to needed behavioral health services for the citizens of Williamson County; and,

WHEREAS, the County has determined homelessness is a significant public safety need for the community a need exists to reduce homelessness and increase housing stability for its residents.

WHEREAS, coordination of services between Williamson County and BTCS is vital to the health care and well-being of the persons served in the community and conforms to The Health Insurance Portability and Accountability Act of 1996 (HIPAA) to do so; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I.
TERM OF AGREEMENT

This Agreement shall be effective as of October 1, 2025 and shall continue thereafter in force until September 30, 2026 unless terminated prior to such time in accordance with the termination provision set out herein (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for additional terms of One (1) Year each ("Renewal Terms") beginning on October 1st of each year, unless either party terminates this Agreement prior to the expiration of the then existing Initial Term or Renewal Term in accordance with the terms hereof.

II.
RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

The services, responsibilities, agreements, funding, and obligations of the Parties are outlined in Attachment A, attached hereto and made a part of this Agreement.

III.
CONSIDERATION

The Parties agrees this Agreement is supported by adequate and valuable consideration; to wit: the mutual benefits received by the Parties from cooperating with one another and providing 24-hour mobile behavioral health services in Williamson County, as well as the funding provided in the Attachment made a part hereof.

IV.
TERMINATION

A Party to this Agreement has the right to terminate this Agreement by providing written notice to the other Party no less than ninety (90) days prior to the effective date of termination, after satisfying any liabilities (if any) of the terminating Party as stated herein.

V.
EFFECT ON PRIOR AGREEMENTS

The Parties agree that the Williamson County and BTCS Subrecipient Agreement for The Bureau of Justice grant for Comprehensive Opioid, Stimulant and Substance Use Program (COSSUP Grant Award signed March 4, 2025, will remain in effect and the Jail Based Competency Restoration Program Agreement signed November 19, 2024, shall remain in effect.

Amendment No. 4 To Second County Addendum for Interlocal Agreement on Private Psychiatric Beds Necessary During COVID-19 dated April 14, 2025 shall remain in effect.

VI.
MISCELLANEOUS

A. SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

B. CONFIDENTIALITY OF INFORMATION. Williamson County and BTCS will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records, and information, which discloses information about the identity of any person served, in accordance with applicable federal and state law.

C. BUSINESS ASSOCIATE PROVISIONS. If Williamson County or BTCS receives any

individually identifiable health information ("Protected Health Information" or "PHI"), from the other's agents, authorized personnel, employees, representatives and/or staff members of each party, or creates or receives any PHI on behalf of either Party, each Party shall maintain the security and confidentiality of such PHI as required of each Party by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:

- Use of PHI. Both Parties shall not use PHI otherwise than as expressly permitted by this agreement, or as required by law. However, both Parties may use PHI for purposes of managing its internal business processes relating to its functions under this agreement.
- Disclosure of PHI. Both Parties shall not disclose PHI to any other person (other than members of Williamson County's Mobile Outreach Team (MOT), Williamson County Emergency Operations workforce or BTCS workforce), except as approved by each Party in writing. Any such disclosure shall be made only upon written agreement between Williamson County and BTCS, stating that both Parties are bound by the provisions of this section. Both Parties shall not disclose PHI to any member outside of its workforce unless they have advised such person of the Parties obligations under this section, and of the consequences for such person and for the party violating them. Either Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
- Safeguards. Both Parties shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this agreement. Both Parties shall provide the other with such information concerning such safeguards as either Party may from time to time request, and shall, upon reasonable request, give either Party access for inspection and copying to either Parties facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining either Parties compliance with this agreement.
- Accounting/Reporting of Disclosures. Both Parties shall maintain a record of all disclosures of PHI made otherwise than the purposes of this agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Either Party shall make such record available to the other Party on request. Both Parties shall report to the other Party any unauthorized use or disclosure of PHI by the Party or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.
- Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, that Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from either Party available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this agreement in such manner as either Party determines necessary to comply with such law or regulation. If either Party disagrees with any such amendment, it shall so notify the other Party in writing within thirty (30) days of notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either of them may terminate this

agreement on written notice to the other.

- Breach, If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require either Party to submit to a plan of monitoring and reporting, as either Party may determine necessary to maintain compliance with this agreement, and such a plan shall become part of this agreement; terminate this agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made.
- Procedure upon Termination. Upon termination of this agreement both Parties shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

D. INSURANCE. Each Party will be responsible for insuring or self-insuring its own officers and employees.

E. CHOICE OF LAW. This Agreement shall be performable in Williamson County, Texas.

F. AMENDMENT. This Agreement may be amended if agreed upon by the Parties and approved by the governing body of each Party. The Parties agree to review this Agreement at least annually and before each annual budget period.

G. ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and BTCS will be honored under this Agreement.

H. NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

I. NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY:
c/o COUNTY JUDGE
710 MAIN STREET
GEORGETOWN, TX 78626

BLUEBONNET TRAILS COMMUNITY SERVICES:

c/o CHIEF EXECUTIVE OFFICER
1009 NORTH GEORGETOWN STREET
ROUND ROCK, TX 78664

Address for notice may be changed at any time by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

J. PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

K. ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the non-prevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

L. GOVERNMENTAL IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

M. COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.

N. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the last party's execution below.

WILLIAMSON COUNTY, TEXAS

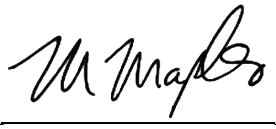
By: _____

Printed Name: _____

Title: _____

Date: _____, 20____

BLUEBONNET TRAILS COMMUNITY SERVICES

By: 

Printed Name: Mike Maples

Title: Chief Executive Officer

Date: 12-15, 2025

Attachment A
Homeless Prevention Program

BTCS will provide an array of wrap-around supportive services to support housing stability of identified Williamson County residents to reduce homelessness and increase housing sustainability. BTCS will provide care coordination and skills training, working alongside and receiving referrals from Williamson County law enforcement, behavioral health hospitals, and the Williamson County jail; and collaborate with non-profit organizations to successfully transition 15 Williamson County residents experiencing homelessness into 15 tiny homes dedicated to Williamson County at Community First! Village. BTCS will add two (2) additional BTCS Homeless Prevention staff members and access to a Peer Specialist to form a team specializing in connecting with law enforcement, coordinating housing, and overseeing the residents in 15 tiny homes. BTCS will also coordinate housing support and stability for thirty-five (35) additional Williamson County residents at other locations during the term of the project.

A. STATEMENT OF WORK:

1. Resources needed to support this program and resulting coordination are outlined below:

   a. Staffing: BTCS will add two (2) Williamson County Homeless Prevention staff and/or Peer Specialist – member(s) specializing in connecting with LE, coordinating housing, and overseeing fifteen (15) residents in permanent supported housing dedicated to Williamson County at Community First! Village. During 2025-2026, BTCS will assist an additional 35 residents with supports and linking to other services related to securing and maintaining housing, for a total of 50 Williamson County residents being assisted with securing housing.

   b. Tasks, Responsibilities and Skills Required of the new Positions:
      i. Demonstrate excellent relationship, communication and care coordination skills in working alongside law enforcement; other referral sources; interim housing options; and Community First! Village.
      ii. Able to secure interim housing and provide/secure coordinated BTCS care while in interim housing and awaiting a tiny home in Community First! Village.
      iii. Able to assist individuals with clothing (Homeless Prevention + Available Emergency Solutions Grants (ESG) Flex Funds), food (Homeless Prevention + Available ESG Flex Funds), medical care and benefits attainment/coordination through BTCS.
      iv. Able to report outcomes leading to refining program and demonstrating success during monthly Williamson County Crisis Response meetings.
      v. Receiving referrals from the following prioritized sources:
         1) Williamson County Law Enforcement
         2) Behavioral Health Hospitals – through active discharge planning for persons identified as homeless in Williamson County
         3) Williamson County Jail – through active release planning for persons identified as homeless

4) Referrals from other sources, such as faith-based organizations and social services organizations will be accepted where appropriate and available

vi. Able to effectively coordinate with BTCS Supported Housing when an individual elects not to participate in the homelessness program. (Interim housing through ESG funds is time limited. This must be considered during decision-making and planning.)

vii. Able to effectively coordinate with Integral Care and Community Care Health Centers also on the Community First! Village campus.

2. Service Delivery.

a. Receiving Referrals.

i. Referrals from Williamson County Law Enforcement: BTCS staff will work closely with Williamson County officials, law enforcement and crisis response teams to identify individuals for referral to the project. BTCS staff will provide the dedicated MCOT line for law enforcement to make referrals of individuals that have been identified as homeless. BTCS staff will establish contact with each identified person and begin the enrollment process.

ii. Referrals from Behavioral Health Hospitals: When homelessness is identified as a barrier to discharge, the behavioral health hospital will engage BTCS in discharge planning that may include admission to available housing options and/or transitioning the patient to a less intensive step-down program. BTCS staff will establish contact with each identified patient and begin the enrollment process.

iii. Referrals from Williamson County Jail: When homelessness is identified as a barrier upon release, Williamon County Jail will engage the BTCS Jail Diversion Staff in release planning. BTCS staff will establish contact with each identified inmate and begin the enrollment process.

b. Engagement. The outreach and engagement phase will help to develop a client-centered approach, and to identify participants' needs and housing related goals. BTCS staff will provide:

i. Outreach and connection with potential identified program participants.

ii. Housing navigation and placement to eligible program participants.

iii. Administration of financial assistance, benefits and resources, as needed, for interim housing.

iv. Case management over the time the participant is eligible for the program to secure medical care, psychiatric care, food, clothing, transportation, and benefits attainment.

B. METRICS AND OUTCOMES:

1. Work with law enforcement, behavioral health hospitals and Williamson County Jail to place 15 Williamson County residents into dedicated homes at Community First! Village.

2. Provide housing supportive services to 35 additional Williamson County residents at other identified housing locations.

C. BUDGET:

Funding Period: 10/01/2025 to 09/30/2026

Budget Category	**Funding Stream**
Staff Salary: 2.0 Full-Time Employee (FTE) Mobile Crisis Outreach Team (MCOT)	Williamson County
Staff Benefits: 2.0 FTE	Williamson County
Client Support Costs, to include: - Interim Housing Costs (Rent + Deposit + Utilities) - Transportation Cost (Public transport options and BTCS transport) - Clothing Cost (Connections with Salvation Army, Goodwill, and other organizations)	Williamson County

NOT TO EXCEED AMOUNT - $180,981.

Commissioners Court - Regular Session **44.**

Meeting Date: 12/30/2025

911 Dispatch Diversion Agreement

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 on an agreement with Bluebonnet Trails Community MHMR Center, DBA Bluebonnet Trails Community Services (BTCS) to provide dedicated qualified mental health professionals (QMHP's) in 911 Dispatch.

Public Background

Qualified Mental Health Professionals (QMHP's) are embedded in the Williamson County 911 Communications Center to connect with callers at the moment of crisis to provide crisis intervention, de-escalation and treatment coordination. The purpose of the program is to provide diversion for the deployment of law enforcement and other emergency services when not needed, and connection/referral to appropriate care. Embedded QMHP's can also help with law officer safety during mental health crisis calls.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

911 Dispatch Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/16/2025 09:10 AM
Form Started By: Kathy Pierce		Started On: 12/15/2025 07:48 PM
Final Approval Date: 12/16/2025		

AGREEMENT BETWEEN
WILLIAMSON COUNTY
AND BLUEBONNET TRAILS COMMUNITY SERVICES
FOR 911 DISPATCH DIVERSION

THIS AGREEMENT FOR 911 DISPATCH DIVERSION (Agreement) is made and entered into by and between WILLIAMSON COUNTY, TEXAS (County) and BLUEBONNET TRAILS COMMUNITY MHMR CENTER d/b/a BLUEBONNET TRAILS COMMUNITY SERVICES (BTCS), hereinafter collectively referred to as the "Parties".

WHEREAS, Texas Government Code, Chapter 791, the Interlocal Cooperation Act provides that any one or more public agencies may contract with each other for the performance of governmental functions and for the joint use of facilities or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the Parties; and,

WHEREAS, the State of Texas has contracted with Local Mental Health Authorities to ensure provision of mental health services throughout the 254 counties in Texas; and,

WHEREAS, BTCS is the Local Mental Health Authority for Williamson County and is responsible for ensuring access to needed behavioral health services for the citizens of Williamson County; and,

WHEREAS, collaboration between Williamson County Emergency Services, Williamson County Sheriff's Office and BTCS will support the needs of persons accessing 911 Dispatch in order to resolve a mental health crisis; and

WHEREAS, coordination of services between Williamson County and BTCS is vital to the health care and well-being of the persons served in the community and conforms to The Health Insurance Portability and Accountability Act of 1996 (HIPAA) to do so; and,

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I.
TERM OF AGREEMENT

This Agreement shall be effective as of October 1, 2025 and shall continue thereafter in force until September 30, 2026 unless terminated prior to such time in accordance with the termination provision set out herein (the "Initial Term"). Following the Initial Term, this Agreement shall automatically renew for additional terms of One (1) Year each ("Renewal Terms") beginning on October 1st of each year, unless either party terminates this Agreement prior to the expiration of the then existing Initial Term or Renewal Term in accordance with the terms hereof.

II.
RESPONSIBILITIES, AGREEMENTS AND OBLIGATIONS OF THE PARTIES

The services, responsibilities, agreements, funding, and obligations of the Parties are outlined in Attachment A, attached hereto and made a part of this Agreement.

III.
CONSIDERATION

The Parties agrees this Agreement is supported by adequate and valuable consideration; to wit: the mutual benefits received by the Parties from cooperating with one another and providing 24-hour mobile behavioral health services in Williamson County, as well as the funding provided in the Attachment made a part hereof.

IV.
TERMINATION

A Party to this Agreement has the right to terminate this Agreement by providing written notice to the other Party no less than ninety (90) days prior to the effective date of termination, after satisfying any liabilities (if any) of the terminating Party as stated herein.

V.
EFFECT ON PRIOR AGREEMENTS

The Parties agree that the Williamson County and BTCS Subrecipient Agreement for The Bureau of Justice grant for Comprehensive Opioid, Stimulant and Substance Use Program (COSSUP Grant Award signed March 4, 2025, will remain in effect the Jail Based Competency Restoration Program Agreement signed November 19, 2024 shall remain in effect.

Amendment No. 4 To Second County Addendum for Interlocal Agreement on Private Psychiatric Beds Necessary During COVID-19 dated April 14, 2025 shall remain in effect.

VI.
MISCELLANEOUS

A. SEVERABILITY. The Parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contradiction of any laws of the State of Texas, the Parties will immediately rectify the offending portions of this Agreement. The remainder of the Agreement shall be in full force and effect.

B. CONFIDENTIALITY OF INFORMATION. Williamson County and BTCS will maintain the confidentiality of information received pursuant to the performance of this Agreement, including medical records, and information, which discloses information about the identity of any person served, in accordance with applicable federal and state law.

C. BUSINESS ASSOCIATE PROVISIONS. If Williamson County or BTCS receives any individually identifiable health information ("Protected Health Information" or "PHI"), from the other's agents, authorized personnel, employees, representatives and/or staff members of each party, or creates or receives any PHI on behalf of either Party, each Party shall maintain the security and confidentiality of such PHI as required of each Party by applicable laws and regulations, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the regulations promulgated thereunder. Without limiting the foregoing:

- Use of PHI. Both Parties shall not use PHI otherwise than as expressly permitted by this agreement, or as required by law. However, both Parties may use PHI for purposes of managing its internal business processes relating to its functions under this agreement.
- Disclosure of PHI. Both Parties shall not disclose PHI to any other person (other than members of Williamson County's Mobile Outreach Team (MOT), Williamson County Emergency Operations workforce or BTCS workforce), except as approved by each Party in writing. Any such disclosure shall be made only upon written agreement between Williamson County and BTCS, stating that both Parties are bound by the provisions of this section. Both Parties shall not disclose PHI to any member outside of its workforce unless they have advised such person of the Parties obligations under this section, and of the consequences for such person and for the party violating them. Either Party shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI in contravention of its agreement.
- Safeguards. Both Parties shall use appropriate safeguards to prevent use or disclosure of PHI otherwise than permitted by this agreement. Both Parties shall provide the other with such information concerning such safeguards as either Party may from time to time request, and shall, upon reasonable request, give either Party access for inspection and copying to either Parties facilities used for the maintenance or processing of PHI, and to its books, records, practices, policies and procedures concerning the use and disclosure of PHI, for the purpose of determining either Parties compliance with this agreement.
- Accounting/Reporting of Disclosures. Both Parties shall maintain a record of all disclosures of PHI made otherwise than the purposes of this agreement, including the date of the disclosure, the name and, if known, the address of the recipient of the PHI, a brief description of the PHI disclosed, and the purpose of the disclosure. Either Party shall make such record available to the other Party on request. Both Parties shall report to the other Party any unauthorized use or disclosure of PHI by the Party or its workforce, and the remedial action taken or purposed to be taken with respect to such use or disclosure.
- Disclosure to U.S. Department of Health and Human Services. If either Party is required by law to obtain the following undertaking from the other Party, that Party shall make its internal practices, books, and records relating to the use and disclosure of health information received from either Party available to the Subscriber and to the Secretary of the United States Department of Health and Human Services, for the purposes of determining the Covered Entity's compliance with HIPAA.
- Amendment. Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, either Party may, by written notice to the other Party, amend this agreement in such manner as either Party determines necessary to comply with such law or regulation. If either Party disagrees with any such amendment, it shall so notify the other Party in writing within thirty (30) days of notice. If the parties are unable to

agree on an amendment within thirty (30) days thereafter, either of them may terminate this agreement on written notice to the other.

- Breach, If either Party breaches its obligations under this section, the other Party may, at its option, exercise any of its rights of access and inspection under the above paragraph in this section regarding "Safeguards"; require either Party to submit to a plan of monitoring and reporting, as either Party may determine necessary to maintain compliance with this agreement, and such a plan shall become part of this agreement; terminate this agreement, with or without an opportunity to cure the breach. When appropriate, notification to the applicable licensure board will be made.
- Procedure upon Termination. Upon termination of this agreement both Parties shall return or destroy all PHI that it maintains in any form, and shall retain no copies of such information or, if the parties agree that return or destruction is not feasible, it shall continue to extend the protections of this agreement to such information, and limit further use of the information to those purposes that make the return or destruction of the information infeasible.

D. INSURANCE. Each Party will be responsible for insuring or self-insuring its own officers and employees.

E. CHOICE OF LAW. This Agreement shall be performable in Williamson County, Texas.

F. AMENDMENT. This Agreement may be amended if agreed upon by the Parties and approved by the governing body of each Party. The Parties agree to review this Agreement at least annually and before each annual budget period.

G. ASSIGNMENT. Except as otherwise provided in this Agreement, the rights and duties of the Parties may not be assigned or delegated without the written consent of all Parties to this Agreement. Any attempt to assign or delegate such rights or duties shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of this Agreement. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Parties. All other existing arrangements between County and BTCS will be honored under this Agreement.

H. NO PERSONAL BENEFIT. No Party intends to benefit any person who is not named as a Party to this Agreement, to assume any special duty to supervise the operations of another Party, to provide for the safety of any specific person or to assume any other duty other than that imposed by general law.

I. NOTICE. Any notice given hereunder shall be in writing, and may be affected by personal delivery, or by registered or certified mail, return receipt requested, at the address of the respective Parties indicated below:

WILLIAMSON COUNTY:
c/o COUNTY JUDGE
710 MAIN STREET

GEORGETOWN, TX 78626

BLUEBONNET TRAILS COMMUNITY SERVICES:
c/o CHIEF EXECUTIVE OFFICER
1009 NORTH GEORGETOWN STREET
ROUND ROCK, TX 78664

Address for notice may be changed at any time by delivering written notice of change to the other Party in accordance with the notice requirements of this section.

J. PARAGRAPH HEADINGS. The various paragraph headings are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

K. ATTORNEY FEES. In any lawsuit concerning this Agreement, the prevailing Party, shall be entitled to recover reasonable attorney's fees from the non-prevailing Party, plus all out-of-pocket expenses such as deposition costs, telephone calls, travel expenses, expert witness fees, court costs, and other reasonable expenses.

L. GOVERNMENTAL IMMUNITY. The Parties do not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity. Each Party shall be responsible for its own employees and the acts of its own employees.

M. COMPLIANCE WITH APPLICABLE LAWS. The Parties hereby agree to comply with all applicable ordinances, laws, rules, regulations and lawful orders of any public authority with jurisdiction.

N. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto, and supersedes all their oral and written negotiations, agreements and understandings of every kind. The Parties understand, agree, and declare that no promise, warranty, statement, or representation of any kind whatsoever, which is not expressly stated in this Agreement, has been made by any Party hereto or its officer, employees, or other agents to induce execution of this Agreement.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement effective as of the last party's execution below.

WILLIAMSON COUNTY, TEXAS

By: _____

Printed Name: _____

Title: _____

Date: _____, 20_____

BLUEBONNET TRAILS COMMUNITY SERVICES

By: 

_____

Printed Name: Mike Maples

Title: Chief Executive Officer

Date: 12-15, 2025

Attachment A
911 Dispatch-Crisis Call Diversion: Responsibilities, Agreements, and Obligations of the Parties

A. SCOPE OF SERVICES

In an effort to de-escalate mental health-related calls to Williamson County 911 Dispatch for the purpose of a timely response; meaningful diversion from deployment of law enforcement and other emergency services; and connection/referral to appropriate care:

1. Williamson County Emergency Services, Williamson County Sheriffs Office and BTCS will design a workflow allowing for 911 Dispatch to access a dedicated BTCS qualified mental health professional (QMHP) to respond to callers indicating a mental health need.

2. Williamson County Sheriffs Office will conduct background checks with fingerprints on potential QMHP applicants to determine if they meet criteria for unescorted badge access into the Williamson County Emergency Operations Center (EOC). The QMHP applicant selected will not be able to access systems or access information derived from Criminal Justice Information Services (CJIS) for their use. QMHP will sign an FBI Security Addendum and take the CJIS Security Awareness Training.

3. BTCS will provide an employee maintaining the credentials as a licensed professional of the healing arts (LPHA) to this partnership with Williamson County Emergency Services at Dispatch for consultation and clinical support to the QMHP.

4. Williamson County Emergency Services and BTCS will:
   a. Develop qualifying questions prompting transfer of a call from 911 Dispatch to the BTCS QMHP.
   b. Identify, collect and report outcome data to understand the impact of the BTCS QMHP at 911 Dispatch as well assess opportunities to fine-tune the workflow and outcome measurement over time.
   c. Partner on training for 911 Dispatch and BTCS staff.
   d. Seek to continually improve the process through collaboration and modification.
   e. Adhere to respective standards, rules and guidelines under which Williamson County Emergency Services and BTCS are individually and collectively obliged.

B. BUDGET

Funding Period: 10/ 01/2025 to 09/30/2026

The County will provide $168,000 to support salaries, benefits, and stipend for supervision for qualified mental health professionals in 911 Dispatch.

Williamson County will provide allocation Not Exceed $168,000.

Commissioners Court - Regular Session **45.**

Meeting Date: 12/30/2025

Discuss and take appropriate action regarding employment of the law firm of Bracewell to represent Williamson County

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

Department: Commissioner Pct. #4

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action regarding employment of the law firm of Bracewell to represent Williamson County in connection with developing the strategy, structure, and implementation plan for locating and financing a civic facility in Williamson County; and exemption of those attorney services from the competitive bid/proposal requirements of the County Purchasing Act pursuant to the discretionary exemption for personal or professional services, as set forth under Section 262.024(a)(4) of the Texas Local Government Code.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Engagement Letter - Bracewell Williamson County

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/22/2025 11:54 AM
Form Started By: Amalia Puentes-Zuazua		Started On: 12/22/2025 11:46 AM
Final Approval Date: 12/22/2025		

BRACEWELL

December 17, 2025

Honorable Steven Snell
County Judge
Williamson County
710 S. Main Street, Ste. 101
Georgetown, TX 78626

Re: Engagement Letter

Dear Judge Snell:

Thank you for engaging us to represent Williamson County ("Client") in connection with the matter described below. We appreciate the confidence you have shown in Bracewell LLP ("Bracewell" or "Firm") and look forward to this opportunity to represent your interests.

It is our practice to confirm the terms and conditions of our engagements, and that is the purpose of this Engagement Letter and the attached Terms of Engagement. This engagement has been approved by Bracewell subject to the conditions described in this letter.

Scope of Engagement

Bracewell will represent Client in connection with developing the strategy, structure, and implementation plan for locating and financing a civic facility in Williamson County (the "Project").

This Engagement Letter may be amended in writing to reflect new matters or issues that deviate from the current engagement in scope, billing arrangements, complexity, risk, or that otherwise require a substantial change in terms and conditions. The Terms of Engagement, however, will govern all projects and engagements for Client.

Fees, Expenses and Billing

Fees will be based primarily on an hourly charge determined by the amount of time devoted by Bracewell professionals to perform the legal services contemplated by this engagement. Other factors authorized by Rule 1.5(a) of the ABA Model Rules of Professional Conduct also may be considered when determining the fees charged by Bracewell.

I will be the primary attorney on this initial scope. My current hourly rate for the referenced matter is $700. If other attorneys in our firm work on Client's matters, they will bill at the rates included in Exhibit A hereto.

Ms. Blakely L. Fernandez
Partner
T:+1.210.299.3410 F: +1.800.404.3970
300 Convent Street, Suite 2700, San Antonio,Texas 78205-3723
blakely.fernandez@bracewell.com bracewell.com

In addition to legal fees, Client will be responsible for expenses incurred by the Firm on its behalf. Expenses charged by third-parties that are incurred specifically on your behalf (e.g., filing fees and expert's fees) will be billed at cost. Expenses for which the Firm contracts in bulk, such as online research, will include a reasonable allocation of overhead for clients using those services. In appropriate cases, reimbursable expenses will also include charges for dedicated services of staff, overtime charges for assistants and other staff, and charges for meals and taxis relating to overtime.

Matters involving the production of electronically stored information may result in additional fees and expenses being incurred by the Firm and/or by third-party vendors on behalf of Client. See the attached Terms of Engagement for more details.

An invoice for fees and expenses will be submitted on a periodic basis, generally monthly, and payment is due upon receipt. It is important for you to bring any question regarding the fees or reimbursable expenses charged in this matter to my attention within 30 days after receipt.

Hourly billing rates and reimbursable expenses may be amended by written agreement of the parties in advance of such adjustments appearing on the periodic invoices provided for this engagement.

Conflicts of Interest

Bracewell is a general service law firm that has represented, now represents, and will continue to represent clients in a broad range of industries and in a wide variety of matters. Because of the nature of our practice, we may be asked to represent other clients whose interests are adverse to Client's. Under the applicable rules of professional responsibility, such adverse representations may give rise to conflicts of interest. We recognize that we shall be disqualified from representing any other client with interests materially and directly adverse to Client's: (i) in any matter which is substantially related to our representation of you and (ii) with respect to any matter where there is a reasonable probability the confidential information you furnished to us could be used to your disadvantage (unless we are able to protect the confidential information by erecting an ethical wall). You understand and agree that, with those exceptions, we are free to represent other clients, including clients whose interests may conflict with Client in litigation, business transactions, or other legal matters. Client acknowledges that from time to time Bracewell represents Bexar County and Spurs Sports and Entertainment.

We understand and agree that this is not an exclusive agreement, and Client is free to retain any other counsel of Client's choosing. Although Client may revoke this consent as to future matters at any time, such revocation will not affect any matters undertaken by Bracewell in reliance on this consent and prior to receipt of notice of the revocation.

Alternative Dispute Resolution and Arbitration of Disputes

Bracewell and Client agree that any and all disputes arising under or pertaining to this engagement, including disputes regarding billing and fees, scope and nature of services, and breach of any duty or obligation hereunder, shall be resolved, if possible, by non-binding mediation conducted by a mutually acceptable mediator in Texas. The mediation process may be initiated by a written request with a list of acceptable mediators, with preference given to neutral former state or federal judges.

Bracewell and Client also agree that in the event that mediation is not successful, any and all disputes arising under or pertaining to this engagement, including disputes regarding billing and fees, scope and nature of services, and breach of any duty or obligation hereunder, shall be conducted according to the Federal Arbitration Act and, to the extent not inconsistent, under the "2018 Rules for Non-Administered Arbitration" adopted by the International Institute for Conflict Prevention & Resolution (www.cpradr.org).

The arbitration will be conducted by three arbitrators, with preference given to neutral former state or federal judges. Venue and choice of law of the arbitration shall be in Texas. Bracewell and Client agree and recognize that the arbitration process includes, among other things, a waiver of the right to a jury trial, waiver of the right to an appeal, waiver of the right to broad discovery under the Federal Rules of Civil Procedure, and will involve upfront costs and expenses.

Independent Review

Client is encouraged to discuss the Terms of Engagement and this Engagement Letter with in-house or separate independent counsel of your choice. If you have any questions about this Engagement Letter, or the Terms of Engagement, or any aspect of the engagement or representation, please contact me as soon as possible. If this Engagement Letter and the Terms of Engagement accurately reflect our agreement, please sign this Engagement Letter below and return it to me at your earliest convenience.

Thank you again for the opportunity to represent you in this matter.

Very truly yours,

Bracewell LLP

Blakely L. Fernandez
Partner

Attachments

AGREED AND ACCEPTED:

WILLIAMSON COUNTY

By: _____

Title: _____

Date: _____

BRACEWELL LLP
TERMS OF ENGAGEMENT

Introduction

These are the Terms of Engagement adopted by Bracewell LLP ("Bracewell ") and the addressee of the preceding Engagement Letter ("Client") and referred to in our Engagement Letter as the basis for our representation. Because they are an integral part of our agreement to provide representation, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please promptly inform your principal contact at the Firm.

Client of the Firm

Because Bracewell has been engaged to represent the Client only, the engagement does not include the Client's family members, affiliated or related entities, or their respective individual officers, directors, partners, equity owners or employees.

Unless otherwise specifically stated in the Engagement Letter, our representation does not include any parent, subsidiary, or affiliated entity; employee, officer, director, shareholder, member or partner of an entity; or, any commonly owned entity. For any trade association, our representation does not include any member of the trade association; and for individuals, our representation does not include any employer, partner, spouse, sibling, or other family member. In the event we are asked to undertake representation of any other entity in connection with this engagement, we will do so only by agreement defined in the Engagement Letter.

Our Relationship with Others and Conflicts of Interest

We have performed a conflicts check on the names you provided to Bracewell. Based on a check of these names, and under the applicable standards in the governing rules of professional conduct, we believe Bracewell is free to undertake the Matter. If we identify a conflict after work on this Matter has begun, you agree to use reasonable efforts to help us resolve the conflict to the satisfaction of all parties.

Bracewell accepts this engagement on the understanding that our representation of you will not preclude us from accepting another engagement from a new or existing client provided that (1) such engagement is not substantially related to the subject matter of services we provide to you and (2) such other engagement would not impair the confidentiality of related client information.

Billing Arrangements and Terms of Payment

Fees for professional services and expenses are not contingent on the outcome of the project, unless expressly stated in the Engagement Letter.

Bracewell issues invoices on a periodic basis, normally each month, for fees and expenses. Invoices are due on receipt and are considered past due 30 days after receipt.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. Any estimate is based on professional judgment and facts and circumstances that appear at the time. As such, any estimate is subject to the understanding that, unless we agree otherwise

in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

It may be necessary for us to retain third parties, such as consultants, experts and investigators, in order to represent you adequately. In that event, you will be responsible for the prompt payment of the invoices of those third parties. Although we may advance third-party disbursements in reasonable amounts, we will ask you to pay larger third-party invoices (usually those over $500) directly to the third party providing the services.

If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts owed and the prepayment of the estimated fees and expenses to be incurred in completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to pay timely the estimated fees and expenses, we will have the right to cease performing further work and the right to withdraw from the representation, subject to any applicable rules of court or other applicable tribunal.

Although an insurer's payment of defense costs may be applied to billings of the firm, the payment obligation remains with you. Failure of any insurer to pay all or part of the billings for this project does not relieve you from the obligation to pay billings in full and in a timely manner.

Matters Involving Electronically Stored Information ("ESI") or e-Discovery

Many client matters require the preservation, gathering, and production of ESI ("e-Discovery"). The Firm's e-Practice Department assists in matters that involve e-Discovery issues. The e-Practice department includes a lawyer who specializes in e-Discovery matters ("e-Practice Counsel") and experienced project managers.

Many e-Discovery matters can be handled by the Firm internally, and the Firm utilizes Everlaw as its e-Discovery software provider. If Client proceeds with Everlaw, the Client's ESI, either directly or by using an outside forensics vendor, will be provided to the Firm for processing, hosting, review, and production. When using Everlaw, the Firm will invoice Client a monthly per GB storage charge. Data hosted in Everlaw's Early Case Assessment tool will be charged at $7 per GB, and data hosted in Everlaw's Active Review tool will be charged at $11 per GB. An Everlaw project may also be placed in a suspended state, in which case Client will be charged $3 per GB. Everlaw projects carry a minimum of $250 per month.

Should Client wish to utilize the services of a different software vendor ("Outside Vendor"), the Firm can provide recommendations. In such instances, Client will contract directly with and will be invoiced by the Outside Vendor. In most cases, the Outside Vendor will handle the collection, processing, hosting, and production of Client's ESI.

The Firm will bill Client for the time of e-Practice Counsel and project managers. The hourly rate of the Firm's e-Practice Counsel is $450 per hour, and range of hourly rates for Project Managers is $250 - $375 per hour.

Unless other arrangements are made between the Firm and Client, the Firm's lawyers will handle the review of Client's ESI before production.

Interest on Past Due Accounts

Payment and interest, if any, will comply with the Prompt Payment Act (Texas Government Code Chapter 2251), if applicable, for any final invoices.

Taxes

The Client agrees that all payments under the Engagement Letter shall be payable to Bracewell in U.S. Dollars, free and clear of any and all present and future taxes, levies, imposts, duties, deductions, withholdings, fees, liabilities and similar charges (the "Taxes"). If any Taxes are required to be withheld or deducted from any amount payable under the Engagement Letter, then the amount payable under the Engagement Letter shall be increased to the amount which, after deduction from such increased amount of all Taxes required to be withheld or deducted therefrom, will yield to Bracewell the amounts stated to be payable to Bracewell under the Engagement Letter.

Termination

Because Bracewell has been engaged to provide services in connection with the representation specifically defined in our Engagement Letter, the attorney-client relationship terminates upon our completion of those services.

You may terminate the engagement at any time, with or without cause, by notifying us in writing. The firm also can terminate the engagement before the completion of its representation of you in the specified matter if (a) the continued representation would result in a violation of the applicable rules of professional conduct or other law; (b) the termination can be accomplished without material adverse effect on your interests; (c) you persist in a course of action that Bracewell reasonably believes is criminal or fraudulent, or you have used our services to perpetrate a crime or fraud, (d) the firm has a fundamental disagreement with the objective or tactics in this engagement; (e) you deliberately and substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in the Terms of Engagement; or (f) other good cause for termination exist. In the event that the firm intends to terminate the engagement, the firm will give reasonable notice and allow you access to your files relating to this engagement.

For purposes of this Engagement Letter, this engagement terminates upon written notice of termination by Client or by Bracewell, or 120 days after the date of Bracewell's last substantive legal service billed to Client's account, whichever may first occur.

The termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the project.

After completion of the representation, however, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. Bracewell has no continuing obligation to give advice with respect to any future legal developments that may relate to the project.

Disposition and Retention of Materials

Bracewell has adopted and implemented an information governance and records management program including a comprehensive policy and records retention schedule. At the close of any matter Bracewell may return Client documents and property, send them to a storage facility for a limited time, or have

them destroyed according to our records retention schedule. At Client's request, Client documents and property will be returned to you upon receipt of payment for outstanding fees and costs. Your request must be specific and designate your representative to receive the files. Client is responsible for paying the reasonable cost to retrieve, duplicate and deliver the Client files. Your request for return of Client files must be delivered to Bracewell no later than 120 days after the last substantive service relating to the closed matter. A substantive service does not include audit letter research and preparation, or any other service that does not directly relate to the substantive discharge of a Client engagement.

You agree that Bracewell owns and retains its own files, inclusive of related electronically stored information, pertaining to the engagement. You will not have the right or ability to require us to deliver such files (or copies thereof) to you. Examples of Bracewell files are: firm administrative materials, financial files and documents, time and expense reports, personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence which was sent to you by a member of our firm) and internal lawyer's work product, such as drafts, notes, memoranda and legal and factual research, including investigative reports prepared by or for the internal use of lawyers.

It is important for Client to alert Bracewell in advance of special treatment, sensitive information, retention requirements and other unique conditions pertaining to Client files. Client agrees that it will notify Bracewell in a timely, written and specific manner, concerning any requirement for special or unusual handling or attention of its Client files. This includes any statutory or regulatory requirements relating to confidentiality and retention of Client files.

Choice of Law

Because Bracewell performs legal services in a number of jurisdictions, for consistency and predictability, the Client and Bracewell agrees that the Texas Disciplinary Rules of Professional Conduct (found at www.texasbar.com or www.legalethicstexas.com) will govern all issues of legal ethics and professionalism.

Pursuant to Texas Government Code section 81.079, we are required to provide you with notice of the existence of the State Bar of Texas grievance process. That information can be found here:

www.texasbar.com/AM/Template.cfm?Section=Home&Template=/CM/ContentDisplay.cfm&ContentID=61506 (English)

www.texasbar.com/AM/Template.cfm?Section=File_a_Grievance&Template=/CM/ContentDisplay.cfm&ContentID=23636 (Spanish).

Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any

expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that Bracewell has made no promises or guarantees to you about the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee.

Your Cooperation

To enable us to provide effective representation, you agree to: (1) disclose to us fully, accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; (4) provide updated information for conflicts purposes, if necessary; and (5) cooperate fully with us in all matters relating to the engagement.

Modification of Our Agreement

The Terms of Engagement reflect our agreement on the terms of all engagements, and are not subject to any oral agreements, modifications, or understandings. Any change in these Terms of Engagement must be made in writing signed by both Bracewell and Client.

In Conclusion

If you have questions or concerns, at any time, relating to the terms and conditions of this engagement, the services or advice provided by Bracewell, or the fees and expenses reflected in the invoices, please bring them to the attention of your principal contact at our firm, or Bracewell's General Counsel or Managing Partner.

Exhibit A

Glenn Opel, Partner – Public Finance	$750.00
Brian Teaff, Partner – Public Finance; Tax	$750.00
Bucky Brennan, Partner – State and Local Tax	$750.00
Martina Hinojosa, Associate – Public Finance; Economic Development	$600.00

Commissioners Court - Regular Session **46.**

Meeting Date: 12/30/2025

Approval of the 2026 Amendment No. 7 to the Stop Loss Insurance Agreement with United HealthCare Services, Inc. for the HR/Benefits Department.

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider taking appropriate action to authorize the Renewal Amendment No. 7 for Stop Loss Insurance with United HealthCare Services, Inc. (UHC), effective January 1, 2026, to December 31, 2026, and authorizing the execution of the amendment.

Public Background

This document pertains to the Renewal Amendment of Stop Loss Insurance by UnitedHealthcare (UHC), which supports Williamson County. UHC has executed the 2026 Williamson County Stop Loss Rider Amendment No. 7, representing its proposal for the 2026 plan year. Benefit period includes covered expenses incurred from October 1, 2017, through December 31, 2026, effective January 1, 2026, and paid from January 1, 2026, through December 31, 2026. The funding source for this renewal is 01.0885.0885.004057 – Stop Loss Insurance, NTE $2,334,194.10. As UHC is a publicly traded company, Form 1295 is not required. The Department's primary contact is Shelley Loughrey

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment Renewal NO 7

Amendment Renewal NO 6

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2025 11:59 AM
Form Started By: Cheryl Johnson		Started On: 12/11/2025 11:19 AM
Final Approval Date: 12/19/2025		

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

AMENDMENT NO. 7

Amendment to be attached to and made a part of Group Policy No. GA-911463AL, issued by UnitedHealthcare Insurance Company (herein called "Company") to Williamson County (herein called "Policyholder").

It is agreed by and between the Company and the Policyholder that

1. The page entitled "Schedule Of Benefits" as contained in the Policy is hereby replaced with the attached page entitled "Schedule Of Benefits".
2. This Amendment will hereby be effective as of January 1, 2026.

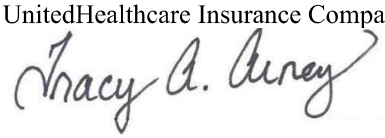
UnitedHealthcare Insurance Company

UnitedHealthcare Insurance Company



Jessica Paik, President

UnitedHealthcare Insurance Company



Tracy A. Arney, Secretary

ACCEPTED BY: _____

Title: _____

Date: _____

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

SCHEDULE OF BENEFITS

This Schedule of Benefits is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Policyholder: Williamson County

Policy Number: GA-911463AL

Effective Date: January 1, 2026

Administrator: United HealthCare Services, Inc.

Coverage specified herein is applicable only during the Policy Period from January 1, 2026 through December 31, 2026, and is further subject to all terms and conditions of this Policy.

SPECIFIC EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from October 1, 2017 through December 31, 2026 and Paid from January 1, 2026 through December 31, 2026.

Specific Deductible per Covered Person: $300,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited

Specific Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Specific Excess Loss Premium: $106.13 per subscriber per month

AGGREGATE EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from October 1, 2017 through December 31, 2026 and Paid from January 1, 2026 through December 31, 2026.

Aggregate Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Aggregate Percentage Reimbursable: 100%

Maximum Aggregate Benefit: $2,000,000 per Policy Year

Minimum Annual Aggregate Deductible: $36,395,451 or 95% of the first Monthly Aggregate Deductible amount times 12, whichever is greater

Maximum Covered Expenses per Covered Person accumulating toward the Maximum Aggregate Benefit: $300,000

Monthly Aggregate Factors: $1,751.28 per subscriber

Aggregate Excess Loss Premium: $5.74 per subscriber per month

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

AMENDMENT NO. 6

Amendment to be attached to and made a part of Group Policy No. GA-911463AL, issued by UnitedHealthcare Insurance Company (herein called "Company") to Williamson County (herein called "Policyholder").

It is agreed by and between the Company and the Policyholder that

1. The page entitled "Schedule Of Benefits" as contained in the Policy is hereby replaced with the attached page entitled "Schedule Of Benefits".
2. This Amendment will hereby be effective as of January 1, 2025.

UnitedHealthcare Insurance Company

William J Golden, President

Thomas J. McGuire, Secretary

ACCEPTED BY: Valeria Covey

Title: Presiding Officer

Date: Nov 26, 2024

UnitedHealthcare Insurance Company

A Stock Company

185 Asylum Street, Hartford, Connecticut

Phone: 1-860-702-5000

SCHEDULE OF BENEFITS

This Schedule of Benefits is only applicable to Excess Loss Insurance provided by the Company during the Policy Period shown below.

Policyholder: Williamson County

Policy Number: GA-911463AL

Effective Date: January 1, 2025

Administrator: United HealthCare Services, Inc.

Coverage specified herein is applicable only during the Policy Period from January 1, 2025 through December 31, 2025, and is further subject to all terms and conditions of this Policy.

SPECIFIC EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from October 1, 2017 through December 31, 2025 and Paid from January 1, 2025 through December 31, 2025.

Specific Deductible per Covered Person: $300,000

Specific Percentage Reimbursable: 100%

Maximum Specific Benefit per Covered Person: Unlimited

Specific Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Specific Excess Loss Premium: $91.65 per subscriber per month

AGGREGATE EXCESS LOSS INSURANCE

Benefit Period: Covered Expenses Incurred from October 1, 2017 through December 31, 2025 and Paid from January 1, 2025 through December 31, 2025.

Aggregate Excess Loss Insurance includes:

- Medical
- Stand Alone Prescription Drug Program

Aggregate Percentage Reimbursable: 100%

Maximum Aggregate Benefit: $2,000,000 per Policy Year

Minimum Annual Aggregate Deductible: $29,933,000 or 95% of the first Monthly Aggregate Deductible amount times 12, whichever is greater

Maximum Covered Expenses per Covered Person accumulating toward the Maximum Aggregate Benefit: $300,000

Monthly Aggregate Factors: $1,509.02 per subscriber

Aggregate Excess Loss Premium: $4.95 per subscriber per month

Agenda Item #36, CC 11.26.2024 Williamson_County_Stop_Loss_Rider_1-1-2025_Amendment_No._6 (Cheryl)

Final Audit Report 2024-11-26

Created:	2024-11-25
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAajUD4MWWrX3PXnGp68-CytTCwrSPaFeg

"Agenda Item #36, CC 11.26.2024 Williamson_County_Stop_Loss_Rider_1-1-2025_Amendment_No._6 (Cheryl)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-11-25 - 5:42:09 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
2024-11-25 - 5:43:22 PM GMT

Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-11-25 - 10:40:27 PM GMT- IP address: 66.76.4.65

Document signing delegated to Valerie Covey (vcovey@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
2024-11-26 - 4:54:22 PM GMT- IP address: 66.76.4.65

Document emailed to Valerie Covey (vcovey@wilco.org) for signature
2024-11-26 - 4:54:22 PM GMT

Email viewed by Valerie Covey (vcovey@wilco.org)
2024-11-26 - 5:37:48 PM GMT- IP address: 172.56.40.23

Document e-signed by Valerie Covey (vcovey@wilco.org)
Signature Date: 2024-11-26 - 5:38:10 PM GMT - Time Source: server- IP address: 172.56.40.23

Agreement completed.
2024-11-26 - 5:38:10 PM GMT

Powered by Adobe Acrobat Sign

Commissioners Court - Regular Session **47.**

Meeting Date: 12/30/2025

Approval of Financial Renewal Amendment No. 9 to the 2026 UnitedHealthcare Services, Inc. Administrative Services Agreement for HR/Benefits

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 the renewal of Financial Renewal Amendment No. 9 to the 2026 UnitedHealthcare Services, Inc. Administrative Services Agreement for HR/Benefits, covering expenses incurred from October 1, 2017, through December 31, 2025, effective January 1, 2026, and paid from January 1, 2026, through December 31, 2026. The original contract was approved in the commissioners' court on 12-10-2024, agenda item #44.

Public Background

This document pertains to the UnitedHealthcare Administrative Services Agreement Amendment No. 9 for employee benefits, including employee health insurance, dental insurance, flexible spending plan, and COBRA administration. UnitedHealthcare (UHC) has provided its 2026 Williamson County proposal, which is attached and outlines the rates for the upcoming year. The benefit period covers expenses incurred from October 1, 2017, through December 31, 2025, with an effective date of January 1, 2026, and payments made from January 1, 2026, through December 31, 2026. The funding sources are 01.0885.0885.004054 – $1,239,393.15; 01.0885.0885.004056 – $61,945.92; 01.0885.0885.004059 – $38,520.00; and 01.0885.0885.004060 – $23,716.94, for a total amount of $1,363,576.01. UnitedHealthcare is a publicly traded company; therefore, Form 1295 is not required. The Department’s primary contact is Shelley Loughrey.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

2026 Service Agreement

2025 Service Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2025 12:04 PM
Form Started By: Cheryl Johnson		Started On: 12/17/2025 10:20 AM
Final Approval Date: 12/19/2025		

FINANCIAL RENEWAL AMENDMENT NO. 9

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United" or "Our" or "Us" or "We") and Williamson County ("Customer" or "You" or "Your"), and is effective on January 1, 2026 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Williamson County

By _____

Authorized Signature

Print Name _____

Print Title _____

Date _____

United HealthCare Services, Inc.

By Sara Minnis (11/18/2025 07:55:23 EST)

Authorized Signature

Print Name Sara Minnis

Print Title Associate Contract Manager

Date 11/18/2025

Renewal 2Q 2025

Agreement No. 00032072.9

Confidential Information of UnitedHealth Group

Exhibit B – Fees

These are the Fees Customer agrees to pay to United in exchange for the Services.

Medical Fees

The following financial terms are effective for the period January 1, 2026 through December 31, 2027, unless otherwise specified.

PEPM means Per Employee Per Month

Final Claims Fiduciary: United

Customer acknowledges that UHC Hub products and services are offered and provided by third party vendors that are not affiliated with United. UHC Hub vendors are subcontractors under the Agreement. Customer agrees that United is not responsible or liable in any way for performance guarantees or financial return guarantees made by those third party vendors. Certain UHC Hub products are subject to state sales Tax. United will invoice and Customer agrees to pay United for any required taxes. A third party vendor's participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service. Fees for UHC Hub products and services will be paid through a withdrawal from the Bank Account.

ASO Fees (PEPM)	Current	Year 1	Year 2
Plan Year	**01/01/2025 through 12/31/2025**	**1/1/2026 through 12/31/2026**	**1/1/2027 through 12/31/2027**
POS	*$51.79*	$53.34	$53.34
EPO	*$51.79*	$53.34	$53.34
Credits			
Administrative Credit (General Purpose)	$90,000	$90,000	$90,000
Wellness Credit	$112,500	$112,500	$112,500

The following services may require an additional cost as noted below:

Additional Disease Management, Specialty and Wellness Programs (Fees are on a PEPM basis unless specifically noted)	Current 1/1/2025 through 12/31/2025	Year 1 1/1/2026 through 12/31/2026	Year 2 1/1/2027 through 12/31/2027
Medical Management Programs			
Core Medical Necessity	Included	Included	Included
Physical Health Solutions:			
Chiropractic Network	Included	Included	Included
Physical Therapy/Occupational Therapy/Speech Therapy Network	Included	Included	Included
Complementary Alternative Medicine (CAM) Network Management	Included	Included	Included
Other Programs/Services:			
TX Custom PHS 3.0	Included	Included	Included
Behavioral Health Solutions	Included	Included	Included
Claim Fiduciary	Included	Included	Included
Convenience Care Clinics CSP	Included	Included	Included
Data Extracts	Included	Included	Included
COBRA	Included	Included	Included
Expanded eCR Reporting	Included	Included	Included
One Pass	N/A	$9.09	$9.09
Other Programs/Services (Fees collected through Bank Account):			
Kaia Health	$615 Per Participant Per Year	$615 Per Participant Per Year	$615 Per Participant Per Year
Maven Maternity 12 Month Program	N/A	$925 Per Case	$925 Per Case
Neonatal Resource Services	$1,700 Per Engagement	$1,700 Per Engagement	$1,700 Per Engagement

Quit4Life	$455.61 Per Case	$455.61 Per Case	$455.61 Per Case
Second Opinion Services	$2,136 Per Case	$2,136 Per Case	$2,136 Per Case
Specialist Management Solutions	$1,500 Per Case	$1,500 Per Case	$1,500 Per Case
Virtual Behavioral Coaching	$72 Per Session	$72 Per Session	$72 Per Session
Virtual Behavioral Coaching Weekly Call	$55 Per Session	$55 Per Session	$55 Per Session
UHC Hub Vendors:			
Fees for the following will be collected through the Bank Account			
Teladoc Chronic Care Mgmt Plus	$69 PEMPM	$69 PEMPM	$69 PEMPM

The following services are required but not included in the above ASO Fees:

Additional Services (Fees Collected through Bank Account unless otherwise noted)	**Fee**	
	1/1/2026 - 12/31/2026	**1/1/2027 - 12/31/2027**
Naviguard	$3.00 PEPM	$3.25 PEPM
Transplant Resource Services Transplant Cost Negotiation Program	$8,333 per negotiation (charged in year end reconciliation)	
Payment Integrity:		
Enhanced Abuse and Fraud Management Program	22% of recoveries	
Advanced Analytics and Recovery Services (AARS)	24% of recoveries	
Credit Balance Recovery Program	not to exceed 10% of recoveries	
Hospital Bill Audit Program	not to exceed 22% of savings	
Subrogation Services	33.3% of recoveries	
Injury Coordination Coverage	33.3% of recoveries	
Focused Claim Review	22% of savings	

The following are included in the ASO Fees (applies to Active and Pre-65 Retiree population only):

- UnitedHealthcare Pharmacy. If the pharmacy is carved out to another vendor, the ASO fees and Credits are subject to change.
- eServices Reporting - (interactive fully Web-based reporting)
- Federal External Review Program (third level appeals) - our Medical ASO fee includes a maximum of 5 reviews. Reviews in excess of this limit will be charged at $500 per review.
- Advocate4Me Customer Service Model that provides participants with access to a one-stop advocacy resource for an unprecedented range of needs, including support and access to services across medical benefits, claims, pharmacy, clinical, incentives, and more.
- Customer Service, our quoted customer service model offers members a high-touch, personal guide who provides support in navigating benefits, understanding payment options, resolving claim issues and working through the health care system. In addition to acting as a one-stop shop where members can be directed to the most appropriate existing services, representatives can provide additional information relevant to personal needs and take ownership of inquires end-to-end. For those not resolved during the initial call, customer service representatives take ownership until resolution including call back to the member.
- Employer Internet Solution – www.employereservices.com
- Our quote includes the management of over 100 disease states/conditions, as part of our Personal Health Support (PHS) program. We believe this approach will adequately address the clinical conditions present within the population - though we are open to discussing and proposing alternative programs, should clinical prevalence indicate an appropriate ROI.
- Consumer Activation, including basic navigation guide, health statements with individualized messaging, advanced concierge call services, and access to member portal with consumer activation messaging

- UnitedHealthcare will duplicate requested plan of benefits in principle and in a manner compatible with our understanding of the basic plan designs. Our quotation may be adjusted contingent upon review of all Medical plan design specifics. Our fees may be adjusted, or changes to the plans may be required to enable us to administer claim payments.

Pricing Assumptions

- The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA Transitional Reinsurance fee and the PCORI fee which are remitted to the government (federal and/or state).
- The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; and (iii) as otherwise permitted in the Administrative Services Agreement.
- The administrative fees set forth herein do not include fees related to the requirements set forth in the Consolidated Appropriations Act, 2021, including the No Surprises Act. Additional fees for these new regulatory requirements will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.
- UnitedHealthcare reserves the right to revise this quotation under the following circumstances:

    - The total number of enrolled medical employees varies by more than 10 percent from the assumed medical enrollment of 1823
    - The average contract size, defined as the total number of enrolled employees plus dependents divided by the total number of enrolled employees, varies by 10 percent or more from the assumed average contract size of 2.08.
    - The benefits or service requirements requested and/or quoted change prior to or after the effective date.
    - In the event of any changes in federal, state or other applicable legislation or regulation that require changes to this quotation.
    - In the event of any changes in plan design required by the applicable regulatory authority or by the Plan sponsor.
    - In the event that any taxes, surcharges, assessments, or similar charges are imposed by governmental entities or agencies on the Plan or UnitedHealthcare, in its role as administrator or insurer.
    - As otherwise permitted in our Administrative Services Agreement

- Our mature quotation includes the processing of runout claims for 6 months following the termination of our contract.
- If pharmacy benefits are carved out the ASO fees quoted above may be revised.
- Customer will only receive Rebates to the extent that Rebates are actually received by United. For example, if a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for the Pharmacy Benefits Management services or increase the percentage of Rebate dollars retained by United.
- We reserve the right to adjust our rebate guarantee if changes made to our prescription drug list (PDL) for the purpose of achieving lower net drug cost for WILLIAMSON COUNTY and our other ASO customers result in significant reductions to the rebate level.
- WILLIAMSON COUNTY will receive 80.0% of rebates on prescription drug products dispensed under the medical benefit plan.
- Commissions are excluded.
- This quotation assumes UnitedHealthcare will retain claim fiduciary responsibility

- United will provide a Wellness Credit, Administrative Credit (General Purpose) to help WILLIAMSON COUNTY mitigate costs associated with additional wellness services from United, administration of the plan

  These credits are available as follows:

  - The parties must have an executed Agreement.
  - The first month of service fees under the Agreement has been received by United.
  - WILLIAMSON COUNTY's enrollment with United must always exceed 1640 Employees.
  - Annual credits must be used within the Plan Year specified for that credit. One-time credits must be used between 01/01/2026 and 12/31/2027. Any Credits not used during this time period are forfeit.
  - Upon request from WILLIAMSON COUNTY, a credit will be issued in United's fee billing system.
  - If WILLIAMSON COUNTY terminates the Agreement prior to 12/31/2027, WILLIAMSON COUNTY will repay United a prorated portion of the credit paid in the year of termination based on the termination date. Credits in prior years are not subject to repayment. All unpaid credits are forfeit.
  - If enrollment with United falls below the enrollment threshold, WILLIAMSON COUNTY will repay United an amount proportional to the enrollment reduction based on the amount of the credit paid at the time enrollment falls below the threshold.
  - The amount of the credit not yet paid is reduced proportional to the enrollment reduction.
  - If during the course of the first year unforeseen or additional expense items arise related to the WILLIAMSON COUNTY implementation, UHC reserves the right to use a portion of this credit to offset such expenses.

- WILLIAMSON COUNTY acknowledges that UHC Hub products and services are offered and provided by third-party vendors that are not affiliated with United. UHC Hub vendors are subcontractors under this Agreement. WILLIAMSON COUNTY agrees that United is not responsible or liable in any way for such performance guarantees or financial return guarantees made by those third party vendors. Certain UHC Hub products are subject to state sales Tax. United will invoice and WILLIAMSON COUNTY agrees to pay United for any required taxes.

  A third-party vendor's participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service. Fees for UHC Hub products and services will be paid through a withdrawal from the Bank Account.

Service Description
Fees for the programs are listed above.
Advanced Analytics and Recovery • United's large-scale analytics to identify additional recovery opportunities. • Claims re-examined every month for up to 12 months. • Post-adjudicated claims.
Coordination of Benefits ("COB") • Verify primary/secondary payer accuracy. • Identify claims to be investigated using a layered approach to identify other primary payers: 1. Eligibility match to other commercial payers. 2. Eligibility match to Medicare. • Correct pre-adjudicated claims prior to claim payment. • Update claims systems with other primary/secondary payers' information. • COB indicators set to edit subsequent claims with primary/secondary payers' information.
Credit Balance Recovery • Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. • On-site at hospitals and facilities. • Post-adjudicated claims.
Focused Claim Review • Review of claims for inappropriate billing of services not documented in clinical notes. • Board certified, same-specialty medical directors.

Service Description
• Pre-adjudicated claims or post-adjudicated claims.
Fraud, Waste, and Abuse Management • Detection and recovery of wasteful, abusive, and/or fraudulent claims. • Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. • Evaluate claims to identify inappropriate levels of care, coding, and/or resource utilization. • Management can include pre-adjudicated claims or post-adjudicated claims.
Hospital Bill and Premium Audit • In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. • Post-adjudicated claims.
Third-Party Liability – Subrogation and Injury Coverage Coordination • Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party. • Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. • Pre-adjudicated claims or post-adjudicated claims. • Customer will not engage any entity except United to provide such services without prior United approval.
Litigation and Arbitration Fees for Recoveries • Litigation or arbitration to recover Overpayments and other Plan recovery opportunities. • Outside attorneys' fees and costs directly incurred with litigation or arbitration. • Pre-adjudicated claims or post-adjudicated claims.
Payment Integrity Service Fees related to pre-adjudicated or prevented amount savings are calculated using logic that accounts for claim level detail and past claims payment experiences, and other relevant inputs including, but not limited to, historical amounts billed and allowed for similar providers, services, and specialties.
Naviguard Program • Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. • Includes an advocacy component where Participants can access resources, and on-line tools and materials to help Participants stay in network and where assistance is provided in explaining reimbursement methodologies. • For claims above a threshold established by United, the advocacy component includes United negotiating with a provider on behalf of a Participant with respect to Participant's balance billed amount (e.g., non-emergent, choice claim). • If the provider objects to what it was paid from the application of the allowed amount, or member contacts United for support with resolving a balance bill, United will increase compensation for a particular claim if: (a) United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and (b) United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims). • Fees are based on the Savings Obtained, which is the amount billed by a health care provider minus the final amount paid to the health care provider pursuant to the out-of-network program selected by the Plan which includes amounts payable by the Participant.
The interest rate on unpaid Fees and underfunding the Bank Account is the Prime rate plus 4%.
For clinical support. if applicable, Customer will pay a Fee for United's services, equal to 2.5% of chiropractic allowed expenses, whether in or out of network.
Second Opinion Services. Participants will have access to personalized consultations by video or phone from medical experts. A designated care team coordinator guides Participants through the entire process, including follow up. The information provided through this service does not constitute medical advice and does not diagnose, treat, or prescribe treatment of medical conditions.
Specialist Management Solution (SMS) Concierge services and surgical care navigation, guiding Participants to providers who perform outpatient surgical specialties/procedures. Services include the following: • Advocate, a single point of contact through the entire continuum of care. • Participant activation and outreach campaign support. • Customer data and reporting. • Gross Savings means the established episode market average for hospital outpatient department cost per case (based on historic claims data) compared to the actual cost for Participants who had the same procedure in an ambulatory surgical center.

Disclosure: A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount, or at the election of the provider a per transaction fee of up to $10) by a United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

Dental Fees

The following financial terms are effective for the period January 1, 2026 through December 31, 2027, unless otherwise specified.

ASO Fee PEPM	$3.28
Broker Commissions	$0.00
Total ASO Fee PEPM	$3.28
Rate Guarantee	24 months
Expiration Date	12/31/2027

Dental Assumptions

Rates listed above assume the plan design quoted. Rates may change, if plan design changes.

Our contract covers only those procedures performed in the United States.

Please contact your sales representative for more details on the network quoted in your proposal.

Run-In Claims are not Paid.

Fees include 12 months of run out claims. Additional months are available at an additional cost.

The In- and Out-of-Network Plan Deductibles, Maximums and Lifetime Ortho Maximum are combined.

*Please contact your sales representative to confirm specific plan. Restorations (Amalgams or Composite) coverage.

Quote is based on total group Average Contract Size (ACS) of 2.16.

Quote is based on total group of 1706 Employees and 3682 Members.

United Healthcare reserves the right to adjust the above rates should enrollment or ACS fluctuate by +/- 10%.

This quote assumes UnitedHealthcare will retain claim fiduciary responsibility.

Digital ID cards will be available on-line, upon intial enrollment, for employees enrolled in PPO, INO and Indemnity plans. Plastic ID cards will be issued, upon initial enrollment, for employees enrolled in Direct Compensation, Select Managed Care and DHMO plans.

FSA Fees

The following financial terms are effective for the period January 1, 2026 through December 31, 2027, unless otherwise specified.

FSA, Dependent Care Spending Account Fees	1/1/2026 through 12/31/2026	1/1/2027 through 12/31/2027
FSA Fee - PEPM	$3.00	$3.00

- FSA fees above apply to employees enrolled in the health care spending or dependent care spending accounts, or both.
- A minimum monthly billing of $100 applies

FSA Nondiscrimination testing (NDT)	$500

Nondiscrimination Test Package

- This optional service provides the results of three tests Non-Discrimination Tests (25% Key Concentration Test [overall Section 125 Plan], 55% Average Benefits Test and 25% Owner's Concentration Test) which are a subset of the testing that may be required by the IRS. WILLIAMSON COUNTY provides the data to us, we perform the mathematical calculations and provide a report that indicates pass/fail by test. We are not providing consulting or legal advice.

Standard FSA services including:

- Initial supply of standard employee brochures.

- Single claim submission with automatic roll-over from established feeds (i.e., Spectera® Vision, UnitedHealthcare Dental and OptumRx).
- Check minimum $25.
- Daily payment cycle.
- Customer care representation during normal business hours.
- Eligibility information processed via electronic file submission (FTP or EDT) or tape cartridge with up to two files or tape cartridges per month.
- Standard FSA banking arrangements using separate bank account for FSA plan.
- Direct deposit of payments to employee bank accounts with online direct deposit administration at myuhc.com®.
- Account information through myuhc.com for participants enrolled in UnitedHealthcare health plans.
- Assumes WILLIAMSON COUNTY will retain claim fiduciary responsibility for the UnitedHealthcare administered FSA plan.

Standard FSA reports including:

- Member Detail Reports, providing detailed account status for each participant.
- Executive Summary Reports, providing summarized data from the Member Detail Report as well as monthly activity information.
- Utilization Reports, providing general statistical information on the types of expenses being submitted.

Exhibit C – Guarantees

The Fees at risk do not include Customer-elected optional and non-standard programs Fees, all credits, Payment Integrity Programs Fees, Out-of-Network Programs Fees, Commission Funds, Consultant Funds, and ancillary product Fees. Any Customer credits set forth in Exhibit B – Fees will reduce the total Fees at risk.

The Fees payable by Customer under this Agreement will be adjusted through a credit to Customer's Fees in accordance with the guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees are effective for the period beginning January 1, 2026 through December 31, 2026 ("Guarantee Period"). With respect to the aspects of United's performance addressed in this Exhibit, these Fee adjustments are Customer's exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and on the condition that this Agreement remains in force, United may specify to Customer in writing new guarantees for the subsequent Guarantee Period. If United specifies new guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the measurements. Also, services provided under capitated arrangements are not processed as a typical claim, therefore capitated payments are not included in the measurements.

Effective January 1, 2026 through December 31, 2026 ("Guarantee Period"):

Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143

Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%		
Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00 Below 97.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		1.80%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	1.81% - 2.30% 2.31% - 2.80% 2.81% - 3.30% 3.31% - 3.80% Greater than 3.80%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%

Criteria	Random sampling of calls is each assigned a customer service quality score, using United's standard internal call quality assurance program.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%		
Satisfaction			
Employee (Member) Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"		
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher		80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$11,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Customer Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"		
Measurement	Minimum score on a 10-point scale	score	5
Criteria	Standard Customer Scorecard Survey		
Level	Customer specific		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$11,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		

In the event any of the terms herein are inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent terms will be null and void and United will have the right to revise, reprice or revoke this arrangement.

Effective January 1, 2026 through December 31, 2027 (each twelve-month period is a "Guarantee Period"):

Pharmacy Financials			
Definition	Pharmacy rate guarantees.		
Measurement and Criteria		**01/01/2026**	**01/01/2027**
	Component Discount Guarantee - Broad Network		
-	Retail Brand, Average Wholesale Price (AWP) less	19.50%	19.50%
	Retail Brand -- 90 Day Supply, AWP less	23.00%	23.00%
	Retail Generic - 30 and 90 Day Supply, AWP less	85.00%	85.00%
	Mail Order Brand, AWP less	25.50%	25.50%
	Mail Order Generic, AWP less	87.00%	87.00%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component.		
	Dispensing Fees - Broad Network		
-	Retail Brand - 30 Day	$0.50	$0.50
	Retail Brand -- 90 Day Supply	$0.10	$0.10
	Retail Generic - 30 Day	$0.50	$0.50
	Retail Generic -- 90 Day Supply	$0.10	$0.10
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.		
	Minimum Rebate Guarantee (Advantage PDL)		
-	Rebate Sharing Percentage	100.0%	100.0%
-	Basis, per script	Brand	Brand
-	Retail - 30 and 90 Day	$527.22	$618.50
-	Mail Order	$997.59	$1,186.30
-	Specialty	Included In Retail	Included In Retail
	Fees		
	Variable Copay program (monthly, per eligible member)	$0.45	$0.45
Level	Customer Specific		
Period	Annually		
Payment Period	Annually		
Payment Amount -- Discounts	The amount the actual discounts are less than the guaranteed discount amount for each individual component.		
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.		
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.		
Conditions	**Discount & Dispense Fee Specific Conditions** • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists.		

• Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.

• The following are excluded from the Discount Guarantee arrangement

- Compound Drug claims
- Retail out-of-network claims
- Mail Order scripts (for dispense fee arrangement)
- Indian Health Service claims
- Generic medications launched as an "at-risk" product
- Generic medications with pending litigation
- Usual & Customary (U&C) claims
- Vaccine claims
- Long Term Care (LTC) facility claims

• Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail discount and dispense fee guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees and included in the Specialty discount guarantee.

The following are included in the Discount Guarantee arrangement

- Claims where the plan is the secondary payer (COB claims)
- Veterans Affairs (VA) facility claims
- Over the Counter (OTC) claims

• The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater; claims with less than 84 days' supply are included with Retail 30.
• The Mail Order guarantee includes drugs dispensed for 46 days or greater; claims with less than 46 days supply are reconciled at retail.
• When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees.

Rebate Specific Conditions

• Assumes implementation of United's Advantage PDL
• Client directed deviations from the PDL and PDL exclusions or uptiers, or clinical programs may result in changes to pricing and guarantees, which will be factored in at the time of rebate payment and/or reconciliation.
• Calculation of the guaranteed rebate amount will exclude ineligible claims including:

- claims where the plan is not the primary payer (e.g., coordination of benefits and subrogation claims)
- claims approved by formulary exception
- claims not covered by Customer's benefit design or PDL
- claims receiving 340B pricing
- long term care pharmacy claims
- federal government pharmacy claims
- claims for non-FDA approved products
- compound drug claims
- direct member reimbursement claims

• Over-the-counter and repackaged drugs are excluded from the claim counts; Insulins are not excluded.
• Devices are excluded from the claim counts; Test Strips are not excluded.
• Vaccines are excluded from the claim counts.

• Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of Rebates due to the utilization of therapeutically equivalent, lower Rebate drugs (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of Wholesale Acquisition Cost on a Brand Drug subject to Rebates. In the event a payment or reconciliation adjustment is required, such adjustment will be based on the difference between a) pharmaceutical manufacturer revenue prior to the introduction of the lower Rebate drugs and b) the actual pharmaceutical manufacturer revenue received after the introduction of the lower Rebate drugs. Such adjustment does not apply to Generic Drugs that launch after the Brand Drug no longer has patent protection.
• The Rebate guarantees account for projected Rebate reductions in the following classes of Prescription Drugs in connection with the elimination of the Average Manufacturer's Price (AMP) Cap pursuant to the American Rescue Plan Act of 2021: Insulin products and Respiratory Medications. United reserves the right to modify any Rebate guarantees if there are any additional changes Specific to AMP Cap to Rebates received from pharmaceutical manufacturers.

• The Rebate guarantees assume Stelara is excluded from coverage; Rebate payment or reconciliation adjustments will not apply to utilization of therapeutically equivalent, low WAC Stelara biosimilars.

United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

• if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level

• in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates

• if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates

• If the average Specialty Brand days' supply declines below 29

• United will pay Rebates consistent with the Agreement. A reconciliation of the Rebate amounts will occur after the end of each annual contract period and when Rebate payments are substantially complete. The reconciliation calculates the minimum rebate amount by multiplying the actual number of scripts filled by the applicable rebate amount for that script type.

• Specialty rebates are included in the guaranteed retail per-script rebates above.

• The Parties acknowledge and agree that United has priced the pharmacy benefit services under this Agreement in reliance on Customer's commitment to receive such services from United for the entire Pharmacy Pricing Term. In the event that Customer terminates pharmacy benefit services under this Agreement prior to the end of the Pharmacy Pricing Term, the following will apply:
- United will retain 100% of all pending and future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services and no reconciliation of minimum rebate guarantees will apply.

General Conditions

• All pricing guarantees shall remain in effect for the entire contract period of 01/01/2026 through 12/31/2027 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.
• Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.

• Drugs, products, supplies approved, covered and/or prescribed for the diagnosis, treatment or prevention of COVID-19 are excluded from all guarantees.

• On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

• Pricing and guarantees assume enrollment of 1,823 Employees and 3,792 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.

• The lesser of three logic (non-ZBL) will apply to Participant payments. Participants pay the lesser of the discounted price, the usual and customary charge or the cost share amount.

• All pricing guarantees require the selection of United's PBM as exclusive provider of pharmacy benefit services, including but not limited to retail, mail order, and specialty networks.

• United's Price Edge program applies

United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates with an effective date prior to the end of the Pharmacy Pricing Term.

TRRX (12/2024)	• In the event any of the terms herein is inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent term(s) will be null and void and United will have the right to revise, reprice or revoke this arrangement. • United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement. **Brand / Generic Reconciliation Definition** • **Brand Drug**: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, which is manufactured and distributed by an innovator drug company, or its licensee , set forth in Medi-Span's National Drug Data File as a brand drug identified by all of the products meeting at least one of the following criteria: - Medi-Span Multi-Source Code ("MSC") is equal to M, O, or N. • **Generic Drug**: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, that is therapeutically equivalent to other pharmaceutically equivalent products, as set forth in Medi-Span's National Drug Data File as a generic drug identified by all products meeting at least one of the following criteria: - Medi-Span Multi-Source Code ("MSC") is equal to Y.

Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below. Specialty drugs not included on the list below and dispensed through United's specialty Pharmacy Network will be guaranteed at a discount of 14.0%.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period. The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate 14.0% discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the combined actual specialty drug discounts are less than the sum of the individual specialty drug discount targets as computed above.
Conditions	• Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network will be included in the Retail discount and dispense fee guarantees. • Specialty drugs for which no AWP measure exists are excluded. • Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order). • Limited Distribution (LDD) status is subject to change based on manufacturer decision. • Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. • United reserves the right to revise or revoke this guarantee if: a) material changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; • On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

Specialty Drug Category	Drug Name	LDD Indicator	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	LDD Indicator	Guarantee Pricing (AWP-%)

AMMONIA DETOXICANTS	RAVICTI	Yes	16.70%	INFLAMMATORY CONDITIONS	NEMLUVIO	Yes	14.20%
ANEMIA	ARANESP	No	16.20%	INFLAMMATORY CONDITIONS	OLUMIANT	No	14.20%
ANEMIA	EPOGEN	No	15.00%	INFLAMMATORY CONDITIONS	OMVOH	No	13.60%
ANEMIA	PROCRIT	No	15.30%	INFLAMMATORY CONDITIONS	OPZELURA	No	12.60%
ANEMIA	RETACRIT	No	15.80%	INFLAMMATORY CONDITIONS	ORENCIA	No	15.90%
ANTIBACTERIALS	ARIKAYCE	Yes	14.70%	INFLAMMATORY CONDITIONS	OTEZLA	No	15.70%
ANTICONVULSANTS	DIACOMIT	Yes	14.20%	INFLAMMATORY CONDITIONS	RIDAURA	No	15.80%
ANTICONVULSANTS	EPIDIOLEX	Yes	14.20%	INFLAMMATORY CONDITIONS	RINVOQ	No	15.80%
ANTICONVULSANTS	FINTEPLA	Yes	12.10%	INFLAMMATORY CONDITIONS	SILIQ	No	13.10%
ANTICONVULSANTS	ZTALMY	Yes	12.10%	INFLAMMATORY CONDITIONS	SIMLANDI	No	13.10%
ANTIHYPERLIPIDEMIC	JUXTAPID	Yes	14.90%	INFLAMMATORY CONDITIONS	SIMPONI	No	15.80%
ANTIHYPERLIPIDEMIC	TRYNGOLZA	Yes	13.40%	INFLAMMATORY CONDITIONS	SKYRIZI	No	19.70%
ANTI-INFECTIVE	DARAPRIM	Yes	14.20%	INFLAMMATORY CONDITIONS	SOTYKTU	No	13.10%
ANTI-INFECTIVE	LIVTENCITY	Yes	14.70%	INFLAMMATORY CONDITIONS	SPEVIGO	Yes	9.10%
ANTI-INFECTIVE	PYRIMETHAMINE	No	14.20%	INFLAMMATORY CONDITIONS	STELARA	No	17.70%
ASTHMA	FASENRA	Yes	14.20%	INFLAMMATORY CONDITIONS	STEQEYMA	No	15.20%
ASTHMA	NUCALA	Yes	14.20%	INFLAMMATORY CONDITIONS	TALTZ	No	13.10%
ASTHMA	TEZSPIRE	Yes	12.10%	INFLAMMATORY CONDITIONS	TREMFYA	No	15.80%
ASTHMA	XOLAIR	Yes	14.20%	INFLAMMATORY CONDITIONS	TYENNE	No	12.60%
CARDIOVASCULAR	ATTRUBY	Yes	14.20%	INFLAMMATORY CONDITIONS	VELSIPITY	No	15.50%

CARDIOVASCULAR	CAMZYOS	Yes	13.10%	INFLAMMATORY CONDITIONS	WEZLANA	No	15.20%
CARDIOVASCULAR	DROXIDOPA	No	91.90%	INFLAMMATORY CONDITIONS	XELJANZ	No	15.80%
CARDIOVASCULAR	NORTHERA	Yes	15.70%	INFLAMMATORY CONDITIONS	XELJANZ XR	No	15.80%
CARDIOVASCULAR	VYNDAMAX	Yes	16.90%	INFLAMMATORY CONDITIONS	YESINTEK	No	15.20%
CARDIOVASCULAR	VYNDAQEL	Yes	14.20%	INFLAMMATORY CONDITIONS	YUFLYMA	No	13.10%
CENTRAL NERVOUS SYSTEM AGENTS	AUSTEDO	No	15.20%	INFLAMMATORY CONDITIONS	YUSIMRY	No	13.10%
CENTRAL NERVOUS SYSTEM AGENTS	ENSPRYNG	Yes	13.60%	INFLAMMATORY CONDITIONS	ZYMFENTRA	No	15.20%
CENTRAL NERVOUS SYSTEM AGENTS	FIRDAPSE	Yes	12.10%	IRON OVERLOAD	DEFERASIROX	Yes	84.90%
CENTRAL NERVOUS SYSTEM AGENTS	HETLIOZ	Yes	15.70%	IRON OVERLOAD	DEFERIPRONE	No	34.40%
CENTRAL NERVOUS SYSTEM AGENTS	INGREZZA	Yes	14.70%	IRON OVERLOAD	EXJADE	Yes	13.80%
CENTRAL NERVOUS SYSTEM AGENTS	RADICAVA	Yes	14.20%	IRON OVERLOAD	FERRIPROX	Yes	14.20%
CENTRAL NERVOUS SYSTEM AGENTS	RILUZOLE	No	92.70%	IRON OVERLOAD	JADENU	No	15.20%
CENTRAL NERVOUS SYSTEM AGENTS	SABRIL	Yes	17.70%	METABOLIC AGENTS	MIPLYFFA	Yes	12.10%
CENTRAL NERVOUS SYSTEM AGENTS	SKYCLARYS	Yes	13.90%	METABOLIC BONE DISEASE	SOHONOS	Yes	9.10%
CENTRAL NERVOUS SYSTEM AGENTS	TASIMELTEON	Yes	34.40%	MOOD DISORDER DRUGS	SPRAVATO	No	15.20%
CENTRAL NERVOUS SYSTEM AGENTS	TEGLUTIK	Yes	12.10%	MOOD DISORDER DRUGS	ZURZUVAE	Yes	12.90%
CENTRAL NERVOUS	TETRABENAZINE	No	92.90%	MULTIPLE SCLEROSIS	AMPYRA	Yes	13.40%

SYSTEM AGENTS							
CENTRAL NERVOUS SYSTEM AGENTS	TIGLUTIK	Yes	12.10%	MULTIPLE SCLEROSIS	AUBAGIO	No	14.20%
CENTRAL NERVOUS SYSTEM AGENTS	VIGABATRIN	No	54.60%	MULTIPLE SCLEROSIS	AVONEX	No	15.70%
CENTRAL NERVOUS SYSTEM AGENTS	VIGADRONE	Yes	18.20%	MULTIPLE SCLEROSIS	BAFIERTAM	Yes	15.70%
CENTRAL NERVOUS SYSTEM AGENTS	VIGPODER	Yes	12.10%	MULTIPLE SCLEROSIS	BETASERON	No	15.80%
CENTRAL NERVOUS SYSTEM AGENTS	XENAZINE	Yes	17.20%	MULTIPLE SCLEROSIS	COPAXONE	No	16.40%
CNS AGENTS	DAYBUE	Yes	12.10%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	No	92.90%
CNS AGENTS	EXSERVAN	Yes	15.20%	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	No	91.90%
CNS AGENTS	RELYVRIO	Yes	13.10%	MULTIPLE SCLEROSIS	EXTAVIA	No	15.80%
CNS AGENTS	RILUTEK	No	15.20%	MULTIPLE SCLEROSIS	FINGOLIMOD	No	91.90%
CYSTIC FIBROSIS	ALYFTREK	Yes	14.20%	MULTIPLE SCLEROSIS	GILENYA	No	15.70%
CYSTIC FIBROSIS	BETHKIS	No	13.10%	MULTIPLE SCLEROSIS	GLATIRAMER	No	79.80%
CYSTIC FIBROSIS	BRONCHITOL	Yes	15.20%	MULTIPLE SCLEROSIS	GLATOPA	No	79.80%
CYSTIC FIBROSIS	CAYSTON	Yes	16.20%	MULTIPLE SCLEROSIS	KESIMPTA	No	15.70%
CYSTIC FIBROSIS	KALYDECO	Yes	15.20%	MULTIPLE SCLEROSIS	MAVENCLAD	Yes	15.70%
CYSTIC FIBROSIS	KITABIS PAK	Yes	14.20%	MULTIPLE SCLEROSIS	MAYZENT	No	15.70%
CYSTIC FIBROSIS	ORKAMBI	Yes	15.20%	MULTIPLE SCLEROSIS	PLEGRIDY	Yes	15.20%
CYSTIC FIBROSIS	PULMOZYME	No	16.70%	MULTIPLE SCLEROSIS	PONVORY	Yes	12.60%
CYSTIC FIBROSIS	SYMDEKO	Yes	15.20%	MULTIPLE SCLEROSIS	REBIF	No	15.70%
CYSTIC FIBROSIS	TOBI	No	15.50%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	No	15.70%
CYSTIC FIBROSIS	TOBI PODHALER	No	15.50%	MULTIPLE SCLEROSIS	TASCENSO	Yes	15.40%
CYSTIC FIBROSIS	TOBRAMYCIN	No	69.70%	MULTIPLE SCLEROSIS	TECFIDERA	Yes	15.70%
CYSTIC FIBROSIS	TRIKAFTA	Yes	15.20%	MULTIPLE SCLEROSIS	TERIFLUNOMIDE	No	93.90%
DERMATOLOGIC	LITFULO	Yes	12.60%	MULTIPLE SCLEROSIS	VUMERITY	Yes	14.20%
DUCHENNE MUSCULAR DYSTROPHY	AGAMREE	Yes	12.10%	MULTIPLE SCLEROSIS	ZEPOSIA	Yes	14.20%

DUCHENNE MUSCULAR DYSTROPHY	DEFLAZACORT	No	9.10%	MUSCULOSKELETAL AGENTS	EVRYSDI	Yes	9.10%
DUCHENNE MUSCULAR DYSTROPHY	DUVYZAT	Yes	13.90%	MUSCULOSKELETAL AGENTS	VOXZOGO	Yes	13.10%
DUCHENNE MUSCULAR DYSTROPHY	EMFLAZA	Yes	12.60%	MUSCULOSKELETAL AGENTS	ZILBRYSQ	Yes	13.90%
ENDOCRINE	BETAINE	No	12.10%	MUSCULOSKELETAL DISORDERS	DICHLORPHENAMIDE	No	14.70%
ENDOCRINE	CHENODAL	Yes	11.10%	MUSCULOSKELETAL DISORDERS	KEVEYIS	Yes	14.70%
ENDOCRINE	CRENESSITY	Yes	12.90%	NARCOLEPSY	LUMRYZ	Yes	14.20%
ENDOCRINE	CTEXLI	Yes	11.10%	NARCOLEPSY	SODIUM OXYBATE	Yes	16.20%
ENDOCRINE	CUPRIMINE	No	15.80%	NARCOLEPSY	WAKIX	Yes	15.20%
ENDOCRINE	CUVRIOR	Yes	14.20%	NARCOLEPSY	XYREM	Yes	8.10%
ENDOCRINE	CYSTADANE	Yes	12.10%	NARCOLEPSY	XYWAV	Yes	9.10%
ENDOCRINE	DEPEN TITRATABS	No	15.70%	NEUTROPENIA	FULPHILA	No	15.50%
ENDOCRINE	EGRIFTA	Yes	15.20%	NEUTROPENIA	FYLNETRA	No	15.50%
ENDOCRINE	FIRMAGON	No	15.20%	NEUTROPENIA	GRANIX	No	15.50%
ENDOCRINE	IMCIVREE	Yes	15.20%	NEUTROPENIA	LEUKINE	No	15.50%
ENDOCRINE	ISTURISA	Yes	12.10%	NEUTROPENIA	NEULASTA	No	15.50%
ENDOCRINE	JAVYGTOR	Yes	13.10%	NEUTROPENIA	NEUPOGEN	No	15.50%
ENDOCRINE	JYNARQUE	Yes	14.20%	NEUTROPENIA	NIVESTYM	No	15.50%
ENDOCRINE	KORLYM	Yes	13.10%	NEUTROPENIA	NYVEPRIA	No	13.10%
ENDOCRINE	KUVAN	Yes	14.40%	NEUTROPENIA	RELEUKO	No	17.20%
ENDOCRINE	LANREOTIDE	No	12.10%	NEUTROPENIA	STIMUFEND	No	16.20%
ENDOCRINE	MIFEPRISTONE	Yes	34.40%	NEUTROPENIA	UDENYCA	No	15.50%
ENDOCRINE	MYALEPT	Yes	9.10%	NEUTROPENIA	ZARXIO	No	15.50%
ENDOCRINE	MYCAPSSA	Yes	13.10%	NEUTROPENIA	ZIEXTENZO	No	15.20%
ENDOCRINE	NATPARA	Yes	14.90%	ONCOLOGY - INJECTABLE	BESREMI	Yes	15.40%
ENDOCRINE	NITYR	Yes	14.70%	ONCOLOGY - INJECTABLE	ELIGARD	No	14.30%
ENDOCRINE	OCTREOTIDE ACETATE	No	57.70%	ONCOLOGY - INJECTABLE	INTRON A	Yes	15.20%
ENDOCRINE	PENICILLAMINE	No	34.40%	ONCOLOGY - INJECTABLE	LEUPROLIDE	No	69.70%
ENDOCRINE	PROCYSBI	Yes	9.10%	ONCOLOGY - INJECTABLE	SYNRIBO	Yes	15.50%
ENDOCRINE	RECORLEV	Yes	15.40%	ONCOLOGY - ORAL	ABIRATERONE	No	91.90%

ENDOCRINE	SAMSCA	Yes	15.20%	ONCOLOGY - ORAL	ABIRTEGA	No	15.20%
ENDOCRINE	SANDOSTATIN	No	15.50%	ONCOLOGY - ORAL	AFINITOR	No	15.80%
ENDOCRINE	SAPROPTERIN	Yes	57.60%	ONCOLOGY - ORAL	AFINITOR DISPERZ	No	15.80%
ENDOCRINE	SIGNIFOR	Yes	9.10%	ONCOLOGY - ORAL	AKEEGA	Yes	15.40%
ENDOCRINE	SOMATULINE DEPOT	No	15.20%	ONCOLOGY - ORAL	ALECENSA	Yes	15.80%
ENDOCRINE	SOMAVERT	Yes	12.30%	ONCOLOGY - ORAL	ALKERAN	No	17.10%
ENDOCRINE	SYPRINE	No	15.20%	ONCOLOGY - ORAL	ALUNBRIG	Yes	16.20%
ENDOCRINE	THIOLA	Yes	13.10%	ONCOLOGY - ORAL	AUGTYRO	No	14.20%
ENDOCRINE	TIOPRONIN	No	34.40%	ONCOLOGY - ORAL	AYVAKIT	Yes	16.20%
ENDOCRINE	TOLVAPTAN	No	74.80%	ONCOLOGY - ORAL	BALVERSA	Yes	15.20%
ENDOCRINE	TRIENTINE	No	89.90%	ONCOLOGY - ORAL	BEXAROTENE	No	79.80%
ENDOCRINE	XURIDEN	Yes	14.20%	ONCOLOGY - ORAL	BOSULIF	Yes	15.20%
ENDOCRINE	YORVIPATH	Yes	14.50%	ONCOLOGY - ORAL	BRAFTOVI	Yes	15.70%
ENZYME DEFICIENCY	TEGSEDI	Yes	9.10%	ONCOLOGY - ORAL	BRUKINSA	Yes	14.70%
ENZYME THERAPY	BUPHENYL	No	16.40%	ONCOLOGY - ORAL	CABOMETYX	Yes	14.20%
ENZYME THERAPY	CARBAGLU	Yes	9.10%	ONCOLOGY - ORAL	CALQUENCE	Yes	15.20%
ENZYME THERAPY	CARGLUMIC	Yes	34.40%	ONCOLOGY - ORAL	CAPECITABINE	No	91.90%
ENZYME THERAPY	CERDELGA	Yes	15.20%	ONCOLOGY - ORAL	CAPRELSA	Yes	11.10%
ENZYME THERAPY	CHOLBAM	Yes	6.10%	ONCOLOGY - ORAL	COMETRIQ	Yes	14.70%
ENZYME THERAPY	CYSTAGON	Yes	12.60%	ONCOLOGY - ORAL	COPIKTRA	Yes	16.20%
ENZYME THERAPY	GALAFOLD	Yes	15.70%	ONCOLOGY - ORAL	COTELLIC	Yes	14.20%
ENZYME THERAPY	MIGLUSTAT	No	59.60%	ONCOLOGY - ORAL	DASATINIB	No	44.50%
ENZYME THERAPY	NITISINONE	No	34.40%	ONCOLOGY - ORAL	DAURISMO	Yes	14.20%
ENZYME THERAPY	OLPRUVA	Yes	9.10%	ONCOLOGY - ORAL	ERIVEDGE	Yes	14.20%
ENZYME THERAPY	OPFOLDA	Yes	11.10%	ONCOLOGY - ORAL	ERLEADA	No	15.20%
ENZYME THERAPY	ORFADIN	Yes	4.10%	ONCOLOGY - ORAL	ERLOTINIB	Yes	92.90%
ENZYME THERAPY	PALYNZIQ	Yes	13.10%	ONCOLOGY - ORAL	ETOPOSIDE	No	34.40%
ENZYME THERAPY	PHEBURANE	Yes	9.10%	ONCOLOGY - ORAL	EVEROLIMUS	No	46.50%
ENZYME THERAPY	SODIUM PHENYLBUTYRATE	No	34.40%	ONCOLOGY - ORAL	EXKIVITY	Yes	14.70%
ENZYME THERAPY	STRENSIQ	Yes	13.00%	ONCOLOGY - ORAL	FARYDAK	Yes	13.10%

ENZYME THERAPY	SUCRAID	Yes	13.90%	ONCOLOGY - ORAL	FOTIVDA	Yes	14.90%
ENZYME THERAPY	WAINUA	Yes	12.60%	ONCOLOGY - ORAL	FRUZAQLA	Yes	15.40%
ENZYME THERAPY	YARGESA	Yes	9.10%	ONCOLOGY - ORAL	GAVRETO	Yes	14.20%
ENZYME THERAPY	ZAVESCA	Yes	9.10%	ONCOLOGY - ORAL	GEFITINIB	No	34.40%
GASTROINTESTINAL AGENTS	GATTEX	Yes	16.40%	ONCOLOGY - ORAL	GILOTRIF	Yes	9.10%
GASTROINTESTINAL AGENTS	IQIRVO	Yes	12.60%	ONCOLOGY - ORAL	GLEEVEC	No	17.10%
GASTROINTESTINAL AGENTS	LIVDELZI	Yes	14.70%	ONCOLOGY - ORAL	GLEOSTINE	No	17.10%
GASTROINTESTINAL AGENTS	OCALIVA	Yes	16.70%	ONCOLOGY - ORAL	HYCAMTIN	No	16.50%
GASTROINTESTINAL AGENTS	VOWST	Yes	14.20%	ONCOLOGY - ORAL	IBRANCE	Yes	15.70%
GASTROINTESTINAL AGENTS	XERMELO	Yes	14.70%	ONCOLOGY - ORAL	ICLUSIG	Yes	14.40%
GENETIC DISORDER	DOJOLVI	Yes	16.70%	ONCOLOGY - ORAL	IDHIFA	No	16.20%
GENETIC DISORDER	RIVFLOZA	Yes	16.70%	ONCOLOGY - ORAL	IMATINIB MESYLATE	No	92.40%
GENETIC DISORDER	VIJOICE	No	14.20%	ONCOLOGY - ORAL	IMBRUVICA	Yes	15.70%
GENETIC DISORDER	ZOKINVY	Yes	15.20%	ONCOLOGY - ORAL	IMKELDI	No	11.10%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	No	15.80%	ONCOLOGY - ORAL	INLYTA	Yes	15.30%
GROWTH HORMONE DEFICIENCY	HUMATROPE	No	16.40%	ONCOLOGY - ORAL	INQOVI	Yes	12.10%
GROWTH HORMONE DEFICIENCY	INCRELEX	Yes	15.20%	ONCOLOGY - ORAL	INREBIC	Yes	14.20%
GROWTH HORMONE DEFICIENCY	NGENLA	No	15.20%	ONCOLOGY - ORAL	IRESSA	Yes	16.20%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	No	17.60%	ONCOLOGY - ORAL	ITOVEBI	Yes	15.70%
GROWTH HORMONE DEFICIENCY	NUTROPIN AQ	No	15.90%	ONCOLOGY - ORAL	IWILFIN	Yes	13.10%
GROWTH HORMONE DEFICIENCY	OMNITROPE	No	16.20%	ONCOLOGY - ORAL	JAKAFI	Yes	14.20%
GROWTH HORMONE DEFICIENCY	SAIZEN	No	19.10%	ONCOLOGY - ORAL	JAYPIRCA	Yes	13.60%
GROWTH HORMONE DEFICIENCY	SEROSTIM	No	15.20%	ONCOLOGY - ORAL	KISQALI	No	16.20%
GROWTH HORMONE DEFICIENCY	SKYTROFA	No	13.10%	ONCOLOGY - ORAL	KISQALI FEMARA	No	16.70%
GROWTH HORMONE DEFICIENCY	SOGROYA	No	14.20%	ONCOLOGY - ORAL	KOSELUGO	Yes	15.40%

GROWTH HORMONE DEFICIENCY	ZOMACTON	No	16.40%	ONCOLOGY - ORAL	KRAZATI	Yes	15.70%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	Yes	14.70%	ONCOLOGY - ORAL	LAPATINIB	No	44.50%
HEMATOLOGIC	OXBRYTA	Yes	13.60%	ONCOLOGY - ORAL	LENALIDOMIDE	Yes	34.40%
HEMATOLOGIC AL AGENTS	ALVAIZ	No	15.60%	ONCOLOGY - ORAL	LENVIMA	Yes	16.20%
HEMATOLOGIC AL AGENTS	CABLIVI	Yes	15.20%	ONCOLOGY - ORAL	LONSURF	Yes	14.20%
HEMATOLOGIC AL AGENTS	DOPTELET	Yes	15.20%	ONCOLOGY - ORAL	LORBRENA	Yes	13.10%
HEMATOLOGIC AL AGENTS	EMPAVELI	Yes	15.20%	ONCOLOGY - ORAL	LUMAKRAS	Yes	14.20%
HEMATOLOGIC AL AGENTS	FABHALTA	Yes	15.40%	ONCOLOGY - ORAL	LYNPARZA	Yes	13.90%
HEMATOLOGIC AL AGENTS	MOZOBIL	No	15.20%	ONCOLOGY - ORAL	LYTGOBI	Yes	14.70%
HEMATOLOGIC AL AGENTS	MULPLETA	No	15.20%	ONCOLOGY - ORAL	MATULANE	Yes	14.70%
HEMATOLOGIC AL AGENTS	PLERIXAFOR	No	34.40%	ONCOLOGY - ORAL	MEKINIST	No	13.10%
HEMATOLOGIC AL AGENTS	PROMACTA	No	15.20%	ONCOLOGY - ORAL	MEKTOVI	Yes	15.70%
HEMATOLOGIC AL AGENTS	PYRUKYND	Yes	13.10%	ONCOLOGY - ORAL	MELPHALAN	No	34.40%
HEMATOLOGIC AL AGENTS	REZUROCK	Yes	14.90%	ONCOLOGY - ORAL	MERCAPTOPURINE	No	34.40%
HEMATOLOGIC AL AGENTS	TAVALISSE	Yes	15.20%	ONCOLOGY - ORAL	MESNA	No	34.40%
HEMOPHILIA - INFUSED	ADVATE	No	44.30%	ONCOLOGY - ORAL	MESNEX	No	15.70%
HEMOPHILIA - INFUSED	ADYNOVATE	No	35.40%	ONCOLOGY - ORAL	NERLYNX	Yes	15.90%
HEMOPHILIA - INFUSED	AFSTYLA	No	35.30%	ONCOLOGY - ORAL	NEXAVAR	Yes	14.20%
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	No	43.10%	ONCOLOGY - ORAL	NILANDRON	No	16.70%
HEMOPHILIA - INFUSED	ALPHANINE SD	No	50.30%	ONCOLOGY - ORAL	NILUTAMIDE	No	41.50%
HEMOPHILIA - INFUSED	ALPROLIX	No	15.20%	ONCOLOGY - ORAL	NINLARO	No	15.20%
HEMOPHILIA - INFUSED	ALTUVIIIO	No	14.20%	ONCOLOGY - ORAL	NUBEQA	Yes	15.20%
HEMOPHILIA - INFUSED	BENEFIX	No	16.20%	ONCOLOGY - ORAL	ODOMZO	No	15.50%
HEMOPHILIA - INFUSED	COAGADEX	Yes	31.30%	ONCOLOGY - ORAL	OGSIVEO	Yes	15.40%
HEMOPHILIA - INFUSED	CORIFACT	No	29.30%	ONCOLOGY - ORAL	OJEMDA	Yes	15.40%
HEMOPHILIA - INFUSED	ELOCTATE	No	29.30%	ONCOLOGY - ORAL	OJJAARA	Yes	15.90%
HEMOPHILIA - INFUSED	ESPEROCT	No	24.30%	ONCOLOGY - ORAL	ONUREG	No	13.60%
HEMOPHILIA - INFUSED	FEIBA	No	41.30%	ONCOLOGY - ORAL	ORGOVYX	Yes	15.90%
HEMOPHILIA - INFUSED	HEMOFIL M	No	45.50%	ONCOLOGY - ORAL	ORSERDU	Yes	16.20%

HEMOPHILIA - INFUSED	HUMATE-P	No	38.30%	ONCOLOGY - ORAL	PAZOPANIB	Yes	34.40%
HEMOPHILIA - INFUSED	IDELVION	No	15.20%	ONCOLOGY - ORAL	PEMAZYRE	Yes	15.70%
HEMOPHILIA - INFUSED	IXINITY	No	15.20%	ONCOLOGY - ORAL	PIQRAY	No	13.60%
HEMOPHILIA - INFUSED	JIVI	No	24.30%	ONCOLOGY - ORAL	POMALYST	Yes	14.70%
HEMOPHILIA - INFUSED	KOATE	No	43.50%	ONCOLOGY - ORAL	PURIXAN	No	14.20%
HEMOPHILIA - INFUSED	KOATE-DVI	No	43.50%	ONCOLOGY - ORAL	QINLOCK	Yes	16.20%
HEMOPHILIA - INFUSED	KOGENATE FS	No	48.30%	ONCOLOGY - ORAL	RETEVMO	Yes	14.20%
HEMOPHILIA - INFUSED	KOVALTRY	No	46.80%	ONCOLOGY - ORAL	REVLIMID	Yes	16.50%
HEMOPHILIA - INFUSED	MONONINE	No	32.70%	ONCOLOGY - ORAL	REZLIDHIA	Yes	15.20%
HEMOPHILIA - INFUSED	NOVOEIGHT	No	45.40%	ONCOLOGY - ORAL	ROZLYTREK	No	17.10%
HEMOPHILIA - INFUSED	NOVOSEVEN RT	No	39.50%	ONCOLOGY - ORAL	RUBRACA	Yes	16.20%
HEMOPHILIA - INFUSED	NUWIQ	No	49.20%	ONCOLOGY - ORAL	RYDAPT	No	17.10%
HEMOPHILIA - INFUSED	OBIZUR	No	12.10%	ONCOLOGY - ORAL	SCEMBLIX	Yes	13.10%
HEMOPHILIA - INFUSED	PROFILNINE	No	31.40%	ONCOLOGY - ORAL	SORAFENIB	No	69.70%
HEMOPHILIA - INFUSED	REBINYN	No	19.20%	ONCOLOGY - ORAL	SPRYCEL	No	17.10%
HEMOPHILIA - INFUSED	RECOMBINATE	No	42.40%	ONCOLOGY - ORAL	STIVARGA	Yes	13.60%
HEMOPHILIA - INFUSED	RIXUBIS	No	15.40%	ONCOLOGY - ORAL	SUNITINIB	Yes	59.60%
HEMOPHILIA - INFUSED	SEVENFACT	No	24.30%	ONCOLOGY - ORAL	SUTENT	Yes	16.50%
HEMOPHILIA - INFUSED	TRETTEN	Yes	16.10%	ONCOLOGY - ORAL	TABLOID	No	17.10%
HEMOPHILIA - INFUSED	VONVENDI	Yes	14.20%	ONCOLOGY - ORAL	TABRECTA	No	14.20%
HEMOPHILIA - INFUSED	WILATE	No	43.40%	ONCOLOGY - ORAL	TAFINLAR	No	15.20%
HEMOPHILIA - INFUSED	XYNTHA	No	39.60%	ONCOLOGY - ORAL	TAGRISSO	Yes	15.20%
HEMOPHILIA - INJECTABLE	ALHEMO	No	17.20%	ONCOLOGY - ORAL	TALZENNA	Yes	15.20%
HEMOPHILIA - INJECTABLE	HEMLIBRA	Yes	14.20%	ONCOLOGY - ORAL	TARCEVA	Yes	17.00%
HEMOPHILIA - INJECTABLE	HYMPAVZI	No	11.10%	ONCOLOGY - ORAL	TARGRETIN	No	15.70%
HEPATITIS C	EPCLUSA	No	15.70%	ONCOLOGY - ORAL	TASIGNA	Yes	15.20%
HEPATITIS C	HARVONI	No	16.70%	ONCOLOGY - ORAL	TAZVERIK	Yes	15.40%
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	No	16.70%	ONCOLOGY - ORAL	TEMODAR	No	16.50%
HEPATITIS C	MAVYRET	No	15.70%	ONCOLOGY - ORAL	TEMOZOLOMIDE	No	84.90%
HEPATITIS C	PEGASYS	No	18.10%	ONCOLOGY - ORAL	TEPMETKO	Yes	14.20%

HEPATITIS C	SOFOSBUVIR/VELPATASVIR	No	15.70%	ONCOLOGY - ORAL	THALOMID	Yes	16.50%
HEPATITIS C	SOVALDI	No	15.70%	ONCOLOGY - ORAL	TIBSOVO	Yes	15.20%
HEPATITIS C	VIEKIRA PAK	No	15.20%	ONCOLOGY - ORAL	TORPENZ	Yes	14.20%
HEPATITIS C	VOSEVI	No	15.70%	ONCOLOGY - ORAL	TRETINOIN	No	84.90%
HEPATITIS C	ZEPATIER	No	15.60%	ONCOLOGY - ORAL	TRUQAP	Yes	15.40%
HEPATOLOGY	BYLVAY	Yes	13.10%	ONCOLOGY - ORAL	TRUSELTIQ	Yes	14.70%
HEPATOLOGY	LIVMARLI	Yes	14.20%	ONCOLOGY - ORAL	TUKYSA	Yes	15.40%
HEREDITARY ANGIOEDEMA	BERINERT	Yes	14.20%	ONCOLOGY - ORAL	TURALIO	Yes	15.70%
HEREDITARY ANGIOEDEMA	CINRYZE	Yes	16.20%	ONCOLOGY - ORAL	TYKERB	No	16.50%
HEREDITARY ANGIOEDEMA	FIRAZYR	Yes	16.00%	ONCOLOGY - ORAL	VANFLYTA	Yes	15.70%
HEREDITARY ANGIOEDEMA	HAEGARDA	Yes	14.20%	ONCOLOGY - ORAL	VENCLEXTA	Yes	14.20%
HEREDITARY ANGIOEDEMA	ICATIBANT	No	80.30%	ONCOLOGY - ORAL	VERZENIO	Yes	16.90%
HEREDITARY ANGIOEDEMA	ORLADEYO	Yes	14.70%	ONCOLOGY - ORAL	VITRAKVI	Yes	16.20%
HEREDITARY ANGIOEDEMA	RUCONEST	Yes	14.90%	ONCOLOGY - ORAL	VIZIMPRO	Yes	10.10%
HEREDITARY ANGIOEDEMA	SAJAZIR	Yes	24.30%	ONCOLOGY - ORAL	VONJO	Yes	15.70%
HEREDITARY ANGIOEDEMA	TAKHZYRO	Yes	15.20%	ONCOLOGY - ORAL	VOTRIENT	Yes	15.20%
IGA NEPHROPATHY	FILSPARI	Yes	13.90%	ONCOLOGY - ORAL	WELIREG	Yes	14.90%
IGA NEPHROPATHY	TARPEYO	Yes	13.10%	ONCOLOGY - ORAL	XALKORI	Yes	13.60%
IMMUNOLOGICAL AGENTS	ACTIMMUNE	Yes	16.00%	ONCOLOGY - ORAL	XELODA	No	17.10%
IMMUNOLOGICAL AGENTS	ARCALYST	Yes	16.70%	ONCOLOGY - ORAL	XOSPATA	Yes	16.20%
IMMUNOLOGICAL AGENTS	BENLYSTA	Yes	15.20%	ONCOLOGY - ORAL	XPOVIO	Yes	15.90%
IMMUNOLOGICAL AGENTS	JOENJA	Yes	14.20%	ONCOLOGY - ORAL	XTANDI	Yes	15.20%
IMMUNOLOGICAL AGENTS	LUPKYNIS	Yes	15.90%	ONCOLOGY - ORAL	YONSA	No	17.10%
IMMUNOLOGICAL AGENTS	TAVNEOS	Yes	15.80%	ONCOLOGY - ORAL	ZEJULA	Yes	15.40%
IMMUNOLOGICAL AGENTS	XOLREMDI	Yes	13.90%	ONCOLOGY - ORAL	ZELBORAF	Yes	14.70%
INFERTILITY	CETRORELIX	No	18.80%	ONCOLOGY - ORAL	ZOLINZA	No	16.50%
INFERTILITY	CETROTIDE	No	18.80%	ONCOLOGY - ORAL	ZYDELIG	Yes	16.20%
INFERTILITY	CHORIONIC GONADOTROPIN	No	70.20%	ONCOLOGY - ORAL	ZYKADIA	Yes	14.70%
INFERTILITY	FOLLISTIM AQ	No	25.80%	ONCOLOGY - ORAL	ZYTIGA	No	15.20%
INFERTILITY	FYREMADEL	No	15.20%	ONCOLOGY - TOPICAL	BEXAROTENE	No	59.60%

INFERTILITY	GANIRELIX ACETATE	No	18.20%	ONCOLOGY - TOPICAL	TARGRETIN	No	15.70%
INFERTILITY	GONAL-F	No	24.40%	ONCOLOGY - TOPICAL	VALCHLOR	Yes	11.60%
INFERTILITY	GONAL-F RFF	No	24.40%	OPHTHALMIC AGENTS	CYSTADROPS	Yes	12.10%
INFERTILITY	MENOPUR	No	18.40%	OPHTHALMIC AGENTS	CYSTARAN	Yes	14.70%
INFERTILITY	NOVAREL	No	34.40%	OPHTHALMIC AGENTS	OXERVATE	Yes	14.20%
INFERTILITY	OVIDREL	No	18.80%	OSTEOPOROSIS	FORTEO	No	15.60%
INFERTILITY	PREGNYL	No	34.40%	OSTEOPOROSIS	TERIPARATIDE	No	15.20%
INFLAMMATORY CONDITIONS	ABRILADA	No	13.10%	OSTEOPOROSIS	TYMLOS	No	15.00%
INFLAMMATORY CONDITIONS	ACTEMRA	No	15.90%	PARKINSONS DISEASE	KYNMOBI	No	11.10%
INFLAMMATORY CONDITIONS	ADALIMUMAB-AACF	No	13.10%	PARKINSON'S DISEASE	APOKYN	Yes	13.20%
INFLAMMATORY CONDITIONS	ADALIMUMAB-AATY	No	13.10%	PARKINSON'S DISEASE	APOMORPHINE	Yes	34.40%
INFLAMMATORY CONDITIONS	ADALIMUMAB-ADAZ	No	14.20%	PARKINSON'S DISEASE	INBRIJA	Yes	14.20%
INFLAMMATORY CONDITIONS	ADALIMUMAB-ADBM	No	13.10%	PULMONARY FIBROSIS	ESBRIET	Yes	15.20%
INFLAMMATORY CONDITIONS	ADALIMUMAB-FKJP	No	13.10%	PULMONARY FIBROSIS	OFEV	Yes	14.20%
INFLAMMATORY CONDITIONS	ADALIMUMAB-RYVK	No	13.10%	PULMONARY FIBROSIS	PIRFENIDONE	No	84.90%
INFLAMMATORY CONDITIONS	ADBRY	Yes	12.10%	PULMONARY HYPERTENSION	ADCIRCA	No	15.20%
INFLAMMATORY CONDITIONS	AMJEVITA	No	17.70%	PULMONARY HYPERTENSION	ADEMPAS	Yes	15.20%
INFLAMMATORY CONDITIONS	BIMZELX	No	17.70%	PULMONARY HYPERTENSION	ALYQ	No	84.90%
INFLAMMATORY CONDITIONS	CIBINQO	No	15.20%	PULMONARY HYPERTENSION	AMBRISENTAN	Yes	83.80%
INFLAMMATORY CONDITIONS	CIMZIA	No	17.20%	PULMONARY HYPERTENSION	BOSENTAN	Yes	69.70%
INFLAMMATORY CONDITIONS	CORTROPHIN	Yes	12.10%	PULMONARY HYPERTENSION	LETAIRIS	Yes	14.40%
INFLAMMATORY CONDITIONS	COSENTYX	No	15.20%	PULMONARY HYPERTENSION	LIQREV	Yes	12.10%

INFLAMMATORY CONDITIONS	CYLTEZO	No	17.70%	PULMONARY HYPERTENSION	OPSUMIT	Yes	15.40%
INFLAMMATORY CONDITIONS	DUPIXENT	No	15.80%	PULMONARY HYPERTENSION	OPSYNVI	Yes	13.60%
INFLAMMATORY CONDITIONS	EBGLYSS	No	15.80%	PULMONARY HYPERTENSION	ORENITRAM	Yes	15.20%
INFLAMMATORY CONDITIONS	ENBREL	No	16.20%	PULMONARY HYPERTENSION	REVATIO	No	15.00%
INFLAMMATORY CONDITIONS	ENTYVIO	No	16.40%	PULMONARY HYPERTENSION	SILDENAFIL	No	95.80%
INFLAMMATORY CONDITIONS	H.P. ACTHAR	Yes	15.20%	PULMONARY HYPERTENSION	TADALAFIL	No	93.90%
INFLAMMATORY CONDITIONS	HADLIMA	No	14.20%	PULMONARY HYPERTENSION	TADLIQ	Yes	12.10%
INFLAMMATORY CONDITIONS	HULIO	No	13.10%	PULMONARY HYPERTENSION	TRACLEER	Yes	15.20%
INFLAMMATORY CONDITIONS	HUMIRA	No	17.70%	PULMONARY HYPERTENSION	TYVASO	Yes	14.70%
INFLAMMATORY CONDITIONS	HYRIMOZ	No	13.10%	PULMONARY HYPERTENSION	UPTRAVI	Yes	16.40%
INFLAMMATORY CONDITIONS	IDACIO	No	13.10%	PULMONARY HYPERTENSION	VENTAVIS*	Yes	14.70%
INFLAMMATORY CONDITIONS	ILUMYA	No	15.80%	PULMONARY HYPERTENSION	WINREVAIR	Yes	13.10%
INFLAMMATORY CONDITIONS	KEVZARA	No	11.60%	WOUND MANAGEMENT	FILSUVEZ	Yes	14.20%
INFLAMMATORY CONDITIONS	KINERET	Yes	15.20%				

*Includes Nebulizer

2Q 2025

Signature: Sara Minnis (11/19/2025 11:15:18 EST)

Email: sara_minnis@uhc.com

FINANCIAL RENEWAL AND TERMS AMENDMENT NO. 8

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and Williamson County ("Customer"), and is effective on January 1, 2025 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

Williamson County

By Bill Gravell (Dec 10, 2024 11:54 CST)

Authorized Signature

Print Name Bill Gravell

Print Title County Judge

Date Dec 10, 2024

United HealthCare Services, Inc.

By Sara Minnis (12/04/2024 12:35 EST)

Authorized Signature

Print Name Sara Minnis

Print Title Associate Contract Manager

Date 12/04/2024

Renewal 4Q2023v3

Agreement No. 00032072.8

Confidential Information of UnitedHealth Group

The Administrative Services Agreement is amended on January 1, 2024 as noted below.

This Amendment will not affect any of the terms, provisions or conditions of the Agreement except as stated herein.

The definition of Customer Specific Provider has been added to Section 1 – Definitions as follows:

Customer Specific Provider: Customer contracted provider who has entered into or is governed by contractual arrangements with Customer, either directly or through another entity, under which the provider agrees to provide health care services to Participants and accept negotiated fees for these services.

The language below has been added to Section A1 Network– Network Access, Management and Administration as follows:

Customer Specific Provider. Plan benefits for health care services rendered by a Customer Specific Provider will be equal to the amounts the Customer Specific Provider agreed to accept in the contractual arrangements governing their participation in the Customer Specific Provider. Customer will provide United with their Customer Specific Provider rate schedule, and Customer will notify United 90 days in advance of any rate change to the Customer's contractual arrangements. United shall apply Customer's contracted rates until United receives written instructions from Customer to cease administering the Customer Specific Provider. Customer is responsible for the resolution of any dispute to the contractual arrangements of the Customer Specific Providers. Customer hereby acknowledges that notwithstanding anything in this Agreement to the contrary, (i) United will have limited information about the claims submitted by the Customer Specific Provider, (ii) United's sole role with respect to claims submitted by the Customer Specific Provider will be to process the claims on behalf of the Customer, (iii) United does not make any performance guarantees for processing claims submitted by the Customer Specific Provider and (iv) United will not perform any other services related to claims submitted by the Customer Specific Provider, including but not limited to provider credentialing analysis, network adequacy analysis, mental health parity analysis, provider directories, payment integrity programs, utilization management and price transparency reporting.

Exhibit B – Fees

These are the Fees Customer agrees to pay to United in exchange for the Services.

Medical Fees

The following financial terms are effective for the period January 1, 2025 through December 31, 2027, unless otherwise specified.

Final Claims Fiduciary: United

ASO Fees (PEPM)	Current	Year 1	Year 2	Year 3
Plan Year	**01/01/2024 through 12/31/2024**	**1/1/2025 through 12/31/2025**	**1/1/2026 through 12/31/2026**	**1/1/2027 through 12/31/2027**
POS	*$51.79*	$51.79	$53.34	$53.34
EPO	*$51.79*	$51.79	$53.34	$53.34
Credits				
Administrative Credit (General Purpose)	$88,182	$90,000	TBD	TBD
Wellness Credit	$100,000	$112,500	$112,500	$112,500

The following services may require an additional cost as noted below:

Additional Disease Management, Specialty and Wellness Programs (Fees are on a PEPM basis unless specifically noted)	Current 1/1/2024 through 12/31/2024	Year 1 1/1/2025 through 12/31/2025	Year 2 1/1/2026 through 12/31/2026	Year 3 1/1/2027 through 12/31/2027
Medical Management Programs				
Core Medical Necessity	Included	Included	Included	Included
Physical Health Solutions:				
Chiropractic Network	Included	Included	Included	Included
Physical Therapy/Occupational Therapy/Speech Therapy Network	Included	Included	Included	Included
Complementary Alternative Medicine (CAM) Network Management	Included	Included	Included	Included
Other Programs/Services:				
TX Custom PHS 3.0	Included	Included	Included	Included
Behavioral Health Solutions	Included	Included	Included	Included
Claim Fiduciary	Included	Included	Included	Included
Convenience Care Clinics CSP	Included	Included	Included	Included
Data Extracts	Included	Included	Included	Included
COBRA	Included	Included	Included	Included
Expanded eCR Reporting	Included	Included	Included	Included
Other Programs/Services (Fees collected through Bank Account):				
Kaia Health	$200 per active user for 1-3 months;	$615 Per Participant Per Year	TBD	TBD

	$20 per user ongoing			
Neonatal Resource Services	N/A	$1,700 Per Engagement	TBD	TBD
Quit4Life	N/A	$455.61 Per Case	TBD	TBD
Second Opinion Services	$2,136 Per Case	$2,136 Per Case	TBD	TBD
Specialist Management Solutions	$1,500 Per Case	$1,500 Per Case	TBD	TBD
Virtual Behavioral Coaching	N/A	$72 Per Session	TBD	TBD
Virtual Behavioral Coaching Weekly Call	N/A	$55 Per Session	TBD	TBD
UHC Hub Vendors:				
Fees for the following will be collected through the Bank Account				
Teladoc Chronic Care Mgmt Plus	N/A	$69 PEMPM	TBD	TBD

The following are not included in the above ASO Fees:

Additional Services	Fee
Naviguard*	$2.75 PEPM
Transplant Resource Services Transplant Cost Negotiation Program	$8,333 per negotiation
Payment Integrity (Fees collected through Bank Account):	
Enhanced Abuse and Fraud Management Program	22% of recoveries
Advanced Analytics and Recovery Services (AARS)	24% of recoveries
Credit Balance Recovery Program	not to exceed 10% of recoveries
Hospital Bill Audit Program	not to exceed 22% of savings
Subrogation Services	33.3% of recoveries
Injury Coordination Coverage	33.3% of recoveries
Focused Claim Review	22% of savings

**Naviguard pricing will increase annually by $0.25 pepm.*

The following are included in the ASO Fees (applies to Active and Pre-65 Retiree population only):

- UnitedHealthcare Pharmacy. If the pharmacy is carved out to another vendor, the ASO fees and Credits are subject to change.
- eServices Reporting - (interactive fully Web-based reporting)
- Federal External Review Program (third level appeals) - our Medical ASO fee includes a maximum of 5 reviews. Reviews in excess of this limit will be charged at $500 per review.
- Advocate4Me Customer Service Model that provides participants with access to a one-stop advocacy resource for an unprecedented range of needs, including support and access to services across medical benefits, claims, pharmacy, clinical, incentives, and more.
- Customer Service, our quoted customer service model offers members a high-touch, personal guide who provides support in navigating benefits, understanding payment options, resolving claim issues and working through the health care system. In addition to acting as a one-stop shop where members can be directed to the most appropriate existing services, representatives can provide additional information relevant to personal needs and take ownership of inquires end-to-end. For those not resolved during the initial call, customer service representatives take ownership until resolution including call back to the member.
- Employer Internet Solution – www.employereservices.com

- Our quote includes the management of over 100 disease states/conditions, as part of our Personal Health Support (PHS) program. We believe this approach will adequately address the clinical conditions present within the population - though we are open to discussing and proposing alternative programs, should clinical prevalence indicate an appropriate ROI.
- Consumer Activation, including basic navigation guide, health statements with individualized messaging, advanced concierge call services, and access to member portal with consumer activation messaging
- UnitedHealthcare will duplicate requested plan of benefits in principle and in a manner compatible with our understanding of the basic plan designs. Our quotation may be adjusted contingent upon review of all Medical plan design specifics. Our fees may be adjusted, or changes to the plans may be required to enable us to administer claim payments.

Pricing Assumptions

- The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA Transitional Reinsurance fee and the PCORI fee which are remitted to the government (federal and/or state).
- The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; and (iii) as otherwise permitted in the Administrative Services Agreement.
- The administrative fees set forth herein do not include fees related to the requirements set forth in the Consolidated Appropriations Act, 2021, including the No Surprises Act. Additional fees for these new regulatory requirements will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.
- UnitedHealthcare reserves the right to revise this quotation under the following circumstances:
    - The total number of enrolled medical employees varies by more than 10 percent from the assumed medical enrollment of 1740
    - The average contract size, defined as the total number of enrolled employees plus dependents divided by the total number of enrolled employees, varies by 10 percent or more from the assumed average contract size of 2.09.
    - The benefits or service requirements requested and/or quoted change prior to or after the effective date.
    - In the event of any changes in federal, state or other applicable legislation or regulation that require changes to this quotation.
    - In the event of any changes in plan design required by the applicable regulatory authority or by the Plan sponsor.
    - In the event that any taxes, surcharges, assessments, or similar charges are imposed by governmental entities or agencies on the Plan or UnitedHealthcare, in its role as administrator or insurer.
    - As otherwise permitted in our Administratives Services Agreement

- Our mature quotation includes the processing of runout claims for 6 months following the termination of our contract.
- If pharmacy benefits are carved out the ASO fees quoted above may be revised.
- Customer will only receive Rebates to the extent that Rebates are actually received by United. For example, if a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, Customer's payment amount may be reduced or eliminated. In such event, United shall promptly notify Customer and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for the Pharmacy Benefits Management services or increase the percentage of Rebate dollars retained by United.

- We reserve the right to adjust our rebate guarantee if changes made to our prescription drug list (PDL) for the purpose of achieving lower net drug cost for WILLIAMSON COUNTY and our other ASO customers result in significant reductions to the rebate level.
- WILLIAMSON COUNTY will receive 80.0% of rebates on prescription drug products dispensed under the medical benefit plan.
- Commissions are excluded.
- This quotation assumes UnitedHealthcare will retain claim fiduciary responsibility
- United will provide a Wellness Credit, Administrative Credit (General Purpose) to help WILLIAMSON COUNTY mitigate costs associated with additional wellness services from United, administration of the plan

  These credits are available as follows:

  - The parties must have an executed Agreement.
  - The first month of service fees under the Agreement has been received by United.
  - WILLIAMSON COUNTY's enrollment with United must always exceed 1323 Employees.
  - Credits must be used between 01/01/2025 and 01/01/2026. Any Credits not used during this time period are forfeit.
  - Upon request from WILLIAMSON COUNTY, a credit will be issued in United's fee billing system.

  - Upon presentation of receipts for costs, a credit will be issued in United's fee billing system in the amount of the receipted expenses, total amount not to exceed the full credit.
  - If WILLIAMSON COUNTY terminates the Agreement prior to 12/31/2027, WILLIAMSON COUNTY will repay United a prorated portion of the credit paid in the year of termination based on the termination date. Credits in prior years are not subject to repayment. All unpaid credits are forfeit.
  - If enrollment with United falls below the enrollment threshold, WILLIAMSON COUNTY will repay United an amount proportional to the enrollment reduction based on the amount of the credit paid at the time enrollment falls below the threshold.
  - The amount of the credit not yet paid is reduced proportional to the enrollment reduction.
  - If during the course of the first year unforeseen or additional expense items arise related to the WILLIAMSON COUNTY implementation, UHC reserves the right to use a portion of this credit to offset such expenses.

- WILLIAMSON COUNTY acknowledges that UHC Hub products and services are offered and provided by third-party vendors that are not affiliated with United, and United disclaims any performance or financial return guarantees made by those third-party vendors. WILLIAMSON COUNTY agrees that United is not responsible or liable in any way for such performance or financial return guarantees.

  A third-party vendor's participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service.

Customer acknowledges that UHC Hub products and services are offered and provided by third-party vendors that are not affiliated with United. Customer agrees that United is not responsible or liable in any way for such performance or financial return guarantees. Certain UHC Hub products are subject to state sales Tax. United will invoice and Customer agrees to pay United for any required Taxes. A third-party vendor's participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service. Fees for UHC Hub products and services will be paid through a withdrawal from the Bank Account.

Service Description
Advanced Analytics and Recovery • United's large-scale analytics to identify additional recovery opportunities.

Service Description
• Claims re-examined every month for up to 12 months. • Post-adjudicated claims.
Coordination of Benefits ("COB") • Verify primary/secondary payer accuracy. • Identify claims to be investigated using a layered approach to identify other primary payers: 1. Eligibility match to other commercial payers. 2. Eligibility match to Medicare. • Correct pre-adjudicated claims prior to claim payment. • Update claims systems with other primary/secondary payers' information. • COB indicators set to edit subsequent claims with primary/secondary payers' information.
Credit Balance Recovery • Review, validate, and recover credit balances (dollars) on existing patient accounts through a combination of analysis and technology. • On-site at hospitals and facilities. • Post-adjudicated claims.
Focused Claim Review • Review of claims for inappropriate billing of services not documented in clinical notes. • Board certified, same-specialty medical directors. Pre-adjudicated claims or post-adjudicated claims.
Fraud, Waste, and Abuse Management • Detection and recovery of wasteful, abusive, and/or fraudulent claims. • Search claims for patterns which indicate possible waste or error by identifying specific claims for additional review. • Evaluate claims to identify inappropriate levels of care, coding, and/or resource utilization. • Management can include pre-adjudicated claims or post-adjudicated claims.
Hospital Bill and Premium Audit • In-depth review of hospital medical records or other related documentation compared to claimed amounts to ensure billing accuracy. • Post-adjudicated claims.
Third-Party Liability – Subrogation and Injury Coverage Coordination • Services to prevent the payment of Plan benefits, or recover Plan benefits, which should be paid by a third party. • Does not include benefits paid in connection with coordination of benefits, Medicare, or other Overpayments. • Pre-adjudicated claims or post-adjudicated claims. • Customer will not engage any entity except United to provide such services without prior United approval.
Litigation and Arbitration Fees for Recoveries • Litigation or arbitration to recover Overpayments and other Plan recovery opportunities. • Outside attorneys' fees and costs directly incurred with litigation or arbitration. • Pre-adjudicated claims or post-adjudicated claims.
Naviguard Program • Offers reimbursement methodologies for emergent and non-emergent out of network claims which calculates allowed amounts based on what a healthcare provider generally accepts for the same or similar service. • Includes an advocacy component where Participants can access resources, and on-line tools and materials to help Participants stay in network and where assistance is provided in explaining reimbursement methodologies. • For claims above a threshold established by United, the advocacy component includes United negotiating with a provider on behalf of a Participant with respect to Participant's balance billed amount (e.g., non-emergent, choice claim). • If the provider objects to what it was paid from the application of the allowed amount, or member contacts United for support with resolving a balance bill, United will increase compensation for a particular claim if: (a) United reasonably concludes that the particular facts and circumstances related to a claim provide justification for reimbursement greater than that which would result from the application of the allowed amount, and (b) United believes that it would serve the best interests of the Plan and its Participants (including interests in avoiding costs and expenses of disputes over payment of claims). • Fees are based on the Savings Obtained, which is the amount billed by a health care provider minus the final amount paid to the health care provider pursuant to the out-of-network program selected by the Plan which includes amounts payable by the Participant.
The interest rate on unpaid Fees and underfunding the Bank Account is the Prime rate plus 4%.
For clinical support. if applicable, Customer will pay a Fee for United's services, equal to 2.5% of chiropractic allowed expenses, whether in or out of network.

Second Opinion Services. Participants will have access to personalized consultations by video or phone from medical experts. A designated care team coordinator guides Participants through the entire process, including follow up. The information provided through this service does not constitute medical advice and does not diagnose, treat, or prescribe treatment of medical conditions.
Specialist Management Solution (SMS) Concierge services and surgical care navigation, guiding Participants to providers who perform outpatient surgical specialties/procedures. Services include the following: • Advocate, a single point of contact through the entire continuum of care. • Participant activation and outreach campaign support. • Customer data and reporting. • Gross Savings means the established episode market average for hospital outpatient department cost per case (based on historic claims data) compared to the actual cost for Participants who had the same procedure in an ambulatory surgical center.

Disclosure: A United affiliate provides payment services to the healthcare industry and offers medical providers with various payment methods and options, including electronic payments, virtual cards and checks. Some options are available to medical providers for a fee and may result in the receipt of transaction fees or other compensation (e.g., 1% to 3% of the total transaction amount, or at the election of the provider a per transaction fee of up to $10) by a United affiliate. This has no impact on the Fees paid by Customer under this Agreement.

Dental Fees

The following financial terms are effective for the period January 1, 2025 through December 31, 2025, unless otherwise specified.

ASO Fee PEPM	$3.12
Broker Commissions	$0.00
Total ASO Fee PEPM	$3.12
Rate Guarantee	12 months
Expiration Date	12/31/2025

Dental Assumptions

Rates listed above assume the plan design quoted. Rates may change, if plan design changes.

Our contract covers only those procedures performed in the United States.

Please contact your sales representative for more details on the network quoted in your proposal.

Run-In Claims are not Paid.

Fees include 12 months of run out claims. Additional months are available at an additional cost.

The In- and Out-of-Network Plan Deductibles, Maximums and Lifetime Ortho Maximum are combined.

*Please contact your sales representative to confirm specific plan. Restorations (Amalgams or Composite) coverage.

Quote is based on total group Average Contract Size (ACS) of 2.16.

Quote is based on total group of 1656 Employees and 3572 Members.

United Healthcare reserves the right to adjust the above rates should enrollment or ACS fluctuate by +/- 10%.

This quote assumes UnitedHealthcare will retain claim fiduciary responsibility.

Digital ID cards will be available on-line, upon intial enrollment, for employees enrolled in PPO, INO and Indemnity plans. Plastic ID cards will be issued, upon initial enrollment, for employees enrolled in Direct Compensation, Select Managed Care and DHMO plans.

FSA Fees

	1/1/2025	1/1/2026	1/1/2027

FSA, Dependent Care Spending Account Fees	through 12/31/2025	through 12/31/2026	through 12/31/2027
FSA Fee - PEPM	$3.00	$3.00	$3.00

- FSA fees above apply to employees enrolled in the health care spending or dependent care spending accounts, or both.
- A minimum monthly billing of $100 applies

FSA Nondiscrimination testing (NDT)	$500

Nondiscrimination Test Package

- This optional service provides the results of three tests Non-Discrimination Tests (25% Key Concentration Test [overall Section 125 Plan], 55% Average Benefits Test and 25% Owner's Concentration Test) which are a subset of the testing that may be required by the IRS. WILLIAMSON COUNTY provides the data to us, we perform the mathematical calculations and provide a report that indicates pass/fail by test. We are not providing consulting or legal advice.

Standard FSA services including:

- Initial supply of standard employee brochures.
- Single claim submission with automatic roll-over from established feeds (i.e., Spectera® Vision, UnitedHealthcare Dental and OptumRx).
- Check minimum $25.
- Daily payment cycle.
- Customer care representation during normal business hours.
- Eligibility information processed via electronic file submission (FTP or EDT) or tape cartridge with up to two files or tape cartridges per month.
- Standard FSA banking arrangements using separate bank account for FSA plan.
- Direct deposit of payments to employee bank accounts with online direct deposit administration at myuhc.com®.
- Account information through myuhc.com for participants enrolled in UnitedHealthcare health plans.
- Assumes WILLIAMSON COUNTY will retain claim fiduciary responsibility for the UnitedHealthcare administered FSA plan.

Standard FSA reports including:

- Member Detail Reports, providing detailed account status for each participant.
- Executive Summary Reports, providing summarized data from the Member Detail Report as well as monthly activity information.
- Utilization Reports, providing general statistical information on the types of expenses being submitted.

Our Flexible Spending Account (FSA) quote is subject to the terms and conditions outlined in the Financial Commentary.

COBRA Fees

Fee Schedule	$0.55 Per Employee per month
Group Setup Fee (one-time fee at Implementation)	Included

COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	Included
On-going Maintenance Fee	N/A
Ongoing COBRA Continuant Per Month Charge	Included
COBRA Services	
Qualifying Event Notification (QEN) includes distribution of QENs and election forms via proof of mail with instructions, and processing of enrollment forms returned (per notice)	Included
COBRA / HIPAA Initial Rights Notifications (per notice) AKA New Hire Notification	Included
State Continuation Notification (per notice)	Included
Outside Carrier Eligibility Feeds and Premium Remittance (per carrier per month)	Included
Open Enrollment Services	
Open Enrollment Service (per person): Includes packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client	$8.00 Plus Postage *There is a $100 minimum for Open Enrollment Services
Optional Services	
Medicare-D Notifications	$0.95/Notification
Retro/HIPAA Initial Rights Notices (Per Notice)	$3.00/Notification
Customized Services (Letters, Correspondence)	Varies, plus postage
Direct Bill/Retiree Services - Per continuant, per month	$4.50
COBRA 2% Administration Fee	
UnitedHealthcare will retain the 2% administration fee that is routinely charged to enrolled COBRA participants	

Exhibit C – Guarantees

The Fees at risk do not include Customer-elected optional and non-standard programs Fees, all credits, Payment Integrity Programs Fees, Out-of-Network Programs Fees, Commission Funds, Consultant Funds, and ancillary product Fees.

The Fees payable by Customer under this Agreement will be adjusted through a credit to Customer's Fees in accordance with the guarantees set forth below unless otherwise defined in the guarantee. Unless otherwise specified, these guarantees are effective for the period beginning January 1, 2025 through December 31, 2025 ("Guarantee Period"). With respect to the aspects of United's performance addressed in this exhibit, these Fee adjustments are Customer's exclusive financial remedies.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and on the condition that this Agreement remains in force, United may specify to Customer in writing new guarantees for the subsequent Guarantee Period. If United specifies new guarantees, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Claim is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format. Unless stated otherwise, the claims are limited to medical claims processed through the claims systems. Claims processed and products administered through any other system, including claims for other products such as vision, dental, flexible spending accounts, health reimbursement accounts, health savings accounts, or pharmacy coverage, are not included in the calculation of the measurements. Also, services provided under capitated arrangements are not processed as a typical claim, therefore capitated payments are not included in the measurements.

Claim Operations			
Time to Process in 10 Days			
Definition	The percentage of all claims United receives will be processed within the designated number of business days of receipt.		
Measurement	Percentage of claims processed		94%
	Time to process, in business days or less after receipt of claim	business days	10
Criteria	Standard claim operations reports		
Level	Site Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	11 business days 12 business days 13 business days 14 business days 15 business days or more		
Procedural Accuracy			
Definition	Procedural accuracy rate of not less than the designated percent.		
Measurement	Percentage of claims processed without procedural (i.e. non-financial) errors		97%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed without procedural (i.e. non-financial) errors.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%

Gradients	96.99% - 96.50% 96.49% - 96.00% 95.99% - 95.50% 95.49% - 95.00% Below 95.00%		
Dollar Accuracy (DAR)			
Definition	Dollar accuracy rate of not less than the designated percent in any quarter.		
Measurement	Percentage of claims dollars processed accurately		99%
Criteria	Statistically significant random sample of claims processed is reviewed to determine the percentage of claim dollars processed correctly out of the total claim dollars paid.		
Level	Office Level		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	98.99% - 98.50% 98.49% - 98.00% 97.99% - 97.50% 97.49% - 97.00 Below 97.00%		
Member Phone Service			
Phone service guarantees and standards apply to Participant calls made to the customer care center that primarily services Customer's Participants. If Customer elects a specialized phone service model the results may be blended with more than one call center and/or level. They do not include calls made to care management personnel and/or calls to the senior center for Medicare Participants, nor do they include calls for services/products other than medical, such as mental health/substance abuse, pharmacy (except when United is Customer's pharmacy benefit services administrator), dental, vision, Health Savings Account, etc.			
Average Speed of Answer			
Definition	Calls will sequence through United's phone system and be answered by customer service within the parameters set forth.		
Measurement	Percentage of calls answered		100%
	Time answered in seconds, on average	seconds	30
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds		
Abandonment Rate			
Definition	The average call abandonment rate will be no greater than the percentage set forth		
Measurement	Percentage of total incoming calls to customer service abandoned, on average		1.80%
Criteria	Standard tracking reports produced by the phone system for all calls		
Level	Team that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	1.81% - 2.30% 2.31% - 2.80% 2.81% - 3.30% 3.31% - 3.80% Greater than 3.80%		
Call Quality Score			
Definition	Maintain a call quality score of not less than the percent set forth		
Measurement	Call quality score to meet or exceed		93%

Criteria	Random sampling of calls is each assigned a customer service quality score, using United's standard internal call quality assurance program.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$23,143
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		20%
Gradients	92.99% - 91.00% 90.99% - 89.00% 88.99% - 87.00% 86.99% - 85.00% Below 85.00%		
Satisfaction			
Employee (Member) Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "Overall, how satisfied are you with the way we administer your medical health insurance plan?"		
Measurement	Percentage of respondents, on average, indicating a grade of satisfied or higher		80%
Criteria	Operations standard survey, conducted over the course of the year; may be customer specific for an additional charge.		
Level	Office that services Customer's account		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$11,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		
Customer Satisfaction			
Definition	The overall satisfaction will be determined by the question that reads "How satisfied are you overall with UnitedHealthcare?"		
Measurement	Minimum score on a 10-point scale	score	5
Criteria	Standard Customer Scorecard Survey		
Level	Customer specific		
Period	Annually		
Payment Period	Annually		
Fees at Risk	Total Dollars at Risk for this metric		$11,571
Payment Amount	Of the Fees at Risk for this metric, percentage at risk for each gradient		N/A
Gradients	Not applicable		

In the event any of the terms herein are inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent terms will be null and void and United will have the right to revise, reprice or revoke this arrangement.

Pharmacy Financials			
Definition	Pharmacy rate guarantees.		
Measurement and Criteria		**01/01/2024**	**01/01/2025**
	Component Discount Guarantee - Broad Network		
-	Retail Brand, Average Wholesale Price (AWP) less	21.90%	21.90%
	Retail Brand -- 90 Day Supply, AWP less	24.90%	24.90%
	Retail Generic - 30 and 90 Day Supply, AWP less	84.00%	84.00%
	Mail Order Brand, AWP less	25.50%	25.50%
	Mail Order Generic, AWP less	87.00%	87.00%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component.		
	Dispensing Fees - Broad Network		
-	Retail Brand - 30 Day	$0.50	$0.50
	Retail Brand -- 90 Day Supply	$0.10	$0.10
	Retail Generic - 30 Day	$0.50	$0.50
	Retail Generic -- 90 Day Supply	$0.10	$0.10
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.		
	Minimum Rebate Guarantee (Advantage PDL)		
-	Rebate Sharing Percentage	100.0%	100.0%
-	Basis, per script	Brand	Brand
-	Retail - 30 and 90 Day	$411.52	$463.16
-	Mail Order	$665.06	$701.55
-	Specialty Included In Retail	Included In Retail	Included In Retail
	Fees		
	Variable Copay program (monthly, per eligible member)	$0.45	$0.45
Level	Customer Specific		
Period	Annually		
Payment Period	Annually		
Payment Amount -- Discounts	The amount the actual discounts are less than the guaranteed discount amount for each individual component.		
Payment Amount -- Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.		
Payment Amount -- Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.		
Conditions	**Discount & Dispense Fee Specific Conditions** • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists. • Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.		

• The arrangement excludes generic medications launched as an 'at-risk' product, generic medication with pending litigation, compound drugs, retail out of network claims, mail order drugs (for dispensing fee arrangement) and Indian Health Service Claims.

• The Arrangement excludes usual & customary claims, vaccines, long term care facility claims, over-the-counter claims.

• The Arrangement includes veterans' affairs facility claims.

• The retail and mail order generic discounts exclude any generic drug that has two or fewer generic manufacturers; the retail and mail order brand discounts include any generic drug that has two or fewer generic manufacturers.

• The 90 day supply Retail guarantee includes drugs dispensed for 84 days or greater.

• The Mail Order guarantee includes drugs dispensed for 46 days or greater.

• Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees.

Rebate Specific Conditions

• Assumes implementation of United's Advantage PDL

• Client directed deviations from the PDL and PDL exclusions or uptiers, or clinical programs may result in changes to pricing and guarantees, which will be factored in at the time of rebate payment and/or reconciliation.

• Calculation of the guaranteed rebate amount will exclude ineligible claims including:

- claims where the plan is not the primary payer (e.g., coordination of benefits and subrogation claims)
- claims approved by formulary exception
- claims not covered by Customer's benefit design or PDL
- claims receiving 340B pricing
- long term care pharmacy claims
- federal government pharmacy claims
- claims for non-FDA approved products
- compound drug claims
- direct member reimbursement claims

• Devices are excluded from the claim counts; Insulins and Test Strips are not excluded.

• Vaccines are excluded from the claim counts.

• Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of Rebates due to the introduction of therapeutically equivalent, lower Rebate drugs (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of Wholesale Acquisition Cost on a Brand Drug subject to Rebates. In the event a payment or reconciliation adjustment is required, such adjustment will be based on the difference between a) pharmaceutical manufacturer revenue prior to the introduction of the lower Rebate drugs and b) the actual pharmaceutical manufacturer revenue received after the introduction of the lower Rebate drugs. Such adjustment does not apply to Generic Drugs that launch after the Brand Drug no longer has patent protection.

• The Rebate guarantees set forth herein do not incorporate the impact of the elimination of the Average Manufacturer's Price (AMP) Cap pursuant to the American Rescue Plan Act of 2021. United reserves the right to modify or eliminate any Rebate guarantees once it has been able to determine that impact and the resulting changes to Rebates received from pharmaceutical manufacturers.

United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

• if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level

• in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates

• if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates

• United will pay Rebates consistent with the Agreement. A reconciliation of the Rebate amounts will occur after the end of each annual contract period and when Rebate payments are substantially complete. The reconciliation calculates the minimum rebate amount by multiplying the actual number of scripts filled by the applicable rebate amount for that script type.

• Specialty rebates are included in the guaranteed retail per-script rebates above.

• Manufacturer Administrative Fees are the administrative fees paid by drug manufacturers to United's PBM affiliate as consideration for maintaining systems and processes necessary for managing and administering Rebate programs. Manufacturer Administrative Fees are included in the guaranteed rebate arrangement.

• If Customer terminates pharmacy benefit services with United prior to the end of the Pharmacy Pricing Term, United will retain any and all pending or future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.

General Conditions

• All pricing guarantees shall remain in effect for the entire contract period of 01/01/2024 through 12/31/2025 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.

• Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.

• Drugs, products, supplies approved, covered and/or prescribed for the diagnosis, treatment or prevention of COVID-19 are excluded from all guarantees.

• On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

• Pricing and guarantees assume enrollment of 1,643 Employees and 3,439 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.

• The lesser of three logic (non-ZBL) will apply to Participant payments. Participants pay the lesser of the discounted price, the usual and customary charge or the cost share amount.

• All pricing guarantees require the selection of United's PBM as exclusive provider of pharmacy benefit services, including but not limited to retail, mail order, and specialty networks.

United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates with an effective date prior to the end of the Pharmacy Pricing Term.

• In the event any of the terms herein is inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent term(s) will be null and void and United will have the right to revise, reprice or revoke this arrangement.

• United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement.

TRRX (08/2023)	**Brand / Generic Reconciliation Definition** • **Brand Drug**: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, which is manufactured and distributed by an innovator drug company, or its licensee , set forth in Medi-Span's National Drug Data File as a brand drug identified by all of the products meeting at least one of the following criteria: - Medi-Span Multi-Source Code ("MSC") is equal to M, O, or N. • **Generic Drug**: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, that is therapeutically equivalent to other pharmaceutically equivalent products, as set forth in Medi-Span's National Drug Data File as a generic drug identified by all products meeting at least one of the following criteria: - Medi-Span Multi-Source Code ("MSC") is equal to Y.

Specialty Pharmacy	
Specialty Pharmacy Discount Guarantee	
Definition	Specialty drug discount level based on actual specialty drug utilization for the specialty drugs dispensed through United's specialty Pharmacy Network. United reserves the right to change the designation of a drug from specialty to non-specialty based on market conditions.
Measurement	Discount targets for individual drugs dispensed through United's specialty Pharmacy Network. See chart below. Specialty drugs not included on the list below and dispensed through United's specialty Pharmacy Network will be guaranteed at a discount of 14.0%.
Criteria	Actual utilization, using Average Wholesale Price (AWP) in dollars, using our data, of specialty drugs through our specialty Pharmacy Network will be multiplied against the discount targets for the individual drugs to determine the overall discount target dollars. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period. The overall discount target dollars may be adjusted based on utilization of unlisted drugs to which the separate 14.0% discount applies. This total will be compared to actual discounts achieved for these drugs during the Guarantee Period.
Level	Customer Specific
Period	Annual
Payment Period	Annual
Payment Amount	The amount the combined actual specialty drug discounts are less than the sum of the individual specialty drug discount targets as computed above.
Conditions	• Discounts calculated based on the AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail generic prescriptions represent the average savings off AWP based on Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP. • Specialty drugs dispensed outside United's specialty Pharmacy Network and drugs for which no AWP measure exists are excluded. • Listed drugs which cease to be defined as specialty drugs during the Guarantee Period will be reconciled outside of the Specialty Pharmacy guarantee in the channel in which they are dispensed (retail or mail order). • Limited Distribution (LDD) status is subject to change based on manufacturer decision. • Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees. • United reserves the right to revise or revoke this guarantee if: a) material changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in this guarantee; c) Customer makes benefit changes that impact the guarantee; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; • On specialty drugs, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

Specialty Drug Category	Drug Name	LDD Indicator	Guarantee Pricing (AWP-%)	Specialty Drug Category	Drug Name	LDD Indicator	Guarantee Pricing (AWP-%)
ANEMIA	ARANESP	No	15.30%	INFLAMMATORY CONDITIONS	HUMIRA	No	16.90%
ANEMIA	EPOGEN	No	14.10%	INFLAMMATORY CONDITIONS	ILUMYA	No	14.90%
ANEMIA	PROCRIT	No	14.40%	INFLAMMATORY CONDITIONS	KEVZARA	No	10.70%
ANEMIA	RETACRIT	No	14.90%	INFLAMMATORY CONDITIONS	KINERET	Yes	14.30%
ANTICONVULSANT	DIACOMIT	Yes	13.30%	INFLAMMATORY CONDITIONS	OLUMIANT	Yes	13.30%
ANTICONVULSANT	EPIDIOLEX	Yes	13.30%	INFLAMMATORY CONDITIONS	OPZELURA	No	11.80%
ANTICONVULSANT	FINTEPLA	Yes	11.30%	INFLAMMATORY CONDITIONS	ORENCIA	No	15.00%
ANTICONVULSANT	ZTALMY	Yes	11.30%	INFLAMMATORY CONDITIONS	OTEZLA	No	14.80%
ANTIHYPERLIPIDEMIC	JUXTAPID	Yes	14.10%	INFLAMMATORY CONDITIONS	RIDAURA	No	14.90%
ANTI-INFECTIVE	ARIKAYCE	Yes	13.80%	INFLAMMATORY CONDITIONS	RINVOQ	No	14.90%
ANTI-INFECTIVE	DARAPRIM	Yes	13.30%	INFLAMMATORY CONDITIONS	SILIQ	Yes	12.30%
ANTI-INFECTIVE	PYRIMETHAMINE	No	13.30%	INFLAMMATORY CONDITIONS	SIMPONI	No	14.90%
ANTIVIRAL	LIVTENCITY	Yes	13.80%	INFLAMMATORY CONDITIONS	SKYRIZI	No	18.90%
ASTHMA	FASENRA	Yes	13.30%	INFLAMMATORY CONDITIONS	SOTYKTU	No	12.30%
ASTHMA	NUCALA	Yes	13.30%	INFLAMMATORY	STELARA	No	16.90%

				CONDITIONS			
ASTHMA	XOLAIR	Yes	13.30%	INFLAMMATORY CONDITIONS	TALTZ	No	12.30%
CARDIOVASCULAR	CAMZYOS	Yes	12.30%	INFLAMMATORY CONDITIONS	TREMFYA	No	14.90%
CARDIOVASCULAR	DROXIDOPA	Yes	33.70%	INFLAMMATORY CONDITIONS	XELJANZ	No	14.90%
CARDIOVASCULAR	NORTHERA	Yes	14.80%	INFLAMMATORY CONDITIONS	XELJANZ XR	No	14.90%
CARDIOVASCULAR	VYNDAMAX	Yes	16.10%	IRON OVERLOAD	DEFERASIROX	Yes	66.70%
CARDIOVASCULAR	VYNDAQEL	Yes	13.30%	IRON OVERLOAD	DEFERIPRONE	Yes	33.70%
CNS AGENTS	AUSTEDO	No	14.30%	IRON OVERLOAD	EXJADE	Yes	13.00%
CNS AGENTS	ENSPRYNG	Yes	12.80%	IRON OVERLOAD	FERRIPROX	Yes	13.30%
CNS AGENTS	EXSERVAN	Yes	14.30%	IRON OVERLOAD	JADENU	No	14.30%
CNS AGENTS	FIRDAPSE	Yes	11.30%	KIDNEY DISEASE	TARPEYO	Yes	12.30%
CNS AGENTS	HETLIOZ	Yes	14.80%	LIVER DISEASE	OCALIVA	Yes	15.90%
CNS AGENTS	INGREZZA	Yes	13.80%	MONOCLONAL ANTIBODY MISCELLANEOUS	BENLYSTA	Yes	14.30%
CNS AGENTS	RADICAVA	Yes	13.30%	MOOD DISORDER DRUGS	SPRAVATO	No	14.30%
CNS AGENTS	RELYVRIO	Yes	12.30%	MULTIPLE SCLEROSIS	AMPYRA	Yes	12.60%
CNS AGENTS	RILUTEK	No	14.30%	MULTIPLE SCLEROSIS	AUBAGIO	No	13.30%
CNS AGENTS	RILUZOLE	No	92.70%	MULTIPLE SCLEROSIS	AVONEX	No	14.80%
CNS AGENTS	RUZURGI	Yes	12.30%	MULTIPLE SCLEROSIS	BAFIERTAM	Yes	14.80%
CNS AGENTS	SABRIL	Yes	16.90%	MULTIPLE SCLEROSIS	BETASERON	No	14.90%
CNS AGENTS	SODIUM OXYBATE	Yes	7.20%	MULTIPLE SCLEROSIS	COPAXONE	No	15.50%
CNS AGENTS	TASIMELTEON	Yes	33.70%	MULTIPLE SCLEROSIS	DALFAMPRIDIN	Yes	92.90%

CNS AGENTS	TETRABENAZINE	No	49.00%	MULTIPLE SCLEROSIS	DIMETHYL FUMARATE	Yes	79.60%
CNS AGENTS	TIGLUTIK	Yes	11.30%	MULTIPLE SCLEROSIS	EXTAVIA	No	14.90%
CNS AGENTS	VIGABATRIN	No	18.40%	MULTIPLE SCLEROSIS	FINGOLIMOD	No	69.40%
CNS AGENTS	VIGADRONE	Yes	17.40%	MULTIPLE SCLEROSIS	GILENYA	No	14.80%
CNS AGENTS	XENAZINE	Yes	16.40%	MULTIPLE SCLEROSIS	GLATIRAMER	No	79.60%
CNS AGENTS	XYREM	Yes	7.20%	MULTIPLE SCLEROSIS	GLATOPA	No	79.60%
CNS AGENTS	XYWAV	Yes	8.20%	MULTIPLE SCLEROSIS	KESIMPTA	No	14.80%
CYSTIC FIBROSIS	BETHKIS	No	12.30%	MULTIPLE SCLEROSIS	MAVENCLAD	Yes	14.80%
CYSTIC FIBROSIS	BRONCHITOL	Yes	14.30%	MULTIPLE SCLEROSIS	MAYZENT	No	14.80%
CYSTIC FIBROSIS	CAYSTON	Yes	15.30%	MULTIPLE SCLEROSIS	PLEGRIDY	Yes	14.30%
CYSTIC FIBROSIS	KALYDECO	Yes	14.30%	MULTIPLE SCLEROSIS	PONVORY	Yes	11.80%
CYSTIC FIBROSIS	KITABISPAK	No	13.30%	MULTIPLE SCLEROSIS	REBIF	No	14.80%
CYSTIC FIBROSIS	ORKAMBI	Yes	14.30%	MULTIPLE SCLEROSIS	REBIF REBIDOSE	No	14.80%
CYSTIC FIBROSIS	PULMOZYME	No	15.90%	MULTIPLE SCLEROSIS	TECFIDERA	Yes	14.80%
CYSTIC FIBROSIS	SYMDEKO	Yes	14.30%	MULTIPLE SCLEROSIS	VUMERITY	Yes	13.30%
CYSTIC FIBROSIS	TOBI	No	14.60%	MULTIPLE SCLEROSIS	ZEPOSIA	Yes	13.30%
CYSTIC FIBROSIS	TOBI PODHALER	No	14.60%	MUSCULOSKELETAL AGENTS	EVRYSDI	Yes	8.20%
CYSTIC FIBROSIS	TOBRAMYCIN	No	69.40%	MUSCULOSKELETAL AGENTS	VOXZOGO	Yes	12.30%
CYSTIC FIBROSIS	TRIKAFTA	Yes	14.30%	NARCOLEPSY	WAKIX	Yes	14.30%
ENDOCRINE	BETAINE	Yes	11.30%	NEUTROPENIA	FULPHILA	No	14.60%
ENDOCRINE	BUPHENYL	No	15.60%	NEUTROPENIA	GRANIX	No	14.60%
ENDOCRINE	BYNFEZIA	No	9.20%	NEUTROPENIA	LEUKINE	No	14.60%
ENDOCRINE	CARBAGLU	Yes	8.20%	NEUTROPENIA	NEULASTA	No	14.60%
ENDOCRINE	CARGLUMIC	Yes	33.70%	NEUTROPENIA	NEUPOGEN	No	14.60%
ENDOCRINE	CHENODAL	Yes	10.20%	NEUTROPENIA	NIVESTYM	No	14.60%
ENDOCRINE	CLOVIQUE	No	33.70%	NEUTROPENIA	NYVEPRIA	No	12.30%
ENDOCRINE	CORTROPHIN	Yes	11.30%	NEUTROPENIA	UDENYCA	No	14.60%
ENDOCRINE	CUPRIMINE	No	14.90%	NEUTROPENIA	ZARXIO	No	14.60%
ENDOCRINE	CYSTADANE	Yes	11.30%	NEUTROPENIA	ZIEXTENZO	No	14.30%

ENDOCRINE	CYSTADROPS	Yes	11.30%	ONCOLOGY - INJECTABLE	ELIGARD	No	13.40%
ENDOCRINE	CYSTARAN	Yes	13.80%	ONCOLOGY - INJECTABLE	INTRON A	Yes	14.30%
ENDOCRINE	DEPEN TITRATABS	No	14.80%	ONCOLOGY - INJECTABLE	LEUPROLIDE	No	63.30%
ENDOCRINE	DICHLORPHENAMIDE	Yes	13.80%	ONCOLOGY - INJECTABLE	SYNRIBO	Yes	14.60%
ENDOCRINE	D-PENAMINE	No	13.80%	ONCOLOGY - ORAL	ABIRATERONE	No	82.70%
ENDOCRINE	EGRIFTA	Yes	14.30%	ONCOLOGY - ORAL	AFINITOR	No	14.90%
ENDOCRINE	FIRMAGON	No	14.30%	ONCOLOGY - ORAL	AFINITOR DISPERZ	No	14.90%
ENDOCRINE	GATTEX	Yes	15.60%	ONCOLOGY - ORAL	ALECENSA	Yes	14.90%
ENDOCRINE	H.P. ACTHAR	Yes	14.30%	ONCOLOGY - ORAL	ALKERAN	No	16.30%
ENDOCRINE	IMCIVREE	Yes	14.30%	ONCOLOGY - ORAL	ALUNBRIG	Yes	12.80%
ENDOCRINE	ISTURISA	Yes	11.30%	ONCOLOGY - ORAL	AYVAKIT	Yes	15.30%
ENDOCRINE	JAVYGTOR	Yes	12.30%	ONCOLOGY - ORAL	BALVERSA	Yes	14.30%
ENDOCRINE	JYNARQUE	Yes	13.30%	ONCOLOGY - ORAL	BEXAROTENE	No	34.10%
ENDOCRINE	KEVEYIS	Yes	13.80%	ONCOLOGY - ORAL	BOSULIF	Yes	14.30%
ENDOCRINE	KORLYM	Yes	12.30%	ONCOLOGY - ORAL	BRAFTOVI	Yes	14.80%
ENDOCRINE	KUVAN	Yes	13.50%	ONCOLOGY - ORAL	BRUKINSA	Yes	13.80%
ENDOCRINE	LANREOTIDE	No	11.30%	ONCOLOGY - ORAL	CABOMETYX	Yes	13.30%
ENDOCRINE	MYALEPT	Yes	8.20%	ONCOLOGY - ORAL	CALQUENCE	Yes	14.30%
ENDOCRINE	MYCAPSSA	Yes	12.30%	ONCOLOGY - ORAL	CAPECITABINE	No	82.70%
ENDOCRINE	NATPARA	Yes	14.10%	ONCOLOGY - ORAL	CAPRELSA	Yes	10.20%
ENDOCRINE	NITYR	Yes	13.80%	ONCOLOGY - ORAL	COMETRIQ	Yes	13.80%
ENDOCRINE	OCTREOTIDE ACETATE	No	57.30%	ONCOLOGY - ORAL	COPIKTRA	Yes	15.30%
ENDOCRINE	PENICILLAMINE	No	33.70%	ONCOLOGY - ORAL	COTELLIC	Yes	13.30%
ENDOCRINE	PROCYSBI	Yes	8.20%	ONCOLOGY - ORAL	DAURISMO	Yes	13.30%
ENDOCRINE	RAVICTI	Yes	15.90%	ONCOLOGY - ORAL	ERIVEDGE	Yes	13.30%
ENDOCRINE	RECORLEV	Yes	14.60%	ONCOLOGY - ORAL	ERLEADA	No	14.30%

ENDOCRINE	SAMSCA	Yes	14.30%	ONCOLOGY - ORAL	ERLOTINIB	Yes	33.70%
ENDOCRINE	SANDOSTATIN	No	14.60%	ONCOLOGY - ORAL	ETOPOSIDE	No	33.70%
ENDOCRINE	SAPROPTERIN	Yes	41.90%	ONCOLOGY - ORAL	EVEROLIMUS	No	45.90%
ENDOCRINE	SIGNIFOR	Yes	8.20%	ONCOLOGY - ORAL	EXKIVITY	Yes	13.80%
ENDOCRINE	SODIUM PHENYLBUTYRATE	No	33.70%	ONCOLOGY - ORAL	FARYDAK	Yes	12.30%
ENDOCRINE	SOMATULINE DEPOT	No	14.30%	ONCOLOGY - ORAL	FOTIVDA	Yes	14.10%
ENDOCRINE	SOMAVERT	Yes	11.50%	ONCOLOGY - ORAL	GAVRETO	Yes	13.30%
ENDOCRINE	SYPRINE	No	14.30%	ONCOLOGY - ORAL	GILOTRIF	Yes	8.20%
ENDOCRINE	THIOLA	Yes	12.30%	ONCOLOGY - ORAL	GLEEVEC	No	16.30%
ENDOCRINE	TIOPRONIN	No	33.70%	ONCOLOGY - ORAL	GLEOSTINE	No	16.30%
ENDOCRINE	TOLVAPTAN	No	33.70%	ONCOLOGY - ORAL	HYCAMTIN	No	15.60%
ENDOCRINE	TRIENTINE	No	84.70%	ONCOLOGY - ORAL	IBRANCE	Yes	14.80%
ENDOCRINE	XERMELO	Yes	13.80%	ONCOLOGY - ORAL	ICLUSIG	Yes	13.60%
ENDOCRINE	XURIDEN	Yes	13.30%	ONCOLOGY - ORAL	IDHIFA	No	15.30%
ENZYME DEFICIENCY	CHOLBAM	Yes	5.10%	ONCOLOGY - ORAL	IMATINIB MESYLATE	No	92.40%
ENZYME DEFICIENCY	CYSTAGON	Yes	11.80%	ONCOLOGY - ORAL	IMBRUVICA	Yes	14.80%
ENZYME DEFICIENCY	GALAFOLD	Yes	14.80%	ONCOLOGY - ORAL	INLYTA	Yes	14.40%
ENZYME DEFICIENCY	MIGLUSTAT	No	33.70%	ONCOLOGY - ORAL	INQOVI	Yes	11.30%
ENZYME DEFICIENCY	NITISINONE	No	33.70%	ONCOLOGY - ORAL	INREBIC	Yes	13.30%
ENZYME DEFICIENCY	ORFADIN	No	3.10%	ONCOLOGY - ORAL	IRESSA	Yes	15.30%
ENZYME DEFICIENCY	PALYNZIQ	Yes	12.30%	ONCOLOGY - ORAL	JAKAFI	Yes	13.30%
ENZYME DEFICIENCY	STRENSIQ	Yes	12.10%	ONCOLOGY - ORAL	KISQALI	No	15.30%
ENZYME DEFICIENCY	SUCRAID	Yes	13.00%	ONCOLOGY - ORAL	KISQALI FEMARA	No	15.90%
ENZYME DEFICIENCY	TEGSEDI	Yes	8.20%	ONCOLOGY - ORAL	KOSELUGO	Yes	14.60%

ENZYME DEFICIENCY	ZAVESCA	Yes	8.20%	ONCOLOGY - ORAL	LAPATINIB	No	33.70%
GAUCHERS DISEASE	CERDELGA	Yes	14.30%	ONCOLOGY - ORAL	LENALIDOMIDE	Yes	33.70%
GENETIC DISORDER	DOJOLVI	Yes	15.90%	ONCOLOGY - ORAL	LENVIMA	Yes	15.30%
GENETIC DISORDER	VIJOICE	No	13.30%	ONCOLOGY - ORAL	LONSURF	Yes	13.30%
GENETIC DISORDER	ZOKINVY	Yes	14.30%	ONCOLOGY - ORAL	LORBRENA	Yes	12.30%
GROWTH HORMONE DEFICIENCY	GENOTROPIN	No	14.90%	ONCOLOGY - ORAL	LUMAKRAS	Yes	13.30%
GROWTH HORMONE DEFICIENCY	HUMATROPE	No	15.50%	ONCOLOGY - ORAL	LYNPARZA	Yes	13.00%
GROWTH HORMONE DEFICIENCY	INCRELEX	Yes	14.30%	ONCOLOGY - ORAL	MATULANE	Yes	13.80%
GROWTH HORMONE DEFICIENCY	NORDITROPIN	No	16.80%	ONCOLOGY - ORAL	MEKINIST	Yes	12.30%
GROWTH HORMONE DEFICIENCY	NUTROPINAQ	No	15.00%	ONCOLOGY - ORAL	MEKTOVI	Yes	14.80%
GROWTH HORMONE DEFICIENCY	OMNITROPE	No	15.30%	ONCOLOGY - ORAL	MELPHALAN	No	33.70%
GROWTH HORMONE DEFICIENCY	SAIZEN	No	18.30%	ONCOLOGY - ORAL	MESNEX	No	14.80%
GROWTH HORMONE DEFICIENCY	SEROSTIM	Yes	14.30%	ONCOLOGY - ORAL	NERLYNX	Yes	15.10%
GROWTH HORMONE DEFICIENCY	SKYTROFA	No	12.30%	ONCOLOGY - ORAL	NEXAVAR	Yes	13.30%
GROWTH HORMONE DEFICIENCY	ZOMACTON	No	15.50%	ONCOLOGY - ORAL	NILANDRON	No	15.90%
GROWTH HORMONE DEFICIENCY	ZORBTIVE	Yes	13.80%	ONCOLOGY - ORAL	NILUTAMIDE	No	40.90%
HEMATOLOGIC	BERINERT	Yes	13.30%	ONCOLOGY - ORAL	NINLARO	No	14.30%
HEMATOLOGIC	CABLIVI	Yes	14.30%	ONCOLOGY - ORAL	NUBEQA	Yes	14.30%
HEMATOLOGIC	CINRYZE	Yes	15.30%	ONCOLOGY - ORAL	ODOMZO	No	14.60%

HEMATOLOGIC	DOPTELET	Yes	14.30%	ONCOLOGY - ORAL	ONUREG	No	12.80%
HEMATOLOGIC	FIRAZYR	Yes	15.10%	ONCOLOGY - ORAL	ORGOVYX	Yes	15.10%
HEMATOLOGIC	HAEGARDA	Yes	13.30%	ONCOLOGY - ORAL	PEMAZYRE	Yes	14.80%
HEMATOLOGIC	ICATIBANT	Yes	33.70%	ONCOLOGY - ORAL	PIQRAY	No	12.80%
HEMATOLOGIC	MOZOBIL	No	14.30%	ONCOLOGY - ORAL	POMALYST	Yes	13.80%
HEMATOLOGIC	MULPLETA	No	14.30%	ONCOLOGY - ORAL	PURIXAN	No	13.30%
HEMATOLOGIC	OXBRYTA	Yes	12.80%	ONCOLOGY - ORAL	PYRUKYND	Yes	12.30%
HEMATOLOGIC	PROMACTA	Yes	14.30%	ONCOLOGY - ORAL	QINLOCK	Yes	15.30%
HEMATOLOGIC	REZUROCK	Yes	14.10%	ONCOLOGY - ORAL	RETEVMO	Yes	13.30%
HEMATOLOGIC	RUCONEST	Yes	14.10%	ONCOLOGY - ORAL	REVLIMID	Yes	15.60%
HEMATOLOGIC	SAJAZIR	Yes	23.50%	ONCOLOGY - ORAL	ROZLYTREK	No	16.30%
HEMATOLOGIC	TAKHZYRO	Yes	14.30%	ONCOLOGY - ORAL	RUBRACA	Yes	15.30%
HEMATOLOGIC	TAVALISSE	Yes	14.30%	ONCOLOGY - ORAL	RYDAPT	No	16.30%
HEMOPHILIA - INFUSED	ADVATE	No	43.80%	ONCOLOGY - ORAL	SCEMBLIX	No	12.30%
HEMOPHILIA - INFUSED	ADYNOVATE	No	34.70%	ONCOLOGY - ORAL	SORAFENIB	Yes	42.90%
HEMOPHILIA - INFUSED	AFSTYLA	No	34.60%	ONCOLOGY - ORAL	SPRYCEL	No	16.30%
HEMOPHILIA - INFUSED	ALPHANATE/VON WILLEBRAND	No	42.60%	ONCOLOGY - ORAL	STIVARGA	Yes	12.80%
HEMOPHILIA - INFUSED	ALPHANINE SD	No	49.80%	ONCOLOGY - ORAL	SUNITINIB	Yes	33.70%
HEMOPHILIA - INFUSED	ALPROLIX	No	14.30%	ONCOLOGY - ORAL	SUTENT	Yes	15.60%
HEMOPHILIA - INFUSED	BENEFIX	No	15.30%	ONCOLOGY - ORAL	TABLOID	No	16.30%
HEMOPHILIA - INFUSED	COAGADEX	Yes	30.60%	ONCOLOGY - ORAL	TABRECTA	No	13.30%
HEMOPHILIA - INFUSED	CORIFACT	No	28.60%	ONCOLOGY - ORAL	TAFINLAR	Yes	14.30%
HEMOPHILIA - INFUSED	ELOCTATE	No	28.60%	ONCOLOGY - ORAL	TAGRISSO	Yes	14.30%
HEMOPHILIA - INFUSED	ESPEROCT	No	23.50%	ONCOLOGY - ORAL	TALZENNA	Yes	14.30%

HEMOPHILIA - INFUSED	FEIBA	No	40.70%	ONCOLOGY - ORAL	TARCEVA	Yes	16.20%
HEMOPHILIA - INFUSED	HEMOFILM	No	44.90%	ONCOLOGY - ORAL	TARGRETIN	No	14.80%
HEMOPHILIA - INFUSED	HUMATE-P	No	37.70%	ONCOLOGY - ORAL	TASIGNA	Yes	14.30%
HEMOPHILIA - INFUSED	IDELVION	No	14.30%	ONCOLOGY - ORAL	TAZVERIK	Yes	14.60%
HEMOPHILIA - INFUSED	IXINITY	No	14.30%	ONCOLOGY - ORAL	TEMODAR	No	15.60%
HEMOPHILIA - INFUSED	JIVI	No	23.50%	ONCOLOGY - ORAL	TEMOZOLOMIDE	No	59.60%
HEMOPHILIA - INFUSED	KOATE	No	42.90%	ONCOLOGY - ORAL	TEPMETKO	Yes	13.30%
HEMOPHILIA - INFUSED	KOATE-DVI	No	42.90%	ONCOLOGY - ORAL	THALOMID	Yes	15.60%
HEMOPHILIA - INFUSED	KOGENATE FS	No	47.80%	ONCOLOGY - ORAL	TIBSOVO	Yes	14.30%
HEMOPHILIA - INFUSED	KOVALTRY	No	46.20%	ONCOLOGY - ORAL	TRETINOIN	No	84.70%
HEMOPHILIA - INFUSED	MONONINE	No	32.10%	ONCOLOGY - ORAL	TRUSELTIQ	Yes	13.80%
HEMOPHILIA - INFUSED	NOVOEIGHT	No	44.80%	ONCOLOGY - ORAL	TUKYSA	Yes	14.60%
HEMOPHILIA - INFUSED	NOVOSEVEN RT	No	38.90%	ONCOLOGY - ORAL	TURALIO	Yes	14.80%
HEMOPHILIA - INFUSED	NUWIQ	No	48.70%	ONCOLOGY - ORAL	TYKERB	No	15.60%
HEMOPHILIA - INFUSED	PROFILNINE	No	30.70%	ONCOLOGY - ORAL	UKONIQ	Yes	13.30%
HEMOPHILIA - INFUSED	REBINYN	No	18.40%	ONCOLOGY - ORAL	VENCLEXTA	Yes	13.30%
HEMOPHILIA - INFUSED	RECOMBINATE	No	41.90%	ONCOLOGY - ORAL	VERZENIO	Yes	16.10%
HEMOPHILIA - INFUSED	RIXUBIS	No	14.60%	ONCOLOGY - ORAL	VITRAKVI	Yes	15.30%
HEMOPHILIA - INFUSED	SEVENFACT	No	23.50%	ONCOLOGY - ORAL	VIZIMPRO	Yes	9.20%
HEMOPHILIA - INFUSED	TRETTEN	Yes	15.20%	ONCOLOGY - ORAL	VONJO	Yes	14.80%

HEMOPHILIA - INFUSED	VONVENDI	Yes	13.30%	ONCOLOGY - ORAL	VOTRIENT	Yes	14.30%
HEMOPHILIA - INFUSED	WILATE	No	42.90%	ONCOLOGY - ORAL	WELIREG	Yes	14.10%
HEMOPHILIA - INFUSED	XYNTHA	No	39.00%	ONCOLOGY - ORAL	XALKORI	Yes	12.80%
HEMOPHILIA - INJECTABLE	HEMLIBRA	Yes	13.30%	ONCOLOGY - ORAL	XELODA	No	16.30%
HEPATITIS C	EPCLUSA	No	14.80%	ONCOLOGY - ORAL	XOSPATA	Yes	15.30%
HEPATITIS C	HARVONI	No	15.90%	ONCOLOGY - ORAL	XPOVIO	Yes	15.10%
HEPATITIS C	LEDIPASVIR/SOFOSBUVIR	No	15.90%	ONCOLOGY - ORAL	XTANDI	Yes	14.30%
HEPATITIS C	MAVYRET	No	14.80%	ONCOLOGY - ORAL	YONSA	No	16.30%
HEPATITIS C	PEGASYS	No	17.30%	ONCOLOGY - ORAL	ZEJULA	Yes	14.60%
HEPATITIS C	PEGINTRON	No	18.30%	ONCOLOGY - ORAL	ZELBORAF	Yes	13.80%
HEPATITIS C	SOFOSBUVIR/VELPATASVIR	No	14.80%	ONCOLOGY - ORAL	ZOLINZA	No	15.60%
HEPATITIS C	SOVALDI	No	14.80%	ONCOLOGY - ORAL	ZYDELIG	Yes	15.30%
HEPATITIS C	VIEKIRAPAK	No	14.30%	ONCOLOGY - ORAL	ZYKADIA	Yes	13.80%
HEPATITIS C	VOSEVI	No	14.80%	ONCOLOGY - ORAL	ZYTIGA	No	14.30%
HEPATITIS C	ZEPATIER	No	14.70%	ONCOLOGY - TOPICAL	TARGRETIN	No	14.80%
HEPATOLOGY	BYLVAY	Yes	12.30%	ONCOLOGY - TOPICAL	VALCHLOR	Yes	10.70%
HEPATOLOGY	LIVMARLI	Yes	13.30%	OPHTHALMIC	OXERVATE	Yes	13.30%
HEREDITARY ANGIODEMA	ORLADEYO	Yes	13.80%	OSTEOPOROSIS	FORTEO	No	14.70%
IMMUNE MODULATOR	ACTIMMUNE	Yes	15.10%	OSTEOPOROSIS	TERIPARATIDE	No	14.30%
IMMUNE MODULATOR	ARCALYST	Yes	15.90%	OSTEOPOROSIS	TYMLOS	No	14.10%
IMMUNOLOGICAL AGENTS	LUPKYNIS	Yes	15.10%	PARKINSONS DISEASE	APOKYN	Yes	12.40%
IMMUNOLOGICAL AGENTS	PALFORZIA	Yes	10.20%	PARKINSONS DISEASE	APOMORPHINE	Yes	33.70%

IMMUNOLOGICAL AGENTS	TAVNEOS	Yes	14.90%	PARKINSONS DISEASE	INBRIJA	Yes	13.30%
INFERTILITY	CETRORELIX	No	18.00%	PARKINSONS DISEASE	KYNMOBI	Yes	10.20%
INFERTILITY	CETROTIDE	No	18.00%	PULMONARY DISEASE	ESBRIET	Yes	14.30%
INFERTILITY	CHORIONIC GONADOTROPIN	No	69.90%	PULMONARY DISEASE	OFEV	Yes	13.30%
INFERTILITY	FOLLISTIM AQ	No	25.00%	PULMONARY DISEASE	PIRFENIDONE	Yes	84.70%
INFERTILITY	FYREMADEL	No	14.30%	PULMONARY HYPERTENSION	ADCIRCA	No	14.30%
INFERTILITY	GANIRELIX ACETATE	No	17.40%	PULMONARY HYPERTENSION	ADEMPAS	Yes	14.30%
INFERTILITY	GONAL-F	No	23.60%	PULMONARY HYPERTENSION	ALYQ	No	59.20%
INFERTILITY	GONAL-F RFF	No	23.60%	PULMONARY HYPERTENSION	AMBRISENTAN	Yes	59.20%
INFERTILITY	MENOPUR	No	17.60%	PULMONARY HYPERTENSION	BOSENTAN	No	33.70%
INFERTILITY	NOVAREL	No	33.70%	PULMONARY HYPERTENSION	LETAIRIS	Yes	13.50%
INFERTILITY	OVIDREL	No	18.00%	PULMONARY HYPERTENSION	OPSUMIT	Yes	14.60%
INFERTILITY	PREGNYL	No	33.70%	PULMONARY HYPERTENSION	ORENITRAM	Yes	14.30%
INFLAMMATORY CONDITIONS	ACTEMRA	No	15.00%	PULMONARY HYPERTENSION	REVATIO	No	14.10%
INFLAMMATORY CONDITIONS	ADBRY	Yes	11.30%	PULMONARY HYPERTENSION	SILDENAFIL	No	95.70%
INFLAMMATORY CONDITIONS	AMJEVITA	No	16.90%	PULMONARY HYPERTENSION	TADALAFIL	No	33.70%

INFLAMMATORY CONDITIONS	CIBINQO	No	14.30%	PULMONARY HYPERTENSION	TADLIQ	Yes	11.30%
INFLAMMATORY CONDITIONS	CIMZIA	No	16.40%	PULMONARY HYPERTENSION	TRACLEER	Yes	14.30%
INFLAMMATORY CONDITIONS	COSENTYX	No	14.30%	PULMONARY HYPERTENSION	TYVASO	Yes	13.80%
INFLAMMATORY CONDITIONS	DUPIXENT	No	14.90%	PULMONARY HYPERTENSION	UPTRAVI	Yes	15.60%
INFLAMMATORY CONDITIONS	EMFLAZA	Yes	11.80%	PULMONARY HYPERTENSION	VENTAVIS*	Yes	13.80%
INFLAMMATORY CONDITIONS	ENBREL	No	15.30%				

*Includes Nebulizer

2Q 2023 v2

will receive an Employee listing along with a request to reconcile. Customer's corrections will be sent to United within 10 business days. For each Renewal Term, United will reconcile the total amounts Customer paid with the total amounts Customer owed. If the reconciliation indicates that United owes Customer money, Customer's next fee invoice will be credited. If the reconciliation indicates that Customer owes United money, United will invoice Customer for the amount due. The Due Date for these amounts is the first day of the next calendar month. Customer will pay United, within thirty (30) days of the due date, the amounts that Customer owes United. For payments made after this thirty (30) day period, Customer will pay United interest on these amounts at the interest rate that United charges to its other self-funded customers.

If the Agreement is terminated, United will pay Customer the amount owed within thirty (30) days after United performs a final reconciliation. If the final reconciliation indicates that Customer owes United money, Customer will pay United within thirty (30) days after receiving notice of the amount owed.

For payments Customer makes after thirty (30) days of receiving notice of the amounts that Customer owes United, United will charge interest at the interest rate that United charge its other self-funded customers.

Effective January 1, 2023, the Administration Renewal Credit reflected in Exhibit B – Fees is replaced in it's entirety as follows:

Administration Renewal Credit Terms

UnitedHealthcare will provide a One month Administration Renewal Credit to help Williamson County mitigate costs associated with an administrative service provider change.
The Administration Renewal Credit will be paid via a credit to Williamson County medical administration fees after (a) the Agreement is executed and (b) the first month's fees have been received by United. This is a onetime per year credit.
To qualify for this waiver, Williamson County's enrollment must exceed 1391 employees. If Williamson County terminates Agreement prior to December 31, 2025 Williamson County will pay UnitedHealthcare a prorated portion of this renewal credit as follows:

Administration Renewal Credit	$53.66	PEPM

Early Termination Penalty:

Termination prior to December 31,2023: 100% of the Renewal Credit

Termination prior to December 31,2024: 75% of the Renewal Credit

Termination prior to December 31,2025: 50% of the Renewal Credit

Caveat:

The Administration Renewal Credit does not replace the binder check requirement at point of sale.
Credits and or budgets are contingent upon having medical and pharmacy coverage over the three year contract period.
If the 1st year enrollment with United falls below the enrollment threshold, UnitedHealthcare will adjust the budget/credit and amount proportional to the enrollment reduction based on the amount of the credit/budget.
Commissions are excluded from Administration Renewal Credit.

Agenda Item #44 CC 12.10.2024 2023 UHC Administration Services Agreement No. 7 - 1.10.23 Approval of Administration Servi (Cheryl)

Final Audit Report 2024-12-10

Created:	2024-12-09
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAApyrZRObW47RD5ELAApFo2oclSojKMbTu

"Agenda Item #44 CC 12.10.2024 2023 UHC Administration Services Agreement No. 7 - 1.10.23 Approval of Administration Servi (Cheryl)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2024-12-09 - 7:46:03 PM GMT- IP address: 173.219.39.210

Document emailed to Rebecca Pruitt (becky.pruitt@wilco.org) for delegation
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Email viewed by Rebecca Pruitt (becky.pruitt@wilco.org)
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Document signing delegated to Bill Gravell (bgravell@wilco.org) by Rebecca Pruitt (becky.pruitt@wilco.org)
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Email viewed by Bill Gravell (bgravell@wilco.org)
2024-12-10 - 5:54:26 PM GMT- IP address: 66.76.4.65

Document e-signed by Bill Gravell (bgravell@wilco.org)
Signature Date: 2024-12-10 - 5:54:43 PM GMT - Time Source: server- IP address: 66.76.4.65

Agreement completed.
2024-12-10 - 5:54:43 PM GMT

Powered by Adobe Acrobat Sign

Commissioners Court - Regular Session **48.**

Meeting Date: 12/30/2025

Approval of Contract #2025294 Amendment for Desk for the Goods and Services Agreement with Texas Correctional Industries for the purchase and installation of desks at the District Attorney'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 the amendment to Services Agreement #2025294, originally approved on 07.02.2025, under agenda item #19, for the District Attorney's Office, for the purchase of a desk to include installation from Texas Correctional Industries (TCI).

Public Background

This request seeks approval of Services Agreement #2025294 for the District Attorney's Office for the purchase of furniture from Texas Correctional Industries (TCI), which will also provide installation services. The furniture purchase was originally planned for FY25; however, the order did not ship before the end of the fiscal year, requiring a new quote and corresponding agreement. The original agreement was approved on the July 2, 2025, agenda Item #19. The District Attorney's Office supports moving forward with this amendment. Funding Source: 01.0100.0440.003005, Point of Contact: Doreen Meyers.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCI Amendment REDACTED

Original Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:12 PM
Form Started By: Cheryl Johnson		Started On: 12/11/2025 04:05 PM
Final Approval Date: 12/21/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

AMENDMENT TO
WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
Texas Department of Criminal Justice DBA Texas Correctional Industries
([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 AMENDMENT TO THE SERVICES AND GOODS CONTRACT ("Amendment") is entered into as of the last party's execution hereof, by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Texas Department of Criminal Justice DBA Texas Correctional Industries** ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective July 30, 2025 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Contract to extend the effective date and term due to delays in receiving materials.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

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 ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in **Exhibit "A"** shall

be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2026, 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.

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

A. The Original Williamson County Services and Goods Contract, and its Exhibits approved July 30, 2025, incorporated by reference;
B. This Amendment.

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

II. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

In all other respects, the Agreement is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this Amendment. It is mutually understood that this Amendment shall not become effective until signed by both parties below.

WILLIAMSON COUNTY:

_____
County Judge/Presiding Officer

_____
Printed Name

Date: _____, 20___

Texas Department of Criminal Justice
DBA Texas Correctional Industries:

_____
Authorized Signature

_____
Printed Name

Date: 12/11/25, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Dec 17 2025 Time: 2:20 pm

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Dec 17 2025 Time: 1:19 pm

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
TEXAS CORRECTIONAL INDUSTRIES

P O Box 4013 Huntsville, Tx 77342-0099
[redacted] FAX (936) 437-8610

Date: November 5, 2025

Company [redacted]	
Contact Name [redacted]	Expires: 60 Days
	Estimated Delivery ARO:
Email@Email [redacted]	Telephone:
	Fax:

Thank you for calling Texas Correctional Industries (TCI).
Please find below your requested custom item(s) quote.

Item #	Description	Qty	Each	Total
	X Line			0.00
				0.00
425-21-00300	X Line Desk without drawer, 60" x 30"	1	$750.00	750.00
	installation	1	$50.00	50.00
				0.00
	Walnut			0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL		$800.00	

The above quote number should be included and referenced in any subsequent purchase order(s). Orders for custom items are considered final and cannot be returned. Should you require a proof or layout please contact tci@tdcj.texas.gov. TCI sincerely appreciates this opportunity to quote your requested items. Should you need any addtional information, please feel free to contact us at 1-800-833-4302. TCI must be given the final opportunity to meet or beat the lowest price. Texas Government Code 497.0025c

[redacted]

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
Texas Department of Criminal Justice DBA Texas Correctional Industries
[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 GOOD AND 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 **Texas Department of Criminal Justice DBA Texas Correctional Industries** (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 and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Service Provider shall provide County the goods described in [redacted] attached and 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.

II.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

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

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

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 ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in **Exhibit "A"** shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before 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". The not-to-exceed amount for this Contract shall be Eight Hundred Dollars ($800.00).

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. 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.

Workers' Compensation Insurance: The Service Provider, which is a state agency, is self-insured for workers' compensation coverage through the State Office of Risk Management (SORM), in accordance with Chapter 501 of the Texas Labor Code. The Service Provider shall be responsible for administering and providing workers' compensation benefits to its employees in compliance with applicable state laws and regulations. No additional workers' compensation insurance shall be required of the Service Provider under 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.

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: The 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 any records maintained by the Service Provider that are directly pertinent to the goods or services provided under this Contract, to the

extent permitted by law and applicable agency policy. The County shall coordinate with the Service Provider to schedule any such review during normal business hours and with reasonable advance notice. Access shall be subject to the Service Provider's security protocols and operational requirements.

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: Both the County and the Service Provider acknowledge that they are governmental bodies subject to the Texas Public Information Act (TPIA), Texas Government Code Chapter 552. Each party agrees to comply with the TPIA as interpreted by applicable judicial decisions and opinions of the Texas Attorney General. Information, documentation, and other material related to this Purchase Order or any resulting contract may be subject to public disclosure unless excepted from disclosure under the TPIA or other applicable law. Each party shall promptly notify the other of any public information request received that pertains to this agreement and shall cooperate in good faith in responding to such requests, subject to any applicable legal exceptions or confidentiality obligations.

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: Neither the County nor the Service Provider shall use the other party's name, logo, or other identifying likeness in any press release, marketing materials, public statement, or other announcement related to this Purchase Order or any resulting contract without the prior written approval of the other party. This provision does not restrict disclosures required by law or authorized under the Texas Public Information Act. Both parties agree to coordinate in good faith regarding any media inquiries or public communications concerning this agreement.

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. [redacted] marked **Exhibit "A"**;
B. Insurance certificates evidencing coverages required herein above and
C. Any Addendums 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.

[SIGNATURE PAGE TO FOLLOW]

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

Williamson County:

Authorized Signature

Hon. Steven Snell
County Judge

Date: Jul 30, 2025 ,20__

Texas Department of Criminal Justice
DBA Texas Correctional Industries:

Authorized Signature

Bill Lewis
Printed Name

Date: 7/17/25, 20__

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 18 2025 Time: 3:20 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 18 2025 Time: 7:03 am

Exhibit "A"

[redacted]

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
TEXAS CORRECTIONAL INDUSTRIES

P O Box 4013 Huntsville, Tx 77342-0099
1-800-833-4302 FAX (936) 437-8610

Date: June 9, 2025

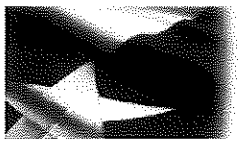
Company		[redacted]
Contact Name	Hollie Herrick	Expires: 60 Days
		Estimated Delivery ARO:
Email@Email	hollie.Herrick@tdcj.texas.gov	Telephone: 940-585-9595
		Fax:

Thank you for calling Texas Correctional Industries (TCI).
Please find below your requested custom item(s) quote.

Item #	Description	Qty	Each	Total
	X Line			0.00
				0.00
425-21-00300	X Line Desk without drawer, 60" x 30"	1	$750.00	750.00
	Installation	1	$50.00	50.00
				0.00
	Walnut			0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
	TOTAL		$800.00	

The above quote number should be included and referenced in any subsequent purchase order(s). Orders for custom items are considered final and cannot be returned. Should you require a proof or layout please contact tci@tdcj.texas.gov. TCI sincerely appreciates this opportunity to quote your requested items. Should you need any addtional information, please feel free to contact us at 1-800-833-4302. TCI must be given the final opportunity to meet or beat the lowest price. Texas Government Code 497.0025c

John D. Risinger
Plant Manager
Gib Lewis Furniture Factory
Phone: 409-283-8181 ext. 8291



Texas Correctional Industries

(936) 437-6048 *Toll Free (800) 833-4302*

City & County Municipalities

Law Enforcement

Parks & Outdoors

Schools & Higher Education

Graphics

Cardboard Boxes
Custom Printing
Folders
Laser Engraved Awards
Signs, Awards & Plastics

Janitorial

Brooms & Brushes
Mops & Wax Applicators
Soaps & Detergents

Garment / Textile

Apparel
Bags, Flags & Embroidery
Bedding & Mattresses
Leather Goods
Linens & Piece Goods
Windscreen and Drapery

Furniture

Chairs, Podium, Courtroom, & Trooper
Designs in Wood Series
Dorm Line Series
English Series Lounge
Fabric Samples/Chair Glides/Molded Plastics Samples
Flip-Tex Lounge
PPE Products
Sam Houston Series
Stephen F. Austin Series
X-Line Series

Modular Furniture

Office Systems
Sit/Stand Workstations

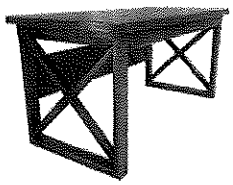
Metal

Detention & Security
Dump Truck and Tarp Accessories
Fencing
Kitchen & Food Service
Miscellaneous
Park Equipment
School Equipment
Signage for Streets & Traffic
Storage & Shelving
Toilets, Sinks & Showers
Truck Beds & Trailers

Services

Aluminum Bleachers
Auditorium Seating
Braille Transcribing
Bus Renovation
Computer Recovery
Furniture Refurbishing

X-Line Desk



The X-Line desk is a 60"X30"X30" high modern hardwood series made from red oak. Stain options are Walnut, Fruitwood or natural Oak. This desk comes standard without drawers.

Commodity Code	Description	Price
425-21-00300	X-Line Desk w/out drawers	Call for Quote
425-21-00301	X-Line Desk with drawers	Call for Quote
425-21-00404	X-Line Desk with w/out drawers 72"X36"	Call for Quote
425-21-00405	X-Line Desk with drawers 72"X36"	Call for Quote

GIS Conversion

Order Catalog

Agenda Item #19, CC 07.29.2025 Approval of Goods and Service Agreement with TCI for Furniture Purchase for DA's Office (Sandra)

Final Audit Report 2025-07-31

Created:	2025-07-28
By:	Cheryl Johnson [redacted]
Status:	Signed
Transaction ID:	CBJCHBCAABAANjpEEYiPHEvU7nOOC9ikA_O2vsXiEFkJ

"Agenda Item #19, CC 07.29.2025 Approval of Goods and Service Agreement with TCI for Furniture Purchase for DA's Office (Sandra)" History

[redacted]

Powered by Adobe Acrobat Sign

Commissioners Court - Regular Session **49.**

Meeting Date: 12/30/2025

Approval of Contract #2025293 for the amendment to purchase and install Chair through the Goods and Services Agreement with Texas Correctional Industries for the District Attorney'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 on approval of an amendment to Contract #2025293, originally approved on July 29, 2025, Agenda Item #19, with Texas Correctional Industries for $1,087.00 the purchase and installation of a Chair for the District Attorney's Office.

Public Background

This request seeks approval of Services Agreement #2025293 for the District Attorney's Office for the purchase of furniture from Texas Correctional Industries (TCI), which will also provide installation services. The chair was originally planned for FY25; however, the order did not ship before the end of the fiscal year, requiring a new quote and corresponding agreement. The original agreement was approved on 07/29/2025, agenda Item #19. The District Attorney's Office supports moving forward with this amendment. Funding Source: 01.0100.0440.003005, Point of Contact: Doreen Meyers.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

TCI Amendment REDACTED

Original Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/18/2025 08:47 AM
Form Started By: Cheryl Johnson		Started On: 12/17/2025 02:37 PM
Final Approval Date: 12/18/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

AMENDMENT TO
WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
Texas Department of Criminal Justice DBA Texas Correctional Industries
([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 AMENDMENT TO THE SERVICES AND GOODS CONTRACT ("Amendment") is entered into as of the last party's execution hereof, by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Texas Department of Criminal Justice DBA Texas Correctional Industries** ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective July 30, 2025 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Contract to extend the effective date and term due to delays in receiving materials.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

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 ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in **Exhibit "A"** shall

be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2026, 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.

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

A. The Original Williamson County Services and Goods Contract, and its Exhibits approved July 30, 2025, incorporated by reference;
B. This Amendment.

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

II. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

In all other respects, the Agreement is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this Amendment. It is mutually understood that this Amendment shall not become effective until signed by both parties below.

WILLIAMSON COUNTY:

_____
County Judge/Presiding Officer

_____
Printed Name

Date: _____, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Dec 17 2025 **Time:** 2:14 pm

Texas Department of Criminal Justice
DBA Texas Correctional Industries:

_____
Authorized Signature

Bill Lewis
Printed Name

Date: 12/11/25, 20___

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Dec 17 2025 **Time:** 12:46 pm

TEXAS DEPARTMENT OF CRIMINAL JUSTICE
TEXAS CORRECTIONAL INDUSTRIES

[redacted]

Customer Solicitation No: Date: 11/7/2025

Company: Williamson County District Attorney	[redacted]
Contact Name: [redacted]	Expires: 60 Days
Address: 405 S. MLK - Box 1	Estimated Delivery ARO:
Georgetown, TX 78626	[redacted]
Email@Email: [redacted]	

Thank you for calling Texas Correctional Industries (TCI).
Please find below your requested custom item(s) quote.

Item #	Description	Qty	Each	Total
425-2000CSTM	CHAIR, SENATE FLOOR, EMBROIDERED SEAL, W/DURANGO(DU-006) BLACK VINYL	1	$1,067.00	$1,067.00
425-99Install20	OPTIONAL INSTALLATION	1	$20.00	$20.00
	TOTAL:			**$1,087.00**

***Notes: Please allow 120 to 150 days for delivery, Thank You.

TCI MUST BE GIVEN THE FINAL OPPORTNITY TO MEET
OR BEAT THE LOWEST PRICE. TEX. GOV'T CODE 497.0025c
The above quote number should be included and referenced in any subsequent purchase order(s). Orders for custom items are considered final and cannot be returned. Should you require a proof or layout please contact tci@tdcj.texas.gov. TCI sinerely appreciates this opportunity to quote your requested items. Should you need any additional information, please feel free to contact us at [redacted]

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
Texas Department of Criminal Justice DBA Texas Correctional Industries
[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 GOOD AND 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 **Texas Department of Criminal Justice DBA Texas Correctional Industries** (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 and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Service Provider shall provide County the goods described in **Quote** [redacted] attached and 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.

II.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

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

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

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 ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in **Exhibit "A"** shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before 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". The not-to-exceed amount for this Contract shall be One Thousand, Eighty-Seven Dollars ($1,087.00).

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. 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.

Workers' Compensation Insurance: The Service Provider, which is a state agency, is self-insured for workers' compensation coverage through the State Office of Risk Management (SORM), in accordance with Chapter 501 of the Texas Labor Code. The Service Provider shall be responsible for administering and providing workers' compensation benefits to its employees in compliance with applicable state laws and regulations. No additional workers' compensation insurance shall be required of the Service Provider under 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.

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: The 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 any records maintained by the Service Provider that are directly pertinent to the goods or services provided under this Contract, to the

extent permitted by law and applicable agency policy. The County shall coordinate with the Service Provider to schedule any such review during normal business hours and with reasonable advance notice. Access shall be subject to the Service Provider's security protocols and operational requirements.

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: Both the County and the Service Provider acknowledge that they are governmental bodies subject to the Texas Public Information Act (TPIA), Texas Government Code Chapter 552. Each party agrees to comply with the TPIA as interpreted by applicable judicial decisions and opinions of the Texas Attorney General. Information, documentation, and other material related to this Purchase Order or any resulting contract may be subject to public disclosure unless excepted from disclosure under the TPIA or other applicable law. Each party shall promptly notify the other of any public information request received that pertains to this agreement and shall cooperate in good faith in responding to such requests, subject to any applicable legal exceptions or confidentiality obligations.

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: Neither the County nor the Service Provider shall use the other party's name, logo, or other identifying likeness in any press release, marketing materials, public statement, or other announcement related to this Purchase Order or any resulting contract without the prior written approval of the other party. This provision does not restrict disclosures required by law or authorized under the Texas Public Information Act. Both parties agree to coordinate in good faith regarding any media inquiries or public communications concerning this agreement.

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. [redacted]marked **Exhibit "A"**;
B. Insurance certificates evidencing coverages required herein above and
C. Any Addendums 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.

[SIGNATURE PAGE TO FOLLOW]

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

Williamson County:

Authorized Signature

Hon. Steven Snell
County Judge

Date: Jul 30, 2025 ,20__

Texas Department of Criminal Justice
DBA Texas Correctional Industries:

Authorized Signature

Bill Lewis
Printed Name

Date: 7/17/25, 20__

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 18 2025 Time: 3:15 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 18 2025 Time: 7:01 am

Exhibit "A"

[redacted]

TEXAS DEPARTMENT OF CRIMINAL JUSTICE

TEXAS CORRECTIONAL INDUSTRIES

P O BOX 4013 HUNTSVILLE, Tx 77342-0099
1-800-833-4302 FAX (936) 437-8610

Customer Solicitation No: Date: 6/9/2025

Company: Williamson County DA	**RAMSEY QuoteNo:** [redacted]
Contact Name: [redacted]	Expires: 60 Days
Address: 405 MLK	Estimated Delivery ARO:
Georgetown, TX 78626	Telephone: (512) 943-1238 Ext.
Email@Email: [redacted]	Fax:

Thank you for calling Texas Correctional Industries (TCI).
Please find below your requested custom item(s) quote.

Item #	Description	Qty	Each	Total
425-99-Chair(QO12387A001)	CHAIR, SENATE FLOOR, EMBROIDERED SEAL, W/DURANGO(DU-006) BLACK VINYL	1	$1,067.00	$1,067.00
425-99-Install20	OPTIONAL INSTALLATION	1	$20.00	$20.00
	TOTAL:			**$1,087.00**

***Notes: Please allow 120 to 150 days for delivery, Thank You.

TCI MUST BE GIVEN THE FINAL OPPORTNITY TO MEET
OR BEAT THE LOWEST PRICE. TEX. GOV'T CODE 497.0025c

The above quote number should be included and referenced in any subsequent purchase order(s). Orders for custom items are considered final and cannot be returned. Should you require a proof or layout please contact tci@tdcj.texas.gov. TCI sinerely appreciates this opportunity to quote your requested items. Should you need any additional information, please feel free to contact us at 1-800-833-4302

Agenda Item #18, CC 07.29.2025 Approval of Goods and Service Agreement for TCI Furniture Purchase with DA's Office (Sandra)

Final Audit Report 2025-07-31

Created:	2025-07-28
By:	Cheryl Johnson [redacted]
Status:	Signed
Transaction ID:	CBJCHBCAABAAriCWCogTp5EnAV5J4PkMnhfZuYAqWE0j

"Agenda Item #18, CC 07.29.2025 Approval of Goods and Service Agreement for TCI Furniture Purchase with DA's Office (Sandra)" History

[redacted]

Agreement completed.
2025-07-31 - 2:04:27 AM GMT

Powered by Adobe Acrobat Sign

Commissioners Court - Regular Session **50.**

Meeting Date: 12/30/2025

Approval of Goods and Services Contract #2025292 with Texas Correctional Industries for Furniture at the District Attorney'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 action on approving the amendment to Contract #20252924 with Texas Correctional Industries for the purchase and installation of office furniture at the District Attorney's Office, originally approved on 07-29-2025, agenda item #20.

Public Background

Approval of Amendment to Contract #20252924. The District Attorney’s Office is purchasing office furniture from Texas Correctional Industries, which will also provide installation. This purchase was originally planned for FY25, but the order did not ship before the end of the fiscal year. This amendment extends the delivery completion date. The contract was originally approved by the Commissioners Court on 07-29-2025, agenda item #20. A 1295 Form is not needed. The funding source is 01.0100.0440.003005. The Point of Contact is Doreen Meyers.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Amendment

Original Service Agreement

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:10 PM
Form Started By: Cheryl Johnson		Started On: 12/11/2025 03:48 PM
Final Approval Date: 12/21/2025		

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

AMENDMENT TO
WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
Texas Department of Criminal Justice DBA Texas Correctional Industries

[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 AMENDMENT TO THE SERVICES AND GOODS CONTRACT ("Amendment") is entered into as of the last party's execution hereof, by and between **Williamson County, Texas** ("County"), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Texas Department of Criminal Justice DBA Texas Correctional Industries** ("Service Provider"), both of which are referred to herein as the parties.

WHEREAS, the County and Service Provider entered into a Service Contract, dated effective July 30, 2025 (the "Contract"), setting forth the terms and conditions pursuant to which Service Provider agreed to provide certain services;

WHEREAS, the Parties desire to amend the Contract to extend the effective date and term due to delays in receiving materials.

NOW THEREFORE, the Parties agree that the Contract is amended as follows:

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 ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in **Exhibit "A"** shall

be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before September 30, 2026, 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.

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

A. The Original Williamson County Services and Goods Contract, and its Exhibits approved July 30, 2025, incorporated by reference;
B. This Amendment.

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

II. All other terms of the Agreement which have not been specifically amended herein shall remain the same and shall continue in full force and effect.

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

In all other respects, the Agreement is reaffirmed.

The undersigned parties bind themselves to the faithful performance of this Amendment. It is mutually understood that this Amendment shall not become effective until signed by both parties below.

WILLIAMSON COUNTY:

_____
County Judge/Presiding Officer

_____
Printed Name

Date: _____, 20___

Texas Department of Criminal Justice
DBA Texas Correctional Industries:

_____
Authorized Signature

Bill Lewis
Printed Name

Date: 12/12/25, 20___

51

Texas Department of Criminal Justice
Huntsville, TX 77342-4013
Texas Correctional Industries

[redacted]

TCI Quote

Date	Quote #
11/5/2025	[redacted]

Delivery ARO
90-120 days

Ship To
Williamson County 405 S. MLK-Box 7 Georgetown, TX. 78626

Quote Contact	[redacted]
Quote Phone	[redacted]

Marketer	HH

All deliveries are FOB Destination. Please reference the above quote number in any subsequent purchase order(s). Purchase orders should be sent to tci@tdcj.texas.gov. TCI sincerely appreciates this opportunity to quote your requested items. Should you need any additional information, please feel free to contact us.
Quotes are valid for 30 days.

Item	Smartbu...	Description	U/M	Qty	Price	Total
425-08-250653	425-A5	Chair, Constitutional, State Seal Upholstery: CA-019 (Caressa Bittersweet) Stain: Walnut	ea	4	408.00	1,632.00
425-08-050269		Seal, 1 Color, Custom Embroidery - 26th court seal	ea	4	55.00	220.00
Install		Installation - Optional	ea	4	20.00	80.00
425-08-300722	425-A5	Chair, Club, Diamond Tufted Seat & Back, Brass Nail Trim Stain: Walnut Upholstery: CA-019 (Caressa Bittersweet)	ea	2	525.00	1,050.00
Install		Installation - Optional	ea	2	20.00	40.00
425-03-361455		Bookcase, SH Series, 4 Shelves, Laminate Top, 38"W x 14"D x 70"H Stain: Walnut	ea	1	578.00	578.00
Install		Installation - Optional	ea	1	25.00	25.00

Total

51

Texas Department of Criminal Justice
Huntsville, TX 77342-4013
Texas Correctional Industries

[redacted]
E-mail tci@tdcj.texas.gov

TCI Quote

Date	Quote #
11/5/2025	0[redacted]

Delivery ARO
90-120 days

Quote Contact	[redacted]
Quote Phone	[redacted]

Ship To

Williamson County
405 S. MLK-Box 7
Georgetown, TX. 78626

Marketer	HH

All deliveries are FOB Destination. Please reference the above quote number in any subsequent purchase order(s). Purchase orders should be sent to tci@tdcj.texas.gov. TCI sincerely appreciates this opportunity to quote your requested items. Should you need any additional information, please feel free to contact us.
Quotes are valid for 30 days.

Item	Smartbu...	Description	U/M	Qty	Price	Total
425-41-311058		File, SH Series, Lateral, 2 Drawer, Brass Pulls, Laminate Top 38"W x 21"D x 30"H Stain: Walnut	ea	1	533.00	533.00
Install		Installation - Optional	ea	1	30.00	30.00
425-21-002400		Sam Houston Adjustable Height Desk, 60" x 30", Without Drawer Stain: Walnut	ea	1	1,550.00	1,550.00
425-08-250653	425-A5	Chair, Constitutional, State Seal Upholstery: DU-006 (Durango Black) Stain: Walnut	ea	8	408.00	3,264.00
425-08-050269		Seal, 1 Color, Custom Embroidery - 26th court seal	ea	8	55.00	440.00
Install		Installation - Optional	ea	8	20.00	160.00

Total $9,602.00

WILLIAMSON COUNTY
GOODS AND SERVICES CONTRACT
Texas Department of Criminal Justice DBA Texas Correctional Industries
[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 GOOD AND 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 **Texas Department of Criminal Justice DBA Texas Correctional Industries** (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 and purchase goods described herein pursuant to the following terms, conditions, and restrictions:

I.

Goods: Service Provider shall provide County the goods described in **Quote #0602WCDAHH** attached and 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.

II.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The services include but are not limited to the services and work described in **Exhibit "A,"** which is incorporated herein to the extent the Quote meets or exceeds the requirements of County's solicitation, if applicable.

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

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

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 ("Effective Date") and shall continue until the Project Completion Date or when terminated pursuant to this Contract, whichever event occurs first. The Project Completion Date is defined as the date by which all services and obligations outlined in **Exhibit "A"** shall be fully performed and delivered to the satisfaction of the County. The parties acknowledge and agree that the Project Completion Date is initially set to be on or before 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". The not-to-exceed amount for the life of this Contract shall be **Nine Thousand, Six Hundred Two Dollars ($9,602.00).**

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. 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.

Workers' Compensation Insurance: The Service Provider, which is a state agency, is self-insured for workers' compensation coverage through the State Office of Risk Management (SORM), in accordance with Chapter 501 of the Texas Labor Code. The Service Provider shall be responsible for administering and providing workers' compensation benefits to its employees in compliance with applicable state laws and regulations. No additional workers' compensation insurance shall be required of the Service Provider under 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.

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: The 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 any records maintained by the Service Provider that are directly pertinent to the goods or services provided under this Contract, to the

extent permitted by law and applicable agency policy. The County shall coordinate with the Service Provider to schedule any such review during normal business hours and with reasonable advance notice. Access shall be subject to the Service Provider's security protocols and operational requirements.

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: Both the County and the Service Provider acknowledge that they are governmental bodies subject to the Texas Public Information Act (TPIA), Texas Government Code Chapter 552. Each party agrees to comply with the TPIA as interpreted by applicable judicial decisions and opinions of the Texas Attorney General. Information, documentation, and other material related to this Purchase Order or any resulting contract may be subject to public disclosure unless excepted from disclosure under the TPIA or other applicable law. Each party shall promptly notify the other of any public information request received that pertains to this agreement and shall cooperate in good faith in responding to such requests, subject to any applicable legal exceptions or confidentiality obligations.

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: Neither the County nor the Service Provider shall use the other party's name, logo, or other identifying likeness in any press release, marketing materials, public statement, or other announcement related to this Purchase Order or any resulting contract without the prior written approval of the other party. This provision does not restrict disclosures required by law or authorized under the Texas Public Information Act. Both parties agree to coordinate in good faith regarding any media inquiries or public communications concerning this agreement.

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 [redacted]
B. [redacted] ired herein above and
C. Any Addendums 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.

[SIGNATURE PAGE TO FOLLOW]

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

Williamson County:

Authorized Signature

Hon. Steven Snell
County Judge

Date: Jul 30, 2025, 20___

Texas Department of Criminal Justice
DBA Texas Correctional Industries:

Authorized Signature

Bill Lewis
Printed Name

Date: 7/17/25, 20___

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Jul 18 2025 Time: 3:22 pm

Reviewed by Contract Audit
SARA GREER, CGAP
Contract Auditor
Williamson County Auditor's Office
Date: Jul 18 2025 Time: 7:08 am

51

Texas Department of Criminal Justice
Huntsville, TX 77342-4013
Texas Correctional Industries

[redacted]

TCI Quote

Date	Quote #
6/2/2025	0602WCDAHH

Delivery ARO
90-120 days

Ship To
[redacted]

Quote Contact	[redacted]
Quote Phone	[redacted]

Marketer	HH

All deliveries are FOB Destination. Please reference the above quote number in any subsequent purchase order(s). Purchase orders should be sent to [redacted] sincerely appreciates this opportunity to quote your requested items. Should you need any additional information, please feel free to contact us. Quotes are valid for 30 days.

Item	Smartbu...	Description	U/M	Qty	Price	Total
425-08-250653	425-A5	Chair, Constitutional, State Seal Upholstery: CA-019 (Caressa Bittersweet) Stain: Walnut	ea	4	408.00	1,632.00
425-08-050269		Seal, 1 Color, Custom Embroidery - 26th court seal	ea	4	55.00	220.00
Install		Installation - Optional	ea	4	20.00	80.00
425-08-300722	425-A5	Chair, Club, Diamond Tufted Seat & Back, Brass Nail Trim Stain: Walnut Upholstery: CA-019 (Caressa Bittersweet)	ea	2	525.00	1,050.00
Install		Installation - Optional	ea	2	20.00	40.00
425-03-361455		Bookcase, SH Series, 4 Shelves, Laminate Top, 38"W x 14"D x 70"H Stain: Walnut	ea	1	578.00	578.00
Install		Installation - Optional	ea	1	25.00	25.00

Total

51

Texas Department of Criminal Justice
Huntsville, TX 77342-4013
Texas Correctional Industries

[redacted]

TCI Quote

Date	Quote #
6/2/2025	[redacted]

Delivery ARO
90-120 days

Ship To
Williamson County 405 S. MLK-Box 7 Georgetown, TX. 78626

Quote Contact	[redacted]
Quote Phone	[redacted]

Marketer	HH

All deliveries are FOB Destination. Please reference the above quote number in any subsequent purchase order(s). Purchase orders should be sent to tci@tdcj.texas.gov. TCI sincerely appreciates this opportunity to quote your requested items. Should you need any additional information, please feel free to contact us. Quotes are valid for 30 days.

Item	Smartbu...	Description	U/M	Qty	Price	Total
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425-21-002400		Sam Houston Adjustable Height Desk, 60" x 30", Without Drawer Stain: Walnut	ea	1	1,550.00	1,550.00
425-08-250653	425-A5	Chair, Constitutional, State Seal Upholstery: DU-006 (Durango Black) Stain: Walnut	ea	8	408.00	3,264.00
425-08-050269		Seal, 1 Color, Custom Embroidery - 26th court seal	ea	8	55.00	440.00
Install		Installation - Optional	ea	8	20.00	160.00

Total	$9,602.00

Agenda Item #20, CC 07.29.2025 Approval of Goods and Services Agreement with TCI for Furniture purchase with DA's Office (Sandra)

Final Audit Report 2025-07-31

Created:	2025-07-28
By:	Cheryl Johnson (cheryl.johnson@wilco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ7orQmvVfuKTwvZ_uQ2aLjYYEY0C6y4w

"Agenda Item #20, CC 07.29.2025 Approval of Goods and Servi ces Agreement with TCI for Furniture purchase with DA's Office (Sandra)" History

Document created by Cheryl Johnson (cheryl.johnson@wilco.org)
2025-07-28 - 9:49:18 PM GMT- IP address: 107.181.62.237

Document emailed to Delia Colon (delia.colon@wilcotx.gov) for delegation
2025-07-28 - 9:57:18 PM GMT

Email viewed by Delia Colon (delia.colon@wilcotx.gov)
2025-07-28 - 9:57:44 PM GMT- IP address: 66.76.4.65

Document signing delegated to Steve Snell (steve.snell@wilcotx.gov) by Delia Colon (delia.colon@wilcotx.gov)
2025-07-29 - 5:30:21 PM GMT- IP address: 66.76.4.65

Document emailed to Steve Snell (steve.snell@wilcotx.gov) for signature
2025-07-29 - 5:30:21 PM GMT

Email viewed by Steve Snell (steve.snell@wilcotx.gov)
2025-07-31 - 2:39:12 AM GMT- IP address: 107.127.13.25

Document e-signed by Steve Snell (steve.snell@wilcotx.gov)
Signature Date: 2025-07-31 - 2:40:33 AM GMT - Time Source: server- IP address: 107.127.13.25

Agreement completed.
2025-07-31 - 2:40:33 AM GMT

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Adobe
Acrobat Sign

Commissioners Court - Regular Session **51.**

Meeting Date: 12/30/2025

Approval of the amendment to Contract #2025269 between Williamson County and LexisNexis Risk Solutions FL Inc. for services provided to the Williamson County 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 regarding an amendment to the agreement between Williamson County and LexisNexis Risk Solutions FL Inc. relating to the participation of the Williamson County Sheriff's Office in the Austin Police Department's Austin Regional Intelligence Center (ARIC). The Sheriff's Office participation in ARIC was originally approved by the Commissioners Court on September 6, 2016, Item #67, and this item also addresses updates to the LexisNexis Agreement Contract #2025269 approved on July 1, 2025, Agenda Item #21.

Public Background

Request approval for the agreement between Williamson County and LexisNexis Risk Solutions FL Inc. for the benefit of the Williamson County Sheriff's Office. This agreement supports the Sheriff's Office's participation in the Austin Police Department's Austin Regional Intelligence Center ARIC. The Sheriff's Office is an established ARIC partner as previously approved by Commissioners Court on September 6, 2016, Item #67 and this item also reflects the relationship with LexisNexis, Agreement Contract #2025269 approved on July 1, 2025, Agenda Item #21. The Sheriff's Office will use the annual sustainment budget to access Real Time Crime Center search services on an as-needed basis provided by LexisNexis through funding source 01.0100.0560.004100 point of contact Virginia Johnson.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

LexisNexis Realtime Crime Center and Austin Police Department's ARIC Amendment

LexisNexis Original Agreement

Original Agreement between COA and WIlco

1295 document

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2025 11:12 AM
Form Started By: Cheryl Johnson		Started On: 12/08/2025 09:42 AM
Final Approval Date: 12/19/2025		

NON-FCRA PERMISSIBLE USE CERTIFICATION – GOVERNMENT

Customer (Agency) Name: Williamson County Sheriff's Office
DBA: Williamson County Sheriff's Office
Address: 508 S. Rock Street
City, State, Zip:
REQUIRED Please describe your purpose of use:

Criminal Investigations

Definitions. Gramm-Leach-Bliley Act, (15 U.S.C. § 6801, et seq.) and related state laws (collectively, the "GLBA")
Drivers Privacy Protection Act, (18 U.S.C. § 2721 et seq.) and related state laws (collectively, the "DPPA")

Law Enforcement Agencies Only: Review and, if appropriate, certify to the following: Customer represents and warrants that it will use the LN Services solely for law enforcement purposes, which comply with applicable privacy laws including, but not limited to the GLBA and the DPPA. To certify, check here: ☒ Proceed to SECTION 3. QUALIFIED ACCESS

SECTION 1. GLBA EXCEPTION/PERMISSIBLE PURPOSE - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display nonpublic personal information that is governed by the privacy provisions of the GLBA. Customer certifies it has the permissible purposes under the GLBA to use and/or obtain such information, as marked below, and Customer further certifies it will use such information obtained from LN Services only for such purpose(s) selected below or, if applicable, for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No applicable GLBA exception/permissible use. Proceed to SECTION 2. DPPA PERMISSIBLE USES

(At least one (1) must be checked to be permitted access to GLBA data)

☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
☐	As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer by verifying the identification information contained in applications.
☐	To protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability.
☐	In required institutional risk control programs.
☐	In resolving consumer disputes or inquiries.
☐	Use by persons, or their representatives, holding a legal or beneficial interest relating to the consumer.
☐	Use by persons acting in a fiduciary or representative capacity on behalf of the consumer.
☐	In complying with federal, state, or local laws, rules, and other applicable legal requirements.
☐	To the extent specifically permitted or required under other provisions of law and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies (including a Federal functional regulator, the Secretary of Treasury, a State insurance authority, or the Federal Trade Commission), self-regulatory organizations, or for an investigation on a matter related to public safety.

SECTION 2. DPPA PERMISSIBLE USES - NOT APPLICABLE TO LAW ENFORCEMENT

Some LN Services use and/or display personal information, the use of which is governed by the DPPA. Customer certifies it has a permissible use under the DPPA to use and/or obtain such information and Customer further certifies it will use such information obtained from LN Services only for one (1) or more of the purposes selected below or for the purpose(s) indicated by Customer electronically while using the LN Services, which purpose(s) will apply to searches performed during such electronic session:

☐ No permissible use. Proceed to SECTION 3. QUALIFIED ACCESS

(At least one (1) must be checked to be permitted access to DPPA data)

☐	For use in connection with any civil, criminal, administrative, or arbitral proceeding in any federal, state, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.

☐	For use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only— **(A)** to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and **(B)** if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by, pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
☐	Use by a government agency, but only in carrying out its functions.
☐	Use by any person acting on behalf of a government agency, but only in carrying out the agency's functions.
☐	Use by an insurer (or its agent) in connection with claims investigation activities or antifraud activities.
☐	In connection with motor vehicle safety or theft, or driver safety (except by or for a motor vehicle manufacturer).
☐	Use by an employer or its agents or insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under Chapter 313 of Title 49 of the United States Code.
☐	For use in providing notice to the owners of towed or impounded vehicles.
☐	For use in connection with the operation of private toll transportation facilities.

With regard to the information that is subject to the DPPA, some state laws' permissible uses may vary from the permissible uses identified above. In such cases, some state information may not be available under each permissible use listed above and/or Customer may be asked to certify to a permissible use permitted by applicable state law to obtain information from a specific state.

Customer agrees and certifies it will use the information described above only in accordance with the permissible uses selected above or those selected subsequently in connection with a specific information request.

SECTION 3. QUALIFIED ACCESS

Certain users ("Authorized Users") may be able to obtain full social security numbers (nine (9) digits) and driver's license numbers (collectively, "QA Data"), when appropriate, through some LN Services. Only those users that are within the Authorized User List below, and that use QA Data for an Authorized Use identified below, may qualify. To potentially qualify as an Authorized User, Customer must certify that its business is within the Authorized User List below and its use of QA Data is within the Authorized Use List below.

☐ Customer is **NOT** requesting access to QA Data. Proceed to SECTION 4. DEATH MASTER FILE

☒ Customer is requesting access to QA Data. Complete the sections below.

What department will be using QA Data? CID / SIG (Criminal Investigations Division & Strategic Intelligence Group)

SOCIAL SECURITY NUMBERS

☐ Not an authorized user. Proceed to DRIVER'S LICENSE NUMBERS

1. AUTHORIZED USER (At least one (1) must be checked to receive Social Security Numbers)

☒	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Social Security Numbers)

☒	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☒	Identity verification.

☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Social Security Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

DRIVER'S LICENSE NUMBERS

☐ Not an authorized user. Proceed to SECTION 4. DEATH MASTER FILE

1. AUTHORIZED USER (At least one (1) must be checked to receive Driver's License Numbers)

☒	Federal, state or local government agency with law enforcement responsibilities.
☐	Special investigative unit, subrogation department and claims department of a private or public insurance company for the purposes of detecting, investigating or preventing fraud.
☐	Financial institution for the purposes of (a) detecting, investigating or preventing fraud, (b) compliance with federal or state laws or regulations, (c) collecting debt on their own behalf, and (d) such other uses as shall be appropriate and lawful.
☐	Collection department of a creditor.
☐	Collection company acting on behalf of a creditor or on its own behalf.
☐	Other public or private entity for the purpose of detecting, investigating or preventing fraud. Describe your business:

2. AUTHORIZED USE (At least one (1) must be checked to receive Driver's License Numbers)

☒	Location of suspects or criminals.
☐	Location of non-custodial parents allegedly owing child support and ex-spouses allegedly owing spousal support.
☐	Location of individuals alleged to have failed to pay taxes or other lawful debts.
☒	Identity verification.
☐	Other uses similar to those described above. Describe your use:

By selecting above, the Customer certifies that it is an Authorized User, and that it will use Driver's License Numbers only for the purpose(s) it designated on the Authorized Use List and for no other purpose(s).

SECTION 4. DEATH MASTER FILE

For access to Limited Access DMF Data only.

☐ No permissible purpose. Proceed to AUTHORIZATION AND ACCEPTANCE OF TERMS

I. Definitions. For purposes of this Certification, these terms are defined as follows:

a. **DMF Agreement:** The Limited Access Death Master File Non-federal Licensee Agreement for Use and Resale executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The DMF Agreement form is found at www.lexisnexis.com/risk/DMFDocuments.

b. **Certification Form:** The Limited Access Death Master File Subscriber Certification Form executed by LexisNexis Risk Data Retrieval Services LLC, on behalf of itself, its affiliates and subsidiaries, and its and their successors, with the federal government (NTIS, as below defined). The Certification Form is found at www.lexisnexis.com/risk/DMFDocuments.

c. **DMF**: The federal Death Master File.

d. **NTIS:** National Technical Information Service, U.S. Department of Commerce

e. **Open Access DMF:** The DMF product made available through LN, which obtains the data from NTIS, and which does not include DMF with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Open Access DMF data should not be accessed pursuant to this Certification but should be accessed pursuant to a customer contract for such DMF data that is not Limited Access DMF.

f. **Limited Access DMF**: Limited Access DMF includes DMF data with respect to any deceased individual at any time during the three-calendar-year period beginning on the date of the individual's death. Limited Access DMF is made available through LN as a Certified Person, by NTIS. This Certification governs Customer's access to Limited Access DMF

from LN (or the applicable LN affiliate), whether full or partial Limited Access DMF records or indicators of deceased status, and via any format, including online, XML feed, or in-house file processing through LN.

II. Certification.

Customer's access to the Limited Access DMF requires certification of purpose, as required by 15 CFR Part 1110 and section 1001 of Title 18, United States Code. Customer hereby certifies that it has the indicated permissible purpose(s) under part (a) of this Section II ("Certification") and that it meets the requirements of part (b) of this Section II:

(a) Such Customer has a legitimate fraud prevention interest, or has a legitimate business purpose pursuant to a law, governmental rule, regulation, or fiduciary duty, will use the Limited Access DMF only for such purpose(s), and specifies the basis for so certifying as (choose any applicable purposes that apply to Customer's use):

☒ **Legitimate Fraud Prevention Interest:** Customer has a legitimate fraud prevention interest to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

☒ **Legitimate Business Purpose Pursuant to a Law, Governmental Rule, Regulation, or Fiduciary Duty:** Customer has one or more of the purposes permitted under 42 USC 1306c including fraud prevention and ID verification purposes. Customer's specific purpose(s) for obtaining Limited Access DMF data under this Certification is:

- ☒ Fraud Prevention and identity verification purposes
- ☒ For uses permitted or required by law
- ☒ For uses permitted or required by governmental rules
- ☒ For uses permitted or required by regulation
- ☒ For uses necessary to fulfill or avoid violating fiduciary duties

and

(b) Customer has systems, facilities, and procedures in place to safeguard Limited Access DMF, and experience in maintaining the confidentiality, security, and appropriate use of such information, pursuant to requirements similar to the requirements of section 6103(p)(4) of the Internal Revenue Code of 1986, and

(c) Customer agrees to satisfy the requirements of such section 6103(p)(4) as if such section applied to Customer.

III. Flow-down Agreement Terms and Conditions

The Parties agree that the following terms and conditions are applicable to Recipient and ordering, access to, and use of Limited Access DMF:

1. **Compliance with Terms of Agreement and CFR.** Recipient of Limited Access DMF must comply with the terms of the Agreement and the requirements of 15 CFR Part 1110, as though set forth as a Subscriber therein, and Recipients may not further distribute the Limited Access DMF.
2. **Change in Status**. Should Recipient's status change such that it would no longer have a permissible purpose to access Limited Access DMF under this Addendum, Recipient agrees to immediately notify LN in writing in the manner and format required for notices under the Contract. Should Recipient cease to have access rights to Limited Access DMF, Recipient shall destroy all Limited Access DMF, and will certify to LN in writing that is has destroyed all such DMF.
3. **Security and Audit**. Recipient will at all times have security provisions in place to protect the Limited Access DMF from being visible, searchable, harvestable or in any way discoverable on the World Wide Web. Recipient understands that any successful attempt by any person to gain unauthorized access to or use of the Limited Access DMF provided by LN may result in immediate termination of Recipient's access and this Addendum. In addition, any successful attempt by any person to gain unauthorized access may under certain circumstances result in penalties as prescribed in 15 CFR § 1110.200 levied on Recipient and the person attempting such access. Recipient will take appropriate action to ensure that all persons accessing the Limited Access DMF it obtains from LN are aware of their potential liability for misuse or attempting to gain unauthorized access. Any such access or attempted access is a breach, or attempted breach, of security and Recipient must immediately report the same to NTIS at dmfcert@ntis.gov; and to LN by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375). Recipient agrees to be subject to audit by LN and/or NTIS to determine Recipient's compliance with the requirements of this Addendum, the Agreement, and 15 CFR Part 1110. Recipient agrees to retain a list of all employees, contractors, and subcontractors to which it provides Limited Access DMF and to make that list available to NTIS and/or LN as part of any audits conducted hereunder. Recipient will not resell or otherwise redistribute the Limited Access DMF.
4. **Penalties.** Recipient acknowledges that failure to comply with the provisions of paragraph (3) of the Certification Form may subject Recipient to penalties under 15 CFR § 1110.200 of $1,000 for each disclosure or use, up to a maximum of $250,000 in penalties per calendar year, or potentially uncapped for willful disclosure.

5. **Law, Dispute Resolution, and Forum.** Recipient acknowledges that this Addendum is governed by the terms of federal law. Recipient acknowledges that the terms of Section 14 of the Agreement govern disagreement handling, and, without limitation to the foregoing, that jurisdiction is federal court.
6. **Liability.** The U.S. Government/NTIS and LN (a) make no warranty, express or implied, with respect to information provided under the Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assume no liability for any direct, indirect or consequential damages flowing from any use of any part of the Limited Access DMF, including infringement of third party intellectual property rights; and (c) assume no liability for any errors or omissions in Limited Access DMF. The Limited Access DMF does have inaccuracies and NTIS and the Social Security Administration (SSA), which provides the DMF to NTIS, and LN, do not guarantee the accuracy of the Limited Access DMF. SSA does not have a death record for all deceased persons. Therefore, the absence of a particular person in the Limited Access DMF is not proof that the individual is alive. Further, in rare instances, it is possible for the records of a person who is not deceased to be included erroneously in the Limited Access DMF. Recipient specifically acknowledges the terms of Attachment B to the Agreement, which terms apply to Recipient.
7. **Indemnification.** To the extent not prohibited by law, Recipient shall indemnify and hold harmless LN and NTIS and the Department of Commerce from all claims, liabilities, demands, damages, expenses, and losses arising from or in connection with Recipient's, Recipient's employees', contractors', or subcontractors' use of the Limited Access DMF. This provision will include any and all claims or liability arising from intellectual property rights.
8. **Survival**. Provisions hereof related to indemnification, use and protection of Limited Access DMF, audit, disclaimer of warranties, and governing law shall survive termination of this Addendum.
9. **Conflict of Terms.** Recipient acknowledges that the terms of this Addendum, in the event of conflict with the terms of the Contract, apply in addition to, and not in lieu of, such Contract terms, with respect to the Limited Access DMF only.

AUTHORIZATION AND ACCEPTANCE OF TERMS

I HEREBY CERTIFY that I have direct knowledge of the facts stated above and that I am authorized to execute this Certification on behalf of the Customer listed above.

CUSTOMER

Signature _____

Print Name _____

Title _____

Dated _____

LexisNexis Risk Solutions Government Application & Agreement

The information submitted on this Application will be used to determine the applicant's eligibility for accessing the services and products of LexisNexis Risk Solutions FL Inc. and its affiliates (hereinafter "LN"). To avoid delay, please provide all information requested. By submitting this Application, the applicant hereby authorizes LN to independently verify the information submitted and perform research about the individuals identified. Acceptance of this Application does not automatically create a business relationship between LN and the applicant. LN reserves the right to reject this Application with or without cause and to request additional information. Applicant acknowledges and understands that LN will only allow applicant access to the LN Services if applicant's credentials can be verified in accordance with LN's internal credentialing procedures.

Section I – Agency Information – please do not use abbreviations	
Full legal name of agency: Williamson County Sheriff's Office	Main phone number for address*: 512-943-1300 *If this is a cell, additional documents may be required
If this application is for an additional account, Parent account number:	Fax number:
Physical Address where LN services will be accessed – P.O. Box/Mail Drops cannot be accepted (street, city, state, zip): 508 S. Rock Street Georgetown, TX. 78626	Previous address if at the current address less than 6 mos:
Website address: https://www.wilcotx.gov/637/Sheriffs-Office	External Agency IP Address (https://www.whatismyIP.com):
External Agency IP Range – From:	External Agency IP Range – To:

Agency information:

☐ Federal Government	☐ Federal Law Enforcement	☐ Local/Municipal Government
☐ State Government	☐ State Law Enforcement	☒ Local/Municipal Law Enforcement
☐ Other (please explain):		

Section II – Administrator and Main Contact Information **(for additional administrators, please provide additional sheets)**	
Product Administrator or Main Contact (first & last name): Lt. Scott Mount	Title: Lieutenant
E-Mail Address: scott.mount@wilcotx.gov	Admin IP Address:

Section III – Billing Information	
Billing Contact (first & last name): check here if same as Administrator ☐ Austin Police Department, ARIC	Title:
Billing Address (street, city, state, zip):	Telephone:
E-Mail Address:	Sales Tax Exempt: ☐ No ☒ Yes – please provide proof of exemption

Do you require a PO number on invoice:

☒ No ☐ Yes If Yes, provide PO Number:

Section IV – Business-to-Business Vendor Reference	
Required for local and municipal agencies:	
Company Name:	Contact:
Business Address (street, city, state, zip):	Contact Phone Number:
E-mail Address:	Account Number (if applicable):

Section V – Site Visits	
Site visits may be required to assure Applicant eligibility for LN products or services. By submitting this Application, Applicant agrees to authorize a site visit by LN or its approved third-party, and agrees to cooperate in its completion. If the contact for coordinating the site visit is not identified above as the Administrator, please provide the site visit contact's information below:	
Contact Name: Lt. Scott Mount	Contact Phone: 512-943-8220
Contact Email Address: scott.mount@wilcotx.gov	

Section VI – Terms and Conditions
Terms and conditions governing the use of the LN Services are available online at http://www.lexisnexis.com/risk/masterterms/govemment and are incorporated into this Application & Agreement by reference as if stated in full herein. By signing below Applicant expressly certifies it has read the additional terms and conditions and agrees to be bound by them.

Signature	
I HEREBY CERTIFY that I am authorized to execute this Application & Agreement on behalf of the Agency listed above and that I have direct knowledge of the facts stated above.	
Applicant Signature:	Date Signed:
Applicant Name:	Title:

Accurint Virtual Crime Center/Accurint Crime Analysis/
LexisNexis Community Crime Map/
AVCC XML Addendum

Consortium Sub-Agency

This Accurint Virtual Crime Center/Accurint Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of Accurint Virtual Crime Center; Accurint Crime Analysis; LexisNexis Community Crime Map; and/or AVCC XML (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the Consortium Lead Agency City of Austin / Austin Police Department and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). As the Consortium Sub-Agency signing below ("Customer"), your use of the LN Services is subject to the Agreement signed by the Consortium Lead Agency identified above, and this Addendum. A substantially similar version of the Agreement may be found at http://www.lexisnexis.com/risk/masterterms/government/. The LN Services subscribed to herein will be AVCC. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

I. Public Safety Data Exchange Database

1. LN, as a vendor that processes information for its government customers, maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology such as LexID or data updates to allow LN's PSDEX customers to easily search and access information beyond their jurisdiction for analysis, investigations and reporting or other applications to accomplish their mission.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information (the "Customer Data Contribution") that it and other PSDEX customers may use for analysis, investigations and reporting or other applications to accomplish their mission.
3. LN's obligations.
    a. LN agrees to provide PSDEX information to Customer.
    b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
    c. LN agrees to provide all LN employees, with physical or logical access to Customer Data Contributions, level four security awareness training as defined and listed in the Criminal Justice Information Services (CJIS) Security Policy.
    d. LN agrees to access, store, and process Customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to LN's accessing, storage, and processing of such data.
4. Customer obligations.
    a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
    b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
    c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
    d. Customer agrees to access, store, and process other customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to Customer's accessing, storage, and processing of such data.
    e. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
    f. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not

unreasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.

Name: _____
Title: _____
Address: _____
_____
Phone: _____
Fax: _____
Email: _____

g. Customer agrees that it will access information contributed to PSDEX by other customers only through LN and any Customer employee permitted access to PSDEX by Customer shall be a CJI Authorized User/Personnel that has undergone appropriate Security Awareness Training as those terms are used in the CJIS Security Policy.
h. Customer agrees that, to the extent permitted under applicable law, LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's acts and omissions in reporting or updating Customer Data Contributions for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. General Terms

1. **LICENSE GRANT.** Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute the Customer Data Contributions (1) to PSDEX customers; and (2) by agreement by initialing below, a de-identified subset (e.g., crime type, date/time of the incident, and the area that the incident has occurred) to third-parties assisting the public with a view of de-identified crime data. For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions.

   Customer will not provide a de-identified subset of its data to third parties (initials _____).

2. **FBI CJIS SECURITY ADDENDUM.** This Addendum incorporates by reference the requirements of the FBI CJIS Security Policy and the FBI CJIS Security Addendum (FBI CJIS Security Policy Appendix H attached hereto as Exhibit A), as in force as of the date of this Addendum and as may, from time to time hereafter, be amended. The parties warrant that they have the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. The parties expressly acknowledge that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrant that their respective systems abide by those restrictions and limitations.
3. **GOOGLE GEOCODER.** LN uses Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
4. **DATA DISCLAIMER.** LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies. Due to the nature of the origin of public safety information, the data contained in PSDEX may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services aggregate and report data as provided by PSDEX customers and is not the source of the data, nor is it a comprehensive compilation of all law enforcement data. Before Customer relies on any data, it should be independently verified.
5. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites,

including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.

6. **OWNERSHIP OF SUBMITTED CONTENT.** All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by written request from Customer, all data will be retained by LN and remain accessible by others in accordance with the provisions of this Addendum.

AUTHORIZATION AND ACCEPTANCE

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

Required: Customer ORI number (Originating Agency Identifier): _____

CUSTOMER: _____

Signature: _____

Print: _____

Title: _____

Date: _____

Exhibit A

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

LexisNexis Risk Solutions

SCHEDULE A
Accurint for Law Enforcement Plus
(Per User Subscription)

Customer Name: **Williamson County Sheriff Office/CID-SIG**
Billgroup #: 153298G
LN Account Manager: **Mike Norfleet**

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint for Law Enforcement Plus services ("LN Services"), as set forth in the services agreement between Customer and LN or LN's affiliate(s) for the LN Services ("Agreement"), to which this Schedule A is incorporated by reference. The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc. ("LN"). Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports". The Master Service Agreement No. DIR-LGL-CALIR-01B (Master Service Agreement") is incorporated herein by reference and made part of this Schedule A.

1. SCHEDULE A TERM
The term of this Schedule A will be 8 months beginning February 1, 2020 (the "Initial Term"). Following the Initial Term, this Schedule A shall automatically renew for additional periods of twelve (12) months (each one, a "Renewal Term"), unless written notice of termination is provided to either party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. FEES
2.1 User Fees: The following table (the "Price Table") describes the agreed upon user fees (the "User Fees"):

PRICE TABLE	
Standard Features Fee (per user):	**$101.00**
Premium Features:	
Email Search	$0.00
Real Time Phone Search	$0.00
Total Monthly User Fees (per user):	**$101.00**
Minimum Number of Users	**4**
Total Monthly Minimum Amount	**$404.00**

All of the searches and reports included in the attached Price Schedule are referred to as the "Features". The User Fees include unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in the Price Table. User Fees shall be due each month for: (i) any User ID upon which any search occurs during a calendar month; and (ii) any User ID activated on Customer's account which was not used to perform any searches and is not suspended or terminated by the close of business on the last day of any calendar month. At the end of each 12-month period beginning on the effective date hereof, User Fees will be increased 0%.
2.2 Features Not Included: The following Features ("Excluded Features") are not included in the User Fees and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Advanced Sexual Offender Search
American Board of Medical Specialties Search and Report
Bankruptcy Docket Sheet
Bankruptcy Documents
Canadian Phones

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Comprehensive Healthcare Business and Provider Report
Court Search Wizard
Dun & Bradstreet Records
Dun & Bradstreet Search
DE Corporation Search and Report
FCRA Credit Reports
Flat Rate Comprehensive Healthcare Business and Provider Report
Identity Authenticate
Identity Verification
Law Enforcement Location Report
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Virtual Identity Search and Report
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.3 Payment Amount: Customer shall pay to LN each month the greater of: (i) the total User Fees and applicable Excluded Features fees; or (ii) the total monthly minimum amount(s) of $404.00.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **February 29, 2020**.

4. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Williamson County Sheriff Office/CID-SIG

Signed: T Ryle

Name: Tim Ryle

Title: Chief Deputy

Date: 2-5-2020

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Accurint for Law Enforcement Plus

(Updated September 5, 2019)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR LAW ENFORCEMENT PLUS FEATURES	PRICE
Accurint Mapping (Charged per layer)	$0.00
Advanced Motor Vehicle Search	$0.00
Advanced Person Alerts Update	$0.00
Advanced Person Search	$0.00
Advanced Sexual Offender Search	$2.00
Automated Valuation Model (AVM) Report	$0.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcy Search	$0.00
Bankruptcy Report	$0.00
Boolean Search	$0.00
Business Search	$0.00
Businesses In The News (not discountable)	$5.00
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included)	$0.00
CLIA Report	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Criminal Records	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00
Death Records	$0.00
Death Records Report	$0.00
Driver Licenses	$0.00
Dun & Bradstreet (not discountable)	$0.25
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Certifications (Report Included)	$0.00
Federal Civil Court Records Search	$0.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Internet Domains	$0.00
Liens & Judgments	$0.00
Lineup	$0.00
Marriages / Divorces Search	$0.00
Motor Vehicles Search	$0.00
Motor Vehicles Report	$0.00
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
NPI Data Search	$0.00
NPI Report	$0.00
Official Records Search (Report Included)	$0.00
Passport Validation	$0.00
People At Work Search	$0.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$0.00
-51 - 250	$0.00
-251 - 500	$0.00
-501 - 1,000	$0.00
-1,001 - 5,000	$0.00
-5,001 - 25,000	$0.00
-25,001 - 100,000	$0.00
Person Search	$0.00
Phones Plus	$0.50
Professional Licenses (Report Included)	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Phone Search	$0.50
Relavint Plus Link Analysis (per diagram)	$0.00
Reverse Lookup	$0.00
Sexual Offenders (Report Included)	$0.00
USA Patriot Act	$0.00
Virtual Identity Search & Report	$2.00
Watercraft	$0.00
Watercraft Report	$0.00
Wildcard Search	$0.00

Customized Schedule A

Accurint for Law Enforcement Plus (Per User Subscription - Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

WorkPlace Locator (not discountable)	$3.50
Reports:	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00
Business Link Report	$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And Corporate Affiliations.	$0.00
Law Enforcement Location Report (charged per search)	$1.00
Relatives, Neighbors, & Associates Report	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00
-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-Internet Domain Names	$0.00
-Liens and Judgments	$0.00

Customized Schedule A

Accurint for Law Enforcement Plus (Per User Subscription - Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	$0.00
Additional Report Options:	--
-Associates	$0.00
-Bankruptcy	$0.00
-Criminal Records	$0.00
-DEA Controlled Substances License Search	$0.00
-Driver Licenses Information	$0.00
-Email Search	$0.40
-Federal Firearms & Explosives License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
-National Motor Vehicle Accident Search & Report	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
-People At Work	$0.00
-Phones Plus	$0.50
-Professional Licenses (Report Included)	$0.00
-Properties	$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	$3.50
-Relatives (Up to 3 Degrees of Separation)	$0.00
-Sexual Offenders	$0.00
-Supplemental Data Sources	$0.00
-UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.50
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50

Customized Schedule A

Accurint for Law Enforcement Plus (Per User Subscription - Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25
-Business Affiliations	$0.50
-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50
-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Batch Person Search	$0.50
Batch Telephone	$0.10
Deceased Person	$0.25
Real Time Phone Search	$0.50

Customized Schedule A

Accurint for Law Enforcement Plus (Per User Subscription - Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Accurint for Law Enforcement

(Updated September 5, 2019)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of $0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE	
ACCURINT FOR LAW ENFORCEMENT FEATURES	PRICE
Advanced Motor Vehicle Search	$0.00
Advanced Person Alerts Update	$0.00
Advanced Person Search	$0.00
Automated Valuation Model (AVM) Report	$0.00
American Board Of Medical Specialties Search	$1.00
American Board Of Medical Specialties Report	$5.00
Associates ("Next Steps")	$0.00
Bankruptcies, Liens & Judgments Search	$0.00
Bankruptcy Search	$0.00
Bankruptcy Report	$0.00
Bankruptcy Docket Sheet ($0.50 For First 5 Pages & $0.20 Per Page Thereafter) (not discountable)	$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of $6 Per Document) (not discountable)	$0.20
Boolean Search	$0.00
Business Credit	$0.00
Business Credit Report	$0.00
Business Search	$0.00
Businesses In The News (not discountable)	$5.00
Canadian Phones	$0.40
Case Audit Compliance	$0.00
Case Connect Deconfliction Alerts	$0.00
Civil Courts Search (Report Included)	$0.00
CLIA Report	$0.00
Concealed Weapons Permit	$0.00
Corporation Filings (Report Included Except In Delaware)	$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	$40.00
-County Criminal - 7 Year (not discountable)	$25.00
-County Criminal - 10 Year (not discountable)	$30.00
-Federal Division Civil - 7 Year (not discountable)	$16.00
-Federal Division Civil - 10 Year (not discountable)	$25.00
-Federal Division Criminal - 7 Year (not discountable)	$16.00
-Federal Division Criminal - 10 Year (not discountable)	$25.00
-Statewide Criminal (not discountable)	$24.00
Criminal Records	$0.00
Criminal Records Report	$0.00
DEA Controlled Substances License Search	$0.00

Customized Schedule A

Accurint for Law Enforcement Plus (Per User Subscription - Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Death Records	$0.00
Death Records Report	$0.00
Delaware Corporations (not discountable)	$1.00
Delaware Corporations Report (not discountable)	$11.00
Disclosed Entity Service	$0.00
Driver Licenses	$0.00
Dun & Bradstreet (not discountable)	$0.25
Email Search	$0.40
FAA Aircraft (Report Included)	$0.00
FAA Pilots (Report Included)	$0.00
Federal Civil Court Records Search	$0.00
Federal Criminal Court Records Search	$0.00
Federal Firearms & Explosives	$0.00
Federal Employer ID Numbers (FEIN)	$0.00
Fictitious Business Name	$0.00
Foreclosures Search (Report Included)	$0.00
Hunting/Fishing Licenses	$0.00
Identity Authenticate (charged per search)	$1.25
Identity Verification (charged per search)	$0.60
Internet Domains	$0.00
Law Enforcement Location Report (charged per search)	$1.00
Liens & Judgments	$0.00
Liens & Judgments Report	$0.00
Marriages / Divorces Search	$0.00
Motor Vehicles Search	$0.00
Motor Vehicles Report	$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	$5.00
** Coverage and state fees are available in the product and are subject to change	--
MVR Wildcard Search	$0.00
National Motor Vehicle Accident Search & Report (not discountable)	$3.00
National UCC Filings (Report Included)	$0.00
NCPDP (National Council for Prescription Drug Programs) Search	$0.00
NCPDP (National Council for Prescription Drug Programs) Report	$0.00
Neighbors ("Next Steps")	$0.00
NPI Data Search	$0.00
NPI Report	$0.00
Official Records Search (Report Included)	$0.00
Passport Validation	$0.00
People At Work Search	$0.00
People In The News (not discountable)	$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	$0.00
-51 - 250	$0.00
-251 - 500	$0.00
-501 - 1,000	$0.00

Customized Schedule A

Accurint for Law Enforcement Plus (Per User Subscription - Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-1,001 - 5,000	$0.00
-5,001 - 25,000	$0.00
-25,001 - 100,000	$0.00
Professional Licenses (Report Included)	$0.00
Property Assessment Search	$0.00
Property Assessment Report	$0.00
Property Deed Search	$0.00
Property Deed Report (excluding Deed Image)	$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	$8.00
Property Search (Property Assessments, Deeds & Mortgages)	$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	$0.00
Provider Search	$0.25
Provider Report	$5.00
Provider Report Card (charged per search)	$5.00
Provider Sanction Search (charged per search)	$0.25
Provider Sanction Report	$5.00
Real Time Person Search (charged per search)	$3.50
Real Time Phone Search	$0.50
Relatives ("Next Steps")	$0.00
Relatives, Neighbors & Associates ("Next Steps")	$0.00
Relavint Visual Link Analysis (Per Diagram)	$0.00
Satellite Image Search	$0.00
Sexual Offenders (Report Included)	$0.00
USA Patriot Act	$0.00
Virtual Identity Search & Report	$2.00
Voter Registrations	$0.00
Watercraft	$0.00
Watercraft Report	$0.00
WorkPlace Locator (not discountable)	$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	$0.00
Business Link Report	$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	$0.00
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Address Summary and Phones Plus (optional).	$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Bankruptcy Filings And	$0.00

Corporate Affiliations.	
Summary Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Census Data, Bankruptcy Indicator, Property Indicator And Corporate Affiliations Indicator.	$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	$0.00
Additional Report Options:	--
-Bankruptcy	$0.00
-Businesses At Address	$0.00
-Concealed Weapons Permit Search	$0.00
-Criminal Records Search	$0.00
-Criminal Records Report	$0.00
-Driver Licenses At Address	$0.00
-Hunting/Fishing License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicles Registered At Address	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors At Address	$0.00
-Property Ownership Current / Previous	$0.00
-Sexual Offenders Search (Report Included)	$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	$0.00
Additional Report Options:	--
-Associated Businesses	$0.00
-Associated People	$0.00
-Bankruptcy	$0.00
-Business Registrations	$0.00
-Corporation Filings	$0.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.00
-Internet Domain Names	$0.00
-IRS 5500	$0.00
-Liens and Judgments	$0.00
-Motor Vehicles	$0.00
-Properties	$0.00
-UCC Filings	$0.00
-Watercraft	$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	$0.00
Additional Report Options:	--
-Associates	$0.00
-Bankruptcy	$0.00
-Criminal Records	$0.00
-DEA Controlled Substances License Search	$0.00
-Driver Licenses Information	$0.00
-Email Search	$0.40

Customized Schedule A

Accurint for Law Enforcement Plus (Per User Subscription - Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Federal Firearms & Explosives License Search	$0.00
-Liens And Judgments	$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	$0.00
-National Motor Vehicle Accident Search & Report	$0.00
-Neighborhood Profile (2010 Census)	$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	$0.00
-People At Work	$0.00
-Phones Plus	$0.00
-Professional Licenses (Report Included)	$0.00
-Properties	$0.00
-Real Time Vehicle Registrations (charged per search) (not discountable)	$3.50
-Relatives (Up to 3 Degrees of Separation)	$0.00
-Sexual Offenders	$0.00
-Supplemental Data Sources	$0.00
-UCC Filings	$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	$0.50
Additional Report Options:	--
-Associated Businesses	$1.00
-Associated People	$1.00
-Bankruptcy (charged per search)	$1.00
-Business Phone Matches	$0.25
-Business Registrations	$0.25
-Corporation Filings	$1.00
-Dun & Bradstreet Records (not discountable)	$3.75
-FAA Aircraft	$0.25
-Internet Domain Names	$0.25
-IRS 5500	$0.00
-Liens And Judgments (charged per search)	$0.25
-Motor Vehicles	$0.75
-Properties	$1.00
-Sanctions	$0.50
-UCC Filings	$0.50
-Verification	$0.75
-Watercraft	$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	$0.00
-Associates	$0.00
-Bankruptcy (charged per search) (not discountable)	$0.25
-Business Address Summary	$0.25
-Business Affiliations	$0.50

Customized Schedule A

Accurint for Law Enforcement Plus (Per User Subscription - Plan 44)

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Business Phone Matches	$0.25
-DEA Licenses	$0.25
-Degrees	$0.00
-Education	$0.50
-Group Affiliations	$0.50
-GSA Sanctions (charged per search)	$0.50
-Hospital Affiliations	$0.50
-Liens And Judgments (charged per search)	$0.25
-Medical Licenses (charged per search)	$1.00
-Possible Criminal Records (charged per search)	$0.25
-Professional Licenses (charged per search)	$1.00
-Sanctions (Disciplinary) (charged per search)	$0.50
-Sexual Offenses (charged per search)	$1.00
-Specialties	$0.00
-Verification	$0.75
Online Batch	
Advanced Person Search	$0.50
Deceased Person	$0.25
Address (Single)	$0.13
Address (Multiple)	$0.16
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Single)	$0.23
Waterfall Phones: Directory Assistance Match, Address And Name Variations, Co-Residents, Phones Plus & Relatives; Add-Ons Possible Relocation, Neighbors & People At Work (Multiple)	$0.25
Waterfall Phone with Address (single)	$0.25
Waterfall Phone with Address (multiple)	$0.30
Address and/or Phone Confirmation (per input) (single)	$0.03
Address and/or Phone Confirmation (per input) (multiple)	$0.04
Phones Plus	$0.50
Real Time Phone Search	$0.50
Real Time Motor Vehicle Registrations	$1.50
Property - Add Up To Five Properties Owned By The Subject	$1.00
Consumer InstantID	$0.65
Consumer InstantID With Fraud Defender	$0.95
Consumer InstantID With Red Flags Rule	$0.90
Business InstantID	$1.30
Business InstantID With Fraud Defender	$1.30
Multiple = 2 Or More Phones/Addresses Returned	--

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

Accurint Virtual Crime Center/Accurint Crime Analysis/
LexisNexis Community Crime Map/
AVCC XML Addendum

Consortium Sub-Agency

This Accurint Virtual Crime Center/Accurint Crime Analysis/LexisNexis Community Crime Map/AVCC XML Addendum ("Addendum") sets forth additional or amended terms and conditions for the use of Accurint Virtual Crime Center; Accurint Crime Analysis; LexisNexis Community Crime Map; and/or AVCC XML (the "LN Services" provided herein), which are in addition to, and without limitation of, the terms and conditions set forth in the services agreement between the Consortium Lead Agency City of Austin / Austin Police Department and LexisNexis Risk Solutions FL Inc. or its affiliated entity ("LN") for the LN Services (such services agreement, the "Agreement"). As the Consortium Sub-Agency signing below ("Customer"), your use of the LN Services is subject to the Agreement signed by the Consortium Lead Agency identified above, and this Addendum. A substantially similar version of the Agreement may be found at http://www.lexisnexis.com/risk/masterterms/government/. The LN Services subscribed to herein will be AVCC. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Agreement.

I. Public Safety Data Exchange Database

1. LN, as a vendor that processes information for its government customers, maintains the LexisNexis Public Safety Data Exchange Database ("PSDEX"), which contains information related to public safety and law enforcement investigations. PSDEX is compiled from information submitted by PSDEX customers and enhanced by LN data and technology such as LexID or data updates to allow LN's PSDEX customers to easily search and access information beyond their jurisdiction for analysis, investigations and reporting or other applications to accomplish their mission.
2. In exchange for good and valuable consideration, including access to PSDEX, Customer hereby agrees to contribute public safety information (the "Customer Data Contribution") that it and other PSDEX customers may use for analysis, investigations and reporting or other applications to accomplish their mission.
3. LN's obligations.
    a. LN agrees to provide PSDEX information to Customer.
    b. LN agrees to provide Customer with instructions for submitting information to the PSDEX database and for using the PSDEX service.
    c. LN agrees to provide all LN employees, with physical or logical access to Customer Data Contributions, level four security awareness training as defined and listed in the Criminal Justice Information Services (CJIS) Security Policy.
    d. LN agrees to access, store, and process Customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to LN's accessing, storage, and processing of such data.
4. Customer obligations.
    a. Customer agrees to submit to LN, with reasonable promptness and consistency, Customer Data Contributions.
    b. Customer acknowledges and agrees that it is solely responsible for the content of the Customer Data Contributions submitted to LN and that it shall use reasonable care to ensure the information submitted is a reasonable reflection of the actual report. Each submission to LN with respect to an incident or subject constitutes a Customer Data Contribution.
    c. Customer's disclosure of information to LN is and will be in compliance with all applicable laws, regulations and rulings.
    d. Customer agrees to access, store, and process other customer's Customer Data Contributions in accordance with the CJIS Security Policy, to the extent applicable to Customer's accessing, storage, and processing of such data.
    e. Customer agrees to notify LN promptly of any change in status, factual background, circumstances or errors concerning any Customer Data Contribution previously provided to LN. Customer further agrees to submit corrected information in a timely manner. Customer agrees that it will fully and promptly cooperate with LN should any inquiry about the Customer Data Contributions arise.
    f. The following named individual/department shall serve as the contact person(s) for submissions made to LN. The contact person shall respond to requests from LN for clarification or updates on incident reports submitted by Customer during normal business hours, and Customer will not

unreasonably withhold from LN information on any such submission. LN shall not reveal the identity of the Customer's contact person(s) to any other PSDEX customer without Customer's consent.

Name: _____
Title: _____
Address: _____
_____
Phone: _____
Fax: _____
Email: _____

g. Customer agrees that it will access information contributed to PSDEX by other customers only through LN and any Customer employee permitted access to PSDEX by Customer shall be a CJI Authorized User/Personnel that has undergone appropriate Security Awareness Training as those terms are used in the CJIS Security Policy.
h. Customer agrees that, to the extent permitted under applicable law, LN and all other PSDEX customers shall not be liable to Customer, and Customer hereby releases LN and all other PSDEX customers from liability to Customer, for any claims, damages, liabilities, losses and injuries arising out of, or caused in whole or in part by LN or each such other PSDEX customer's acts and omissions in reporting or updating Customer Data Contributions for inclusion in PSDEX. Other PSDEX customers are intended to be third party beneficiaries of this paragraph.

II. General Terms

1. **LICENSE GRANT**. Customer, at no charge, hereby grants to LN a paid up, irrevocable, worldwide, non-exclusive license to use, adapt, compile, aggregate, create derivative works, transfer, transmit, publish and distribute the Customer Data Contributions (1) to PSDEX customers; and (2) by agreement by initialing below, a de-identified subset (e.g., crime type, date/time of the incident, and the area that the incident has occurred) to third-parties assisting the public with a view of de-identified crime data. For purposes of clarification, Customer is the owner of its Customer Data Contributions and is hereby licensing to LN a copy of its Customer Data Contributions.

   Customer will not provide a de-identified subset of its data to third parties (initials _____).

2. **FBI CJIS SECURITY ADDENDUM**. This Addendum incorporates by reference the requirements of the FBI CJIS Security Policy and the FBI CJIS Security Addendum (FBI CJIS Security Policy Appendix H attached hereto as Exhibit A), as in force as of the date of this Addendum and as may, from time to time hereafter, be amended. The parties warrant that they have the technological capability to handle Criminal Justice Information (CJI), as that term is defined by the FBI CJIS Security Policy, in the manner required by the CJIS Security Policy. The parties expressly acknowledge that the CJIS Security Policy places restrictions and limitations on the access to, use of, and dissemination of CJI and hereby warrant that their respective systems abide by those restrictions and limitations.
3. **GOOGLE GEOCODER**. LN uses Google Geocoder to geocode address locations that do not already contain "X" and "Y" coordinates. Any "X" and "Y" coordinate information provided by the Customer is assumed by LN to be accurate and will not be geocoded by Google Geocoder. Crime dot locations geocoded by Google Geocoder as displayed in PSDEX are approximate due to automated location methods and address inconsistencies.
4. **DATA DISCLAIMER**. LN is not responsible for the loss of any data or the accuracy of the data, or for any errors or omissions in the LN Services or the use of the LN Services or data therein by any third party, including the public or any law enforcement or governmental agencies. Due to the nature of the origin of public safety information, the data contained in PSDEX may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. The LN Services aggregate and report data as provided by PSDEX customers and is not the source of the data, nor is it a comprehensive compilation of all law enforcement data. Before Customer relies on any data, it should be independently verified.
5. **LINKS TO THIRD PARTY SITES.** PSDEX may contain links or produce search results that reference links to third party websites ("Linked Sites"). LN has no control over these Linked Sites or the content within them. LN cannot and does not guarantee, represent, or warrant that the content contained in the Linked Sites,

including, without limitation other links, is accurate, legal, and/or inoffensive. LN does not endorse the content of any Linked Site, nor does it warrant that a Linked Site will not contain computer viruses or other harmful code. By using PSDEX to search for or link to Linked Sites, Customer agrees and understands that such use is entirely at its own risk, and that Customer may not make any claim against LN for any damages or losses whatsoever resulting from such use.

6. **OWNERSHIP OF SUBMITTED CONTENT**. All information provided by a PSDEX customer is offered and owned by that customer. Unless otherwise indicated by written request from Customer, all data will be retained by LN and remain accessible by others in accordance with the provisions of this Addendum.

AUTHORIZATION AND ACCEPTANCE

I HEREBY CERTIFY that I am authorized to execute this Addendum on behalf of Customer.

Required: **Customer ORI number (Originating Agency Identifier):** _____

CUSTOMER: _____

Signature: _____

Print: _____

Title: _____

Date: _____

Exhibit A

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.
6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.
6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

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:
2025-1397573

Date Filed:
12/08/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
LexisNexis Risk Solutions FL Inc.
Alpharetta , 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.
Austin Police Department ARIC

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.
1551782
Austin Police Department ARIC (Austin Regional Intelligence Center) unit.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
RELX PLC	Newton, MA United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is [redacted].

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

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

Executed in Montgomery County, State of OH, on the 8th day of December (month), 20 25 (year).

Korinne Pace
Digitally signed by Korinne Pace
Date: 2025.12.08 16:09:53 -05'00'

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:
2025-1397573

Date Filed:
12/08/2025

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

LexisNexis Risk Solutions FL Inc.
Alpharetta , 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.

Austin Police Department ARIC

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.

1551782
Austin Police Department ARIC (Austin Regional Intelligence Center) unit.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
RELX PLC	Newton, MA 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 _____, _____, _____, _____, _____.
(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 **52.**

Meeting Date: 12/30/2025

Approval of Agreement #2026-134 with FreeIt Data Solutions, Inc. for the Purchase of Uninterruptible Power Supply (UPS) Battery Backup Equipment for the New Administration Building for Information Services

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

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on approval of Agreement #2026-134, with FreeIt Data Solutions for the purchase of Uninterruptible Power Supply (UPS) Battery Backup Equipment for the New Administration Building located at 1848 Texas Trail, Georgetown, TX 78626, in the amount of $295,218.62, pursuant to DIR Cooperative Contract #DIR-CPO-5378, and authorizing the execution of the Agreement.

Public Background

The Information Services Department is requesting approval for the purchase of Uninterruptible Power Supply (UPS) battery backup equipment to support network infrastructure located in the new Administration Building located at 1848 Texas Trail, Georgetown, TX 78626. The UPS equipment will provide power protection and battery back for network equipment housed in the seven different IT rooms, ensuring continuity of operations and protection from power interruptions. Funding for this purchase is available from Project P577 for FY26. Origination #4486. The department's point of contact is Rory Tierney.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Service Agreement and Quote Redacted

Form 1295 Redacted

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:14 PM
Form Started By: Sandra Malcolm		Started On: 12/17/2025 03:27 PM
Final Approval Date: 12/21/2025		

WILLIAMSON COUNTY
SERVICES AND GOODS CONTRACT
FREEIT DATA SOLUTIONS INC.
(Quote Number: [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 **FreeIt Data Solutions Inc.** (hereinafter "Service Provider"), both of which are referred to herein as the parties. The County agrees to engage Service Provider as an independent contractor, to provide certain services described herein pursuant to the following terms, conditions, and restrictions:

I.

Services: Service Provider shall provide services *as an independent contractor* pursuant to terms and policies of the Williamson County Commissioners Court. Service Provider expressly acknowledges that he, she, or it is not an employee of the County. The service includes the word described in the attached **Quote Number:** [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 effect when signed by all parties and continue through May 31, 2027, unless terminated sooner pursuant to the terms of this contract.

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-5378. The not-to-exceed amount for this contract shall be **Two Hundred Ninety-Five Thousand Two Hundred Eighteen Dollars and Sixty-Two Cents ($295,218.62)** per fiscal year**.**

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 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 **Quote Number:** [redacted] marked as **Exhibit "A"**;
B. The cooperative purchasing Contract No.: DIR-CPO-5378, 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.

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___

FREEIT DATA SOLUTIONS INC.:



Authorized Signature

Dulari von Christierson
Printed Name

Date: December ,18 20 25

Approved as to Legal Form
JACQUELINE LENTZ
General Counsel, Commissioners Court
Date: Dec 18 2025 Time: 2:49 pm

Reviewed by Contract Audit
Garrett Murray
Contract Auditor
Willamson County Auditor's Office
Date: Dec 18 2025 **Time:** 9:09 am

Exhibit “A”
Quote Number: [redacted]

Freeit™
DATA SOLUTIONS

Contract No:	DIR-CPO-5378
TAX ID#:	[redacted]
Term:	NET 30
FOB:	Destination

Williamson County
[redacted]

Quote Number: [redacted]
Quote Date: 12/8/2025
Expiration Date: 1/19/2026

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

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

Qty	Part Number	Description	List Price	Discount Percentage	Unit Price	Ext Price
Freeit SmartUPS - 1yr Term						
Hardware/ Software						
24	FDS-SRTL180RM2UBP	SMART-UPS ULTRA ON-LINE LITHIUM ION XBP 180V 2U RACK/TOWER	$9,355.00	36.62%	$5,928.82	$142,291.68
14	FDS-SRTL5KRM2UT	SMART-UPS ULTRA ON-LINE LITHIUM ION 5KVA/5KW 2U RACK/TOWER 208V	$16,920.00	36.62%	$10,723.22	$150,125.08
9	FDS-AP9566	BASIC PDU 208V 16A 1U RM 12XC13	$359.00	36.62%	$227.52	$2,047.68
14	FDS-SWITE1YR-DIGI	1YR ECOSTRUXURE IT EXPERT DIGITAL SUBSCRIPTION	$85.00	36.62%	$53.87	$754.18
		Subscription Period Duration: 12 Months				

List Total:	$465,821.00
DIR Discounted Total:	$395,947.85
Shipping and Tax not applicable:	$0.00
Additional Discount:	($100,729.23)
Grand Total:	$295,218.62

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/dir-cpo-5378 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

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:
2025-1401583

Date Filed:
12/17/2025

Date Acknowledged:
12/18/2025

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

Freeit Data Solutions, Inc.
Austin, TX United States

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.

2026-134
FreeIt ([redacted] UPS backups for Admin Bldg

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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:
2025-1401583

Date Filed:
12/17/2025

Date Acknowledged:

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

Freeit Data Solutions, Inc.
Austin, TX United States

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Williamson County

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2026-134
Freeit [redacted] UPS backups for Admin Bldg

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is [redacted], and my date of birth is [redacted].

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

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

Executed in Travis County, State of Texas, on the 17 day of December, 20 25.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **53.**

Meeting Date: 12/30/2025

Approval of the Agreement for Construction Services No. 2026-114 with Falkenberg Construction Co, Inc. for the River Ranch Driveway and Trail Pave 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 approving the Agreement for Construction Services No. 2026-114 between Williamson County and Falkenberg Construction Co, Inc. in the not-to-exceed amount of Two Hundred Sixty Thousand Two Hundred Ten and 39/100 Dollars ($260,210.39) pursuant to BuyBoard's Cooperative Contract #728-24 and authorize execution of the agreement. Funding sources are P736 and 01.0100.3107.004509.

Public Background

This Agreement for Construction Services between Williamson County and Falkenberg Construction Co, Inc. is for the River Ranch Driveway and Trail Pave at the River Ranch County Park, Liberty Hill, TX 78642. Contract Audit and General Counsel reviewed. A detailed Scope of Work is attached. This project has multiple funding sources: Funding: P736 and FY funding: 01.0100.3107.004509, and the point of contact is Christy Matoska.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Agreement for Construction Services

Form 1295 Falkenberg Construction Co. Inc. Complete

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2025 12:00 PM
Form Started By: Michelle McKinney		Started On: 12/11/2025 03:18 PM
Final Approval Date: 12/19/2025		

Agreement for Construction Services

(Cooperative Contract Buy Board 728-24)

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

ARTICLE 1 SCOPE OF WORK: The Owner desires to retain Contractor for the construction of River Ranch Driveway and Trail Pave (hereinafter called the "Project"). The Contractor shall have the overall responsibility for and shall provide complete construction services and furnish all materials, equipment, tools and labor as necessary or reasonably inferable to complete the Project, or any phase of the Project, in accordance with the Owner's requirements and the terms of this Agreement (hereinafter collectively referred to as the "Work").

ARTICLE 2 CONTRACT PRICE: Owner agrees to pay to the Contractor, for the satisfactory performance of the Work, the sum of **Two Hundred Sixty Thousand Two Hundred Ten and 39/100 Dollars ($260,210.39)** in accordance with the terms and conditions of this Agreement.

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

ARTICLE 4 CONTRACT TIME:

4.1 Contractor shall commence the Work upon instruction to do so from the Owner and shall achieve Substantial Completion within **one hundred twenty (120) calendar days** from the date the Work is commenced; provided, however, Owner may extend said time period in the event bad weather affects the progress of the Work. Unless otherwise specified in writing, Contractor shall achieve Final Completion within **thirty (30) calendar days of Substantial Completion**. Owner shall determine when the Project has been fully and finally completed to its satisfaction. The time set forth for completion of the work is an essential element of the Agreement.

4.2 Liquidated Damages.

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

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

4.2.1 Subject to the other terms and conditions herein, if Substantial Completion is not achieved by the date specified above or by such date to which the Contract Time may be extended, the Contract Price shall be reduced by **Five Hundred Dollars ($500.) per calendar day** as liquidated damages and not as a penalty, until the date of Substantial Completion. Force majeure shall apply relative to both rain/snow delays (acts of nature) and/or supply delays over which Contractor has no control, and such force majeure delays shall not be subject to such reduction of the Contract Price.

4.2.2 Owner may deduct liquidated damages described herein from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable by Contractor to Owner at the demand of Owner, together with the interest from the date of the demand at a rate equal to the prime interest rate as published by the Wall Street Journal on the **first (1st) business day** after such amounts are demanded.

4.2.3 Notwithstanding anything to the contrary in this Agreement, if Owner is unable to recover any portion of liquidated damages in accordance with the terms and conditions herein because it is found to be unenforceable or invalid as a penalty or otherwise, then, Owner shall be entitled to recover from Contractor all of Owner's actual damages in connection with the failure by Contractor to achieve Substantial Completion of the Work within the Contract Time, including, without limitation, direct, indirect, or consequential damages.

ARTICLE 5 PAYMENT:

5.1 Schedule Of Values

Contractor shall submit to the Owner, before the first Application for Payment, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

5.2 Applications For Payment

5.2.1 Contractor shall submit to the Owner an itemized Application for Payment prepared in accordance with the schedule of values for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner may require, such as copies of requisitions from

subcontractors and material suppliers and shall reflect retainage if provided for in the Agreement.

5.2.1.1 Such applications may include requests for payment on account of changes in the Work that have been properly authorized by written Change Orders.

5.2.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a subcontractor or material supplier unless such Work has been performed by others whom the Contractor intends to pay.

5.2.1.3 If requested by Owner or required elsewhere in the Agreement, each Application for Payment shall be accompanied by the following, all in a form and substance satisfactory to the Owner:

a. With each Application for Payment: a current Sworn Statement from the Contractor setting forth all subcontractors and all material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the amount requested for any subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment;
b. With each Application for Payment: a duly executed Conditional Waiver and Release on Progress Payment from the Contractor and subcontractors establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment;
c. Commencing with the second Application for Payment submitted by the Contractor, a duly executed Unconditional Waiver and Release on Progress Payment from Contractor and all subcontractors, material suppliers and, where appropriate, lower tier subcontractors that have billed more than five thousand dollars ($5,000) on a single application of payment, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment;
d. With the Final Application for Payment: Contractor shall submit a Conditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284. Upon receipt of final payment, Contractor shall submit an Unconditional Waiver and Release on Final Payment as required by Texas Property Code, §53.284; and
e. Such other information, documentation, and materials as the Owner, or the title insurer (if any) may require in order to ensure that Owner's property is free of lien claims. Such other documents may include, without limitation, original copies of lien or bond claim releases suitable for filing with the County Clerk in Williamson County, Texas.

5.2.2 Unless otherwise provided in the Agreement, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing.

Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

5.2.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, bond claims, claims, security interests or encumbrances in favor of the Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

5.2.3.1 The Contractor further expressly undertakes to defend Owner, at the Contractor's sole expense, against any actions, lawsuits, or proceedings brought against Owner as a result of liens filed against the Work, the site of any of the Work, the Project site and any improvements thereon, or any portion of the property of any of Owner (referred to collectively as "liens" in this paragraph), provided the Owner has paid Contractor pursuant to the requirements of the Agreement. The Contractor hereby agrees to indemnify and hold Owner harmless against any such liens or claims of lien and agrees to pay any judgment or lien resulting from any such actions, lawsuits, or proceedings.

5.2.3.2 The Owner shall release any payments withheld due to a lien or bond claims if the Contractor obtains security acceptable to the Owner, however, the Contractor shall not be relieved of any responsibilities or obligations under this paragraph, including, without limitation, the duty to defend and indemnify Owner.

5.2.3.3 Retainage. The Owner shall withhold from each progress payment, as retainage, five percent (5%) of the total earned amount. Retainage so withheld shall be managed in conformance with Texas Government Code, Chapter 2252, Subchapter B. Any request for reduction or release of retainage shall be accompanied by written consent of the Contractor's Surety. No such request shall be made until the Contractor has earned at least sixty-five percent (65%) of the total Contract Price.

5.2.3.4 For purposes of Texas Government Code, §2251.021 (a)(2), the date the performance of service is completed is the date when the Owner's representative approves the Application for Payment.

5.3 Certificates For Payment

5.3.1 The Owner will, within seven (7) business days after receipt of the Contractor's Application for Payment, issue a Certificate for Payment, with a copy to the Contractor, for such amount as the Owner determines is properly due, or notify the Contractor in writing of the Owner 's reasons for withholding certification in whole or in part as provided.

5.3.2 The issuance of a Certificate for Payment will constitute a representation by the Owner, based

on the Owner's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Owner's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Agreement. The foregoing representations are subject to an evaluation of the Work for conformance with the Agreement upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Agreement prior to completion and to specific qualifications expressed by the Owner. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Owner has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price.

5.4 Decisions To Withhold Certification

5.4.1 The Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Owner's opinion the representations to the Owner required herein cannot be made. If the Owner is unable to certify payment in the amount of the Application, the Owner will notify the Contractor. If the Contractor or Contractor and Owner, as the case may be, cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that can be certified. The Owner may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Owner's opinion to protect the Owner from loss for which the Contractor is responsible because of:

5.4.1.1 defective Work not remedied;
5.4.1.2 third party claims filed or reasonable evidence indicating probable filing of such claims;
5.4.1.3 failure of the Contractor to make payments properly to subcontractors or for labor, materials or equipment;
5.4.1.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;
5.4.1.5 damage to the Owner or a separate contractor;
5.4.1.6 failure to maintain the scheduled progress, or reasonable evidence that the Work will not be completed within the Contract Time;
5.4.1.7 failure to comply with the requirements of Texas Government Code, Chapter 2258 (Prevailing Wage Law);
5.4.1.8 failure to include sufficient documentation to support the amount of payment requested for the Project;
5.4.1.9 failure to obtain, maintain, or renew insurance coverage, payment/performance

bonds or warranty bond required by the Agreement; or

5.4.1.10 repeated failure to carry out the Work in accordance with the Agreement.

5.4.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

5.5 Progress Payments

5.5.1 The Owner shall make payment in the manner and within the time provided in the Agreement and in accordance with Texas Government Code, Chapter 2251.

5.5.2 The Contractor shall pay each subcontractor and material and equipment suppliers no later than ten (10) calendar days after receipt of payment from the Owner the amount to which the subcontractor or material and equipment suppliers is entitled. Payments to subcontractors may reflect the percentages actually retained from payments to the Contractor on account of the subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontractor to make payments to Sub-subcontractors in a similar manner.

5.5.3 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven (7) calendar days, the Owner shall have the right to contact subcontractors to ascertain whether they have been properly paid. The Owner shall not have an obligation to pay or to see to the payment of money to a subcontractor, except as may otherwise be required by law.

5.5.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Agreement.

5.6 Failure Of Payment

5.6.1 If the Owner is required to issue Certificates for Payment and, through no fault of the Contractor, the Owner fails to timely issue Certificates for Payment in the time permitted in the Agreement, or if the Owner does not pay the Contractor by the date established in the Agreement, then the Contractor may, upon twenty-one (21) business days written notice to the Owner, stop the Work until payment of the amount owing has been received.

5.6.2 If the Owner is entitled to reimbursement or payment from the Contractor under or pursuant to the Agreement, such payment shall be made promptly upon demand by the Owner. Notwithstanding anything contained in the Agreement to the contrary, if the Contractor fails to promptly make any payment due the Owner, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct defective work, the Owner shall have an absolute right to offset such amount against the Contract Price and may, in the Owner's sole discretion, elect either to (1) deduct an amount equal to that which the Owner is entitled from

any payment then or thereafter due the Contractor from the Owner, or (2) issue a written notice to the Contractor reducing the Contract Price by an amount equal to that which the Owner is entitled.

5.7 Substantial Completion

5.7.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Agreement so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project.

5.7.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (punch list). Failure to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement.

5.7.3 Upon receipt of the Contractor's punch list, the Owner will examine the Work to determine whether the Work or designated portion thereof is substantially complete. If the Owner's examination discloses any item, whether or not included on the Contractor's punch list, that is not sufficiently complete in accordance with the Agreement, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner. In such case, the Contractor shall then submit a request for another examination by the Owner to determine Substantial Completion.

5.7.4 When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Unless otherwise provided, Contractor shall complete all items on the punch list within thirty (30) calendar days of Substantial Completion. Warranties required by the Agreement shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

5.7.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate of Substantial Completion. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage.

5.8 Partial Occupancy or Use

5.8.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor,

provided such occupancy or use is consented to by the insurer, the surety, and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Agreement. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Owner as provided herein. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld.

5.8.2 Immediately prior to partial occupancy or use, the Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

5.8.3 Partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Agreement.

5.9 Final Completion and Final Payment

5.9.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Owner will make such inspection and, when the Owner finds the Work acceptable under the Agreement and the Agreement fully performed, the Owner will issue a final Certificate for Payment for the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. All warranties and guarantees required under or pursuant to the Agreement shall be assembled and delivered by the Contractor to the Owner as part of the final Application for Payment. The final Certificate for Payment will not be issued by the Owner until all warranties and guarantees have been received and accepted by the Owner.

5.9.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied, within the period of time required by Texas Government Code, Chapter 2251, (2) a certificate evidencing that insurance required by the Agreement to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) business days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Agreement, (4) consent of surety to final payment, (5) a warranty bond in a form acceptable to Owner, and (6) other data establishing payment or satisfaction of obligations, such as receipts, unconditional full and final releases and waivers of liens, claims, security interests or encumbrances arising out of the Agreement, to the extent and in such form as may be designated by the Owner.

5.9.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and

identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 6 CONTRACTOR'S GENERAL RESPONSIBILITIES AND COVENANTS:

6.1 Contractor shall render, diligently and competently in accordance with the highest standards used in the profession, all Contractor services which shall be necessary or advisable for the expeditious, economical and satisfactory completion of the Project. Contractor agrees to use its best efforts, skill, judgment, and abilities to perform its obligations and to further the interests of Owner in accordance with Owner's requirements and procedures.

6.2 Contractor's duties as set forth herein shall at no time be in any way diminished by reason of any approval by the Owner nor shall the Contractor be released from any liability by reason of such approval by the Owner, it being understood that the Owner at all times is ultimately relying upon the Contractor's skill and knowledge in performing the services required hereunder.

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

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

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

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

	Type of Coverage	Limits of Liability
.1	Worker's Compensation	Statutory

.2 Employer's Liability

Bodily Injury by Accident	$500,000 Ea. Accident
Bodily Injury by Disease	$500,000 Ea. Employee
Bodily Injury by Disease	$500,000 Policy Limit

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

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

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

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

.5 Builder's Risk Insurance (all-risks)

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

a. This insurance shall be specific as to coverage and not considered as contributing insurance with any permanent insurance maintained on the present premises. If off-site storage is permitted, coverage shall include transit and storage in an amount sufficient to protect property being transported or stored.

b. For renovation projects and or portions of work contained within an existing structure, the Owner waives subrogation for damage by fire to existing building structure(s), if the Builder's Risk Policy has been endorsed to include coverage for existing building structure(s) in the amount described in the Special Conditions. However, Contractor shall not be required to obtain such an endorsement unless specifically required by the Special Conditions, if any. The aforementioned waiver of subrogation shall not be effective unless such endorsement is obtained.

.6. Flood insurance when specified in Supplementary General Conditions or Special Conditions.

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

6.5.2 Workers' Compensation Insurance Coverage:

1. Definitions:

(a) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Workers' Compensation Commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the Project.
(b) Duration of the Project - includes the time from the beginning of the work on the Project until the Contractor's/person's work on the Project has been completed and accepted by the Owner.
(c) Coverage – Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
(d) Persons providing services on the Project ("subcontractor") - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

3. The Contractor must provide a certificate of coverage prior to execution of the Agreement/Contract, and in no event later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the Owner:

   (a.) a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and
   (b.) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

6. The Contractor shall retain all required certificates of coverage for the duration of the Project and for one year thereafter.
7. The Contractor shall notify the Owner in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

9. The Contractor shall contractually require each person with who it contracts to provide services on a project, to:

   (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;
   (b) provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;
   (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;
   (d) obtain from each other person with whom it contracts, and provide to the Contractor:

i. a certificate of coverage, prior to the other person beginning work on the Project; and

ii. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

(e) retain all required certificate of coverage on file for the duration of the Project and for one year thereafter;

(f) notify the Owner in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

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

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

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

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

6.5.4 Insurance coverage required hereunder shall be written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and rated A- or better by A.M. Best Company, or otherwise acceptable to Owner.

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

6.5.6 The furnishing of the above listed insurance coverage, as may be modified by the Agreement, must be tendered prior to execution of the Agreement/Contract, and in no event

later than ten (10) days from Notice of Award. Failure to provide the insurance in a timely fashion may result in loss of Contractor's bid bond.

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

6.5.8 Owner shall be entitled, upon request, and without expense, to receive complete copies of the policies with all endorsements and may make any reasonable requests for deletion, or revision or modification of particular policy terms, conditions, limitations, or exclusions, except where policy provisions are established by law or regulation binding upon the Parties or the underwriter of any of such polices. Damages caused by the Contractor and not covered by insurance shall be paid by the Contractor.

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

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

ARTICLE 7 INDEMNITY:

7.1 INDEMNIFICATION - EMPLOYEE PERSONAL INJURY CLAIMS. TO THE FULLEST EXTENT PERMITTED BY LAW, Contractor SHALL INDEMNIFY, DEFEND (WITH COUNSEL OF OWNER'S CHOOSING), AND HOLD HARMLESS OWNER, AND OWNER'S EMPLOYEES, AGENTS, REPRESENTATIVES, PARTNERS, OFFICERS, AND DIRECTORS (COLLECTIVELY, THE "INDEMNITEES") AND SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF INDEMNITEES' GROSS NEGLIGENCE) FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF CONTRACTOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS THEY MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED ON THE PROJECT SITE

OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK. CONTRACTOR HEREBY INDEMNIFIES THE INDEMNITEES EVEN TO THE EXTENT THAT SUCH PERSONAL INJURY WAS CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE SOLE, COMPARATIVE OR CONCURRENT NEGLIGENCE OR THE STRICT LIABILITY OF ANY INDEMNIFIED PARTY. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEES BENEFIT ACTS.

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

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

ARTICLE 8 WARRANTY:

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

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

ARTICLE 9 PREVAILING WAGE RATE:

9.1 Duty to Pay Prevailing Wage Rates. The Contractor shall pay not less than the wage scale of the various classes of labor as shown on the "Prevailing Wage Schedule", as defined below. The specified wage rates are minimum rates only, and are not representations that qualified labor adequate to perform the Work is available locally at the prevailing wage rates. The Owner is not bound to pay—and will not consider—any claims for additional compensation made by any

Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Agreement. The "Prevailing Wage Schedule" is not a representation that quantities of qualified labor adequate to perform the Work may be found locally at the specified wage rates.

9.1.2 For classifications not shown, workers shall not be paid less than the wage indicated for Laborers. The Contractor shall notify each worker commencing work on the Project of the worker's job classification and the established minimum wage rate required to be paid, as well as the actual amount being paid. The notice must be delivered to and signed in acknowledgement of receipt by the employee and must list both the monetary wages and fringe benefits to be paid or furnished for each classification in which the worker is assigned duties. When requested by Owner, competent evidence of compliance with the Texas Prevailing Wage Law shall be furnished by Contractor.

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

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

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

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

Wage Schedule and any supplements thereto, together with the applicable penalties, such amounts being subtracted from successive progress payments pending a final decision on the violation.

9.5 Arbitration Required if Violation not Resolved. After the Owner makes its initial determination, the affected Contractor or Subcontractor and worker have fourteen (14) days in which to resolve the issue of whether a violation occurred, including the amount that should be retained by Owner or paid to the affected worker. If the Contractor or Subcontractor and affected worker reach an agreement concerning the worker's claim, the Contractor shall promptly notify the Owner in a written document signed by the worker. If the Contractor or Subcontractor and affected worker do not agree before the fifteenth (15^{th}) day after the Owner's determination, the Contractor or Subcontractor and affected worker must participate in binding arbitration in accordance with the Texas General Arbitration Act, Chapter 171, Tex. Civ. Prac. & Rem. Code. The parties to the arbitration have ten (10) days after the expiration of the fifteen (15) days referred to above, to agree on an arbitrator; if by the eleventh (11^{th}) day there is no agreement to an arbitrator, a district court shall appoint an arbitrator on the petition of any of the parties to the arbitration.

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

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

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

ARTICLE 10 BONDS:

10.1 Performance Bond. Upon execution of this Agreement, Contractor shall provide a Performance Bond in the amount of 100% of the Contract Price. The surety for a Performance Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.2 Payment Bond. Upon execution of this Agreement, Contractor shall provide a Payment Bond in the amount of 100% of the Contract Price, as security for the true and faithful payment in full of all subcontractors and persons performing labor, services, materials, machinery, and fixtures in connection with the Work. The surety for a Payment Bond shall meet the requirements of Texas law and the requirements set forth in the Agreement.

10.3 Warranty Bond. Upon Final Completion, Contractor shall provide a Warranty Bond in the amount of 20% of the Contract Price, as security for the true and faithful performance of all warranties set forth in the Agreement.

ARTICLE 11 TERMINATION OR SUSPENSION OF THE AGREEMENT

11.1 Termination by Contractor

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

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

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

11.1.3 Because the Owner has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in the Agreement, or because the Owner has not made payment on an undisputed Certificate for Payment within the time stated in the Agreement; or

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

11.2 Termination by the Owner for Cause

11.2.1 The Owner may terminate the Agreement if the Contractor:

11.2.1.1 Fails to commence the Work in accordance with the provisions of the Agreement;

11.2.1.2 Fails to prosecute the Work to completion thereof in a diligent, efficient, timely, workmanlike, skillful and careful manner and in strict accordance with the provisions of the Agreement;

11.2.1.3 Fails to use an adequate amount or quality of personnel or equipment to complete the Work without undue delay;

11.2.1.4 Fails to perform any of its obligations under the Agreement;

11.2.1.5 Fails to make prompt payments when due to its Subcontractors and Suppliers, or as required by **Texas Government Code, Chapter 2251**;

11.2.1.6 Files any petition or other pleading seeking any relief under any provisions of the Federal Bankruptcy Act, as amended, or any other federal or state statute or law providing for reorganization of debts or other relief from creditors, permits a receiver or other person to be appointed on account of its insolvency or financial condition, or becomes insolvent;

11.2.1.7 Creates any situation or state of facts which would authorize or permit an involuntary petition in bankruptcy to be filed against Contractor; or

11.2.1.8 Has not met or in Owner's opinion will not meet the dates of Substantial Completion set forth in the Agreement.

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

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

11.2.4 If the unpaid balance of the Contract Price exceeds costs of finishing the Work, including compensation for expenses made necessary thereby, and other damages and costs incurred by the Owner in finishing the Work and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

11.3 Suspension by the Owner for Convenience

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

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

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

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

11.4 Termination by the Owner for Convenience

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

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

11.4.2.1 Cease operations as directed by the Owner in the notice;
11.4.2.2 Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
11.4.2.3 Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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

ARTICLE 12 MISCELLANEOUS PROVISIONS:

12.1 Interest and Late Payments. Owner's payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Interest charges for any overdue payments shall be paid by Owner in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Owner's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

In the event that an error appears in an invoice/application for payment submitted by Contractor, Owner shall notify Contractor of the error not later than the twenty first (21st) day after the date Owner receives the invoice/application for payment. If the error is resolved in favor of Contractor, Contractor shall be entitled to receive interest on the unpaid balance of the invoice/application for payment submitted by Contractor beginning on the date that the payment for the

invoice/application for payment became overdue. If the error is resolved in favor of the Owner, Contractor shall submit a corrected invoice/application for payment that must be paid in accordance within the time set forth above. The unpaid balance accrues interest as provided by Chapter 2251 of the Texas Government Code if the corrected invoice/application for payment is not paid by the appropriate date.

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

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

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

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

12.6 Notices. All notices, consents, approvals, demands, requests or other communications relied on by the parties shall be in writing. Written notice shall be deemed to have been given when delivered in person to the designated representative of the Contractor or Owner for whom it is intended; or sent by U. S. Mail to the last known business address of the designated representative.

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

12.8 Relationship of the Parties. Contractor shall be an independent contractor under this agreement and shall assume all of the rights, obligations, liabilities, applicable to it as such independent contractor hereunder and any provisions in this agreement which may appear to give Owner the right to direct Contractor as to details of doing the Work herein covered or to exercise a measure of control over the Work shall be deemed to mean that Contractor shall follow the desires of Owner in the results of the Work only. Owner shall not retain or have the right to control

the Contractor's means, methods or details pertaining to the Contractor's performance of the Work described herein, nor shall Owner have the power to direct the order in which Contractor's Work is performed under this agreement. Owner and Contractor hereby agree and declare that Contractor is an Independent Contractor and as such meets the qualifications of an Independent Contractor under Texas Worker's Compensation Act, Texas Labor Code, Section 406.141, that the Contractor is not an employee of Owner for purposes of this Agreement, and that the Contractor and its employees, agents and sub-subcontractors shall not be entitled to worker's compensation coverage or any other type of insurance coverage held by Owner.

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

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

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

12.12 Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, Contractor shall furnish the Owner with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

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

The following documents shall comprise the Contract Documents:

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract Buy Board 728-24; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

1. This Agreement between Owner and Contractor;
2. Exhibit "A" – Plans and Specifications;
3. Addenda issued prior to the Effective Date of this Agreement;
4. Cooperative Contract Buy Board 728-24; and
5. All Change Orders and any other Modifications issued after the Effective Date of this Agreement.

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

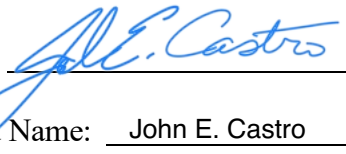
OWNER:	**CONTRACTOR:**
WILLIAMSON COUNTY, TEXAS, a political subdivision of the state of Texas	Falkenberg Construction Co., Inc.
By: _____	By: 
Printed Name: _____	Printed Name: John E. Castro
Title: _____	Title: President
Date: _____	Date: 4 Dec 2025

Exhibit “A”

Plans and Specifications

Location of Work: River Ranch County Park, 194 Reveille Way, Liberty Hill, TX 78642

Scope of Work:
The Contractor shall perform the following work:

Pave Section of Trail Q with including Alternate 1 - Pave Driveway:

- Pave section of Trail Q that is shown on County provided map below
- Provide & install new asphalt - Approx. 5,698LF of 10' wide trail
- Install new layer of hot mix asphalt over the existing stone surface
- New asphalt will be installed at a depth of 2"-3" depending on existing conditions
- TYPE D HMAC RAP to be installed
- Daily & final clean up



Add New Unloading/Loading Asphalt Pave Driveway to Interpretive Center including Alternate 2 – Solar Lights:

- Excavate approx. 1,900 sqft to a depth of 8"
- Haul off spoils & properly dispose of all material off-site
- Install 6" of crushed limestone base
- Water & compact the base
- Install 2" of Type D HMAC RAP
- The new asphalt will be installed at the above depth using a self-propelled paving machine & will be compacted to achieve a smooth & uniform surface
- Install approx. 100 sqft of new concrete sidewalk

- Form, pour, & finish to match existing adjacent sidewalk
- Tie into existing sidewalk to provide a smooth transition for the loading path
- Install new layout striping per details provided
- Provide & install (3) new wheel stops
- Striping Includes: parking lines, hash outs, & loading zone stencil
- Daily & final clean up

Add Solar Light Pole at (2) Locations: Trailhead East Parking Lot & Walk-In Camping Area

- Excavate for and install (3) light pole bases per provided layout
- Provide & Install iSSL Series Solar Lights in place after base installation
- All excavated spoils to be hauled off and properly disposed of
- Daily & final clean up

Exclusions:
Sales tax, overtime, permit fees
Mechanical or plumbing work
Any work outside of pre-discussed scope
Any un-marked underground utilities
Any work to the existing electrical circuitry
Installation or demo of low voltage wiring of any kind
Temporary power or lighting
Ponding water or poor drainage in areas where the grade is less than 2%

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:
2025-1397665

Date Filed:
12/08/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Falkenberg Construction Co., Inc.
Grand Prairie, TX United States

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

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.
669.25 R1
Wilco River Ranch Driveway & Trail Pave

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is John Castro, and my date of birth is [redacted].

My address is [redacted]

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

Executed in Dallas County, State of Texas, on the 8th day of December (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:
2025-1397665

Date Filed:
12/08/2025

Date Acknowledged:
12/11/2025

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

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

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

Willamson County Facilites

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.

669.25 R1
Wilco River Ranch Driveway & Trail Pave

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

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

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

My address is _____, _____, _____, _____, _____.
(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 **54.**

Meeting Date: 12/30/2025

Medic 11 Dumpster Enclosure-Falkenberg-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 Falkenberg Construction Co., Inc. for the Medic 11 Dumpster Enclosure project to repair broken concrete, with no extension of time to complete the project, which was approved by Williamson County Facilities Project Manager, Daryl Mutz, pursuant to the Commissioners Court's prior delegation of change order approval authority pursuant to Loc. Gov't Code Sec. 262.031.

Public Background

The Change Order No. 1 was made to the contractor, Falkenberg Construction Co., Inc. for a net increase of $3,465.80. As a result of this Change Order, the net increase is 5.65% in the Contract cost with a new contract sum of $64,800.76. Williamson County Facilities Project Manager, Daryl Mutz 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

Medic 11 Dumpster Enclosure_Falkenberg_CO1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/16/2025 01:56 PM
Form Started By: Christy Matoska		Started On: 12/15/2025 10:08 AM
Final Approval Date: 12/16/2025		

CHANGE ORDER
MEDIC 11 DUMPSTER ENCLOSURE

CHANGE ORDER NO: **#01** NTP Date: 12-15-2025

DATE OF ISSUANCE: **12-15-25**

Contractor: Falkenberg

Architect/ Engineer: N/A

EXPLANATION

1. ADDED SCOPE TO FIX BROKEN CONCRETE

CONTRACT CHANGE:

1. ADDED SCOPE TO FIX BROKEN CONCRETE

A. Original Contract Amount	$	61,334.96
B. Adjusted Contract Sum by previous Change Orders	$	0
C. Contract Sum increased by this Change Order in the amount of	$	3465.80
D. New Contract Sum including this Change Order will be	$	64800.76

Percentage Increase of Total Change Orders over Original Contract Amount $\left(\frac{D-A}{A} * 100\right)$

(Not to Exceed 25% per state law) 5.65 %

The Contract Time will be changed by 0 days

The date of Substantial Completion as of the date of this Change Order 1-23-25

RECOMMENDED BY:

Kady Williams	Kady Williams	Dec 15, 2025
Contractor	Signature	Date

ACCEPTED BY:

Daryl Mutz	Daryl Mutz	12-15-25
County's Representative	Signature	Date

Commissioners Court - Regular Session **55.**

Meeting Date: 12/30/2025

Juvenile Justice Center Addition - Amendment No. 2 To The Agreement for Design & Engineering Services

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Amendment No. 2 to Supplemental Agreement No. 1 to the Agreement for Design & Engineering Services between Williamson County and BLGY, Inc. being dated effective April 5th, 2022, Supplemental Agreement No. 1 to Agreement for Design & Engineering Services being dated effective April 25th, 2023, and Amendment No. 1 to Supplemental Agreement No. 1 to Agreement for Design & Engineering Services, being dated July 26th, 2023 for the Juvenile Justice Center Addition.

Public Background

The Amendment No. 2 to Supplemental Agreement No. 1 to Agreement for Design & Engineering Services between Williamson County and BLGY, Inc. is made to add additional scope with fees for Construction Administration of Phases 3-5, and to extend the time to June 1st, 2028. Funding Source: P578

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

JJC Addition_PSA_A2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2025 12:06 PM
Form Started By: Christy Matoska		Started On: 12/19/2025 08:09 AM
Final Approval Date: 12/19/2025		

AMENDMENT NO. 2
TO
SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: Juvenile Justice Center Addition ("Project")

ARCHITECT / ENGINEER: BLGY, Inc. ("A/E")
Brody Harris, Senior Project Manager
1 Chisholm Trail Road, Suite 340
Round Rock, TX 78681

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

THIS AMENDMENT NO. 2 TO SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR DESIGN & ENGINEERING SERVICES ("Amendment No. 2") is by and between Williamson County, Texas 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 that certain Agreement for Design & Engineering Services being dated effective April 5th, 2022 ("Agreement"), Supplemental Agreement No. 1 to Agreement for Design & Engineering Services being dated effective April 25th, 2023, and Amendment No. 1 to Supplemental Agreement No. 1 to Agreement for Design & Engineering Services, being dated July 26th, 2023;

WHEREAS, pursuant to Article 20 of Agreement, the terms of the Agreement may be modified by a written, fully executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **Scope of Services** under **Exhibit A, Fee Schedule under Exhibit B, and Production Schedule under Exhibit C** of the Agreement**;** and,

WHEREAS, it has become necessary to modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, A/E agree that the Agreement is modified and amended as follows:

I. Amendment to Exhibit A – Scope of Services

The Scope of Services for Construction Administration shall be expanded to include Phases 3, 4 and 5 for additional design and Construction Administration fees, including the bidding, Permitting and Close-out.

II. Amendment to Exhibit B – Fee Schedule

The Fee Schedule for Construction Administration shall be increased by $551,332 to compensate A/E and subconsultants for the Construction Administration, Phases 3, 4, and 5 to provide additional specifications and modifications for these phases. A/E will review project documents, attend meetings, drawings, design, specifications revisions, quality control and review and provide responses to County. The A/E subconsultant will require additional trips for TAS additional inspections for these phases.

Additional Construction Administration fees: $541,332.00
Additional Reimbursable expenses: $10,000.00

III. Amendment to Exhibit C - Production Schedule

The Agreement Termination date set forth in Exhibit C - Production Schedule of the Agreement shall be amended and changed from July 30th, 2027, to the new Agreement Termination date of June 1st, 2028.

IV. Terms of Agreement Control and Extent of Amendment No. 2

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 and A/E have executed this Amendment No. 2, in duplicate, to be effective as of the date of the last party's execution below.

A/E:	**COUNTY**:
BLGY, Inc.	Williamson County, Texas
By: _____	By: _____
Signature	
Brody Harris	
Printed Name	Printed Name
Brody Harris, Senior PM	
Title	Title
Date Signed: Dec 16, 2025	Date Signed: _____

Commissioners Court - Regular Session **56.**

Meeting Date: 12/30/2025

Jail Boiler Renovation (445P/445A/2.1) - NV5 Consultants-AR1

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Amendment No. 1 to the Agreement for Commissioning Services between Williamson County and NV5 Consultants, Inc. being dated effective March 11, 2025, for the Jail Boilers.

Public Background

The Amendment No. 1 to the Agreement for Commissioning Services between Williamson County and NV5 Consultants, Inc. is made to extend the time to February 20th, 2026. Funding Source: ARPA/445P/445A/2.1 Jail

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Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Jail Boilers_NV5_A1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2025 12:07 PM
Form Started By: Christy Matoska		Started On: 12/19/2025 08:26 AM
Final Approval Date: 12/19/2025		

AMENDMENT NO. 1
TO
AGREEMENT FOR COMMISSIONING SERVICES

PROJECT: **Williamson County Jail Boilers** ("Project")

COMMISSIONING PROVIDER: **NV5 Consultants, Inc.** ("CxP")
Roger Monroe, CxA, Texas Operations Manager
5316 Highway 290 West, Suite 150
Austin, TX 78735

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

THIS AMENDMENT NO. 1 to **Agreement for Commissioning Services** ("Amendment No. 1") is by and between **Williamson County, Texas,** a body corporate and politic under the laws of the State of Texas ("County") and CxP.

R E C I T A L S

WHEREAS, County and CxP previously executed that certain **Agreement for Commissioning Services** ("Agreement") being dated effective **March 11, 2025**, wherein CxP agreed to perform certain professional services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **Production Schedule** under **Exhibit C** of the Agreement**;** and,

WHEREAS, it has become necessary to modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and CxP agree that the Agreement is modified and amended as follows:

I. Amendment to Exhibit C – Production Schedule

Exhibit C – Production Schedule shall be amended by the following:

The Agreement Termination date set forth in Exhibit C – Production Schedule of the Agreement shall be amended and changed from May 8, 2025, to the new agreement Termination date of February 20th, 2026

II. Terms of Agreement Control and Extent of Amendment No. 1

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.

III. IN WITNESS WHEREOF, County and CxP have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

CxP:	**COUNTY**:
NV5 Consultants, Inc.	Williamson County, Texas
By: Roger Monroe Signature	By: _____
Roger Monroe Printed Name	_____ Printed Name
Roger Monroe Title	_____ Title
Date Signed: Dec 16, 2025	Date Signed: _____

Commissioners Court - Regular Session **57.**

Meeting Date: 12/30/2025

Lake Creek Annex-Levy Dykema-Amendment No. 2

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Amendment No. 2 to the Agreement for Design & Engineering Services between Williamson County and Levy Dykema, PLLC dba Levy Dykema. Being dated effective May 6th, 2025, Supplemental Agreement No. 1 to Agreement for Design & Engineering Services being dated effective July 22nd, 2025, and Amendment No. 1 to Agreement for Design & Engineering Services, being dated October 7th, 2025, for the Lake Creek Annex.

Public Background

The Amendment No. 2 to the Agreement for Design & Engineering Services between Williamson County and Levy Dykema, PLLC dba Levy Dykema is made to extend the time to May 29th, 2026. Funding Source: P632

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Lake Creek Annex_LD_A2

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2025 12:09 PM
Form Started By: Christy Matoska		Started On: 12/19/2025 08:31 AM
Final Approval Date: 12/19/2025		

AMENDMENT NO. 2
TO
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 AMENDMENT NO. 2 to **Agreement for Design and Engineering Services** ("Amendment No. 2") is by and between **Williamson County, Texas,** 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 that certain Agreement for Design and Engineering Services ("Agreement") being dated effective May 6th, 2025, Supplemental Agreement No. 1 to Agreement for Design & Engineering Services, being dated effective July 22nd, 2025, Amendment No. 1 to Agreement for Design & Engineering Services, being dated effective October 7th, 2025**,** wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **Production Schedule** under **Exhibit C** of the Agreement**;** and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

I. Amendment to C – Production Schedule

Exhibit C – Production Schedule shall be amended and supplanted by the following:

The Agreement Termination date set forth in Exhibit C – Production Schedule of the Amendment No. 1 shall be amended and changed from January 30th, 2026, to May 29th, 2026.

II. Terms of Agreement Control and Extent of Amendment No. 2

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.

III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 2, in duplicate, to be effective as of the date of the last party's execution below.

A/E:	**COUNTY**:
Levy Architects, PLLC dba Levy Dykema	Williamson County, Texas
By: PHillip Reed Signature	By: _____
PHillip Reed Printed Name	_____ Printed Name
Principal Title	_____ Title
Date Signed: Dec 19, 2025	Date Signed: _____

Commissioners Court - Regular Session **58.**

Meeting Date: 12/30/2025

Fleet Shop Addition_MODE_A1

Submitted For: Dale Butler **Submitted By:** Christy Matoska, Facilities Managemen

Department: Facilities Management

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Amendment No. 1 to the Supplemental Agreement No. 1 to the Agreement for Design & Engineering Services between Williamson County and RHad Enterprises, Inc. dba MODE Design Company. being dated effective February 28th, 2024, Supplemental Agreement No. 1 to Agreement for Design & Engineering Services being dated effective July 30th, 2025 for the Fleet Shop Addition.

Public Background

The Amendment No. 1 to the Agreement for Design & Engineering Services between Williamson County and MODE Design Company is made to amend the language relating to the Fee Schedule under Attachment B of the Supplemental Agreement. Funding Source: P608

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Fleet Shop Addition_MODE_A1

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2025 12:12 PM
Form Started By: Christy Matoska		Started On: 12/19/2025 08:33 AM
Final Approval Date: 12/19/2025		

AMENDMENT NO. 1
TO
SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR DESIGN & ENGINEERING SERVICES

PROJECT: **Fleet Shop Maintenance Addition** ("Project")

ARCHITECT / ENGINEER: **RHad Enterprises, Inc. dba MODE Design Company** ("A/E")
Ryan Hansanuwat, President
103 Woods Lane
Cedar Park, TX 78613

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

THIS AMENDMENT NO. 1 to Supplemental Agreement No. 1 to Agreement for Design and Engineering Services ("Amendment No. 1") is by and between **Williamson County, Texas,** 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 executed an Agreement for Design and Engineering Services being dated effective February 28th 2024 ("Agreement").

WHEREAS, County and A/E previously executed that certain **Supplemental Agreement No. 1 to Agreement for Design and Engineering Services** ("Supplemental Agreement") being dated effective **July 30, 2025**, wherein A/E agreed to perform certain professional design and engineering services in connection with the Project;

WHEREAS, pursuant to **Article 20**, the terms of the Agreement may be modified by a written, fully-executed Contract Amendment;

WHEREAS, the parties wish to amend the language relating to **Fee Schedule** under **Attachment B** of the Supplemental Agreement**;** and,

WHEREAS, it has become necessary to supplement, modify and amend the Agreement in accordance with the provisions thereof.

NOW, THEREFORE, premises considered, County and A/E agree that the Agreement is supplemented, modified and amended as follows:

I. Amendment to Attachment B – Fee Schedule

Attachment B – Fee Schedule shall be amended by the attached Attachment B, decreasing fees for Phase III – Construction Documents which is incorporated herein by reference.

Decrease fee from $18,000 to $4,847.50 for Phase III – Construction Documents.

MODE Design Company, (-$900)

Halff Associates, Inc. (-13,152.50)

II. Terms of Agreement Control and Extent of Amendment No. 1

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.

III. IN WITNESS WHEREOF, County and A/E have executed this Amendment No. 1, in duplicate, to be effective as of the date of the last party's execution below.

RHad Enterprises, Inc. dba: MODE Design Company	**COUNTY**: Williamson County, Texas
By: _____ Signature	By: _____
Ryan Hansanuwat Printed Name	_____ Printed Name
Ryan Hansanuwat Title	_____ Title
Date Signed: Dec 19, 2025	Date Signed: _____

Commissioners Court - Regular Session **59.**

Meeting Date: 12/30/2025

Approval of Consent to Contract Assignment from Brandt Companies LLC to Southland Industries for Facilities Management

Submitted For: Joy Simonton **Submitted By:** Theresa Gross, Purchasing

Department: Purchasing

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on Consent to Contract Assignment from Brand Companies LLC (the Assignor) requested for Williamson County, Texas (“County”) for the assigned and transfer of all its interests, rights, and obligations to Southland Industries (the Assignee) and authorize execution of the Consent to Contract Assignment.

Public Background

Brandt Companies LLC changed names to Southland Industries. The Consent to Assignment transfers the following existing Williamson County services contracts to Southland Industries:

- Master Services Agreement effective 01.31.2024,
- Internal Contract #2024108 for HVAC services
- Master Services Agreement effective 01.31.2024,
- Internal Contract #2024109 for electrical services
- Master Services Agreement effective 01.31.2024
- Internal Contract #2024110 for plumbing services
- Agreement for Construction Services effective 07.22.2025 for work at Central Texas Treatment Center, 601 Alligator Rd., Granger, TX 76530
- Agreement for Construction Services effective 08.08.2025 for work on the North Rooftop Chiller Valves at Williamson County Jail, 508 Rock Street, Georgetown TX 78626
- Agreement for Construction Services effective 08.08.2025 for work on the North Rooftop Chiller Valves at Williamson County Jail, 508 Rock Street, Georgetown TX 78626;
- Agreement for Construction Services effective 12.11.2025 for the construction of Old DPS Building Automation System (BAS)
- Agreement for Construction Services effective 12.11.2025 for the construction of the Emergency Service Operations Center (ESOC) Data Center Computer Room Air conditioning (CRAC) Unit

Funding Source: varies. Point of Contact: Christi Stromberg.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent to Assign

TEC 1295

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2025 12:01 PM
Form Started By: Theresa Gross		Started On: 12/16/2025 12:14 PM
Final Approval Date: 12/19/2025		

CONSENT TO CONTRACT ASSIGNMENT

For good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by the parties hereto, **Brandt Companies, LLC** (hereinafter "Assignor") hereby request consent from **Williamson County, Texas** (hereinafter "County") of the assignment and transfers of all of Assignor's interest, rights and obligations to **Southland Industries** (hereinafter "Assignee") for the contract(s) described as follows:

- Master Services Agreement effective 01.31.2024, Internal Contract #2024108 for HVAC services, which is incorporated herein by reference for all purposes;
- Master Services Agreement effective 01.31.2024, Internal Contract #2024109 for electrical services, which is incorporated herein by reference for all purposes;
- Master Services Agreement effective 01.31.2024, Internal Contract #2024110 for plumbing services, which is incorporated herein by reference for all purposes;
- Agreement for Construction Services effective 07.22.2025 for work at Central Texas Treatment Center, 601 Alligator Rd., Granger TX 76530;
- Agreement for Construction Services effective 08.08.2025 for work on the North Rooftop Chiller Valves at Williamson County Jail, 508 Rock Street, Georgetown TX 78626;
- Agreement for Construction Services effective 08.08.2025 for work on the North Rooftop Chiller Valves at Williamson County Jail, 508 Rock Street, Georgetown TX 78626;
- Agreement for Construction Services effective 12.11.2025 for the construction of Old DPS Building Automation System (BAS) and
- Agreement for Construction Services effective 12.11.2025 for the construction of Emergency Service Operations Center (ESOC) Data Center Computer Room Air conditioning (CRAC) Unit.

In consideration of the mutual promises and covenants contained herein, County, Assignor and Assignee hereby agree as follows:

1. Assignor agrees that all rights and obligations of Assignor arising under the Contract or otherwise by law or by the existence of conditions precedent, which may or may not have occurred as of the date of this Consent to Contract Assignment, are hereby included in the Assignment of the Contract to Assignee and Assignee hereby agrees to accept same as if Assignee was an original party to the aforesaid Contract.

2. Following the execution of this Consent to Contract Assignment, Assignee shall fully perform all services and/or provide all goods in accordance with terms and conditions of the Contract as if Assignee was an original party to the Contract.

3. Assignor and Assignee have agreed the assignment of the Contract shall be binding upon and inure to the benefit of Assignor and Assignee and their respective affiliates, successors, assigns, heir and devisees and legal representatives.

4. UPON EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT AND IN CONSIDERATION OF COUNTY'S CONSENT TO THE ASSIGNMENT SUBJECT HEREOF, ASSIGNEE HEREBY AGREES THAT ASSIGNEE SHALL ASSUME ENTIRE RESPONSIBILITY AND LIABILITY (OTHER THAN AS A RESULT OF COUNTY'S GROSS NEGLIGENCE) AND INDEMNIFY COUNTY FOR ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF THE PERSONAL INJURY, OR DEATH, OF ANY EMPLOYEE OF ASSIGNOR, OR OF ANY SUBCONTRACTOR, OR OF ANY OTHER ENTITY FOR WHOSE ACTS ASSIGNOR MAY BE LIABLE, WHICH OCCURRED OR WAS ALLEGED TO HAVE OCCURRED IN CONNECTION WITH ASSIGNOR'S PERFORMANCE OF SERVICES UNDER THE CONTRACT PRIOR TO EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT; AND FROM AND AGAINST CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, ARISING OUT OF OR ALLEGED TO BE RESULTING FROM ASSIGNOR'S PERFORMANCE OF THE CONTRACT OR THE SERVICES PROVIDED UNDER THE CONTRACT PRIOR TO THE EXECUTION OF THIS CONSENT TO CONTRACT ASSIGNMENT, TO THE EXTENT CAUSED BY THE NEGLIGENCE, ACTS, ERRORS, OR OMISSIONS OF ASSIGNOR OR ITS SUBCONTRACTORS, ANYONE EMPLOYED BY ASSIGNOR OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE.

5. In consideration of the terms, conditions, agreements and covenants set forth herein, County agrees and does hereby consent to Assignor's assignment of the Contract to Assignee.

6. It is the intention of the parties hereto that in the event a court of competent jurisdiction finds that any provision or portion of this Consent to Contract Assignment is unenforceable for any reason, the balance and remainder of this Consent to Contract Assignment shall remain effective and enforceable to the extent possible under the circumstances then existing.

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

8. Each party to this Consent to Contract Assignment hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Consent to Contract Assignment shall lie exclusively in Williamson County, Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Consent to Contract Assignment is governed by the laws of the United States, this Consent to Contract Assignment shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.

9. This Consent to Contract Assignment represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written relating to the subject matter hereof. This Consent to Contract Assignment may be amended only by written instrument signed by each party.

AGREED, signed and made effective as of the date of the last party's execution below.

COUNTY:

Williamson County, Texas

By: _____

Printed Name: _____

Capacity: As Presiding Officer of the
Williamson County Commissioners Court

Date: _____ _____, 20___

ASSIGNOR:

Brandt Companies, LLC:

By: _____

Printed Name: Jordan Green

Title: VP

Date: December 15, 2025

ASSIGNEE:

Southland Industries:

By: _____

Printed Name: Jordan Green

Title: Director

Date: December 15, 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:
2025-1400666

Date Filed:
12/16/2025

Date Acknowledged:
12/16/2025

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

Southland Industries
Austin, TX United States

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

Williamson County

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

202531
Reference Contract # 2025318

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 _____, _____, _____, _____, _____.
(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:
2025-1400666

Date Filed:
12/16/2025

Date Acknowledged:

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

Southland Industries
Austin, TX United States

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

Williamson County

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

202531
Reference Contract # 2025318

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

[redacted]

(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Commissioners Court - Regular Session **60.**

Meeting Date: 12/30/2025

Consent and Development Agreement for Williamson County MUD No 62

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, LH 207, LP and Williamson County Municipal Utility District No. 62.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent and Development Agreement - WC MUD 62

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:31 PM
Form Started By: Adam Boatright		Started On: 12/19/2025 05:36 PM
Final Approval Date: 12/21/2025		

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

LH 207, LP;

AND

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 62

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "*Agreement*") is by **Williamson County, Texas**, a Texas political subdivision (the "*County*"), and **LH 207, LP**, a Texas limited partnership (the "*Owner*"). Subsequent to its creation, **Williamson County Municipal Utility District No. 62**, a proposed municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code as contemplated by this Agreement (the "*District*"), will become a party to this Agreement. The County, the Owner, and the District are sometimes referred to individually herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Owner owns approximately 130.1 acres of land located within the boundaries of the County (the "*Land*"); and

WHEREAS, the Land is more particularly described by metes and bounds and map depiction on the attached **Exhibit A**; and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant to an application filed with the Texas Commission on Environmental Quality (the "*TCEQ*"); and

WHEREAS, the purposes of the proposed District include designing, constructing, acquiring, installing, and financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within the District (collectively, the "*District Improvements*"); and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Owner, and in accordance with this Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, subsequent to its creation, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters

49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the Subdivision Regulations (as defined herein) and the County's rules and regulations in effect as of the date of County's execution of this Agreement, including the LRTP (as defined herein), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

District means the Municipal Utility District identified herein-above, a political subdivision of the State of Texas to be created over the Land.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the District.

Land means approximately 130.1 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

LRTP means the Williamson County Long Range Transportation Plan as adopted on the date of the County's execution of this Agreement.

Owner means the owner of the Land, identified herein-above, its company or its successors and assigns under this Agreement.

Provisional Acceptance means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

Reimbursement Agreement means any agreement between Owner and District for the reimbursement of eligible costs associated with the construction of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any purpose or function permitted by the District.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

Subdivision Regulations means the Williamson County Subdivision Regulations adopted and effective as of December 7, 2021.

Subdivision Roads means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or LRTP Corridor Roads within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

ARTICLE II
CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Creation of District. The County acknowledges receipt of notice of the Owner's request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within ten (10) business days after the County's execution of this Agreement, the County shall withdraw (the "*County Withdrawal*") its request for a contested case hearing and withdraw as a party from the TCEQ proceeding captioned *Petition by LH 207, LP, for the creation of Williamson County Municipal Utility District No. 62, TCEQ ID No. D-01172025-027* ("TCEQ Proceeding"). Owner shall have, in addition to the additional remedies set forth in Article V, the right to terminate this Agreement in the event the County fails to withdraw from the TCEQ Proceeding in accordance with this paragraph, in which case this Agreement shall be null and of no further force or effect.

Section 2.02. District Execution of Agreement. The Owner shall cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting.

ARTICLE III
ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications.

(a) *LRTP Corridor Project Dedication*. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("*Corridor Project*"). Within ninety (90) days after the date that the County Withdrawal is submitted to the TCEQ, the Owner, or an affiliated entity under common control of 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, 120 feet of the right-of-way owned by Owner, or an affiliated entity under common control of the Owner, as shown generally on **Exhibit C**, for the road shown within the boundaries of the Land as Corridor Projects in the LRTP ("*LRTP Corridor Roads*"), as indicated as "Controlled Access – Proposed Local" or "Controlled Access – Proposed State", respectively, in **Exhibit B**. Owner further agrees to convey, within ninety (90) days of a request by the County Engineer for said right-of-way dedication, an additional 80 feet of right-of-way to the County for the LRTP Corridor Road shown on **Exhibit B**, as shown generally on **Exhibit C,** at fair market value as determined by an independent appraisal. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not otherwise owned by Owner, or an affiliated entity under common control of the Owner, the County shall be responsible for acquiring said right-of-way.

(b) *LRTP Arterial(s) Dedication*. The Owner, or an affiliated entity under common control of 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 owned by the Owner, or an affiliated entity under common control of the Owner required for any roads which are shown within and/or adjacent to the boundaries of the Land as arterial roadways in the LRTP ("*LRTP Arterial(s)*"), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not owned by Owner, or an affiliated entity under common control of the Owner, the County shall be responsible for acquiring said right-of-way.

(c) *Right of Way Reimbursements*. The Owner reserves the right to seek reimbursement for any such right-of-way dedications from the District in accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any LRTP Corridor Road(s) and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by Owner which will not be unreasonably withheld. Owner shall have no obligation to convey any lands to the County not located within or adjacent to the Land.

Section 3.02. Road Construction. Except in cases when the Owner or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road

bond elections. The construction of all Subdivision Roads shall be the responsibility of the Owner or the District and shall be constructed pursuant to the Applicable Rules. The Owner shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Owner and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible for those items. The Owner hereby acknowledges and agrees that, as part of the TCEQ Proceeding, it has requested that the TCEQ grant the District the powers and authority necessary to maintain, repair and or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV
DEVELOPMENT OF LAND

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules. Changes or modifications to the Applicable Rules will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 4.02. Additional Land. Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.01 and shall be developed in accordance the applicable rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

Section 4.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

Section 4.04. Subdivision Application Processing.

(a) The Owner acknowledges that, as of the effective date of this Agreement, the draft preliminary plat application that it has submitted to the County for a subdivision of the Land has not yet been approved by the Williamson County Commissioners Court and that the draft preliminary plat is not being approved by way of this Agreement. The County agrees that the following requirements, including providing evidence of a permit from the TCEQ to dispose of wastewater to serve the Land, will not be required to obtain approval of the preliminary plat by the Williamson County Commissioners Court but the following requirements will apply to each phase of development of the Land (each, a "*Phase*"). This section makes no other amendments to the Applicable Rules except as defined herein.

(1) Organized Sewerage Facilities: The Owner intends to develop an organized wastewater collection and treatment system to serve the Land. Prior to final plat approval for a Phase, the Owner shall provide to the County evidence that it has obtained the appropriate permit from the Commission to dispose of wastewater for the build-out of such Phase and plans and specifications for the proposed wastewater collection and treatment facilities for the Phase shall have been approved by all entities having jurisdiction over the proposed project. The final plat for each Phase shall contain a statement that the permit has adequate capacity to treat the total flow anticipated from such Phase. If the approved wastewater treatment facilities are under construction or have been constructed but are not fully operational, the County agrees that pump and haul wastewater service will be allowed to serve the first phase of the development until the facilities are fully operational; and, if required by 30 TAC §285.34(e) because the Commission determines that the wastewater treatment plant wet well constitutes a holding tank for an on-site sewage facility (OSSF) under the Commission's regulations, the County will, if the Owner submits an application to the County meeting the County's OSSF regulations, issue a permit for such holding tank for a period of up to six (6) months, which permit may be extended administratively by the County Engineer for one additional six-month period.

(b) The Owner agrees that it will not submit subdivision construction plans or a final plat application for any Phase to the County prior to approval of the preliminary plat by the Williamson County Commissioners Court.

(c) The Owner further agrees that the preliminary plat shall include a note on its face that states, "A final plat will not approved by the Williamson County Commissioners Court for any portion of this preliminary plat (a "phase") until the Owner has obtained and provided to the County evidence that it has obtained the appropriate permit from the TCEQ to dispose of wastewater for the build-out of the phase and plans and specifications for the proposed wastewater collection and treatment facilities for the phase shall have been approved by all entities having jurisdiction over the proposed project."

ARTICLE V
TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. Term. The term of this Agreement shall commence following the County's and Owner's execution hereinbelow and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner, and following creation of the District, the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following creation of the District, the District. After full-build out of the Land and issuance of all bonds by the District for reimbursement of Owner's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 5.03. Assignment.

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the County's written consent, which will not be unreasonably withheld, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. Notwithstanding the foregoing, Owner shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner without the County's written consent; provided, however, that the Owner shall provide the County written notice of the assignment to the affiliated entity under common control.

(b) The terms of this Agreement will run with the Land and will be binding upon the Owner and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully subdivided, developed, and improved lot within the Land.

Section 5.04. Remedies.

(a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("*Notice*") to the County. If the County fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within forty-five (45) days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner or the District may enforce this Agreement by injunctive relief or a writ of mandamus from a Williamson County District Court or terminate this Agreement.

(b) If the Owner or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner or the District fails to cure any Monetary Default within forty-five (45) days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If Owner fails to cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement as required by Section 2.02 of this Agreement, the County shall have the right to enjoin Owner from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for Owner's eligible costs.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

County: Williamson County
Attn: County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78628

District: Williamson County Municipal Utility District No. 62
c/o Allen Boone Humphries Robinson LLP
Attn: Ryan Harper & Duggan Baker
E-mail: rharper@abhr.com; dbaker@abhr.com
919 Congress Avenue, Suite 1500
Austin, Texas 78701

Owner(s): LH 207, LP
Attn: Scott Rempe
PO Box 498
Leander, Texas 78646

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party.

Section 6.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 6.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.04. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 6.05. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 6.06. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 6.07. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 6.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in

conformity with the constituent documents of each person or entity executing on behalf of the Owner and District.

Section 6.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, pandemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 6.10. Interpretation. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 6.11. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the County, the District, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner (and any permitted assignee of the Owner).

Section 6.12. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description and Map of the Land

Exhibit B - LRTP Corridor Road and/or LRTP Arterial Locations

Exhibit C - Right of Way Exhibit

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

(Signatures on the following pages.)

WILLIAMSON COUNTY, TEXAS
(COUNTY)

By:_____

Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20___, by _____, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.

_____
Notary Public Signature

(Seal)

OWNER:

LH 207, LP,
A Texas limited partnership

By: Packsaddle Real Estate Partners, LLC
a Texas limited liability company
its General Partner

By: _____
Name: Scott Rempe
Title: Managing Partner

Date: 12/12/25

Address for Notice:

LH 207, LP
Attn: Scott Rempe
PO Box 498
Leander, TX 78646

THE STATE OF Texas §
§
COUNTY OF Williamson §

This instrument was acknowledged before me on this 12th day of December, 2025, by Scott D. Rempe, Managing Partner of Packsaddle Real Estate Partners, LLC, a Texas limited liability company and General Partner of **LH 207, LP,** a Texas limited partnership, on behalf of said limited liability company and limited partnership.

_____
(SEAL) Notary Public Signature

MAX LOMBOY JR
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 134513203
MY COMM. EXP. 08-17-2027

WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 62

By:_____

Name:_____

Title:_____

Date:_____

Address for Notice:

Williamson County Municipal Utility
District No. 62
c/o Allen Boone Humphries Robinson LLP
Attn: Ryan Harper; Duggan Baker
E-mail: rharper@abhr.com; dbaker@abhr.com
919 Congress Avenue, Suite 1500
Austin, TX 78701

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, _____, by _____, President of the Board of Directors of Williamson County Municipal Utility District No. 62, on behalf of said District.

_____
(SEAL) Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

[attached]

PAPE-DAWSON ENGINEERS

FIELD NOTES

FOR

A 130.100 ACRE TRACT OF LAND, SITUATED IN THE JOHN F WEBBER SURVEY, ABSTRACT NO. 654, BEING ALL OF A CALLED 130.13 ACRE TRACT, CONVEYED TO CR 207 LAND AND CATTLE LLC, RECORDED IN DOCUMENT NO. 2019058322 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS. SAID 130.13 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE.

BEGINNING at a 3/4" iron pipe found on a point in the east right-of-way line of County Road 207, said point being the southwest corner of a called 109.13-acre tract conveyed to Timothy J. Callan in executor's deed, recorded in Document No. 2004086414 of the Official Public Records of Williamson County, Texas, same being the northwest corner of said 130.13-acre tract for the northwest corner and **POINT OF BEGINNING** hereof;

THENCE departing the east right-of-way of said County Road 207, with the south boundary line of said 109.13-acre tract, same being the north boundary line of said 130.13-acre tract, the following three (3) courses and distances:

1. **N 68°44'04" E**, a distance of **599.39 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

2. **N 68°20'50" E**, a distance of **643.24 feet** to a ½" iron rod found for an angle point hereof, and

3. **N 68°26'49" E**, a distance of **1094.64 feet** to a 6" fence post found on a point in the south line of said 109.13 acre tract, said point being on the northwest corner of a called 113.487-acre tract, recorded in Document No. 2020137026 of said Official Public Records, same being the northeast corner of said 130.13-acre tract for the northeast corner hereof,

THENCE S 21°53'53" E, departing the south boundary line of said 109.13-acre tract, with the west boundary line of said 113.487-acre tract, same being the east boundary line of said 130.13-acre tract, a distance of **1988.09 feet** to a ½" iron rod found in the north boundary line of a called 70.727-acre tract, recorded in Document No. 2019039686 of said Official Public Records, same being the southwest corner of said 113.487-acre tract, also being the southeast corner of said 130.13-acre tract for the southeast corner hereof;

THENCE departing the west boundary line of said 113.487-acre tract, with the south boundary line of said 130.13-acre tract, same being the north boundary line of said 70.727-acre tract, in part with the north boundary line of a called 16.976-acre tract, recorded in Document No. 2014068188 of said Official Public Records, and in part with the north boundary line of a called 18.00-acre tract, recorded in Document No. 2014068188 of said Official Public Records, the following six (6) courses and distances:

1. **S 68°36'18" W**, a distance of **551.76 feet** to a busted iron rod found for an angle point hereof,

2. **S 68°30'47" W**, a distance of **546.11 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

3. **S 67°44'26" W**, a distance of **191.78 feet** to a ½" iron rod found for an angle point hereof,

4. **S 67°28'55" W**, a distance of **116.85 feet** to a ½" iron rod found for an angle point hereof,

5. **S 69°14'56" W**, a distance of **649.47 feet** to ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and

6. **S 68°38'34" W**, a distance of **664.25 feet** to a 3/4" iron rod pipe found in the east right-of-way line of said County Road 107 for an angle point hereof,

THENCE S 68°36'45" W, over and across said County Road 107, with the south boundary line of said 130.13-acre tract, at a distance of 63.24 feet passing a ½" iron rod found in the northeast corner of a called 73.097-acre tract, recorded in Document No. 2013052961 of said Official Public Records, continuing with the north boundary line of said 73.097-acre tract same being the south boundary line of said 130.13-acre tract, at a distance of 703.31 feet passing a ½" iron rod in concrete found, continuing with the north boundary line of said 73.097-acre tract, same being the south boundary line of said 130.13-acre tract, a total distance of **825.05 feet** to a calculated point in the east boundary line of San Gabriel River Ranch, a subdivision according to the plat recorded in Document No. 1969001467 of said Official Public Records, same being the northwest corner of said 73.097-acre tract, and same being the southwest corner of said 130.13-acre tract for the southwest corner hereof;

THENCE N 21°57'49" W, departing the north boundary line of said 73.097-acre tract, with the east boundary line of said San Gabriel River Ranch, same being a west boundary line of said 130.13-acre tract, a distance of **35.52 feet** to a calculated point in the southwest corner of a called 20.20-acre tract, recorded in Document No. 2017046356, same being the western most northwest corner of said 130.13-acre tract for the western most northwest corner hereof;

THENCE departing the east boundary line of said San Gabriel River Ranch, with the south and east line of said 20.20-acre tract, same being a north boundary line of 130.13-acre tract the following two (2) courses and distances:

1. **N 69°21'46" E**, at a distance of 72.96 feet passing a 3/4" iron pipe, continuing for a total distance of **508.37 feet** to a leaning ½" iron rod found for an interior ell corner hereof, and

2. **N 23°24'37" W**, a distance of **86.21 feet** to an iron rod marked "CUPLIN" found on a point in the west right-of-way line of said County Road 107 for an angle point hereof;

THENCE N 75°00'04" E departing the east boundary line of said 20.20-acre tract, with a north boundary line of said 130.13-acre tract, same being the west right-of-way line of said County Road 107, a distance of **152.01 feet** to a mag nail & washer found in the west right-of-way line of said County Road 107, same being a northeast corner of said 130.13-acre tract for an angle point hereof;

THENCE N 20°27'39" E, over and across said County Road 107, with the west boundary line of said 130.13-acre tract, a distance of **37.74 feet** to an iron rod marked "CUPLIN" found in the east right-of-way line of said County Road 107 for an angle point hereof;

THENCE with the east right-of-way line of said County Road 107, same being the west boundary line of said 130.13-acre tract, the following seven (7) courses and distances:

1. **N 70°23'15" W**, a distance of **124.38 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

2. **N 56°26'43" W**, a distance of **63.36 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof,

3. **N 23°45'58" W**, a distance of **775.34 feet** to an "x" in a 6" cedar post found for a calculated angle point hereof,

4. **N 08°18'42" E**, a distance of **204.87 feet** to an "x" in a 6" cedar post found for a calculated angle point hereof,

5. **N 17°38'18" E**, a distance of **529.15 feet** to an "x" in a 6" cedar post found for a calculated angle point hereof,

6. **N 08°06'03" E**, a distance of **330.92 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" set for an angle point hereof, and

7. **N 25°00'21" E**, a distance of **102.05 feet** to the **POINT OF BEGINNING** and containing 130.100 acres in the City of Liberty Hill, Williamson County, Texas. Said tract being described in accordance with an on the ground survey, prepared under Job No. 51276-00 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: September 21, 2021
JOB No.: 51094-00
DOC.ID.: H:\Survey\CIVIL\51276-00\Word\FN51276-00_130.100Ac.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



Exhibit A



WILLIAMSON CO. MUD NO. 62
LOCATION MAP

PROJECT NO.	1737-11838	DRAWN BY:	TM
DATE:	08/01/2024	CHECKED BY:	CLO

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

H:\PROJECTS\1737 - PACKSADDLE PARTNERS\11838 PACKSADDLE LIBERTY HILL\CAD\EXHIBITS\11838-C-LOCATION MAP.DWG DATE: 10/17/2024 3:07:20 PM BY: TMARSHALL

EXHIBIT B

LRTP Corridor Roads and/or LRTP Arterial Locations

[attached]

WILCO TEXAS

Long Range Transportation Plan

Enter address or street...

Map Legend

Filter Swatches... Filter

- **Boundary**
  - County Boundary
- **Transportation Plan**
  - **Long Range Transportation Plan**
    - Arterial - Proposed
    - Controlled Access - Existing
    - Controlled Access - Proposed Local
    - Controlled Access - Proposed State
- **Streets**
  - Streets
- **Municipalities**
  - **Incorporated Cities**

Map Legend

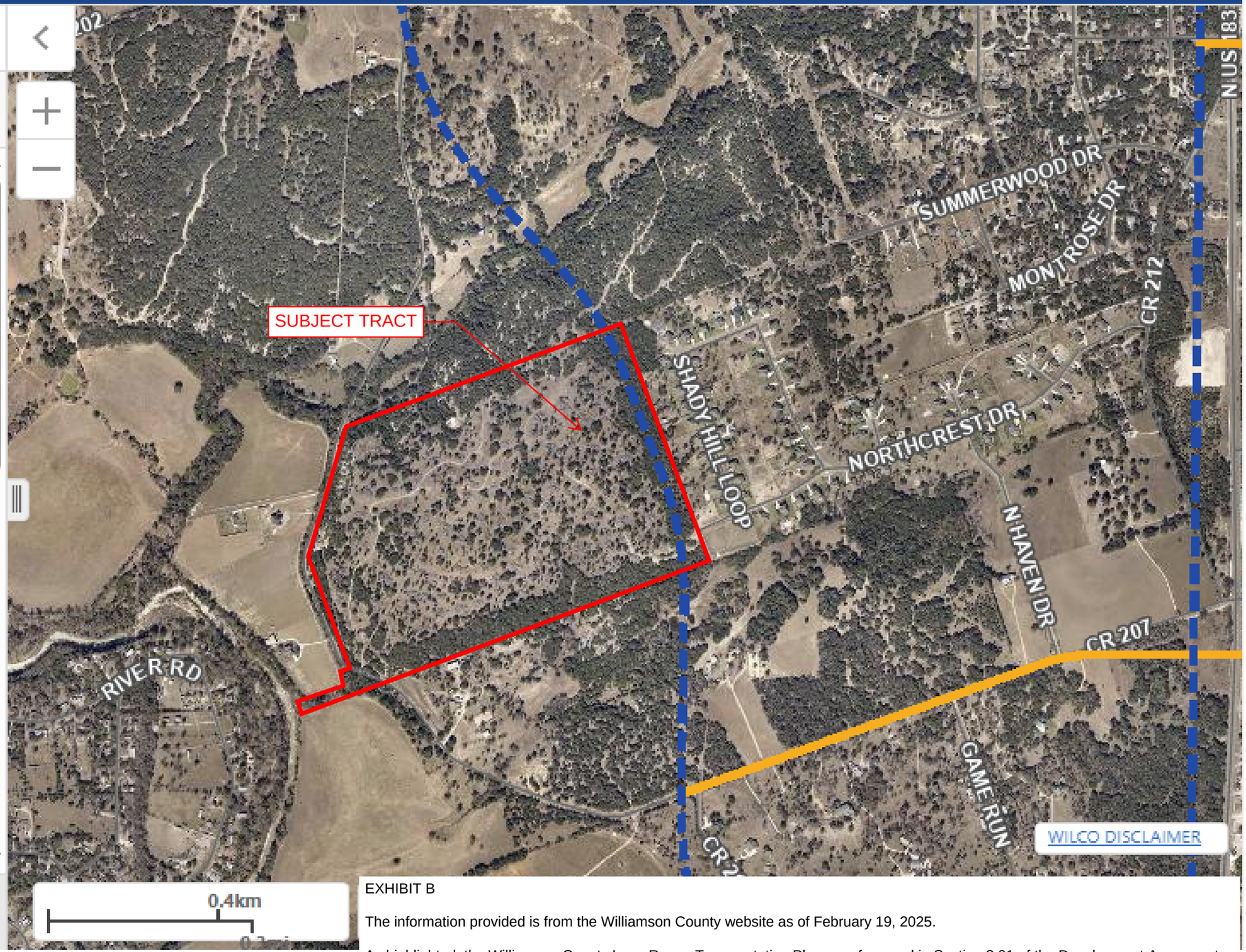


EXHIBIT B

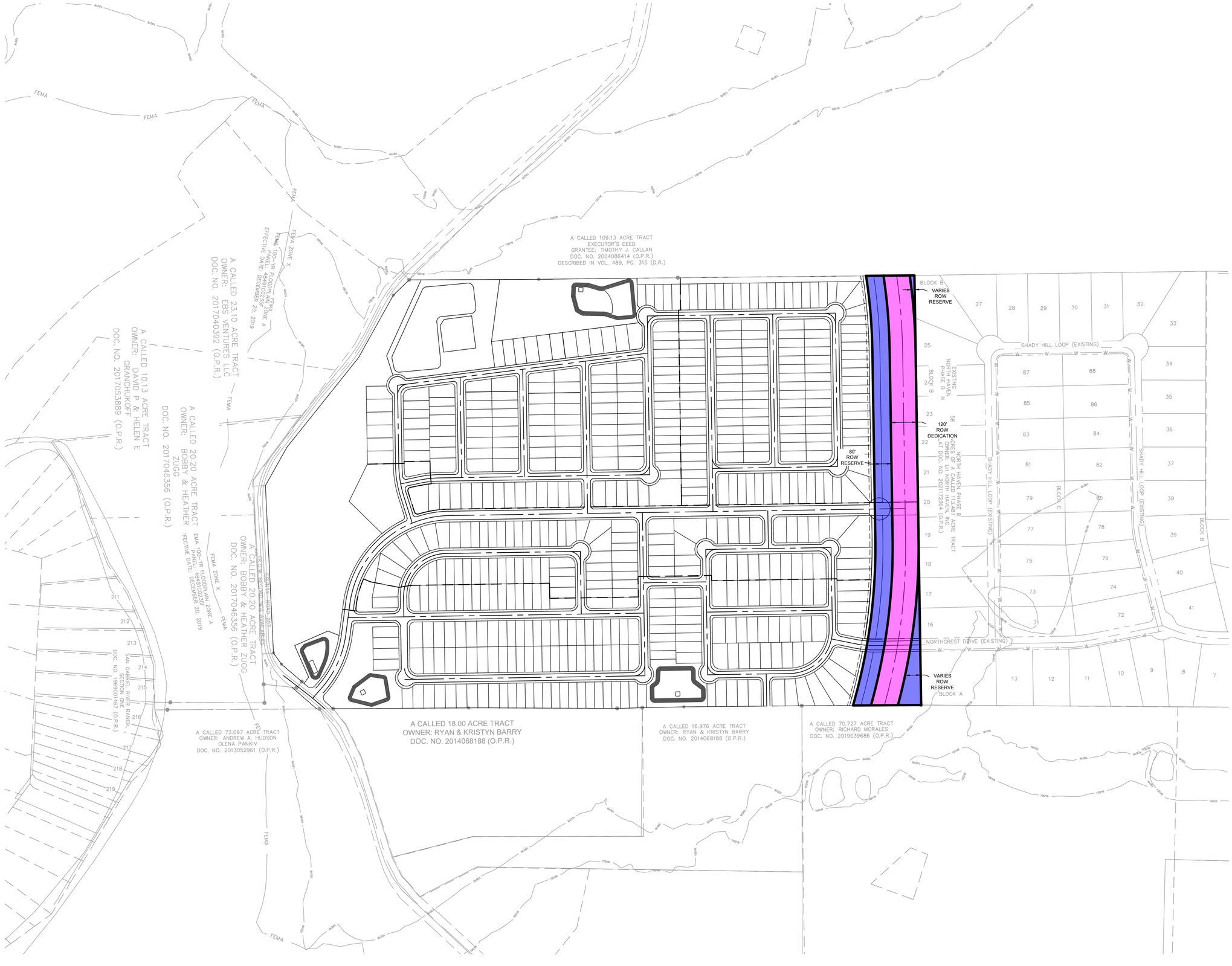
The information provided is from the Williamson County website as of February 19, 2025.

As highlighted, the Williamson County Long Range Transportation Plan as referenced in Section 3.01 of the Development Agreement does include a future controlled access corridor projects within the **Subject Property.**

EXHIBIT C

Right of Way Exhibit

[attached]



8834 N. Capital of Texas Hwy.
Suite 140
Austin, Texas 78759
(512)452-0371
FAX(512)454-9933
TBPELS FIRM #2946

GRAY ENGINEERING

NO.	BY	DATE	REVISION DESCRIPTION

ROW DEDICATION & RESERVE

RESERVE AT NORTH HAVEN
PRELIMINARY PLAN
WILLIAMSON COUNTY, TX

PROJECT NO: 11838

DESIGNED BY: XXX

DRAWN BY: XXX

CHECKED BY: XXX

NOTICE:
ALTERATION OF A SEALED DRAWING WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS A VIOLATION OF THE TEXAS ENGINEERING PRACTICE ACT.

H:\PROJECTS\1737 - PACKSADDLE PARTNERS\11838 PACKSADDLE LIBERTY HILL\CAD\EXHIBITS\11838 - RNH ROW DEDICATION.DWG DATE: 9/25/2025 7:56:35 AM BY: COSBOURN

Commissioners Court - Regular Session **61.**

Meeting Date: 12/30/2025

Letter of support for City of Georgetown FM 971 Project

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a letter of support for the City of Georgetown's FM 971/Weir Road CAMPO funding application.

Public Background

The letter of support is for the City of Georgetown's application to the Capital Area Metropolitan Planning Organization (CAMPO) for construction funding to widen FM 971/Weir Road between Gann Street and SH 130.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Georgetown FM 971 CAMPO Letter of Support

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:34 PM
Form Started By: Adam Boatright		Started On: 12/19/2025 05:57 PM
Final Approval Date: 12/21/2025		

Williamson County Courthouse
710 Main Street, Georgetown, TX 78626
512.943.1100
wilcotx.gov

December 30, 2025

Capital Area Metropolitan Planning Organization
Transportation Policy Board
8303 N. MoPac Expressway, Suite A210
Austin, TX 78759

Re: FM 971/Weir Road Widening Construction Funding Application

Dear Transportation Policy Board,
I am writing to express my enthusiastic support for the City of Georgetown and TxDOT District's co-sponsored application to the Capital Area Metropolitan Planning Organization (CAMPO) for funding to widen FM 971/Weir Road between Gann Street and SH 130.
The proposed improvements will:

- Widen FM 971 from two lanes to a four-lane divided roadway with a raised median
- Include intersection and access improvements to enhance safety and mobility
- Add shared-use paths for pedestrians and cyclists along both sides of the corridor
- Improve connectivity to schools, neighborhoods, parks, and regional destinations

In 2023, Williamson County voters approved a bond referendum which included $4,000,000.00 towards these improvements. We believe this project will significantly benefit the community by improving safety, reducing congestion, and supporting multimodal transportation options.

Sincerely,

Steven Snell
Williamson County Judge

Commissioners Court - Regular Session **62.**

Meeting Date: 12/30/2025

Consent and Development Agreement for NW Williamson County MUD No 3

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

Department: Infrastructure

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on a Consent and Development Agreement between Williamson County, Florence FM 970 Ventures, LLC and Northwest Williamson County Municipal Utility District No. 3.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

Consent and Development Agreement - NW WC MUD 3

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:32 PM
Form Started By: Adam Boatright		Started On: 12/19/2025 05:50 PM
Final Approval Date: 12/21/2025		

CONSENT AND DEVELOPMENT AGREEMENT

AMONG

WILLIAMSON COUNTY, TEXAS;

FLORENCE FM 970 VENTURES, LLC;

AND

NORTHWEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 3

CONSENT AND DEVELOPMENT AGREEMENT

This **CONSENT AND DEVELOPMENT AGREEMENT** (this "*Agreement*") is entered into by **Williamson County, Texas**, a Texas political subdivision (the "*County*"), and **Florence Fm 970 Ventures, LLC,** a Texas limited liability company (the "*Owner*"). Subsequent to its creation and organization, **Northwest Williamson County Municipal Utility District No. 3**, a municipal utility district to be created pursuant to Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54, Texas Water Code (the "*District*"), will become a party to this Agreement. The County, the Developer and the District are sometimes referred to individually herein as a "*Party*" and collectively as the "*Parties*".

RECITALS

WHEREAS, the Owner owns approximately 161.67 acres of land located within the boundaries of the County (the "*Land*"); and

WHEREAS, the Land is more particularly described by metes and bounds and map depiction on the attached **Exhibit A**; and

WHEREAS, the Owner intends that the Land will be developed in phases as a master-planned, residential community that will include park and recreational facilities to serve the Land; and

WHEREAS, the Owner and the County wish to enter into this Agreement to encourage innovative and comprehensive master-planning of the Land, provide certainty of regulatory requirements throughout the term of this Agreement, and result in a high-quality development for the benefit of the present and future residents of the County and the Land; and

WHEREAS, the Owner has proposed to create the District over the Land pursuant to an application filed with the Texas Commission on Environmental Quality (the "*TCEQ*"); and

WHEREAS, the purposes of the District include designing, constructing, acquiring, installing, and financing, water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements as authorized by the Texas Constitution and Texas Water Code to serve the area within the District (collectively, the "*District Improvements*"); and

WHEREAS, construction of the District Improvements will occur in phases, as determined by the District and the Owner, and in accordance with this Agreement; the applicable regulations of the County; Chapters 49 and 54, Texas Water Code, as amended; the rules and regulations of the TCEQ, as amended; and applicable state and federal regulations (collectively, the "*Applicable Regulations*"); and

WHEREAS, subsequent to its creation, the District is authorized to enter into this Agreement pursuant to the provisions of Texas law, including but not limited to, Chapters 49 and 54, Texas Water Code, as amended; and Chapter 791, Texas Government Code, as amended; and

WHEREAS, the County is a political subdivision of the State of Texas and the County has the authority to enter into this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, including the agreements set forth below, the Parties contract as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Definitions. In addition to the terms defined elsewhere in this Agreement or in the County's regulations, the following terms and phrases used in this Agreement will have the meanings set out below:

Applicable Rules means the Subdivision Regulations (as defined herein), and the County's rules and regulations in effect as of the Vesting Date, including the LRTP (as defined herein), as amended by: (i) any amendments authorized by Chapter 245, Texas Local Government Code; (ii) any variances, waivers, and exceptions to such rules that are approved by the County; (iii) any applicable interlocal agreement to which the County is a party; and (iv) any additional restrictions or regulations agreed to by Owner in writing.

Agreement means this Consent and Development Agreement.

Commission or TCEQ means the Texas Commission on Environmental Quality or its successor agency.

County means Williamson County, Texas.

District means Northwest Williamson County Municipal Utility District No. 3, a political subdivision of the State of Texas, to be created over the Land.

District Improvements means the water, wastewater, and drainage utilities, roads and improvements in aid of roads, park and recreational facilities, and other public improvements, as authorized by the Texas Constitution and Texas Water Code, to serve the District.

Land means approximately 161.67 acres of land located in Williamson County, Texas, as described by metes and bounds on **Exhibit A**.

LRTP means the Williamson County Long Range Transportation Plan in effect as of the Vesting Date.

Owner means the owner of the Land, identified herein-above, its company or its successors and assigns under this Agreement.

Provisional Acceptance means the County accepting a roadway after the completion of construction and approval by the County for traffic operations only, but not for maintenance.

Reimbursement Agreement means any agreement between developer and District for the reimbursement of eligible costs associated with the construction of any works, improvements, facilities, plants, equipment and appliances necessary to accomplish any purpose or function permitted by the District.

Road Projects means any road projects or improvements in aid of such road projects that the District is authorized to undertake pursuant to Article III, Section 52, Article XVI, Section 59 of the Texas Constitution, as amended, or Chapters 49 and 54, Texas Water Code, as amended, or otherwise pursuant to any authority granted to the District by special act of the Texas Legislature or by Texas law.

Subdivision Regulations means the Williamson County Subdivision Regulations adopted and effective as of March 4, 2025.

Subdivision Roads means all roads within the Land, regardless of size or functional classification, that are not identified as LRTP Arterials or Corridor Projects within the LRTP. Subdivision Roads include, but are not limited to the pavement structure (including but not limited to HMA or concrete surface, base material, subgrade material, geogrid, pavement striping, curbs, gutters, and shoulders), any stormwater conveyance devices (including but not limited to culverts, ditches, channels, storm drains, and inlets), structural components (including but not limited to bridges, bridge-class culverts, and retaining walls), water quality and detention devices, vegetation control, and any improvements in aid of roads.

Vesting Date means June 23, 2025 (the date that County received a complete preliminary plat application for all or a portion of the Land).

ARTICLE II
CREATION OF DISTRICT AND EXECUTION OF AGREEMENTS

Section 2.01. Creation of District. The County acknowledges receipt of notice of the Owner's request to the TCEQ for creation of the District over the Land. The County agrees that this Agreement will constitute and evidence the County's non-opposition to the creation of the District and that no further action will be required on the part of the County related to the creation of the District. Within five (5) business days after the County's execution of this Agreement, the County shall withdraw (the "*County Withdrawal*") its request for a contested case hearing and withdraw as a party from the TCEQ proceeding captioned *Petition by Florence FM 970 Ventures LLC, for the creation of Northwest Williamson County Municipal Utility District No. 3, TCEQ Docket No. 2025-188-DIS* ("TCEQ Proceeding"). Owner shall have, in addition to the additional remedies set forth in Article V, the right to terminate this Agreement in the event the

County fails to withdraw from the TCEQ Proceeding in accordance with this paragraph, in which case this Agreement shall be null and of no further force or effect

Section 2.02. District Execution of Agreement. The Owner shall cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement within thirty (30) days after the date the District's Board of Directors holds its organizational meeting. If the District fails to execute this Agreement in accordance with this Section, then after notice and opportunity to cure pursuant to Section 5.04, this Agreement shall be null and void and of no further force and effect as between the District and the County.

ARTICLE III
ROADWAY IMPROVEMENTS

Section 3.01. Right of Way Dedications.

(a) LRTP Corridor Project Dedication. The County has adopted a LRTP which provides for the planning and future construction of certain road corridors within the County ("Corridor Project"). The Owner, or an affiliated entity under common control of 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 owned by Owner, or an affiliated entity under common control of the Owner required for any roads which are shown within and/or adjacent to the boundaries of the Land as Corridor Projects in the LRTP, as depicted in **Exhibit B**, within thirty (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 adjacent to the Land. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not otherwise owned by Owner, or any affiliated entity under common control of Owner, the County shall be responsible for acquiring said right-of-way.

(b) LRTP Arterial(s) Dedication. The Owner, or an affiliated entity under common control of 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 owned by the Owner, or an affiliated entity under common control of Owner required for any roads which are shown within and/ or adjacent to the boundaries of the Land as arterial roadways in the LRTP ("LRTP Arterial(s)"), as depicted in **Exhibit B**. To the extent the right-of-way dedication is needed on land that is outside the boundaries of the Land and is not owned by Owner, or an affiliated entity under common control of Owner, the County shall be responsible for acquiring said right-of-way.

(c) Right of Way Reimbursements. The Owner reserves the right to seek reimbursement for any such right-of-way dedications from the District in

accordance with the laws of the State of Texas. The Parties acknowledge that the final location of any Corridor Project and/or LRTP Arterial(s) right-of-way may be subject to minor changes from those shown on **Exhibit B**, subject to approval by Owner which will not be unreasonably withheld. Owner shall have no obligation to convey any lands to the County not located within or adjacent to the Land.

Section 3.02. Road Construction. Except in cases when the Owner or District constructs a portion of a Corridor Project to serve the District pursuant to the Applicable Rules, the County agrees that it or another governmental entity, not including the District, will be responsible for the design and construction of any Corridor Project and paying the cost for same. The actual construction date of any Corridor Project is at this time undetermined and dependent upon the success of future County or City road bond elections. The construction of all Subdivision Roads shall be the responsibility of the Owner or the District and shall be constructed pursuant to the Applicable Rules. The Owner shall be entitled to reimbursement for expenses of such Subdivision Roads from the District, as allowed by the laws of the State of Texas.

Section 3.03. Road Maintenance. The County will not ever accept the Subdivision Roads for maintenance and the Owner and District acknowledge and agree that the District shall be solely responsible for all maintenance, repair and/or reconstruction of Subdivision Roads, including paying the cost for same, and, except for traffic operations, the County shall not be responsible for those items. The County will not require any permit or authorization for the District to maintain or repair Subdivision Roads. The Owner hereby acknowledges that it shall cause the District's creation to include the powers and authority necessary to maintain, repair and/or reconstruct such Subdivision Roads. The District shall not be responsible for maintenance of any roads other than Subdivision Roads.

ARTICLE IV
DEVELOPMENT OF LAND

Section 4.01. Uniform and Continued Development. The Parties intend that this Agreement provides for the uniform review and approval of plats and development plans for the Land; and provide other terms and consideration. Accordingly, the portion of the Land within the County will be developed and the infrastructure required for such portion of the Land will be designed and constructed in accordance with the Applicable Rules and this Agreement. Subject to the terms and conditions of this Agreement, the County confirms and agrees that the Owner has vested authority to develop the portion of the Land located in the County in accordance with the Applicable Rules. Changes or modifications to the Applicable Rules will only be applicable to the extent permitted by Chapter 245, Texas Local Government Code. If there is any conflict between the Applicable Rules and the terms of this Agreement, the terms of this Agreement will control.

Section 4.02. Additional Land. Any land located in Williamson County, Texas that is added to the District in addition to the Land described in **Exhibit A**, whether by annexation or any other means, shall be considered part of the Land and subject to the

terms and conditions of this Agreement; provided, however, such additional land shall be excepted from the vesting rights set out in Section 4.01 and shall be developed in accordance the applicable rules in effect on the date a complete plat application or development permit is filed with the County for the specific portion of the additional land that is sought to be developed.

Section 4.03. Manufactured Home for District Elections. One (1) HUD-certified manufactured home may be located within the Land solely for the purpose of providing qualified voters within the District for the District's confirmation, director, and bond elections. The manufactured home permitted by this Agreement will not require any permit or other approval by the County and will be promptly removed when no longer needed.

ARTICLE V
TERM, ASSIGNMENT, AND REMEDIES

Section 5.01. Term. The term of this Agreement shall commence following the County's and Owner's execution hereinbelow and shall continue until the District is dissolved in accordance with the laws of the State of Texas or until this Agreement terminates by its terms, whichever is sooner.

Section 5.02. Termination and Amendment by Agreement. This Agreement may be terminated or amended as to all of the Land at any time by mutual written consent of the County, the Owner, and following execution by the District, the District. This Agreement may be terminated or amended only as to a portion of the Land at any time by the mutual written consent of the County, the owner of the portion of the Land affected by the amendment or termination and, following execution by the District, the District. After full-build out of the Land and issuance of all bonds by the District for reimbursement of Owner's eligible costs, this Agreement may be terminated or amended at any time by the mutual written consent of the County and the District.

Section 5.03. Assignment.

(a) This Agreement, and the rights of the Owner hereunder, may be assigned by the Owner, with the County's written consent which will not be unreasonably withheld, as to all or any portion of the Land. Any assignment will be in writing, specifically set forth the assigned rights and obligations, be executed by the proposed assignee, and be delivered to the County. Notwithstanding the foregoing, Owner shall have the right to assign the Agreement, in whole or in part, to any affiliated entity under common control of the Owner without the County's written consent; provided, however, that the Owner shall provide the County written notice of the assignment to the affiliated entity under common control.

(b) The terms of this Agreement will run with the Land and will be binding upon the Owner and its permitted assigns, and shall survive judicial or non-judicial foreclosure, for so long as this Agreement remains in effect.

(c) This Agreement is not intended to be binding upon, or create any encumbrance to title as to, any ultimate consumer who purchases a fully subdivided, developed, and improved lot within the Land.

Section 5.04. Remedies.

(a) If the County defaults under this Agreement, the Owner or the District may give notice setting forth the event of default ("*Notice*") to the County. If the County fails to cure any default that can be cured by the payment of money ("*Monetary Default*") within forty-five (45) days from the date the County receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the Owner or the District may enforce this Agreement by injunctive relief or a writ of mandamus from a Williamson County District Court or terminate this Agreement.

(b) If the Owner or the District defaults under this Agreement, the County may give Notice to the defaulting party. If the Owner or the District fails to cure any Monetary Default within forty-five (45) days from the date it receives the Notice, or fails to commence the cure of any default specified in the Notice that is not a Monetary Default within forty-five (45) days of the date of the Notice, and thereafter to diligently pursue such cure to completion, the County may enforce this Agreement by injunctive relief against the defaulting party from a Williamson County District Court or terminate this Agreement. If Owner fails to cause the District's Board of Directors to approve, execute, and deliver to the County this Agreement as required by Section 2.02 of this Agreement, the County shall have the right to enjoin Owner from executing any Reimbursement Agreements with the District and collecting reimbursements from the District for Owner's eligible costs.

(c) If any Party defaults, the prevailing Party in the dispute will be entitled to recover its reasonable attorney's fees, expenses, and court costs from the non-prevailing Party.

ARTICLE VI
MISCELLANEOUS PROVISIONS

Section 6.01. Notice. Any notice given under this Agreement must be in writing and may be given: (i) by depositing it in the United States mail, certified, with return receipt requested, addressed to the Party to be notified and with all charges prepaid; or (ii) by depositing it with Federal Express or another service guaranteeing "next day delivery", addressed to the Party to be notified and with all charges prepaid; or (iii) by personally delivering it to the Party, or any agent of the Party listed in this Agreement. Notice by United States mail will be effective on the earlier of the date of receipt or three (3) days after the date of mailing. Notice given in any other manner will be effective only when received. For purposed of notice, the addresses of the Parties will, until changed as provided below, be as follows:

County: Williamson County
Attn: County Judge
710 Main Street, Ste. 101
Georgetown, Texas 78628

District: Northwest Williamson County MUD No. 3
c/o Allen Boone Humphries Robinson LLP
Attn: Ryan Harper
919 Congress Avenue, Suite 1500
Austin, Texas 78701

Owner(s): Florence FM 970 Ventures LLC
Attn: Shaun Vembutty
101 Parklane Blvd, Suite 104
Sugar Land, Texas 77478

The Parties may change their respective addresses to any other address within the United States of America by giving at least five days' written notice to the other party.

Section 6.02. Severability. If any provision of this Agreement is illegal, invalid, or unenforceable, under present or future laws, it is the intention of the parties that the remainder of this Agreement not be affected, and, in lieu of each illegal, invalid, or unenforceable provision, that a provision be added to this Agreement which is legal, valid, and enforceable and is as similar in terms to the illegal, invalid, or enforceable provision as is possible.

Section 6.03. Waiver. Any failure by a Party to insist upon strict performance by the other party of any material provision of this Agreement will not be deemed a waiver thereof or of any other provision, and such Party may at any time thereafter insist upon strict performance of any and all of the provisions of this Agreement.

Section 6.04. Applicable Law and Venue. The interpretation, performance, enforcement, and validity of this Agreement is governed by the laws of the State of Texas. Venue will be in a court of appropriate jurisdiction in Williamson County, Texas.

Section 6.05. Entire Agreement. This Agreement contains the entire agreement of the Parties. There are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement supersedes all other agreements between the Parties concerning the subject matter.

Section 6.06. Exhibits, Headings, Construction, and Counterparts. All schedules and exhibits referred to in or attached to this Agreement are incorporated into and made a part of this Agreement for all purposes. The paragraph headings contained in this Agreement are for convenience only and do not enlarge or limit the scope

or meaning of the paragraphs. Wherever appropriate, words of the masculine gender may include the feminine or neuter, and the singular may include the plural, and vice-versa. The Parties acknowledge that each of them has been actively and equally involved in the negotiation of this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting party will not be employed in interpreting this Agreement or any exhibits hereto. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which will together constitute the same instrument.

Section 6.07. Time. Time is of the essence of this Agreement. In computing the number of days for purposes of this Agreement, all days will be counted, including Saturdays, Sundays, and legal holidays; however, if the final day of any time period falls on a Saturday, Sunday, or legal holiday, then the final day will be deemed to be the next day that is not a Saturday, Sunday, or legal holiday.

Section 6.08. Authority for Execution. The County certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with state law. The Owner and District hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized and adopted in conformity with the constituent documents of each person or entity executing on behalf of the Owner and District.

Section 6.09 Force Majeure. If, by reason of force majeure, any Party is rendered unable, in whole or in part, to carry out its obligations under this Agreement, the Party whose performance is so affected must give notice and the full particulars of such force majeure to the other Parties within a reasonable time after the occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, will, to the extent it is affected by such force majeure, be suspended during the continuance of the inability but for no longer period. The Party claiming force majeure must endeavor to remove or overcome such inability with all reasonable dispatch. The term "*force majeure*" means Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or the State of Texas, or of any court or agency of competent jurisdiction or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, vandalism, explosions, breakage or accidents to machinery, pipelines or canals, or inability on the part of a Party to perform due to any other causes not reasonably within the control of the Party claiming such inability.

Section 6.10. Interpretation. As used in this Agreement, the term "including" means "including without limitation" and the term "days" means calendar days, not business days. Wherever required by the context, the singular shall include the plural, and the plural shall include the singular. Each defined term herein may be used in its singular or plural form whether or not so defined.

Section 6.11. No Third-Party Beneficiary. This Agreement is solely for the benefit of the Parties, and neither the County, the District, nor the Owner intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to

confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the County, the District, and the Owner (and any permitted assignee of the Owner).

Section 6.12. Exhibits. The following exhibits are attached to this Agreement, and made a part hereof for all purposes:

Exhibit A - Metes and Bounds Description and Map of the Land

Exhibit B - LRTP Corridor Project and/or Arterial Locations

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the dates indicated below.

(Signatures on the following pages.)

WILLIAMSON COUNTY, TEXAS
(COUNTY)

By:_____

Name: _____

Title: As Presiding Officer of the Williamson County Commissioners Court

Date:_____

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on _____, 20____, by _____, as Presiding Officer of the Williamson County Commissioners Court, on behalf of said County.

_____
Notary Public Signature

(Seal)

OWNER:

FLORENCE FM 970 VENTURES, LLC
a Texas limited liability company

By: _____

Name: Sudharshan Vembutty

Its: Manager

Date: 12/19/2025

Address for Notice:
Florence FM 970 Ventures LLC
Attn: Shaun Vembutty
101 Parklane Blvd., Suite 102
Sugar Land, Texas 77478

THE STATE OF Texas §
§
COUNTY OF Fort Bend §

This instrument was acknowledged before me on the 19 day of December, 2025, by Sudharshan Vembutty, as Manager of Florence FM 970, on behalf of said limited liability company.

KAIF SORATHIA
Notary ID #134888683
My Commission Expires
May 7, 2028

Kaif Sorathia
(SEAL) Notary Public Signature

NORTHWEST WILLIAMSON COUNTY MUNICIPAL UTILITY DISTRICT NO. 3

By:_____

Name:_____

Title:_____

Date:_____

Address for Notice:

Northwest Williamson County MUD No. 3
c/o Allen Boone Humphries Robinson LLP
Attn: Ryan Harper
919 Congress Avenue, Suite 1500
Austin, Texas 78701

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on _____, _____, by _____, President of the Board of Directors of Northwest Williamson County Municipal Utility District No. 3, on behalf of said District.

(SEAL)

_____
Notary Public Signature

EXHIBIT A

Metes and Bounds Description
and
Map of the Land

EXHIBIT A

LSI LANDESIGN SERVICES, INC.

10090 W Highway 29 | Liberty Hill, Texas 78642

TBPELS Firm No. 10001800 | 512-238-7901 office

METES AND BOUNDS DESCRIPTION

BEING 161.67 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE WASHINGTON P. REESE SURVEY, ABSTRACT NO. 523 IN WILLIAMSON COUNTY, TEXAS AND BEING ALL OF A CALLED 77.269 ACRE TRACT OF LAND DESCRIBED AS TRACT 1 AND ALL OF A CALLED 84.451 ACRE TRACT OF LAND DESCRIBED AS TRACT 2 IN A WARRANTY DEED WITH VENDOR'S LIEN TO FLORENCE FM 970 VENTURES, LLC, RECORDED IN DOCUMENT NO. 2022073729, OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2-inch rebar with cap stamped "FOREST RPLS 1847" found in the existing South right-of-way line of Farm to Market (FM) 970 (80' R.O.W.) and the Northeast corner of said 77.269 acre tract and the common Northwest corner of a called 6.09 acre tract of land described in a Warranty Deed to Florence Independence School District, recorded in Document No. 1998046500 of said O.P.R.W.C.T., from which a 1/2-inch rebar found in the existing South right-of-way line of said FM 970 and the Northeast corner of said 6.09 acre tract and the common Northwest corner of a called 2.00 acre tract of land described in a General Warranty Deed with Vendor's Lien to Cody L. Lattimore and Jessica B. Lattimore, recorded in Document No. 2021158211 of said O.P.R.W.C.T., bears North 66°49'02" East a distance of 100.14 feet;

THENCE **South 21°42'30" East** with the common line of said 77.269 acre tract and said 6.09 acre tract, a distance of **2653.67** feet to a 1/2-inch rebar found for the Southeast corner of said 77.269 acre tract and the common Southwest corner of said 6.09 acre tract also being in the North line of a called 50.72 acre tract of land described in a Warranty Deed with Vendor's Lien to Jeffrey Dewayne Daniell, recorded in Volume 786, Page 150 of the Deed Records of Williamson County, Texas, from which a 1/2-inch rebar found for the Southeast corner of said 6.09 acre tract and the common Southwest corner of a called 40.03 acre tract of land described in a Warranty Deed to Florence Independence School District, recorded in Document No. 1998023960 of said O.P.R.W.C.T., bears North 67°59'46" East a distance of 100.30 feet;

THENCE **South 67°30'32" West** with the South line of said 77.269 acre tract and the common North line of said 50.72 acre tract, a distance of **80.72** feet to a 1/2-inch rebar found for the Northwest corner of said 50.72 acre tract and the common Northeast corner of a called 69.23 acre tract of land described as Tract One in a Partition Deed to Jeffrey Dewayne Daniell, recorded in Document No. 1999018748 of said O.P.R.W.C.T.;

THENCE **South 68°26'51" West** with the South line of said 77.269 acre tract and the common North line of said 69.23 acre trat, a distance of **1219.50** feet to a 1/2-inch rebar with cap stamped "C.T.L.S." found for the Southwest corner of said 77.269 acre tract and the common Southeast corner of said 84.451 acre tract;

THENCE **South 68°26'06" West** continuing with the North line of said 69.23 acre tract and the common South line of said 84.451 acre tract, a distance of **569.38** feet to a 60D nail found for the Northwest corner of said 69.23 acre tract and the common Northeast corner of a called 41.98 acre tract of land described in a Warranty Deed with Vendor's Lien to SVTEXASHILLS Ventures LLC, recorded in Document No. 2022071117 of said O.P.R.W.C.T.;

THENCE continuing with the South line of said 84.451 acre tract and the common North line of said 41.98 acre tract, the following three (3) courses and distances:

1. **South 68°22'59" West** a distance of **373.78** feet to a 1/2-inch rebar found;

2. **South 44°03'34" West** a distance of **153.74** feet to a railroad spike found; and

3. **South 67°41'22" West** a distance of **454.74** feet to a 60D nail found for Southwest corner of said 84.451 acre tract and the common Southeast corner of a called 10.00 acre tract of land described in a Corrected Special Warranty Deed with Encumbrance for Owelty of Partition to Melissa Kay Loerwald, recorded in Document No. 2020052228 of said O.P.R.W.C.T.;

THENCE **North 23°51'24" West** with the West line of said 84.451 acre tract and the common East line of said 10.00 acre tract, a distance of **381.18** feet to a 1/2-inch rebar found for the Northeast corner of said 10.00 acre tract and the common Southeast corner of a called 28.056 acre tract of land described in a Warranty Deed with Vendor's Lien to Howard Attas Creasey and Rosanne Monier Creasey, recorded in Document No. 2014042047 of said O.P.R.W.C.T.;

THENCE **North 23°53'01" West** continuing with the West line of said 84.451 acre tract and the common East line of said 28.056 acre tract, passing a 1/2-inch rebar found in the East line of a called 14.03 acre tract of land described in a Warranty Deed with Vendor's Lien to Kathryn J. Albarado and Francisco N. Albarado, record in Document No. 2019053372 of said O.P.R.W.C.T at 915.53 feet and continuing for a total distance of **1220.16** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set for the Northeast corner of said 14.03 acre tract and a common corner of said 84.451 acre tract and a called 14.257 acre tract of land described in a Warranty Deed to Larry W. Parker and Julie Parker, recorded in Document No. 2015066914 of said O.P.R.W.C.T.;

THENCE **North 62°41'01" East** with the common line of said 84.451 acre tract and said 14.257 acre tract, a distance of **292.42** feet to a 2" fence pipe found for the Southeast corner of said 14.257 acre tract;

THENCE **North 24°27'58" West** with the West line of said 84.451 acre tract and the common East line of said 14.257 acre tract, a distance of **1059.34** feet to a 1" pipe found in the existing South right-of-way line of said FM 970 for the Northwest corner of said 84.451 acre tract and the common Northeast corner of said 14.257 acre tract;

THENCE **North 68°08'35" East** with the existing South right-of-way line of said FM 970 and the common North line of said 84.451 acre tract, a distance of **297.84** feet to a Calculated Point for the Northwest corner of a called 5.00 acre tract of land described in a Special Warranty Deed to the City of Florence, recorded in Document No. 2021053271 of said O.P.R.W.C.T., from which a 1/2-inch rebar found bears North 68°08'35" East a distance of 0.36 feet ;

THENCE with the common line of said 84.451 acre tract and said 5.00 acre tract, the following three (3) courses and distances:

1. **South 23°53'14" East** a distance of **875.40** feet to a 1/2-inch rebar with an illegible cap found for the Southwest corner of said 5.00 acre tract;

2. **North 66°06'21" East** a distance of **249.82** feet to a 1/2-inch rebar found for the Southeast corner of said 5.00 acre tract; and

3. **North 23°52'16" West** a distance of **866.50** feet to a Calculated Point in the existing South right-of-way line of said FM 970 for the Northeast corner of said 5.00 acre tract, from which a 1/2-inch rebar with an illegible cap found bears North 23°52'16" West a distance of 0.83 feet;

THENCE **North 68°08'35" East** with the existing South right-of-way line of said FM 970 and the common North line of said 84.451 acre tract, at 810.67 feet passing a Calculated Point for the Northeast corner of said 84.451 acre tract and the common Northwest corner of said 77.269 acres, from which a 1/2-inch rebar with cap stamped "C.T.L.S." found, bears North 21°42'21" West a distance of 5.59 feet and continuing for a total distance of **822.69** feet to a 1/2-inch rebar with cap stamped "LSI SURVEY" set;

THENCE **North 67°08'35" East** continuing with the existing South right-of-way line of said FM 970 and the common North line of said 77.269 acre tract, a distance of **487.48** feet to a 1/2-inch rebar found for the Northwest corner of a called 1.517 acre tract of land described in a Texas General Warranty Deed with Vendor's Lien to Raul A Rodriguez Castillo and Kayla M Ritter, recorded in Document No. 2018032293 of said O.P.R.W.C.T.;

THENCE with the common line of said 77.269 acre tract and said 1.517 acre tract, the following five (5) courses and distances:

1. **South 22°10'42" East** a distance of **357.71** feet to a 1/2-inch rebar found;

2. **North 67°10'35" East** a distance of **167.98** feet to a 1/2-inch rebar found;

3. **North 18°21'44" West** a distance of **130.91** feet to a 1/2-inch rebar with illegible cap found;

4. **North 67°05'57" East** a distance of **14.98** feet to a 1/2-inch rebar with cap stamped "RPLS 1847" found; and

5. **North 22°07'56" West** a distance of **227.28** feet to a 1/2-inch rebar found in the existing South right-of-way line of said FM 970 for the Northeast corner of said 1.517 acre tract;

THENCE with the existing South right-of-way line of said FM 970 and the common North line of said 77.269 acre tract, the following two (2) courses and distances:

1. **North 67°08'35" East** a distance of **421.13** feet to a TxDOT Type I concrete monument found; and

2. **North 66°49'02" East** a distance of **187.90** feet to the **POINT OF BEGINNING** and containing 161.67 acres of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 – 2011 Adjustment), Central Zone (4203). All distances shown hereon are surface values represented in U.S. Survey Feet based on a grid-to-surface combined adjustment factor of 1.000113700.

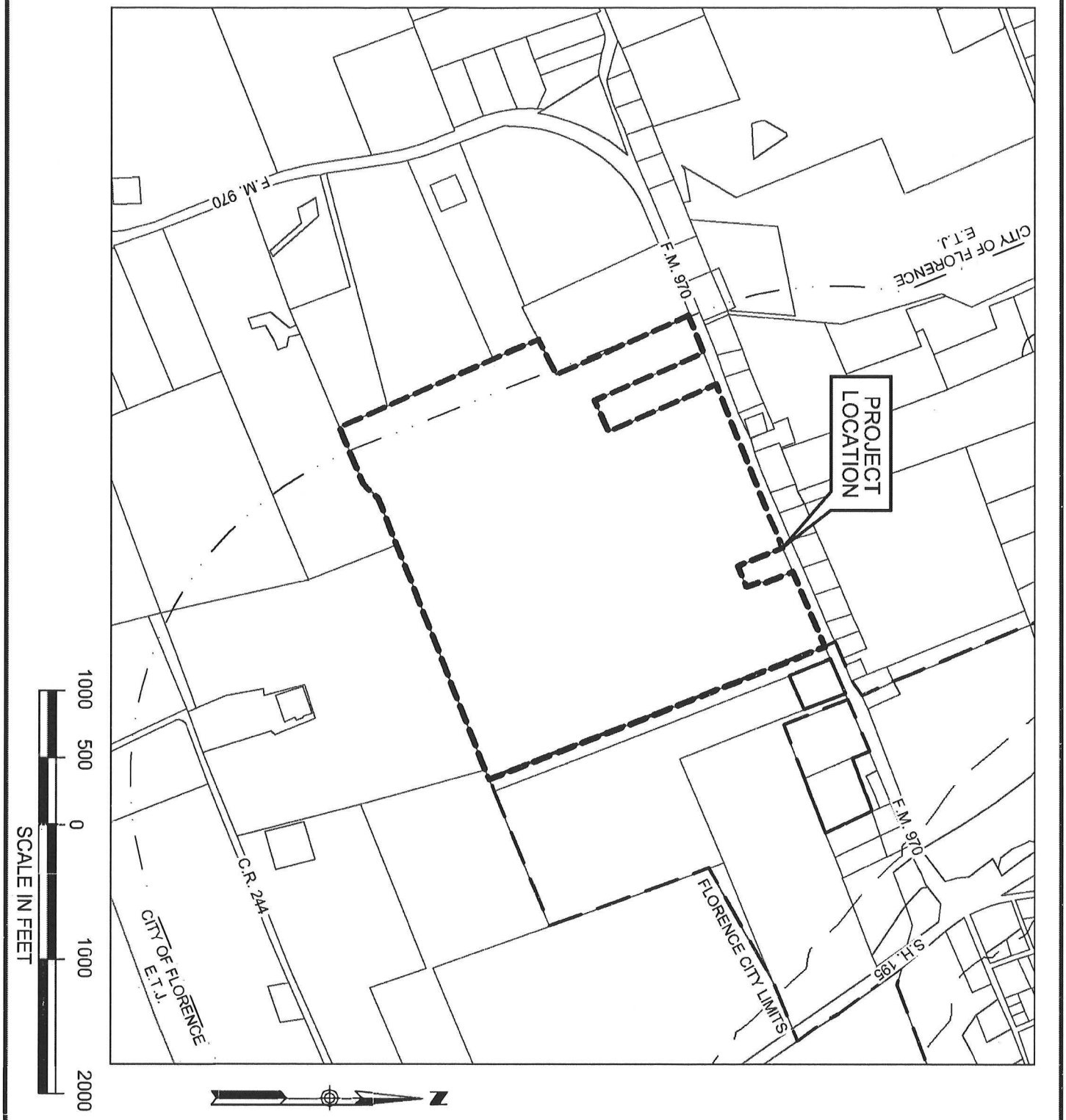
This property description was prepared from an on-the-ground survey performed under my supervision and is accompanied by a separate plat of even date. The field work was completed on January 2023.

03/06/2023

Frank W. Funk
Registered Professional Land Surveyor
State of Texas No. 6803



Job Number: 22-063
Attachments: K:\22063 - LJA Florence Meadows\CAD\DWGs\Florence Meadows.dwg



LJA Engineering, Inc.
7500 Rialto Boulevard, Building II
Suite 100
Austin, Texas 78735
Phone 512.439.4700
Fax 512.439.4716
FRN - F-1386

NORTHWEST WILLIAMSON COUNTY M.U.D. #3

WILLIAMSON COUNTY, TX.

EXHIBIT "A" - LOCATION MAP

WCM-3-LOCATION MAP.dwg

1 OF 1

t:\la474\l0408 (Florence)\MUD\WCM-3-LOCATION MAP.dwg

EXHIBIT B

Corridor Project and/or LRTP Arterial Locations

EXHIBIT B
Corridor Project and/or LRTP Arterial Locations

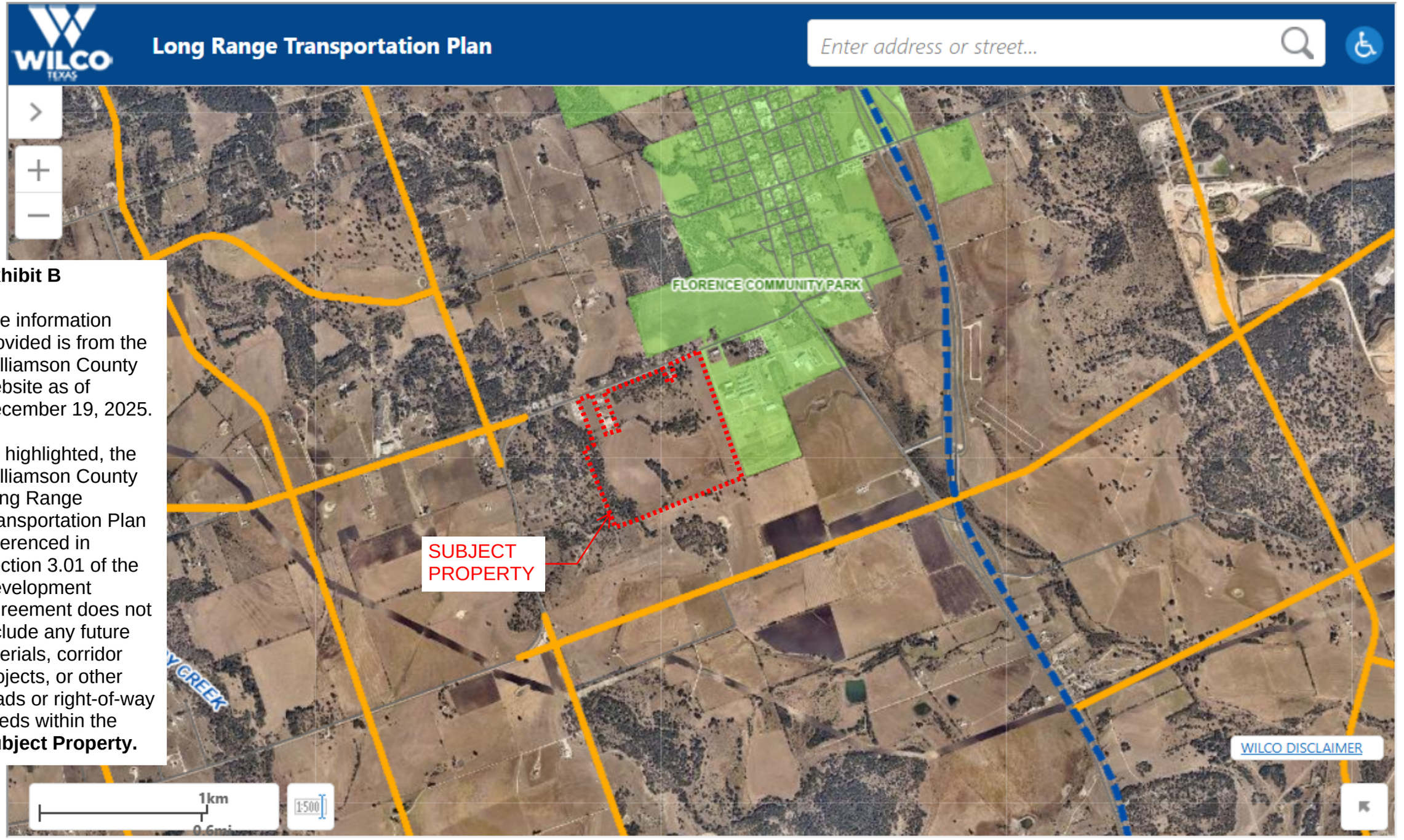


Exhibit B

The information provided is from the Williamson County website as of December 19, 2025.

As highlighted, the Williamson County Long Range Transportation Plan referenced in Section 3.01 of the Development Agreement does not include any future arterials, corridor projects, or other roads or right-of-way needs within the **Subject Property.**

Commissioners Court - Regular Session **63.**

Meeting Date: 12/30/2025

Temporary road closure of Twin Lakes Park Dr S

Submitted For: Matt Williamson **Submitted By:** Jenifer Favreau, Infrastructure

Department: Infrastructure **Division:** Road & Bridge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action regarding the temporary road closure of Twin Lakes Park Dr S starting Monday, January 12, 2026, and continuing through Wednesday, January 21, 2026.

Public Background

This temporary road closure is for the replacement of the wooden bridge deck on Twin Lakes Park Dr S, as recommended by TxDOT through its bridge inspection program. The work will include replacement of the wooden decking and associated structural members to maintain the safety and integrity of the bridge.

Fiscal Impact

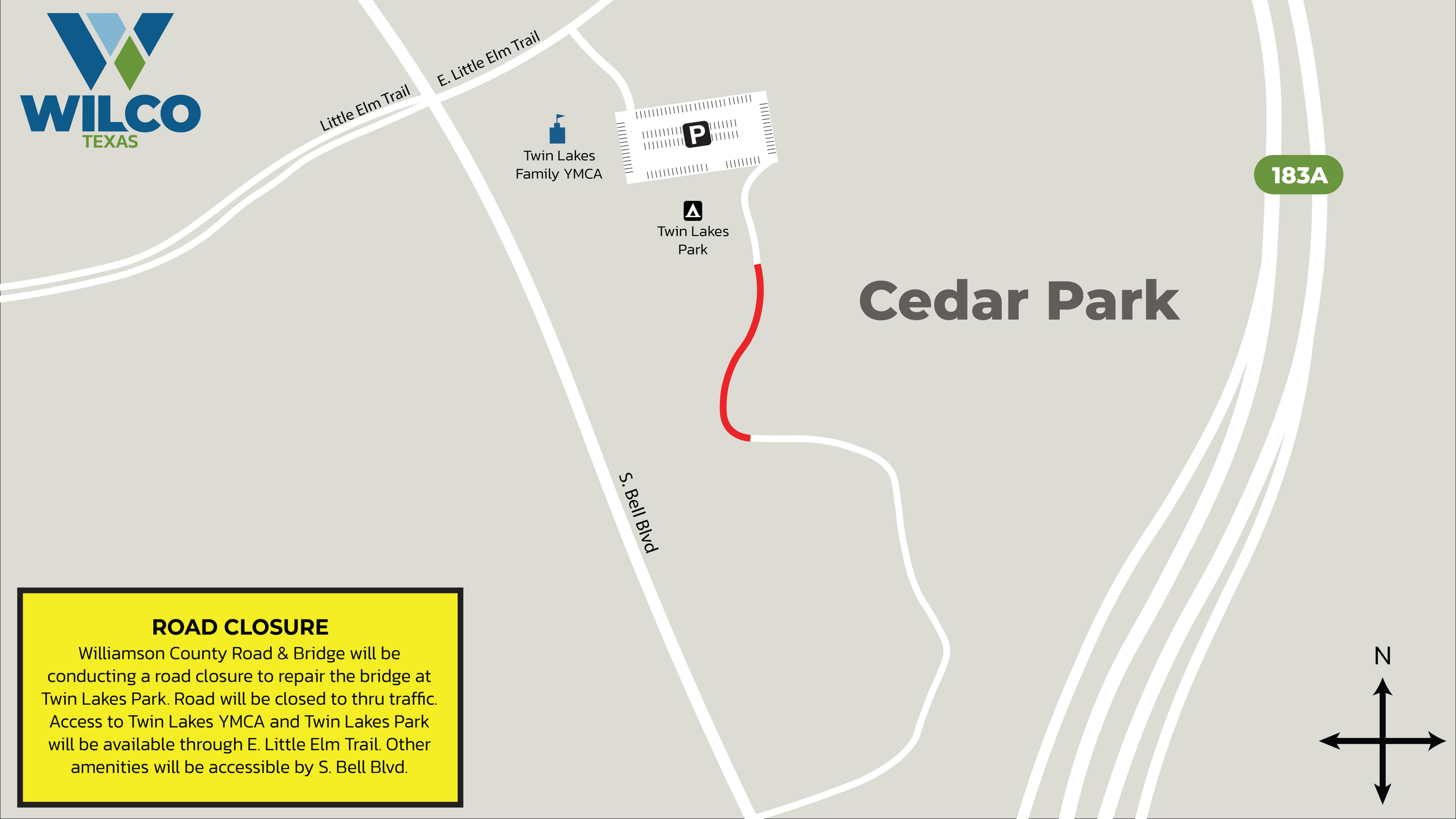
From/To	Acct No.	Description	Amount

Attachments

Road Closure Map

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/19/2025 10:39 AM
Form Started By: Jenifer Favreau		Started On: 12/19/2025 09:18 AM
Final Approval Date: 12/19/2025		


WILCO
TEXAS
Little Elm Trail
E. Little Elm Trail
Twin Lakes
Family YMCA
P
Twin Lakes
Park
183A
Cedar Park
S. Bell Blvd
ROAD CLOSURE
Williamson County Road & Bridge will be conducting a road closure to repair the bridge at Twin Lakes Park. Road will be closed to thru traffic. Access to Twin Lakes YMCA and Twin Lakes Park will be available through E. Little Elm Trail. Other amenities will be accessible by S. Bell Blvd.
N

Commissioners Court - Regular Session **64.**

Meeting Date: 12/30/2025

East Wilco Hwy (SE Loop) Seg. 2 Ph. 1 HUD ENV Report

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on the award of an Economic Development Initiative — Community Project Funding grant. Local Match Funding Source: 2023 Road Bond funds.

Public Background

Williamson County was awarded an Economic Development Initiative — Community Project Funding grant for the Southeast Loop Connection Project. This item was previously approved to proceed toward construction readiness at Commissioners Court on October 22, 2024. The federal funding award amount is $5M with a local match of 20%.

Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58 has been completed with a recommendation of a Finding of No Significant Impact [24 CFR 58.40(g); 40 CFR 1508.13] and that the project will not result in a significant impact on the quality of human environment.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

EWHSeg2-HUD-heros-EnvReport

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:16 PM
Form Started By: Ragan Riggs		Started On: 12/18/2025 05:47 PM
Final Approval Date: 12/21/2025		

U.S. Department of Housing and Urban Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

Environmental Assessment Determinations and Compliance Findings for HUD-assisted Projects 24 CFR Part 58

Project Information

Project Name: Southeast-Loop-Connection-Project

HEROS Number: 900000010489428

Start Date: 08/08/2025

Project Location: 10500 FM 1660, Hutto, TX 78634

Additional Location Information:
The project would occur in two locations. One (listed above) is the intersection of Southeast Loop and FM 1660. The other is the intersection of Southeast Loop and FM 3349. Validated address information for both sites is provided below: 10500 FM 1660, Hutto, TX 78634 Geo-coded address: 10500 Fm 1660, Hutto, TX 78634-4318 Longitude: -97.523544 Latitude: 30.510345 2150 FM 3349, Hutto, TX 78634 Geo-coded address: Hutto, TX 78634 Longitude: -97.528900 Latitude: 30.587800

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:
The Southeast Loop Connection Project would provide safe and functional intersections with Southeast Loop at Farm-to-Market (FM) Road 1660 and FM 3349. Southeast Loop (a.k.a. East Wilco Highway) is a new-location roadway under development by Williamson County (County). The County has purchased the right-of-way for Southeast Loop and has begun construction on Phase 1 of the project. Phase 1 is primarily an at-grade, undivided, two-lane roadway. The ultimate condition for Southeast Loop is a multi-lane, divided highway configuration with grade-separated intersections and frontage roads. Phase 1 will chiefly be constructed along the alignment of one of the proposed frontage roads. Phase 1 intersects FM 1660 and FM 3349. With the Southeast Loop Connection Project, the County (Responsible Entity) proposes design and construction of improved intersections. The improvements include reconstructing and widening the existing roadways, installing stormwater management elements, constructing a new bridge over Boggy Creek, installing lighting (including traffic lights), and reconstructing affected private driveways. All improvements would occur within existing rights-of-way for Southeast Loop, FM 1660, and FM 3349. The two project sites (i.e., two intersections) are approximately 2.5 miles apart.

Funding Information

Grant Number	HUD Program	Program Name	
1	Community Planning and Development (CPD)	Community Development Block Grants (CDBG) (Entitlement)	$5,000,000.00

Estimated Total HUD Funded Amount: $5,000,000.00

Estimated Total Project Cost [24 CFR 58.2 (a) (5)]: $8,500,000.00

Mitigation Measures and Conditions [CFR 1505.2(c)]:

Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure or Condition
Floodplain Management	Williamson County is a participant in good standing in the National Flood Insurance Program. The proposed project would comply with applicable regulations related to effects on surface water elevation. Coordination with the County's Floodplain Administrator will be conducted. The project incorporated permeable erosion control measures at the crossing of Boggy Creek. This will allow for greater infiltration of stormwater and reduce runoff. The design elements will be constructed as planned.
Wetlands Protection	The project would result in impacts to 0.23 acres of wetland features identified by the National Wetlands Inventory (NWI) and 0.04 acres of impacts to an intermittent stream (Boggy Creek). Presumably the NWI-indicated feature is the same feature as Boggy Creek. USFWS (who administers the NWI) has been notified of the potential impacts. USACE has been notified that Williamson County will self-certify compliance with Nationwide Permit 14. As such, Williamson County will comply with all permit conditions. Notifications and additional information are available in documentation of the 8-Step Process.
Conformance with Plans / Compatible Land Use and Zoning / Scale and Urban Design	N/A
Soil Suitability / Slope/ Erosion / Drainage and Storm Water Runoff	N/A
Hazards and Nuisances including Site Safety and Site-Generated Noise	None
Energy Efficiency	N/A
Employment and Income Patterns	N/A

Demographic Character Changes / Displacement	N/A
Educational and Cultural Facilities (Access and Capacity)	N/A
Commercial Facilities (Access and Proximity)	N/A
Health Care / Social Services (Access and Capacity)	N/A
Solid Waste Disposal and Recycling (Feasibility and Capacity)	N/A
Waste Water and Sanitary Sewers (Feasibility and Capacity)	N/A
Water Supply (Feasibility and Capacity)	N/A
Public Safety - Police, Fire and Emergency Medical	N/A
Parks, Open Space and Recreation (Access and Capacity)	N/A
Transportation and Accessibility (Access and Capacity)	N/A
Unique Natural Features /Water Resources	NWP 14 Compliance
Vegetation / Wildlife (Introduction, Modification, Removal, Disruption, etc.)	Disturbed areas not subject to paving or other hardened surfaces will be revegetated with native species.
Climate Change	N/A
Environmental Justice EA Factor	N/A
Other Factors 1	N/A
Permits, reviews, and approvals	Clean Water Act Section 404, Nationwide Permit 14, Linear Transportation Projects Clean Water Act Section 402, Texas Pollutant Discharge Elimination System, Construction General Permit (TX150000) Williamson County Floodplain Development Permit
Historic Preservation	Conditional: If previously unknown cultural resources or unforeseen impacts to historic properties are identified during construction, work should cease in the immediate area and the SHPO should be contacted to coordinate potential adverse effects

Project Mitigation Plan

Floodplain permit coordination will be acquired prior to construction. Historic preservation and wetlands/waters will be monitored by Williamson County in regular check-in meeting through construction.

Determination:

☐	Finding of No Significant Impact [24 CFR 58.40(g)(1); 40 CFR 1508.13] The project will not result in a significant impact on the quality of human environment
☐	Finding of Significant Impact

Preparer Signature: _____ Date: _____

Name / Title/ Organization: Keith Taylor / Senior Project Manager / HNTB

Certifying Officer Signature: _____ Date: _____

Name/ Title: _____

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environment Review Record (ERR) for the activity / project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

Commissioners Court - Regular Session **65.**

Meeting Date: 12/30/2025

Ronald Reagan Blvd Seg C1 CAS Letter of Transfer/Ownership

Submitted By: Ragan Riggs, 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 of Archaeological Studies, for archaeological collections (records only) obtained as part of the Texas Historical Commission permit process required as part of the Due Diligence Environmental Investigations on the Ronald Reagan Boulevard Segment C1 project, a Road Bond Project in Commissioner Pct. 3.

Public Background

The Texas Historical Commission requires that as part of the Environmental Due Diligence Investigations, any records are to be kept by the CAS. A copy of the final report will be provided to the CAS per 13 TAC 26.1 for their records.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RRSegC1-CAS-LetterTransferOwnership

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:21 PM
Form Started By: Ragan Riggs		Started On: 12/19/2025 02:03 AM
Final Approval Date: 12/21/2025		

CAS Accession # _____

Center for Archaeological Studies
Texas State University
601 University Drive, Trinity 120
San Marcos, Texas 78666
(512) 245-2724 / cascuration@txstate.edu

TEXAS STATE
CENTER FOR
ARCHAEOLOGICAL STUDIES

GOVERNMENTAL AGENCY LETTER OF TRANSFER/OWNERSHIP

This letter documents the transfer of archaeological collections and/or records from

Williamson County

Name of governmental agency and/or subdivision

to the Center for Archaeological Studies (CAS), Texas State University, for the following:

Project Name & Number: Ronald Reagan Boulevard (Segment C1) from FM 3405 to CR 289. Proj. No. 17098

Permitting Agency: Texas Historical Commission Permit Number: 32358

Project Area/County(ies): Williamson County

Site(s) Recorded/Revisited: n/a

Description of Materials: Project Records Only

The transfer of the above-described documents and materials to CAS is made for the purpose of allowing CAS to retain in trust for the governmental entity in accordance with the provisions of Tex. Nat. Res. Code §191.058(b), the regulations promulgated by the Texas Historical Commission found in T.A.C. §26.1, et. seq., and all other applicable laws and regulations. As the curating facility, CAS 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 CAS 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 the Sponsoring Agency and/or Landowner. Unless otherwise prohibited by state or federal law or regulation, CAS agrees that upon the written request of the governmental entity, the materials shall be returned to the governmental entity for temporary or permanent display in a certified curation facility that can properly display and maintain the materials.

	Digitally signed by Sunshine Thomas Date: 2024.10.22 12:25:06 -05'00'
Signature - Authorized Agent of Governmental Entity	Signature - Submitting Archaeologist
Steven Snell	Sunshine Thomas
Print or Type Name	Print or Type Name
County Judge	Sr. Principal Investigator
Title/Position	Title/Position
Williamson County	Environmental Research Group, LLC
Company	Company
	10/22/2024
Date	Date
710 Main Street	11842 Rim Rock Trail
Mailing Address	Mailing Address
Georgetown, TX 78626	Austin, TX 78737
City, State, Zip	City, State, Zip

Commissioners Court - Regular Session **66.**

Meeting Date: 12/30/2025

Ronald Reagan Blvd Seg D2 – ASI – PSA Amendment #3

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Contract Amendment No. 3 to the Ronald Reagan Boulevard Segment D2 contract executed March 19, 2024, between Williamson County and American Structurepoint, Inc. relating to the 2023 Road Bond Program.

Public Background

This Contract Amendment No. 3 amends Article 5 of the American Structurepoint, Inc. Master Contract to increase the compensation cap by $250,000.00 from $3,000,000.00 to $3,250,000.00. Project: P674 Fund Source: Road Bonds.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RRSegD2-ASI-PSAAmendment03

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:17 PM
Form Started By: Ragan Riggs		Started On: 12/19/2025 01:10 AM
Final Approval Date: 12/21/2025		

Docusign Envelope ID: 2C6ADA5A-F43A-442F-A037-A2EF35F5CF82

CONTRACT AMENDMENT NO. 3
TO
WILLIAMSON COUNTY CONTRACT FOR ENGINEERING SERVICES

WILLIAMSON COUNTY ROAD BOND PROJECT: 24RFSQ11 Engineering Services
Ronald Reagan Segment D2 ("Project")

THIS CONTRACT AMENDMENT NO. 3 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 _American Structurepoint, Inc._ (the "Engineer") and becomes effective as of the date of the last party's execution below.

WHEREAS, the County and the Engineer executed the Williamson County Contract for Engineering Services dated effective 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 $1,600,000.00, plus an additional 1,200,000.00 for Amendment 1 plus an additional $200,000 for Amendment 2 for a total cap of $3,000,000.00; 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 $3,000,000.00 to $3,250,000.00, reflecting a total increase of $250,000.00.

All other terms of the Contract are unchanged and will remain in full force and effect.

Docusign Envelope ID: 2C6ADA5A-F43A-442F-A037-A2EF35F5CF82

IN WITNESS WHEREOF, the County and the Engineer have executed this Contract Amendment, to be effective as of the date of the last party's execution below.

ENGINEER:
American Structurepoint, Inc.

By: Signed by: Benjamin W. Borcherding DEEB909A5C25424...
Signature

Benjamin W. Borcherding
Printed Name

Chief Operating Officer
Title

12/12/2025
Date

COUNTY:
Williamson County, Texas

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

APPROVED
By Christen Eschberger at 2:46 pm, Dec 18, 2025

Meeting Date: 12/30/2025

Ronald Reagan Blvd Seg D2 – ASI – WA01 Supp04

Submitted By: Ragan Riggs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action on Supplemental No. 4 to Work Authorization No. 1 to the Ronald Reagan Boulevard Segment D2 contract executed March 19, 2024, between Williamson County and American Structurepoint, Inc. relating to the 2023 Road Bond Program.

Public Background

This Supplemental No. 4 to Work Authorization No. 1 increases the authorized amount by $225,173.00 to allow the engineers of Ronald Reagan Blvd Segments D1 and D2 to combine plan sets into a single document for letting as well as conduct a hydrologic/hydraulic modeling for one (1) major channel crossing. Project: P674 Fund Source: Road Bond Program.

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

RRSegD2-ASI-WA01Supp04

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:19 PM
Form Started By: Ragan Riggs		Started On: 12/19/2025 01:42 AM
Final Approval Date: 12/21/2025		

Docusign Envelope ID: 03A27DAA-BF5F-4688-9320-25389803D0CC

SUPPLEMENTAL WORK AUTHORIZATION NO. 4
TO WORK AUTHORIZATION NO. 1
PROJECT: Ronald Reagan Segment D2

This Supplemental Work Authorization No. 4 is made pursuant to the terms and conditions of the Williamson County Contract for Engineering Services, being dated 03/19/2024 and entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (the "County") and American Structurepoint, Inc. (the "Engineer").

WHEREAS, the County and the Engineer executed Work Authorization No. 1 dated effective March 22, 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 Services to be provided by the Engineer that were set out in the original Attachment "B" of the Work Authorization. Additional Services to be provided for this Supplemental Work Authorization are shown in Attachment B-4.

II. The maximum amount payable for services under the Work Authorization is increased from $2,873,447.89 to $3,098,620.89 reflecting a total increase of $225,173.00 as shown Attachment "D-4" of the Supplemental Work Authorization.

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

Docusign Envelope ID: 03A27DAA-BF5F-4688-9320-25389803D0CC

EXECUTED this_____day of___, 2025.

ENGINEER:	COUNTY:
American Structurepoint, Inc.	Williamson County, Texas
By: Signed by: Benjamin W. Borcherding DEEB909A5C25424...	By: _____
Signature	Signature
Benjamin W. Borcherding	
Printed Name	Printed Name
Chief Operating Officer	
Title	Title

LIST OF ATTACHMENTS

Attachment B-4 – Services to be Provided by Engineer
Attachment D-4 – Fee Schedule

APPROVED
By Christen Eschberger at 2:49 pm, Dec 18, 2025

Docusign Envelope ID: 03A27DAA-BF5F-4688-9320-25389803D0CC

ATTACHMENT B-4
SERVICES TO BE PROVIDED BY THE ENGINEER FOR RONALD REAGAN BOULEVARD (SEGMENT D2) CR 245 TO SH 195

PROJECT DESCRIPTION

Project Limits

The project limits are from East of CR 245 to SH 195 Stub-out approximately (from Station 1980+00 to Station 2145+00, of the Ultimate Ronald Reagan Schematic), a length of 3.12 miles. [WA project limits were East of CR 245 to Sun City Blvd (from Station 1980+00 to Station 2092+00) for a project length of 2.12 miles.]

Proposed Facility

The proposed facility is a new 2 lane road with 12' lanes, shoulders, turn lanes and intersection improvements that will serve as the westbound frontage road of the Ultimate Ronald Reagan Blvd Controlled Access Roadway. On the west end, the project will tie into the proposed westbound Ronald Reagan Blvd. Segment D1 designed by others east of CR 245. On the east end, the project will tie to the existing stub out, just west of SH 195. The existing Ronald Reagan Blvd roadway will be overlayed and restriped to serve as two eastbound lanes with shoulders for the same limits listed above. The project will include turn lanes at Silver Spur Blvd west, Silver Spur Blvd east, Ridgetop Vista Dr and Sun City Blvd. It is anticipated that the bridge class culvert at Jennings Branch shown in the schematic will be redesigned to a bridge. The main project plan set will consist of plans tying back to the existing roadway just east of the new Berry Creek Bridge. Optional Additional sheets will be included that extends the project all the way to the SH 195 stub-out. Design will be done for the entire length of project, but the submitted plans will only go beyond the Berry Creek Bridge. The additional length of the project will be included as an optional additional in the plans, should the County have enough funding for the entire length of roadway. The facility will include one new signal at Sun City Blvd and Ronald Reagan. New flashing beacon signals will be added at Silver Spur West, Silvert Spur East, and Above & Beyond Way.

1. PROJECT MANAGEMENT

   A. Project Coordination and Administration

      The engineer shall combine the D1 and D2 plan sets into a single document for letting. The engineer shall be responsible for the following:

      - Create a combined Title Sheet. The current RRD1 and RRD2 title sheets will be included in the plan set, this will be a new Title Sheet at the beginning of the combined plan set.
      - Combine the General Notes from RRD1 and RRD2 to cover both plan sets.
      - Combine the bid forms from RRD1 and RRD2 into a single bid form

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- Combine the PCM from RRD1 and RRD2 into a single construction manual
- Combine the Construction Time Determinations into a single CTD. Additional coordination with the GEC construction group may refine the CTD. The updated CTD will include updates based on utility clearance dates.
- Coordination meeting with design team and GEC

2. PUBLIC INVOLVEMENT

   No change to original WA, SWA1, SWA2, or SWA3

3. UTILITY COORDINATION SUPPORT

   No change to original WA, SWA1, SWA2, or SWA3

4. SURVEYING

   No change to original WA, SWA1, SWA2, or SWA3

5. DRAINAGE STUDY

   a. HYDROLOGIC/HYDRAULIC MODELING (**1** major channel crossing):

   - Review the updated proposed bridge layout
   - Incorporate the updated proposed bridge layout in the hydraulic model
   - Analyze the hydraulic results

   b. IMPACT AND MITIGATION ANALYSIS:

   - Prepare an impact analysis to determine increases in peak flow rates for the 100-year storm including: existing and proposed peak flow rates, and mitigation analysis.

   c. SCOUR ANALYSIS (1 bridge-class crossing assumed):

   - Prepare the scour analysis based on the updated HEC-RAS hydraulic modeling of proposed bridge-class crossing per *Evaluating Scour at Bridges (HEC 18)*.

   d. DELIVERABLES:

   - Summarize the findings and prepare Final Drainage Report (included with 90% PS&E submittal).

Docusign Envelope ID: 03A27DAA-BF5F-4688-9320-25389803D0CC

6. ENVIRONMENTAL SERVICES

No change to original WA, SWA1, SWA2, or SWA3

7. GEOTECHNICAL SERVICES

No change to original WA, SWA1, SWA2, or SWA3

8. PLAN PREPARATION

The engineer shall update the plans to incorporate a right turn lane along Ronald Reagan going to Sun City Blvd. north. The Engineer shall coordinate with utility owners and developers to incorporate any known constraints.

c. ROADWAY:

i. Update roadway paving file, proposed typical sections, and cross sections for the new right turn lane. Optimize bridge structure low chord, superstructure type and depth in coordination with roadway and hydraulic requirements.

ii. Update design for added right turn lane on Berry Creek Bridge. Design and detail bridge including layout, beam layout, abutment and span details, and standards per TxDOT's Bridge Project Development Manual, Load and Resistance Factor Design (LRFD) Bridge Design Manual, and Bridge Detailing Manual Bridge Design Manual. Custom bridge design and details are anticipated due to presence of SUP on bridge and non-standard width. No aesthetic treatments are required. No 3D modelling of bridge structure in Bentley OpenBridge is required (typical TxDOT requirement).

iii. Add retaining wall design near Berry Creek Bridge to maintain existing ROW and minimize impacts to existing utilities.

iv. Update all quantities and summary of quantity sheets for added right turn lane.

d. DRAINAGE: Revise drainage calculations and plans to accommodate new driveway intersection at Sun City Blvd.

v. Prepare revised hydraulic calculations for the design of drainage structures and detention structures on the project and inclusion in the plans.

vi. Revise drainage area maps delineating drainage area boundaries based on USGS topographic maps, local contour maps, and/or field survey data.

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vii. Update the proposed storm sewer system, drainage outfalls, cross drainage structures, culverts, channels, roadside ditches, minimum side slopes, and erosion and sedimentation control.

viii. Internal/local hydraulic system is assumed to be a combination of closed storm system to open ditch.

ix. Update Drainage Sheets:

1. External Drainage Area Maps
2. Interior Drainage Area Maps
3. Hydraulic Data Sheets
4. Drainage Computation Sheets

e. SIGNING & MARKINGS

Update signing and marking layout per current version of Texas Manual of Uniform Traffic Control Devices (TMUTCD) for right turn lane to Sun City Blvd north.

Update traffic signal plan sheets for 4th leg of Sun City Blvd at Ronald Reagan Blvd and Sun City Blvd including: roadway improvements, installation, additional traffic controls, illumination, elevation sheets, phase sequence diagrams, signal sequence table, flashing operation, cycle length, interval timing, power source location, quantities, signal timing for final and construction phases.

f. TRAFFIC CONTROL:

Update traffic control plan sequence of construction narrative, phase layout sheets, and detour layout as needed to direct traffic around construction activities per Texas Manual of Uniform Traffic Control Devices (TMUTCD).

g. WATER QUALITY:

- Wilco/TCEQ Coordination. The Engineer shall coordinate with Williamson County, City of Georgetown, and TCEQ on utilization of Jellyfish BMPs prior to preparation of plan sheets and WPAP application.

- Revise the Draft Water Pollution Abatement Plan (WPAP) to reflect the change to Jellyfish BMPs . Draft WPAP to be reviewed by Wilco. Final

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WPAP to be submitted to TCEQ for approval. Submit Agent Authorization Form, application, and pay Application Fee(s).

- Revise Water Quality Layout Plan Sheets and Pond Design Plan Sheets for 90%PS&E submittals. Structural design of outlet structure, retaining walls and/or structural pond walls and related construction details are not included in WATER QUALITY scope.

- Update Stormwater Pollution Prevention Plan (SWPPP) and EPIC Sheet.

h. DELIVERABLES

- 100% PS&E Submittal; per 100%/Final Plan Submittal Checklist

- Final PS&E Submittal; see 100%/Final Plan Submittal Checklist

i. PERMITS

No change to original WA, SWA1, SWA2, or SWA3

j. BIDDING PHASE SERVICES

No change to original WA, SWA1, SWA2, or SWA3

k. ASSUMPTIONS

No change to original WA, SWA1, SWA2, or SWA3

Docusign Envelope ID: 03A27DAA-BF5F-4688-9320-25389803D0CC

ATTACHMENT D-4: FEE SCHEDULE
WILLIAMSON COUNTY
Ronald Reagan Segment D2 - SWA4 to WA1

American Structurepoint Inc.

Task	American Structurepoint	Garver	Total Labor
Combine D1 and D2 Plan Sets			
1. Project Management and Coordination	$21,295.00		$21,295.00
TOTAL	$21,295.00	$0.00	**$21,295.00**

Right Turn Lane at Sun City Blvd			
1. Project Management and Coordination	$4,920.00	$2,066.00	$6,986.00
5. Drainage Study		$13,327.00	$13,327.00
8. Plan Preparation	$151,865.00	$14,197.00	$166,062.00
TOTAL	$156,785.00	$29,590.00	**$186,375.00**

Update Stormceptors to Jellyfish			
1. Project Management and Coordination		$ 2,066.00	$2,066.00
8. Plan Preparation		$ 15,437.00	$15,437.00
TOTAL	$0.00	$17,503.00	**$17,503.00**

Total for Combining Plan Set, Adding Right Turn Lane, and Updating WQ to Jellyfish	$178,080.00	$47,093.00	**$225,173.00**

Docusign Envelope ID: 03A27DAA-BF5F-4688-9320-25389803D0CC

ATTACHMENT D-4: FEE SCHEDULE
WILLIAMSON COUNTY
Ronald Reagan Segment D2 - SWA4 to WA1 - Combine D1 and D2 Packages

American Structurepoint Inc.

Task	Senior Project Manager	Sr. QC Reviewer	Senior Project Engineer	Project Engineer	Design Engineer	EIT	Senior Technician	Technician	Sr. Structural Engineer	Structural Engineer	Sr. Drainage Engineer	Draiange Engineer	Sr. Traffic Engineer	Traffic Engineer	Total Hours	Total Labor
Rates	$315.00	$305.00	$260.00	$200.00	$155.00	$135.00	$190.00	$130.00	$290.00	$250.00	$305.00	$200.00	$290.00	$190.00		
1. Project Management and Coordination	24	3	0	56	0	12	0	0	0	0	0	0	0	0	95	$ 21,295.00
Create a combined title sheet for RRD1 and RRD2	1	1		2		2									6	$ 1,290.00
Combine general notes	2	2		8											12	$ 2,840.00
Combine bid forms for RRD1 and RRD2	4			8											12	$ 2,860.00
Create a combined PCM for RRD1 and RRD2	4			10		10									24	$ 4,610.00
Combine CTD. Work with GEC construction group to refine CTD.	10			24											34	$ 7,950.00
Coordination with design team and GEC	3			4											7	$ 1,745.00
Total ASI Direct Labor Hours	24	3	0	56	0	12	0	0	0	0	0	0	0	0	95	
Percent of Total Hours	25%	3%	0%	59%	0%	13%	0%	0%	0%	0%	0%	0%	0%	0%		
Total ASI Direct Labor Cost																**$ 21,295.00**

Docusign Envelope ID: 03A27DAA-BF5F-4688-9320-25389803D0CC

ATTACHMENT D-4: FEE SCHEDULE
WILLIAMSON COUNTY
Ronald Reagan Segment D2 - SWA4 to WA1 - Right Turn Lane at Sun City Blvd.

American Structurepoint Inc.

Task	Senior Project Manager	Sr. QC Reviewer	Senior Project Engineer	Project Engineer	Design Engineer	EIT	Senior Technician	Technician	Sr. Structural Engineer	Structural Engineer	Sr. Drainage Engineer	Draiange Engineer	Sr. Traffic Engineer	Traffic Engineer	Total Hours	Total Labor
Rates	$315.00	$305.00	$260.00	$200.00	$155.00	$135.00	$190.00	$130.00	$290.00	$250.00	$305.00	$200.00	$290.00	$190.00		
1. Project Management and Coordination	8	0	0	12	0	0	0	0	0	0	0	0	0	0	20	$ 4,920.00
Coordination with design team and GEC	8			12											20	$ 4,920.00
8. Plan Preparation	30	33	0	114	134	24	110	0	94	122	0	0	8	24	693	$ 151,865.00
Roadway Design															0	$ -
Update typical sections, project layout, and general sheets.	4			12	12										28	$ 5,520.00
Update roadway P&P to include right turn lane	4			32	32										68	$ 12,620.00
Update cross sections for right turn lane	2			10	10										22	$ 4,180.00
Design new retaining wall or sloped riprap to accommodate right turn lane	8			48	80										136	$ 24,520.00
Design and detail bridge															0	$ -
WB Berry Creek Bridge (Assume ~ 750' long, ~38' wide, non-standard, multi span bridge, variable width (turn bay), curved alignment)															0	$ -
BRIDGE LAYOUT AND TYP SECTION	1	4					10		10	12					37	$ 9,335.00
ESTIMATED QUANTITIES & BEARING SEAT ELEVS *(incl geometry calcs)*	1	2					4		8	12					27	$ 7,005.00
FOUNDATION LAYOUT *(incl foundation design)*	1	1					8		10	10					30	$ 7,540.00
BORING LOGS															0	$ -
ABUTMENTS (1)	0	2					12		8	12					34	$ 8,210.00
INTERIOR BENTS (3)	0	2					24		12	20					58	$ 13,650.00
GIRDER LAYOUT (3 UNITS)	0	2					16		8	10					36	$ 8,470.00
SLAB AND SPAN DETAILS	0	2					16		8	10					36	$ 8,470.00
BEAM DESIGN DATA *(incl beam design)*	0	2					10		20	24					56	$ 14,310.00
															0	$ -
Constructability & Interdiscipline Review	1	6					4		4	4					19	$ 5,065.00
Prepare 100% and Final Cost Estimates	2	6					4		2	4					18	$ 4,800.00
Prepare 100%, Final PS&E Submittals incl QA/QC &Wilco Checklist	4	4					2		4	4					18	$ 5,020.00
Signing and Pavement Markings, Signalization															0	$ -
Update signs and pavement markings				4											4	$ 800.00
Update signal layout to ensure 4th leg of intersection (full width) is accommodated.	2					24							8	24	58	$ 10,750.00
Update traffic control				4											4	$ 800.00
Update SW3P for modified design				4											4	$ 800.00
															0	$ -
Total ASI Direct Labor Hours	38	33	0	126	134	24	110	0	94	122	0	0	8	24	713	
Percent of Total Hours	5%	5%	0%	18%	19%	3%	15%	0%	13%	17%	0%	0%	1%	3%		
Total ASI Direct Labor Cost																**$ 156,785.00**

Docusign Envelope ID: 03A27DAA-BF5F-4688-9320-25389803D0CC

ATTACHMENT D-4: FEE SCHEDULE
WILLIAMSON COUNTY
Ronald Reagan Segment D2 - SWA1 to WA1 - Right Turn Lane at Sun City Blvd

Garver, LLC

	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer	Senior EIT	EIT	Admin / Clerical	Total Hours	Total Labor
Rates	$ 283.00	$ 317.00	$ 257.00	$ 181.00	$ 150.00	$ 136.00	$ 100.00		
1. Project Management and Coordination	4	2	0	0	2	0	0	8	$ 2,066.00
Coordination with design team and GEC	4	2			2			8	$ 2,066.00
								0	$ -
5. Drainage Study	1	12	0	0	48	15	0	76	$ 13,327.00
a. Hydrologic / Hydraulic Modeling									
Review the updated proposed bridge layout with right turn lane	1				6			7	$ 1,183.00
Incorporate the proposed bridge in the HEC-RAS model					4	2		6	$ 872.00
Analyze the hydraulic results		2			8	2		12	$ 2,106.00
b. Impact and Mitigation Analysis									
Prepare impact and mitigation analysis		1			6	1		8	$ 1,353.00
c. Scour Analysis									
Update bridge scour calcuation		1			8			9	$ 1,517.00
QA/QC		2				4		6	$ 1,178.00
d. Deliverables									
Compile the hydraulic model for submission					4			4	$ 600.00
Update drainage report		2			12	4		18	$ 2,978.00
QA/QC		4				2		6	$ 1,540.00
								0	$ -
8. Plan Preparation	2	0	10	5	26	46	0	89	**$ 14,197.00**
d. Drainage									
Update drainage area maps and hydraulic calculations for drainage system	1		1	1	4	8		15	$ 2,409.00
Update stormsewer layouts and associated plan / profile sheets			2	2	20	12		36	$ 5,508.00
Update draiange computation sheets and drainage area maps			1	2	2	8		13	$ 2,007.00
g. Water Quality									
Update water quality calculations to include turn lane	1		2			10		13	$ 2,157.00
Update WPAP report to include updated limits and calcs			4			8		12	$ 2,116.00
								0	$ -
Total Garver Direct Labor Hours	7	14	10	5	76	61	0	173	
Percent of Total Hours	4%	8%	6%	3%	44%	35%	0%		
Total Garver Direct Labor (Drainage and WQ) Cost	$ 1,981.00	$ 4,438.00	$ 2,570.00	$ 905.00	$11,400.00	$ 8,296.00	$ -		**$ 29,590.00**
Total Other Direct Expenses Cost									**$0.00**
TOTAL PROJECT COST									**$ 29,590.00**

Docusign Envelope ID: 03A27DAA-BF5F-4688-9320-25389803D0CC

ATTACHMENT D-4: FEE SCHEDULE
WILLIAMSON COUNTY
Ronald Reagan Segment D2 - SWA1 to WA1 - Change to Jellyfish

Garver, LLC

	Project Manager	Senior Project Engineer	Project Engineer	Design Engineer	Senior EIT	EIT	Admin / Clerical	Total Hours	Total Labor
Rates	$ 283.00	$ 317.00	$ 257.00	$ 181.00	$ 150.00	$ 136.00	$ 100.00		
1. Project Management and Coordination	4	2	0	0	2	0	0	8	**$ 2,066.00**
Coordination with design team and GEC	4	2			2			8	$ 2,066.00
								0	$ -
8. Plan Preparation	2	0	5	6	38	50	0	101	**$ 15,437.00**
d. Drainage									
Update drainage area maps and hydraulic calculations for drainage system	1		2	2	4	12		21	$ 3,391.00
Update stormsewer layouts and associated plan / profile sheets			2	2	32	16		52	$ 7,852.00
Update draiange computation sheets and drainage area maps			1	2	2	8		13	$ 2,007.00
g. Water Quality									
Update water quality calculations for Jellyfish	1					6		7	$ 1,099.00
Update WPAP report to include updated limits and calcs						8		8	$ 1,088.00
								0	$ -
Total Garver Direct Labor Hours	6	2	5	6	40	50	0	109	
Percent of Total Hours	6%	2%	5%	6%	37%	46%	0%		
Total Garver Direct Labor (Drainage and WQ) Cost	$ 1,698.00	$ 634.00	$ 1,285.00	$ 1,086.00	$ 6,000.00	$ 6,800.00	$ -		**$ 17,503.00**
Total Other Direct Expenses Cost									**$0.00**
TOTAL PROJECT COST									**$ 17,503.00**

Commissioners Court - Regular Session **68.**

Meeting Date: 12/30/2025

RM 2243 Real Estate Contract

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with JGHTDH #1, LLC to acquire 0.068 AC needed as right of way and 0.068 AC needed for an electric easement on the RM 2243 project (Parcel 339 and 339E).

Public Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:22 PM
Form Started By: Don Childs		Started On: 12/19/2025 10:20 AM
Final Approval Date: 12/21/2025		

REAL ESTATE CONTRACT
RM 2243/Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **JGHTDH #1, LLC** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> TRACT ONE: Electric easement interest only in and across all of that certain 0.068 acre (2,947 square foot) tract of land, out of and situated in the Talbot Chambers Survey, Abstract No. 125, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 339-PEC**); and
>
> TRACT TWO: Fee simple interest in and to all of that certain 0.068 acre (2,947 square foot) tract of land, out of and situated in the Talbot Chambers Survey, Abstract No. 214, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 339**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the TRACT ONE portion of the Property described in Exhibit "A" shall be the sum of TEN THOUSAND and 00/100 Dollars ($10,000.00).

2.02. The Purchase Price for the TRACT TWO portion of the Property described in Exhibit "B" shall be the sum of TEN THOUSAND and 00/100 Dollars ($10,000.00).

Payment of Purchase Price

2.04. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before January 31, 2026, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the Contract, or the completion of the erosion control construction obligation in Section (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Electric Utility Easement conveying such interest to Pedernales Electric Cooperative in and to the portion of the Property described in Exhibit A, and a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the portion of the Property described in Exhibit A, and, all free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Electric Utility Easement shall be in the form as shown in Exhibit "C" attached hereto and incorporated herein. The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

The Title Company shall record the Electric Utility Easement in the Official Records of Williamson County, Texas PRIOR to recording of the Deed.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable.

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable"; and

(d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Special Warranty Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

SELLER:

JGHTDH #1, LLC

By: _____

Name: James G. Herman

Title: President

Date: 12/9/2025

Address: 595 Round Rock West Drive
Round Rock TX 78681

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

Date: _____

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

EXHIBIT A

County: Williamson
Parcel: 339
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 339

METES & BOUNDS DESCRIPTION FOR A 0.068 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE REMAINING PORTION OF TRACT 13, KITTIE HILL ACRES, A SUBDIVISION AS RECORDED IN CABINET F, SLIDES 45 AND 46 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 27.07 ACRE TRACT OF LAND AS CONVEYED TO JGHTDH #1, LLC BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2016075658 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.068 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found at the intersection of the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of reference found) and the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2004069273, 2019092213, 2023090344 and 2025046600, all of the Official Public Records of Williamson County, Texas, at the common southeast corner of the remaining portion of the above described Tract 13 and the above described JGHTDH #1 Tract, and at the southwest corner of a called 0.145 acre tract of land described as Parcel 28B as dedicated in said Document Number 2004069273 of the Official Public Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the north right-of-way line of said Hero Way and the common south line of said Tract 13 and said JGHTDH #1 Tract, S 68°25'11" W a distance of 291.86 feet to a 1/2-inch iron rod with a cap stamped "FOREST RPLS 1847" found at the common southwest corner of said Tract 13 and a remainder of said JGHTDH #1 Tract, and at the southeast corner of Tract 10 of said KITTIE HILL ACRES, as conveyed to TDW Development, LLC, by Special Warranty Deed recorded in Document Number 2022013182 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "FOREST RPLS 1847" found on the north right-of-way line of said Hero Way and the south line of Tract 9 of said KITTIE HILL ACRES, bears S 69°40'48" W a distance of 555.24 feet;

THENCE, with the west line of said Tract 13 and the east line of said Tract 10, N 20°59'25" W a distance of 10.00 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,064.24, E: 3,088,972.22) set at the common northwest corner of the remaining portion of said Tract 13 and a remainder of said JGHTDH #1 Tract, and at the southwest corner of Tract 13A of KITTIE HILL ACRES, TRACT 13 REPLAT, a subdivision as recorded in Document Number 2016014191 of the Official Public Records of Williamson County, Texas, as conveyed to NWC Hero #1, LLC by Special Warranty Deed recorded in Document Number 2022013181 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, 238.56 feet left of FM 2243 baseline station 180+45.59, from which a 1/2-inch iron rod found at the northeast corner of Tract 8, and at the northwest corner of Tract 11, both of said KITTIE HILL ACRES, bears N 20°59'25" W a distance of 1,288.90 feet;

THENCE, departing the east line of said Tract 10, with the common north line of the remaining portion of said Tract 13 and a remainder of said JGHTDH #1 Tract and partly with the south line of said Tract 13A and partly with the south line of Tract 13B of said KITTIE HILL ACRES, TRACT 13 REPLAT, as conveyed to SSA Investments, LLC by General Warranty Deed recorded in Document Number 2015077498 of the Official Public Records of Williamson County, Texas, N 68°24'25" E a distance of 298.04 feet to a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found on the west right-of-way line of said Ronald W Reagan Boulevard, at the common northeast corner of the remaining portion of said Tract 13 and a remainder of said JGHTDH #1 Tract, at the most southerly southeast corner of said Tract 13B, and at the most westerly common corner of said Parcel 28B and a called 1.534 acre tract of land described as Parcel 28A as dedicated in said Document Number 2004069273 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 267.43 feet left of FM 2243 baseline station 183+32.31, from which a 1/2-inch iron rod found on the west right-of-way line of said Ronald W Reagan Boulevard, at the most easterly southeast corner of said Tract 13B, bears N 25°33'33" E a distance of 64.73 feet;

THENCE, with the west right-of-way line of said Ronald W Reagan Boulevard and the common east line of the remaining portion of said Tract 13 and a remainder of said JGHTDH #1 Tract, S 24°26'25" W a distance of 8.61 feet to a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found for an angle point;

THENCE, continuing with the west right-of-way line of said Ronald W Reagan Boulevard and the common east line of the remaining portion of said Tract 13 and a remainder of said JGHTDH #1 Tract, S 20°23'38" E a distance of 4.09 feet to the **POINT OF BEGINNING** and containing 0.068 (2,947 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

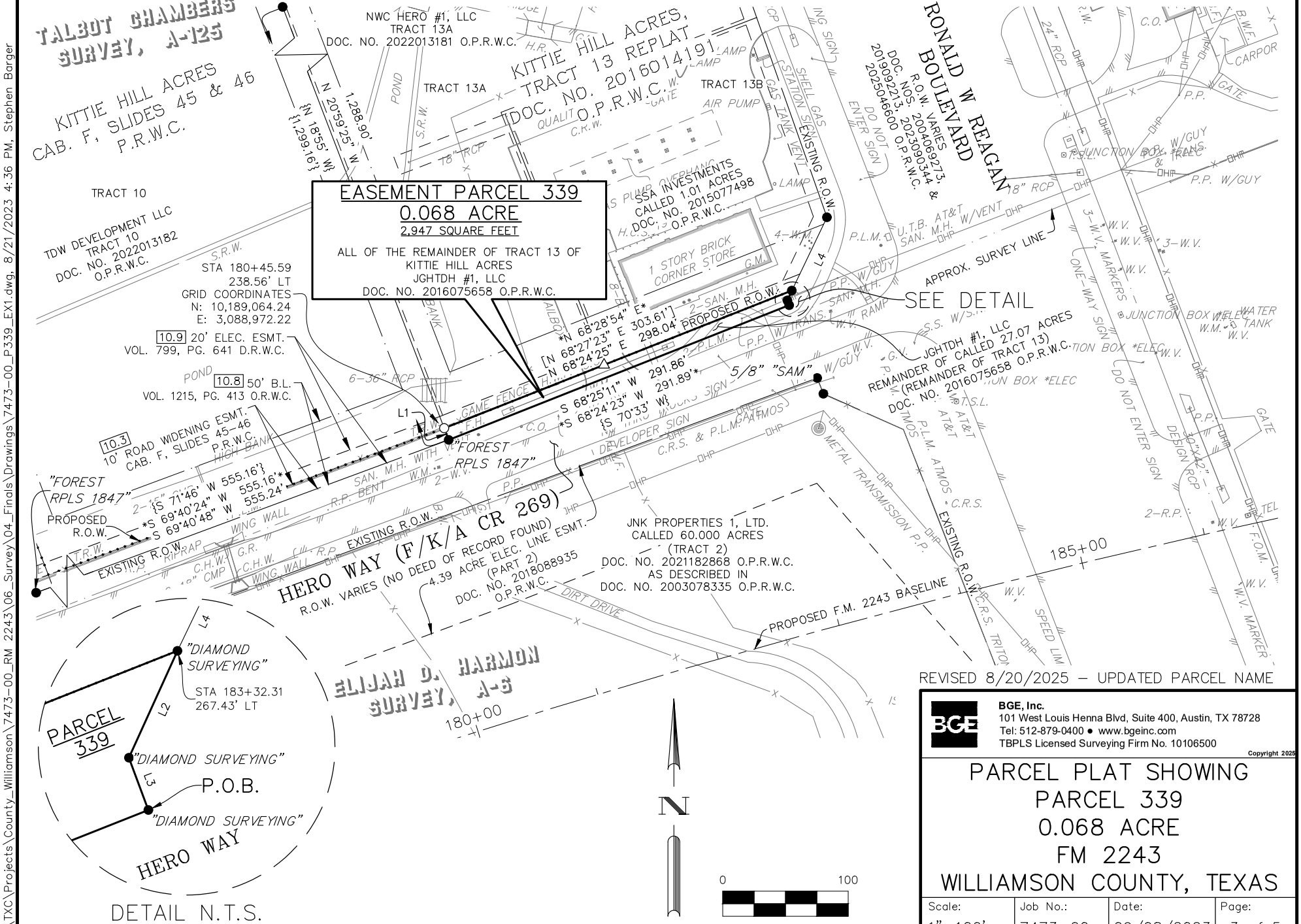
PRELIMINARY
This document shall not be recorded for any purpose.

Jonathan O. Nobles RPLS Number 5777 Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500

Client:	Williamson County
Date:	September 8, 2023
Revised:	August 20, 2025
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



REVISED 8/20/2025 – UPDATED PARCEL NAME

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500

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PARCEL PLAT SHOWING
PARCEL 339
0.068 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/08/2023	3 of 5

G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P339_EX1.dwg, 8/21/2023 4:36 PM, Stephen Barger

LEGEND

B.	BOLLARD
B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
C.R.S.	CATHODIC READING STATION
C.R.W.	CONCRETE RETAINING WALL
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
G.M.	GAS METER
G.P.	GATE POST
G.R.	GUARD RAIL
G.V.	GAS VALVE
H.C.S.	HANDICAP SIGN
H.R.	HANDRAIL
H.W.F.	HOG WIRE FENCE
M.H.	MANHOLE
NO.	NUMBER
N.T.S.	NOT TO SCALE
O.P.R.W.C	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PED.	PEDESTAL
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
SAN.	SANITARY
S.N.S.	STREET NAME SIGN
S.R.W.	STONE RETAINING WALL
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TRANS.	TRANSFORMER
T.R.W.	TIMBER RETAINING WALL
U.T.B.	UNDERGROUND TELEPHONE BOX
VOL.	VOLUME
W.F.	WATER FAUCET
W.I.F.	WROUGHT IRON FENCE
W.M.	WATER METER
W.V.	WATER VALVE

{ }	RECORD INFO FOR CAB. F, SLIDES 45-46 P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2016014191 O.P.R.W.C.
* *	RECORD INFO FOR DOC. NO. 2016075658 O.P.R.W.C.
(( ))	RECORD INFO FOR DOC. NO. 2004069273 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——X——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
10.9	SCHEDULE B ITEM

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 20°59'25" W	10.00'
L2	S 24°26'25" W	8.61'
L3	S 20°23'38" E	4.09'
L4	N 25°33'33" E	64.73'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L2	((S 25°22'45" W))	((8.68'))
L3	((S 21°13'30" E))	((4.07'))
L4	((N 25°22'45" E))	((64.81'))
	[N 25°31'37" E]	[64.89']

REVISED 8/20/2025 – UPDATED PARCEL NAME

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500

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PARCEL PLAT SHOWING
PARCEL 339
0.068 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/08/2023	4 of 5

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GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166261, DATED EFFECTIVE MAY 5, 2023 AND ISSUED ON JULY 31, 2023.

RESTRICTIVE COVENANT AND EASEMENT NOTES:

1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45, PLAT RECORDS, AND VOLUME 1215, PAGE 413, OFFICIAL RECORDS AND DOCUMENT NO(S) 2015078669 AND 2016096986, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN DOCUMENT NUMBER 2016014191, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO NOT AFFECT THE SUBJECT TRACT.

10.2 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 A 10 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE SOUTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET F, SLIDE 45 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.4 A PROPOSED 8' SIDEWALK RESERVED ACROSS THE SUBJECT PROPERTY, AS SHOWN ON THE PLAT OF RECORD IN DOCUMENT NO. 2016014191 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

10.6 AIR SPACE EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1215, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (BLANKET)

10.8 BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 1215, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.9 AN ELECTRIC TRANSMISSION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.15 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2015078670 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT. THE SUBJECT TRACT ITSELF IS NOT A PARTY TO THIS DEVELOPMENT AGREEMENT, BUT IT IS AFFECTED BY IT.

10.16 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN COST PARTICIPATION AGREEMENT FOR PUBLIC UTILITIES OF RECORD IN DOCUMENT NO. 2016084315 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT. THE SUBJECT TRACT ITSELF IS NOT A PARTY TO THIS COST PARTICIPATION AGREEMENT, BUT IT IS AFFECTED BY IT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

PRELIMINARY
PENDING FINAL
REVIEW

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 8/20/2025 – UPDATED PARCEL NAME

BGE, Inc.
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PARCEL PLAT SHOWING
PARCEL 339
0.068 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/08/2023	5 of 5

EXHIBIT B

County: Williamson
Parcel: 339 PEC
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 339 PEC

METES & BOUNDS DESCRIPTION FOR A 0.068 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING ALL OF THE REMAINING PORTION OF TRACT 13, KITTIE HILL ACRES, A SUBDIVISION AS RECORDED IN CABINET F, SLIDES 45 AND 46 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AND BEING A PORTION OF A REMAINDER OF A CALLED 27.07 ACRE TRACT OF LAND AS CONVEYED TO JGHTDH #1, LLC BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NUMBER 2016075658 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.068 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found at the intersection of the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) (no deed of reference found) and the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2004069273, 2019092213, 2023090344 and 2025046600, all of the Official Public Records of Williamson County, Texas, at the common southeast corner of the remaining portion of the above described Tract 13 and the above described JGHTDH #1 Tract, and at the southwest corner of a called 0.145 acre tract of land described as Parcel 28B as dedicated in said Document Number 2004069273 of the Official Public Records of Williamson County, Texas, for the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the north right-of-way line of said Hero Way and the common south line of said Tract 13 and said JGHTDH #1 Tract, S 68°25'11" W a distance of 291.86 feet to a 1/2-inch iron rod with a cap stamped "FOREST RPLS 1847" found at the common southwest corner of said Tract 13 and a remainder of said JGHTDH #1 Tract, and at the southeast corner of Tract 10 of said KITTIE HILL ACRES, as conveyed to TDW Development, LLC, by Special Warranty Deed recorded in Document Number 2022013182 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped "FOREST RPLS 1847" found on the north right-of-way line of said Hero Way and the south line of Tract 9 of said KITTIE HILL ACRES, bears S 69°40'48" W a distance of 555.24 feet;

THENCE, with the west line of said Tract 13 and the east line of said Tract 10, N 20°59'25" W a distance of 10.00 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,189,064.24, E: 3,088,972.22) set at the common northwest corner of the remaining portion of said Tract 13 and a remainder of said JGHTDH #1 Tract, and at the southwest corner of Tract 13A of KITTIE HILL ACRES, TRACT 13 REPLAT, a subdivision as recorded in Document Number 2016014191 of the Official Public Records of Williamson County, Texas, as conveyed to NWC Hero #1, LLC by Special Warranty Deed recorded in Document Number 2022013181 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, 238.56 feet left of FM 2243 baseline station 180+45.59, from which a 1/2-inch iron rod found at the northeast corner of Tract 8, and at the northwest corner of Tract 11, both of said KITTIE HILL ACRES, bears N 20°59'25" W a distance of 1,288.90 feet;

THENCE, departing the east line of said Tract 10, with the common north line of the remaining portion of said Tract 13 and a remainder of said JGHTDH #1 Tract and partly with the south line of said Tract 13A and partly with the south line of Tract 13B of said KITTIE HILL ACRES, TRACT 13 REPLAT, as conveyed to SSA Investments, LLC by General Warranty Deed recorded in Document Number 2015077498 of the Official Public Records of Williamson County, Texas, N 68°24'25" E a distance of 298.04 feet to a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found on the west right-of-way line of said Ronald W Reagan Boulevard, at the common northeast corner of the remaining portion of said Tract 13 and a remainder of said JGHTDH #1 Tract, at the most southerly southeast corner of said Tract 13B, and at the most westerly common corner of said Parcel 28B and a called 1.534 acre tract of land described as Parcel 28A as dedicated in said Document Number 2004069273 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 267.43 feet left of FM 2243 baseline station 183+32.31, from which a 1/2-inch iron rod found on the west right-of-way line of said Ronald W Reagan Boulevard, at the most easterly southeast corner of said Tract 13B, bears N 25°33'33" E a distance of 64.73 feet;

THENCE, with the west right-of-way line of said Ronald W Reagan Boulevard and the common east line of the remaining portion of said Tract 13 and a remainder of said JGHTDH #1 Tract, S 24°26'25" W a distance of 8.61 feet to a 1/2-inch iron rod with a cap stamped "DIAMOND SURVEYING" found for an angle point;

THENCE, continuing with the west right-of-way line of said Ronald W Reagan Boulevard and the common east line of the remaining portion of said Tract 13 and a remainder of said JGHTDH #1 Tract, S 20°23'38" E a distance of 4.09 feet to the **POINT OF BEGINNING** and containing 0.068 (2,947 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

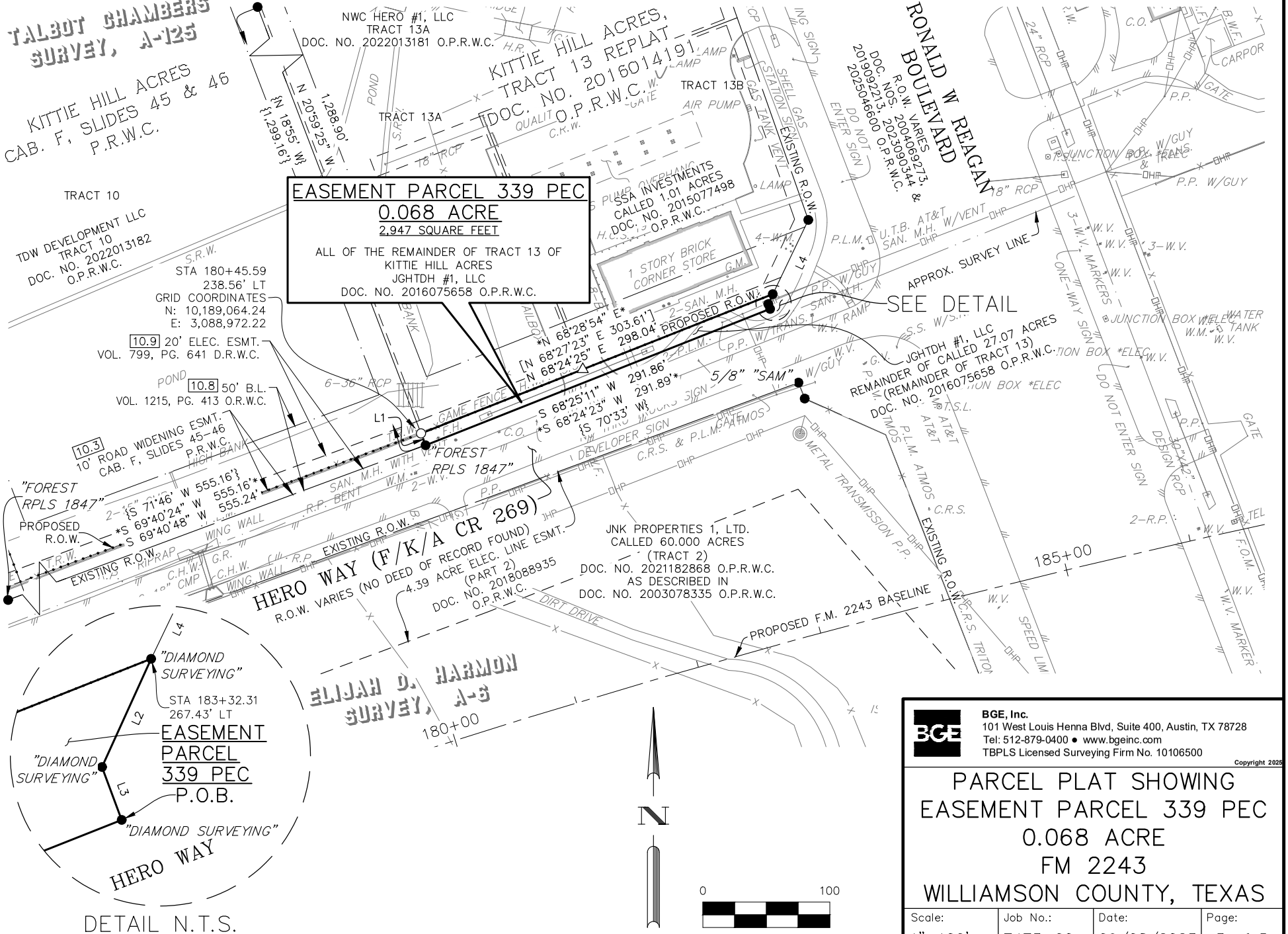
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

PRELIMINARY
This document shall not be recorded for any purpose.

Jonathan O. Nobles RPLS Number 5777 Date
BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500

Client:	Williamson County
Date:	September 8, 2023
Revised:	August 20, 2025
Project Number:	7473-00

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500

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PARCEL PLAT SHOWING EASEMENT PARCEL 339 PEC 0.068 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

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1"=100'	7473-00	09/08/2023	3 of 5

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LEGEND

B.	BOLLARD
B.F.	BOARD FENCE
B.W.F.	BARBED WIRE FENCE
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
C.O.	CLEAN OUT
C.R.S.	CATHODIC READING STATION
C.R.W.	CONCRETE RETAINING WALL
DOC.	DOCUMENT
E.M.	ELECTRIC METER
ELEC.	ELECTRIC
ESMT.	EASEMENT
F.H.	FIRE HYDRANT
F.O.M.	FIBER OPTIC MARKER
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10.9	SCHEDULE B ITEM

LINE TABLE		
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2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THAT CERTAIN COMMITMENT FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166261, DATED EFFECTIVE MAY 5, 2023 AND ISSUED ON JULY 31, 2023.

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10.2 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

10.3 A 10 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE SOUTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET F, SLIDE 45 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

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I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

PRELIMINARY
PENDING FINAL
REVIEW

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

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PARCEL PLAT SHOWING EASEMENT PARCEL 339 PEC 0.068 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	09/08/2023	5 of 5

EXHIBIT "C"

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

That **JGHTDH #1, LLC**, for and in consideration of ONE DOLLAR ($1.00) in hand paid by Williamson County, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto **PEDERNALES ELECTRIC COOPERATIVE, INC**. ("Grantee") an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across, under and upon the following described lands located in Williamson County, Texas, to-wit:

> All of that certain 0.068 acre (2,947 square foot) tract in the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 339-PEC)**

With guying easements as needed, together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; provided however the right to use such adjacent lands shall only be permitted if there is no reasonably available access to the easement area from a public right of way; the right to relocate the lines within the limits of said easement and right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto Grantee and its successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above-described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

WITNESS my hand this _____ day of _____, 2025.

[signature page follows]

GRANTOR:

JGHTDH #1, LLC

By: _____

Its:_____

_____
(Signature)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 2025.

_____
Notary Public in and for
The State of Texas

Please Return to:

EXHIBIT "D"

Parcel 339P2

DEED
Hero Way Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **JGHTDH #1, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.068 acre (2,947 square foot) tract of land, out of and situated in the Talbot Chambers Survey, Abstract No. 214, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 339**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas its successors or assigns, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of the facilities and appurtenances of Grantee.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

GRANTOR:

JGHTDH #1, LLC

By:_____

Name:_____

Title:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **69.**

Meeting Date: 12/30/2025

CR 258 Real Estate Contract

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with Enclave at Liberty Hill, LLC, a Texas limited liability company, and 2125 Hydepark Apartments, a Florida limited liability company, to acquire 4.317 AC needed as right of way on the CR 258 project (parcel 1).

Public Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:24 PM
Form Started By: Don Childs		Started On: 12/19/2025 10:25 AM
Final Approval Date: 12/21/2025		

REAL ESTATE CONTRACT
CR 258 Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **ENCLAVE AT LIBERTY HILL, LLC, a Texas limited liability company, as to an 84% undivided interest, and 2125 HYDEPARK APARTMENTS LLC, a Florida limited liability company, as to a 16% undivided interest** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> All of that certain 4.317-acre (188,049 square foot) tract of land, out of and situated in the B. Manlove Survey, Abstract No. 417, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1);**

together with all and singular the rights and appurtenances pertaining to the property, including any right, title and interest of Seller in and to adjacent streets, alleys or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the Property described in Exhibit "A", any improvements located upon the Property, and any damage to or cost of cure for the remaining property of Seller, shall be the sum of TWO MILLION EIGHT HUNDRED TWENTY THOUSAND SEVEN HUNDRED THIRTY-FIVE and 00/100 Dollars ($2,820,735.00).

Payment of Purchase Price

2.03. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Longhorn Title Company on or before January 21, 2026, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the contract (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the right of way Property described in Exhibit "A", free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.

(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Deed shall be in the form as shown in Exhibit "B" attached hereto and incorporated herein.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable; and

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable".

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the current year relating to the portion of the Property conveyed in fee simple shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09 In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10 This Contract shall be effective as of the date it is approved by the Williamson County commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11 This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

Contingent Possession and Use Agreement

8.12. Upon completion of (1) the full execution of this Contract by all parties, and (2) acknowledgment by the Title Company of delivery by Purchaser of the full Purchase Price to the Title Company, Purchaser, its agents and contractors shall be permitted at any time after December 31, 2025 to enter and possess the Property prior to Closing for the purpose of completing any and all necessary testing, utility relocation and construction activities associated with the proposed Seward Junction improvement construction project of Purchaser, and Seller agrees to make any gate access available to Purchaser, its contractors or utility facility owners as necessary to carry out the purposes of this paragraph. The parties further agree to continue to use diligence in assisting with any title curative measures or mortgage lien release required by the Contract to complete the Closing of the purchase transaction.

SELLER:

ENCLAVE AT LIBERTY HILL, LLC,
a Texas limited liability company, as to an 84% undivided interest

By: K.V.N. Ramakrishna

Name: RAMAKRISHNA KANDULA

Title: MANAGER

Date: 12/10/2025

Address: 603 E. BROADWAY ST

PROSPER, TX 75078

SELLER:

2125 HYDEPARK APARTMENTS LLC,
a Florida limited liability company, as to a 16% undivided interest

By: K.V.N. Ramakrishna

Name: RAMAKRISHNA KANDULA

Title: MANAGER

Date: 12/10/2025

Address: 7901 4TH STREET N, STE 4058

ST. PETERSBURG, FL 33702

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____

Steven Snell
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

PROPERTY DESCRIPTION FOR PARCEL 1

DESCRIPTION OF A 4.317 ACRE (188,049 SQ. FT.) PARCEL OF LAND OUT OF THE B. MANLOVE SURVEY, ABSTRACT NO. 417, IN WILLIAMSON COUNTY, TEXAS, BEING A PORTION OF THE FOLLOWING TWO (2) TRACTS OF LAND TO ENCLAVE AT LIBERTY HILL, LLC AND 2125 HYDEPARK APARTMENTS, LLC, TRACT NO. ONE A REMAINDER OF A CALLED 10.105 ACRE TRACT, RECORDED ON JULY 12, 2021, IN DOCUMENT NO. 2021103398, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS (O.P.R.W.C.TX.), AND TRACT NO. TWO A PORTION OF A CALLED 94.814 ACRE TRACT, RECORDED ON JULY 12, 2021, IN DOCUMENT NO. 2021103382, O.P.R.W.C.TX.; SAID 4.317 ACRE (188,049 SQ. FT.) PARCEL, AS SHOWN ON A PLAT PREPARED BY SAM, LLC, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found 219.40 feet left of Engineer's Centerline Station (E.C.S.) 100+51.19 on the existing south right-of-way (R.O.W.) line of County Road 258 (C.R. 258), a variable width R.O.W., being a called 0.375 acre parcel to Williamson County, Texas, recorded in Document No. 2022031320, O.P.R.W.C.TX., for an interior ell corner of said remainder of a called 10.105 acre tract, from which a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found bears the following two (2) courses and distances: (1) North 21°16'24" West, a distance of 15.00 feet to a calculated point, and (2) North 68°43'36" East, a distance of 113.73 feet;

THENCE, South 68°43'36" West, with the existing south R.O.W. line of said C.R. 258 and north line of said remainder of a called 10.105 acre tract, a distance of 88.68 feet to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" (Surface Coordinates: N=10,219,084.82, E=3,070,735.89) set 131.12 feet left of E.C.S. 100+57.14 on the proposed east R.O.W. line of C.R. 258, for the northeast corner and the **POINT OF BEGINNING** of the parcel described herein;

THENCE, departing the existing south R.O.W. line of said C.R. 258, with the proposed east R.O.W. line of said C.R. 258, over and across said 10.105 acre tract and said 94.814 acre tract, the following sixteen (16) courses and distances numbered 1-16:

1) **South 14°33'33" East,** a distance of **323.56 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 147.40 feet left of E.C.S. 103+99.14,

2) **South 54°11'41" East**, a distance of **72.78 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 187.01 feet left of E.C.S. 104+60.19,

3) **South 17°30"55" East**, a distance of **232.85 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.01 feet left of E.C.S. 106+87.19,

4) **South 72°29'05" West**, a distance of **94.84 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 80.23 feet left of E.C.S. 106+84.01,

5) **South 18°41'13" East**, a distance of **495.51 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.36 feet left of E.C.S. 111+78.63 for the beginning of a curve to the left,

6) With said curve to the left, having a radius of **6,440.77 feet**, an arc length of **31.01 feet**, through a **delta angle of 00°16'33"**, and a chord that bears **South 18°49'30" East**, a distance of **31.01 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.35 feet left of E.C.S. 112+09.64,

7) **South 18°57'46" East**, a distance of **696.60 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.70 feet left of E.C.S. 119+08.05 for the beginning of a curve to the left,

8) With said curve to the left, having a radius of **990.12 feet**, an arc length of **54.09 feet**, through a **delta angle of 03°07'48"**, and a chord that bears **South 20°31'40" East**, a distance of **54.08 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 78.63 feet left of E.C.S. 119+63.32,

9) **South 22°05'34" East**, a distance of **254.97 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 79.06 feet left of E.C.S. 122+19.62,

10) **South 64°26'22" East**, a distance of **27.52 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 97.73 feet left of E.C.S. 122+40.12,

11) **North 70°33'38" East**, a distance of **64.83 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 162.49 feet left of E.C.S. 122+43.13,

12) **South 19°27'23" East**, a distance of **292.00 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 175.03 feet left of E.C.S. 125+09.10,

13) **South 70°33'38" West**, a distance of **63.92 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 111.50 feet left of E.C.S. 125+16.08,

14) **South 19°26'22" East**, a distance of **365.82 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 130.84 feet left of E.C.S. 128+98.80,

15) **South 66°23'16" East**, a distance of **77.89 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 186.29 feet left of E.C.S. 129+53.50, and

16) **South 19°19'12" East**, a distance of **65.46 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" set 184.37 feet left of E.C.S. 130+18.94 on the south line of said 94.814 acre tract, also falling on the north line of a remainder of a called 155.911 acre tract of land described in a deed to McCullom 155, LP, recorded in Document No. 2025010733, O.P.R.W.C.TX., for the southeast corner of the parcel described herein, from which a 5/8-inch iron rod with a cap stamped "MCGRAY & MCGRAY" found on existing east R.O.W. line of said C.R. 258, being a called 6.780 acre parcel to Williamson County, Texas, recorded in Document No. 2025068047, O.P.R.W.C.TX., bears South 19°19'12" East, a distance of 2.14 feet;

17) **THENCE**, **South 68°35'14" West**, departing the proposed east R.O.W. line of said C.R. 258, with the south line of said 94.814 acre tract and the north line of said remainder of a called 155.911 acre tract, a distance of **79.50 feet** to a 1-inch iron pipe found on the existing east R.O.W. line of said C.R. 258, for the southwest corner of said 94.814 acre tract and of the parcel described herein, from which a 3/8-inch iron rod found for the southeast corner of a called 95.61 acre tract of land described in a deed to Liberty Hill Independent School District (I.S.D.), recorded in Document No. 2021177340, O.P.R.W.C.TX., bears North 84°33'38" West, a distance of 161.85 feet;

THENCE, departing the north line of said remainder of a called 155.911 acre tract, with the existing east R.O.W. line of said C.R. 258 and the west line of said 94.814 acre tract, the following three (3) courses and distances numbered 18-20:

18) **North 22°05'14" West,** a distance of **1,079.83 feet** to a 1/2-inch iron pipe found,

19) **North 19°16'28" West,** a distance of **1,620.34 feet** to a 1/2-inch iron rod with a plastic cap stamped "QUICK INC RPLS 6447" found, and

20) **North 15°17'26" West,** a distance of **16.35 feet** to a 1/2-inch iron rod with a plastic cap stamped "QUICK INC RPLS 6447" found for the northwest corner of said 94.814 acre tract, from which a 5/8-inch iron rod with an aluminum cap found for an ell corner of said 95.61 acre tract bears South 49°01'58" West, a distance of 88.21 feet;

21) **THENCE**, **South 74°02'52" East**, continuing with the existing east R.O.W. line of said C.R. 258, with the north line of said 94.814 acre tract, a distance of **13.04 feet** to a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found for the southwest corner of said remainder of a called 10.105 acre tract;

22) **THENCE, North 03°14'16" East**, departing the north line of said 94.814 acre tract, continuing with the existing east R.O.W. line of said C.R. 258 and with the west line of said remainder of a called 10.105 acre tract, a distance of **253.13 feet** to a calculated point for the northwest corner of said remainder of a called 10.105 acre tract and of the parcel described herein, from which a 5/8-inch iron rod with an aluminum cap stamped "WILLIAMSON COUNTY" found bears South 47°13'05" East, a distance of 0.19 feet;

(THIS SPACE INTENTIONALLY LEFT BLANK)

23) **THENCE**, **North 68°43'36" East**, continuing with the existing east R.O.W. line of said C.R. 258 and with the north line of said remainder of a called 10.105 acre tract, a distance of **26.50 feet** to the **POINT OF BEGINNING**, and containing 4.317 acres (188,039 sq. ft.) of land.

Bearing Basis:
All coordinates are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983 (NAD83), 2011 Adjustment (Epoch 2010.00). All coordinates shown hereon are surface and may be converted to grid by dividing by a Surface Adjustment Factor of 1.00012.
Units: U.S. Survey Feet.

Abstracting and field surveys were performed from April, 2024 through October, 2025.

A parcel plat of even date was prepared in conjunction with this property description.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS §

That I, Neil Hines, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, on the date shown below.

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.

SURVEYING AND MAPPING, LLC
4801 Southwest Pkwy
Building Two, Suite 100
Austin, Texas 78735
TX. Firm No. 10064300

Neil Hines Date
Registered Professional Land Surveyor
No. 5642 – State of Texas

EXHIBIT "A"

B. MANLOVE SURVEY, ABSTRACT NO. 417

ENCLAVE AT LIBERTY HILL, LLC AND
2125 HYDEPARK APARTMENTS, LLC
REMAINDER OF A CALLED 10.105 ACRES
RECORDED JULY 12, 2021
DOCUMENT NO. 2021103398
O.P.R.W.C.TX.

P.O.R.
W/ ALC
"WILLIAMSON COUNTY"

COUNTY ROAD 258
(VARIABLE WIDTH R.O.W.)

WILLIAMSON COUNTY, TEXAS
CALLED 0.375 ACRE
DOCUMENT NO. 2022031320
O.P.R.W.C.TX.

(L2) L2

(L1) L1

P.O.C.
W/ ALC
"WILLIAMSON COUNTY"
100+51.19
219.40' LT

(S68°43'58"W 115.17')

S68°43'36"W 88.68'

P.O.B.
100+57.14
131.12' LT
N=10,219,084.82
E=3,070,735.89

S14°33'33"E 323.56'
PROPOSED R.O.W.

N68°43'36"E 26.50'

N03°14'16"E 253.13'
(S03°14'38"W 253.07')

SEE DETAIL "B" PAGE 6 OF 9

S74°02'52"E 13.04'

1/2" W/PCAP"QUICK INC RPLS 6447"

W/ ALC "WILLIAMSON COUNTY"

1/2" W/PCAP "QUICK INC RPLS 6447"

N15°17'26"W 16.35'

(N74°02'44"W 1,138.16')

N19°16'28"W 1,620.34'

(N19°16'32"W 1620.34')

EXISTING R.O.W.

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N21°16'24"W	15.00'
(L1)	(S21°16'02"W)	(15.00')
L2	N68°43'36"E	113.73'
(L2)	(S68°43'58"W)	(113.72')

50' GAS
PIPELINE EASEMENT
MERGER AGREEMENT BETWEEN ECP AND WCP
DOC. NO. 2020082921
O.P.R.W.C.TX.
ENTERPRISE CRUDE PIPELINE, LLC
DESCRIBED IN
DOC. NO. 2016010597
O.P.R.W.C.TX.

ENGINEER'S CENTERLINE CURVE DATA

PI	100+92.50
Δ	21°41'46.8" (RT)
D	14°19'26.2"
T	76.65'
L	151.47'
R	400.00'
PC	100+15.84
PT	101+67.31

PI	102+43.97
Δ	21°41'46.8" (LT)
D	14°19'26.2"
T	76.65'
L	151.47'
R	400.00'
PC	101+67.31
PT	103+18.78

104+60.19
187.01' LT

S17°30'55"E 232.85'
PROPOSED R.O.W.

S54°11'41"E
72.78'

103+99.14
147.40' LT

1

4.317 AC.
(188,049 SQ. FT.)

106+87.19
175.01' LT

S72°29'05"W 94.84'

106+84.01
80.23' LT

S18°41'13"E 495.51'
PROPOSED R.O.W.

ENCLAVE AT LIBERTY HILL, LLC AND
2125 HYDEPARK APARTMENTS, LLC
CALLED 94.814 ACRES
RECORDED JULY 12, 2021
DOCUMENT NO. 2021103382
O.P.R.W.C.TX.

MATCH LINE PAGE 6 OF 10

102+00

PRC 101+67.31

S21°13'36.5"E 174.04'

S49°01'58"W
88.21'

PT 103+18.78

P.O.R.
W/ALC

PT 103+18.78

ENGINEER'S CENTERLINE

PT 107+53.35

S18°51'27"E 1,071.43'

108+00

LIBERTY HILL I.S.D
CALLED 95.61 ACRES
DOCUMENT NO. 2021177340
O.P.R.W.C.TX.

REF. FIELD NOTE NO. 51609

FILE:\\saminc\AUS\PROJECTS\1024086845A\100\Survey\03Exhibits\Parcel_1_Combined\Parcel 1_10.12

EXISTING	*104.544 AC.	ACQUIRE	4.317 AC.	REMAINING	100.227 AC. LEFT

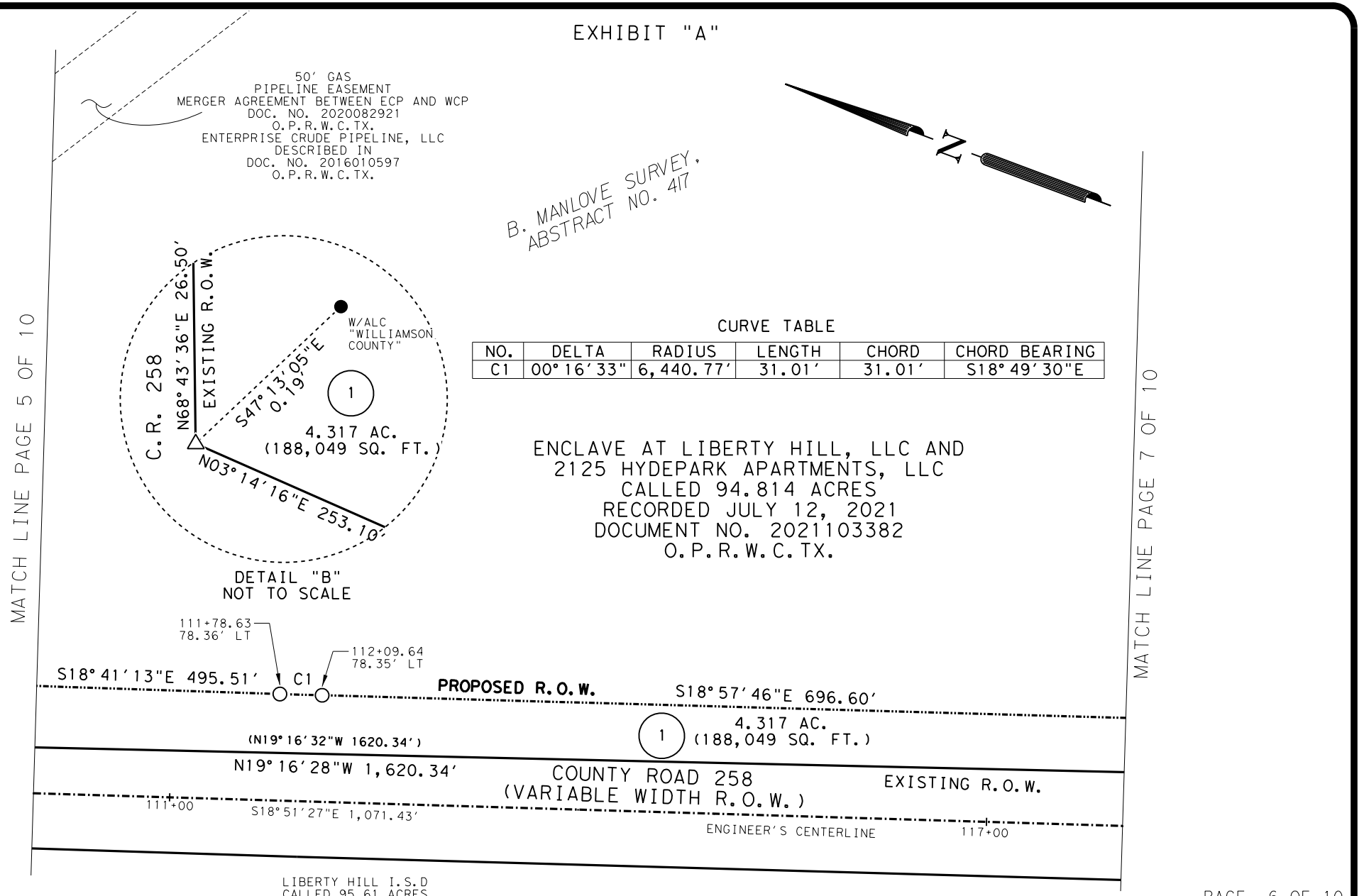
100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

SAM™
4801 Southwest Parkway
Building Two, Suite 100
Austin, Texas 78735
(512) 447-0575
Fax: (512) 326-3029
Texas Firm Registration No. 10064300

PARCEL SKETCH
SHOWING PROPERTY OF
ENCLAVE AT LIBERTY HILL, LLC AND
2125 HYDEPARK APARTMENTS, LLC
PARCEL 1
4.317 AC. (188,049 SQ. FT.)

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	00°16'33"	6,440.77'	31.01'	31.01'	S18°49'30"E

ENCLAVE AT LIBERTY HILL, LLC AND
2125 HYDEPARK APARTMENTS, LLC
CALLED 94.814 ACRES
RECORDED JULY 12, 2021
DOCUMENT NO. 2021103382
O.P.R.W.C.TX.

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

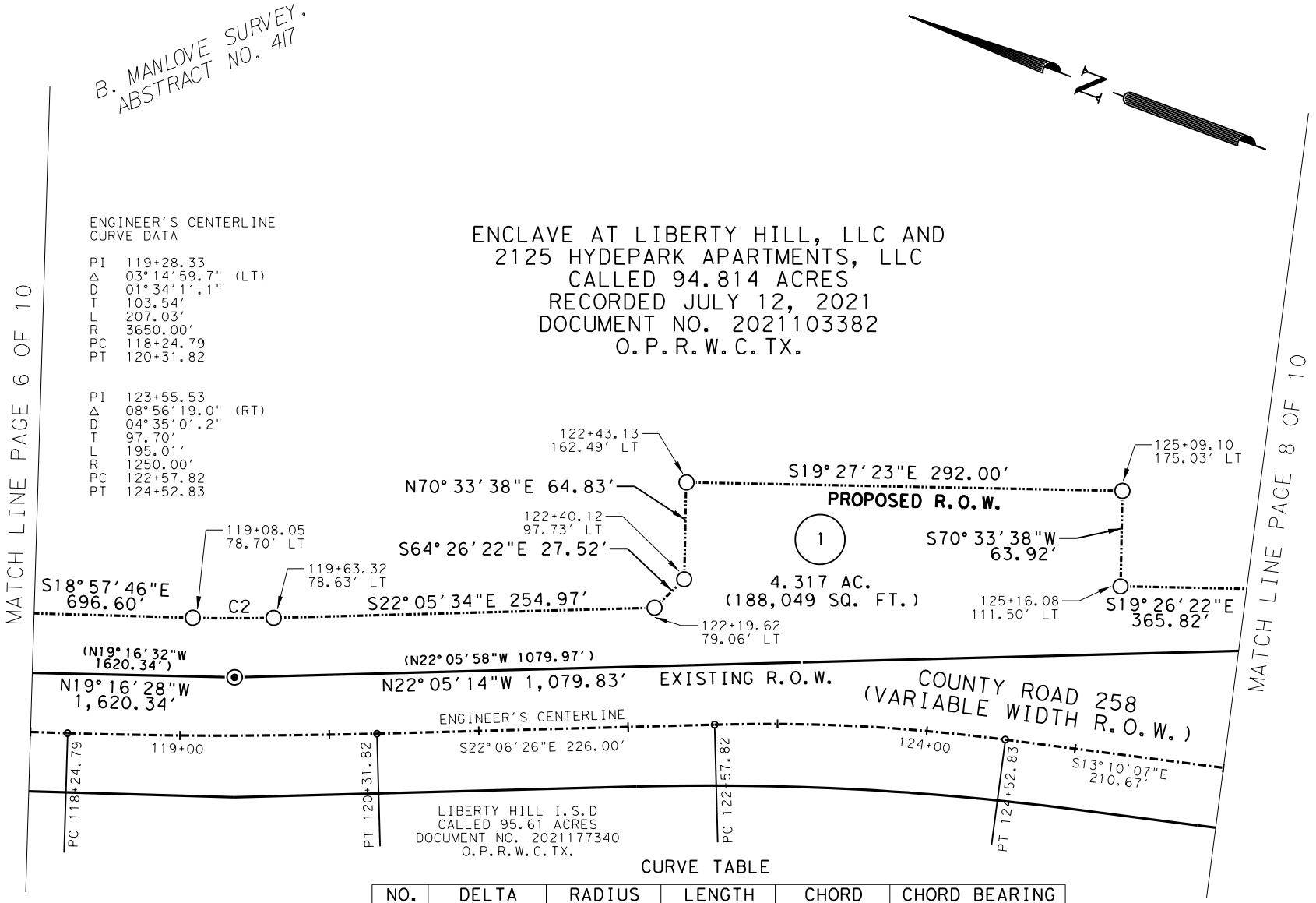
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EXISTING	*104.544 AC.	ACQUIRE	4.317 AC.	REMAINING	100.227 AC. LEFT

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ENCLAVE AT LIBERTY HILL, LLC AND
2125 HYDEPARK APARTMENTS, LLC
PARCEL 1
4.317 AC. (188,049 SQ. FT.)

EXHIBIT "A"



CURVE TABLE

NO.	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C2	03°07'48"	990.12'	54.09'	54.08'	S20°31'40"E

REF. FIELD NOTE NO. 51609

FILE:\\saminc\AUS\PROJECTS\1024086845A\100\Survey\03Exhibits\Parcel_1_Combined\Parcel 1_10.12

EXISTING	*104.544 AC.	ACQUIRE	4.317 AC.	REMAINING	100.227 AC. LEFT

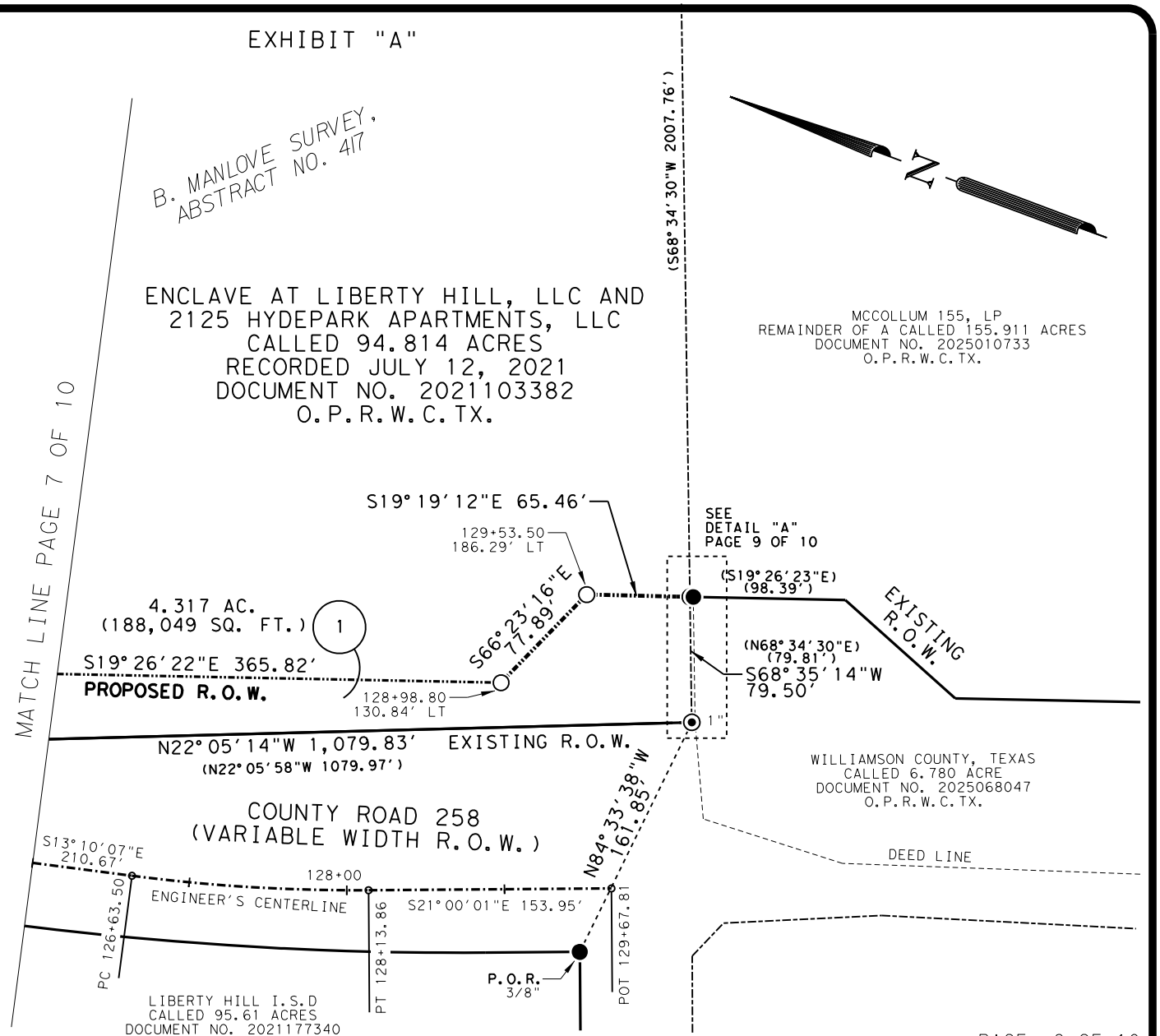
100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

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2125 HYDEPARK APARTMENTS, LLC
PARCEL 1
4.317 AC. (188,049 SQ. FT.)

EXHIBIT "A"



ENGINEER'S CENTERLINE
CURVE DATA

PI	127+38.80
△	07°49'53.7" (LT)
D	05°12'31.3"
T	75.29'
L	150.36'
R	1100.00'
PC	126+63.50
PT	128+13.86

100 0 50 100

GRAPHIC SCALE
SCALE: 1" = 100'
WILLIAMSON COUNTY, TEXAS

PAGE 8 OF 10
REF. FIELD NOTE NO. 51609

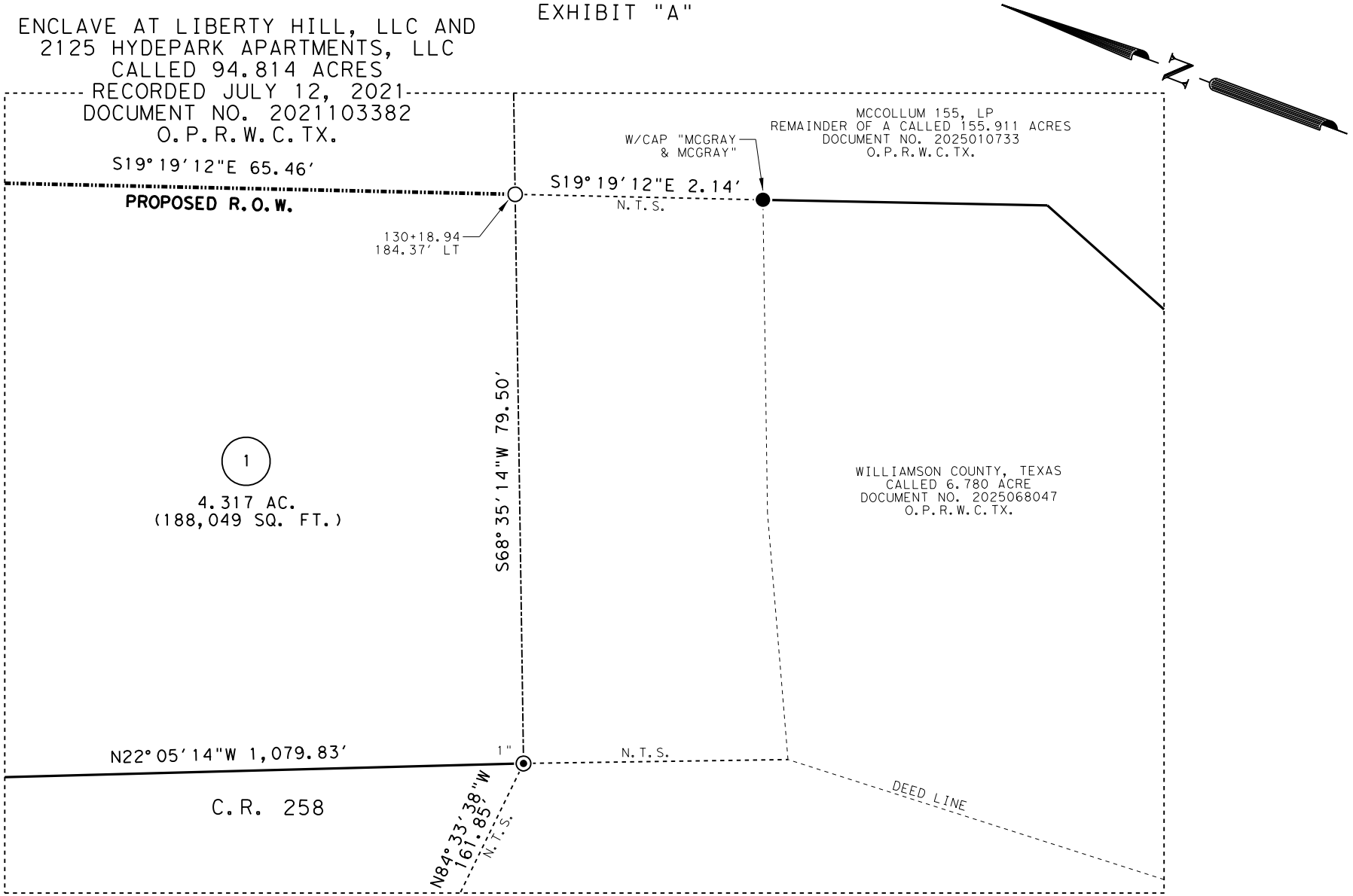
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PARCEL 1
4.317 AC. (188,049 SQ. FT.)

EXHIBIT "A"



DETAIL "B"
NOT TO SCALE

REF. FIELD NOTE NO. 51609

FILE:\\saminc\AUS\PROJECTS\1024086845A\100\Survey\03Exhibits\Parcel_1_Combined\Parcel 1_10.12

EXISTING	*104.544 AC.	ACQUIRE	4.317 AC.	REMAINING	100.227 AC. LEFT

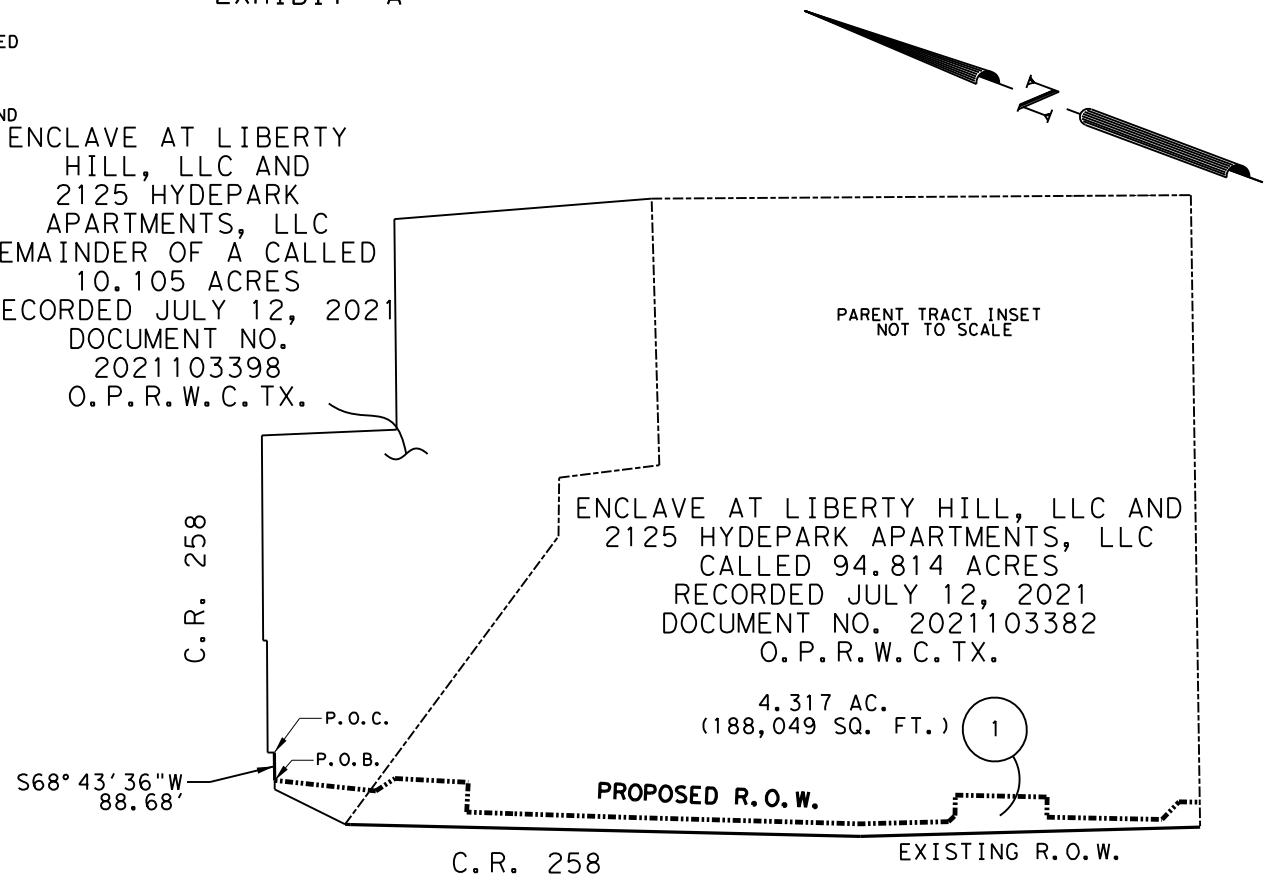
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PARCEL SKETCH
SHOWING PROPERTY OF
ENCLAVE AT LIBERTY HILL, LLC AND
2125 HYDEPARK APARTMENTS, LLC
PARCEL 1
4.317 AC. (188,049 SQ. FT.)

EXHIBIT "A"

LEGEND

○	5/8" IRON ROD SET WITH ALUMINUM CAP STAMPED "WILLIAMSON COUNTY"
■	TXDOT TYPE I CONCRETE MONUMENT FOUND
⊡	TXDOT TYPE II BRONZE DISK IN CONCRETE FOUND
●	5/8" IRON ROD FOUND (UNLESS NOTED)
⊙	1/2" IRON PIPE FOUND (UNLESS NOTED)
◎	COTTON SPINDLE FOUND
⊕	MAG NAIL FOUND (UNLESS NOTED)
✖	"X" SCRIBED IN CONCRETE FOUND
⬡	FENCE POST (TYPE NOTED)
△	CALCULATED POINT
( )	RECORD INFORMATION
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.O.R.	POINT OF REFERENCE
N.T.S.	NOT TO SCALE
R.O.W.	RIGHT-OF-WAY
D.R.W.C.TX.	DEED RECORDS OF WILLIAMSON COUNTY, TEXAS
P.R.W.C.TX.	PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS
O.P.R.W.C.TX.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS
O.R.W.C.TX.	OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS
---/---	DISTANCE N.T.S.
---Z---	DEED LINE (COMMON OWNERSHIP)
---℄---	PROPERTY LINE
	APPROXIMATE SURVEY LINE
	R.O.W. DEED LINE
	EXISTING R.O.W. LINE
	PROPOSED R.O.W. LINE
	EXISTING EASEMENT LINE
	FLY-TIE LINE



NOTES:

1. ALL COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE (4203), NAD83, 2011 ADJUSTMENT (EPOCH 2010.00) / NAVD88, GEOID 18. ALL COORDINATES SHOWN HEREON ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.00012.
   UNITS: U.S. SURVEY FEET
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT. THERE MAY BE EASEMENTS OR OTHER SURVEY MATTERS, RECORDED OR UNRECORDED, THAT MAY NOT BE SHOWN.
3. ABSTRACTING AND FIELD SURVEYRS WERE PERFOMED FROM APRIL, 2024 THROUGH OCTOBER, 2025.
4. ENGINEER'S CENTERLINE ALIGNMENT DERVIED FROM AMERICAN STRUCTUREPOINT, INC. RECIEVED BY SAM, LLC IN OCTOBER, 2025.
5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.

* AREA CALCULATED BY SAM, LLC

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

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.

NEIL HINES
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5642, STATE OF TEXAS

DATE

REF. FIELD NOTE NO. 51609

FILE:\\saminc\AUS\PROJECTS\1024086845A\100\Survey\03Exhibits\Parcel_1_Combined\Parcel 1_10.12

EXISTING	*104.544 AC.	ACQUIRE	4.317 AC.	REMAINING	100.227 AC. LEFT

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PARCEL SKETCH
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2125 HYDEPARK APARTMENTS, LLC
PARCEL 1
4.317 AC. (188,049 SQ. FT.)

EXHIBIT "B"

Parcel 1

SPECIAL WARRANTY DEED
CR 258 Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **ENCLAVE AT LIBERTY HILL, LLC, a Texas limited liability company, as to an 84% undivided interest, and 2125 HYDEPARK APARTMENTS LLC, a Florida limited liability company, as to a 16% undivided interest,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract(s) or parcel(s) of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 4.317 acre (188,049 square foot) tract of land, out of and situated in the B. Manlove Survey, Abstract No. 417, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 1);**

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record.

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of Grantee's roadway facilities and all related appurtenances.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 202___.

[signature page follows]

GRANTOR:

ENCLAVE AT LIBERTY HILL, LLC,
a Texas limited liability company, as to an 84% undivided interest

By:_____

Name:_____

Title:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____ 202__ by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

GRANTOR:

2125 HYDEPARK APARTMENTS LLC,
a Florida limited liability company, as to a 16% undivided interest

By:_____

Name:_____

Title:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____ 202__ by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, PLLC
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **70.**

Meeting Date: 12/30/2025

RM 2243 Real Estate Contract

Submitted For: Don Childs **Submitted By:** Don Childs, Road Bond

Department: Road Bond

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider and take appropriate action on a real estate contract with TDW Development, LLC to acquire 0.277 AC needed as right of way and 0.379 AC needed as a utility easement for the RM 2243 project (Parcel 341 and 341E).

Public Background

Funding Source: TANS P588

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

contract

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Andrea Schiele	12/21/2025 08:23 PM
Form Started By: Don Childs		Started On: 12/19/2025 10:23 AM
Final Approval Date: 12/21/2025		

REAL ESTATE CONTRACT
RM 2243/Hero Way Right of Way

THIS REAL ESTATE CONTRACT ("Contract") is made by and between **TDW DEVELOPMENT, LLC** (referred to in this Contract as "Seller", whether one or more) and **WILLIAMSON COUNTY, TEXAS** (referred to in this Contract as "Purchaser"), upon the terms and conditions set forth in this Contract.

ARTICLE I
PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for, the tract(s) of land described as follows:

> TRACT ONE: Electric easement interest only in and across all of that certain 0.379 acre (16,525 square foot) tract of land, out of and situated in the Talbot Chambers Survey, Abstract No. 125, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 341-PEC**); and
>
> TRACT TWO: Fee simple interest in and to all of that certain 0.277 acre (12,059 square foot) tract of land, out of and situated in the Talbot Chambers Survey, Abstract No. 214, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "B" attached hereto and incorporated herein (**Parcel 341**);

together with all and singular the rights and appurtenances pertaining to the property, including any right, title, and interest of Seller in and to adjacent streets, alleys, or rights-of-way (all of such real property, rights, and appurtenances being referred to in this Contract as the "Property"), and any improvements and fixtures situated on and attached to the Property described herein not otherwise retained by Seller, for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II
PURCHASE PRICE

Purchase Price

2.01. The Purchase Price for the TRACT ONE portion of the Property described in Exhibit "A" shall be the sum of THIRTY THOUSAND and 00/100 Dollars ($30,000.00).

2.02. The Purchase Price for the TRACT TWO portion of the Property described in Exhibit "B" shall be the sum of ONE HUNDRED TWENTY-FIVE THOUSAND and 00/100 Dollars ($125,000.00).

Pursuant to the terms of that certain Possession and Use Agreement between the parties which is recorded as Document No. 2025049457, Official Records of Williamson County, Purchaser has previously deposited the amount of $109,759.00 with Texas National Title Company. This amount will be deducted from the final purchase or settlement amount, **therefore leaving a net Purchase Price due and owing for TRACT TWO in the sum of TWENTY-FIVE THOUSAND TWO HUNDRED FORTY-ONE and 00/100 Dollars ($25,241.00).**

The total purchase price for TRACT ONE and TRACT TWO is $155,000. Upon full execution of this contract, Seller may close with Texas National Title Company and receive the previously deposited funds ($109,759.00), along with the additional funds of $45,241.00 (totaling $155,000.000).

In addition, within 60 days or less of the execution of the deed and payment of funds, the Purchaser will fully release the recorded Possession and Use Agreement (Document No. 2025049457). The Purchaser will provide written confirmation of same to Buyer's legal counsel.

Payment of Purchase Price

2.04. The Purchase Price shall be payable in cash or other readily available funds at the Closing.

ARTICLE III
PURCHASER'S OBLIGATIONS

Conditions to Purchaser's Obligations

3.01. The obligations of Purchaser hereunder to consummate the transactions contemplated hereby are subject to the satisfaction of each of the following conditions (any of which may be waived in whole or in part by Purchaser at or prior to the Closing).

Miscellaneous Conditions

3.02. Seller shall have performed, observed, and complied with all of the covenants, agreements, and conditions required by this Contract to be performed, observed, and complied with by Seller prior to or as of the Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLER

4.01. Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, to the best of Seller's knowledge:

(a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers, other than previously disclosed to Purchaser.

(b) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property, or any part thereof.

4.02. The Property is being conveyed to Purchaser under threat of condemnation.

ARTICLE V
CLOSING

Closing Date

5.01. The Closing shall be held at the office of Texas National Title Company on or before January 31, 2026, or at such time, date, and place as Seller and Purchaser may agree upon, or within 10 days after the completion of any title curative matters if necessary for items as shown on the Title Commitment or in the Contract, or the completion of the erosion control construction obligation in Section (which date is herein referred to as the "Closing Date").

Seller's Obligations at Closing

5.02. At the Closing Seller shall:

(1) Deliver to Purchaser a duly executed and acknowledged Electric Utility Easement conveying such interest to Pedernales Electric Cooperative in and to the portion of the Property described in Exhibit A, and a duly executed and acknowledged Deed conveying good and indefeasible title to Williamson County, Texas in fee simple to the portion of the Property described in Exhibit A, and, all free and clear of any and all monetary liens and restrictions, except for the following:

(a) General real estate taxes for the year of closing and subsequent years not yet due and payable.
(b) Any exceptions approved by Purchaser pursuant to Article III hereof; and

(c) Any exceptions approved by Purchaser in writing.

(2) The Electric Utility Easement shall be in the form as shown in Exhibit "C" attached

hereto and incorporated herein. The Deed shall be in the form as shown in Exhibit "D" attached hereto and incorporated herein.

The Title Company shall record the Electric Utility Easement in the Official Records of Williamson County, Texas PRIOR to recording of the Deed.

(3) Provide reasonable assistance as requested, at no cost to Seller, to cause the Title Company to deliver to Purchaser a Texas Owner's Title Policy at Purchaser's sole expense, in Grantee's favor in the full amount of the Purchase Price, insuring Purchaser's contracted interests in and to the permanent interests being conveyed in the Property subject only to those title exceptions listed herein, such other exceptions as may be approved in writing by Purchaser, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:

(a) The boundary and survey exceptions shall be deleted.

(b) The exception as to restrictive covenants shall be endorsed "None of Record", if applicable.

(c) The exception as to the lien for taxes shall be limited to the year of closing and shall be endorsed "Not Yet Due and Payable"; and

(d) that such other documents required from Seller are prepared at no cost to Seller and do not require Seller to make any additional representations, indemnifications, or promises to Purchaser, the Title Company, or any other person except as otherwise specifically provided in this contract.

(4) Deliver to Purchaser possession of the Property if not previously done.

Purchaser's Obligations at Closing

5.03. At the Closing, Purchaser shall:

(a) Pay the cash portion of the Purchase Price and Additional Compensation, if any.

Prorations

5.04. General real estate taxes for the then-current year relating to the portion of the Property conveyed in fee shall be prorated as of the Closing Date and shall be adjusted in cash at the Closing but shall otherwise remain the obligation of Seller to satisfy. If the Closing shall occur before the tax rate is fixed for the then current year, the apportionment of taxes shall be upon the

basis of the tax rate for the next preceding year applied to the latest assessed valuation. Agricultural roll-back taxes, if any, which directly result from this Contract and conveyance shall be paid by Purchaser.

Closing Costs

5.05. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid as follows:

(1) Owner's Title Policy and survey to be paid by Purchaser.

(2) Special Warranty Deed, tax certificates, and title curative matters, if any, paid by Purchaser.

(3) All other closing costs shall be paid by Purchaser.

(4) Attorney's fees paid by each respectively as incurred.

ARTICLE VI
BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except Purchaser's default, Purchaser may: (1) enforce specific performance of this Contract; or (2) request that the Escrow Deposit, if any, shall be forthwith returned by the title company to Purchaser.

ARTICLE VII
BREACH BY PURCHASER

In the event Purchaser should fail to consummate the purchase of the Property, the conditions to Purchaser's obligations set forth in Article III having been satisfied and Purchaser being in default and Seller not being in default hereunder, Seller shall have the right to receive the Escrow Deposit, if any, from the title company, the sum being agreed on as liquidated damages for the failure of Purchaser to perform the duties, liabilities, and obligations imposed upon it by the terms and provisions of this Contract, and Seller agrees to accept and take this cash payment as its total damages and relief and as Seller's sole remedy hereunder in such event. If no Escrow Deposit has been made, then Seller shall receive the amount of $500 as liquidated damages for any failure by Purchaser.

ARTICLE VIII
MISCELLANEOUS

Notice

8.01. Any notice required or permitted to be delivered hereunder shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth opposite the signature of the party.

Texas Law to Apply

8.02. This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.

Parties Bound

8.03. This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

Legal Construction

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

Prior Agreements Superseded

8.05. This Contract constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the within subject matter.

Time of Essence

8.06. Time is of the essence in this Contract.

Gender

8.07. Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

Memorandum of Contract

8.08. Upon request of either party, the parties shall promptly execute a memorandum of this Contract suitable for filing of record.

Compliance

8.09. In accordance with the requirements of Section 20 of the Texas Real Estate License Act, Purchaser is hereby advised that it should be furnished with or obtain a policy of title insurance or Purchaser should have the abstract covering the Property examined by an attorney of Purchaser's own selection.

Effective Date

8.10. This Contract shall be effective as of the date it is approved by the Williamson County Commissioners' court, which date is indicated beneath the County Judge's signature below.

Counterparts

8.11. This Contract may be executed in any number of counterparts, which may together constitute the Contract. Signatures transmitted by facsimile or electronic mail may be considered effective as originals for purposes of this Contract.

[signature page follows]

SELLER:

TDW DEVELOPMENT, LLC

By: _____ Address: 107 Pitchstone Cove

Name: James G. Herrmann Georgetown TX 78628

Title: Member

Date: 12/9/2025

PURCHASER:

WILLIAMSON COUNTY, TEXAS

By: _____
Steven Snell
County Judge

Address: 710 Main Street, Suite 101
Georgetown, Texas 78626

Date: _____

EXHIBIT A

County: Williamson
Parcel: 341 PEC
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR EASEMENT PARCEL 341 PEC

METES & BOUNDS DESCRIPTION FOR A 0.379 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF TRACT 9, KITTIE HILL ACRES, A SUBDIVISION AS RECORDED IN CABINET F, SLIDES 45 AND 46 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO TDW DEVELOPMENT, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023071363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF TRACT 10 OF SAID KITTIE HILL ACRES, AS CONVEYED TO TDW DEVELOPMENT, LLC BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022013182 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.379 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

COMMENCING for POINT OF REFERENCE at a 1/2-inch iron rod found on the west line of the above described Tract 9 and the east line of Tract 5 of AMENDED PLAT KITTIE HILL ACRES TRACT 5 AND TRACT 6, a subdivision as recorded in Cabinet X, Slides 378 and 379 of the Plat Records of Williamson County, Texas, as conveyed to Zoomers Investment Group LLC by Special Warranty Deed with Vendor's Lien recorded in Document Number 2021055330 of the Official Public Records of Williamson County, Texas, at the northeast corner of original Tract 5 of said KITTIE HILL ACRES, from which a 1/2-inch iron rod found on the west line of Tract 8 of said KITTIE HILL ACRES, at the northeast corner of said Tract 5, bears N 20°59'09" W a distance of 226.19 feet; Thence, with the west line of said Tract 9 and the east line of said Tract 5, S 21°01'05" E a distance of 390.61 feet to a calculated point for the northwest corner and **POINT OF BEGINNING** of the herein described tract, 253.00 feet left of FM 2243 baseline station 173+84.46;

THENCE, leaving the east line of said Tract 5 and over and across said Tract 9 the following three (3) courses:

1) N 69°25'18" E a distance of 106.22 feet to a calculated point for the beginning of a non-tangent curve to the right, 253.00 feet left of FM 2243 baseline station 174+90.68;

2) Along said curve to the right, an arc distance of 113.63 feet, having a radius of 8,162.00 feet, a central angle of 00°47'52" and a chord which bears N 69°50'47" E a distance of 113.63 feet to a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" (NAD-83, Central Zone Grid Coordinates: N: 10,188,929.53, E: 3,088,536.59) set at the beginning of a non-tangent curve to the right, for an exterior corner of the herein described tract, 252.16 feet left of FM 2243 baseline station 176+04.31; and

3) Along said curve to the right, pass a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” at an arc distance of 38.36 feet, and continuing on for a total arc distance of 38.96 feet, having a radius of 1,320.00 feet, a central angle of 01°41'28" and a chord which bears S 47°06'55" W a distance of 38.96 feet to a calculated point on the north line of a 20-foot wide electric easement recorded in Volume 799, Page 641 of the Deed Records of Williamson County, Texas, for an interior corner of the herein described tract, 237.59 feet left of FM 2243 baseline station 175+68.82;

THENCE, with the north line of said 20-foot wide electric easement and over and across said Tract 9 and said Tract 10, N 69°40'48" E a distance of 491.21 feet to a calculated point on the east line of said Tract 10 and the west line of Tract 13A of KITTIE HILL ACRES, TRACT 13 REPLAT, a subdivision as recorded in Document Number 2016014191 of the Official Public Records of Williamson County, Texas, as conveyed to NWC Hero #1, LLC by Special Warranty Deed recorded in Document Number 2022013181 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 248.54 feet left of FM 2243 baseline station 180+44.94, , from which a 1/2-inch iron rod found at the northeast corner of Tract 8, and at the northwest corner of Tract 11, both of said KITTIE HILL ACRES, bears N 20°59'25" W a distance of 1,278.89 feet;

THENCE, with the east line of said Tract 10 and the west line of said Tract 13A, S 20°59'25" E, pass a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set at the northwest corner of the remainder of a called 27.07 acre tract of land as conveyed to JGHTDH #1, LLC by General Warranty Deed with Vendor’s Lien recorded in Document Number 2016075658 of the Official Public Records of Williamson County, Texas, at a distance of 10.00 feet, and continuing on with the east line of said Tract 10 and the west line of said JGHTDH #1 remainder tract for a totaldistance of 20.00 feet to a 1/2-inch iron rod with cap stamped “FOREST RPLS 1847” found on the north right-of-way line of Hero Way (width varies), as dedicated by Document Number 2023087245 of the Official Public Records of Williamson County, Texas, at the southeast corner of said Tract 10, and at the southwest corner of the remainder of said JGHTDH #1 tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped “Diamond Surveying” found at the intersection of the north right-of-way of said Hero Way and the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2004069273, 2019092213, 2023090344 and 2025046600, all of the Official Public Records of Williamson County, bears N 68°25’11” E a distance of 291.86 feet;

THENCE, with the existing north right-of-way line of said Hero Way and the south line of said Tract 10, S 69°40'48" W, pass a calculated point at the southwest corner of said Tract 10, and at the southeast corner of said Tract 9 at a distance of 336.56, and continuing on with the existing north right-of-way line of said Hero Way and the south line of said Tract 9, for a total distance of 555.24 feet to a 1/2-inch iron rod with cap stamped “FOREST RPLS 1847” found for an angle point;

THENCE, continuing with the north right-of-way line of said Hero Way and the south line of said Tract 9, S 69°58'26" W a distance of 119.66 feet to a 1/2-inch iron rod found at the southwest corner of said Tract 10 and at the southeast corner of a called 0.176 acre tract of land described as Parcel 338 as dedicated in said Document Number 2023087245 of the Official Public Records of Williamson County, Texas, for the southwest corner of the herein described tract;

THENCE, continuing with the north right-of-way line of said Hero Way and with the west line of said Tract 10, N 21°01'05" W, pass a 1/2-inch iron rod with cap stamped "WILCO ROW 5777" set at the northeast corner of said Parcel 338, and continuing with the west line of said Tract 10 and the east line of said Tract 5, for a total distance of 34.19 feet to the **POINT OF BEGINNING** and containing 0.379 acre (16,525 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

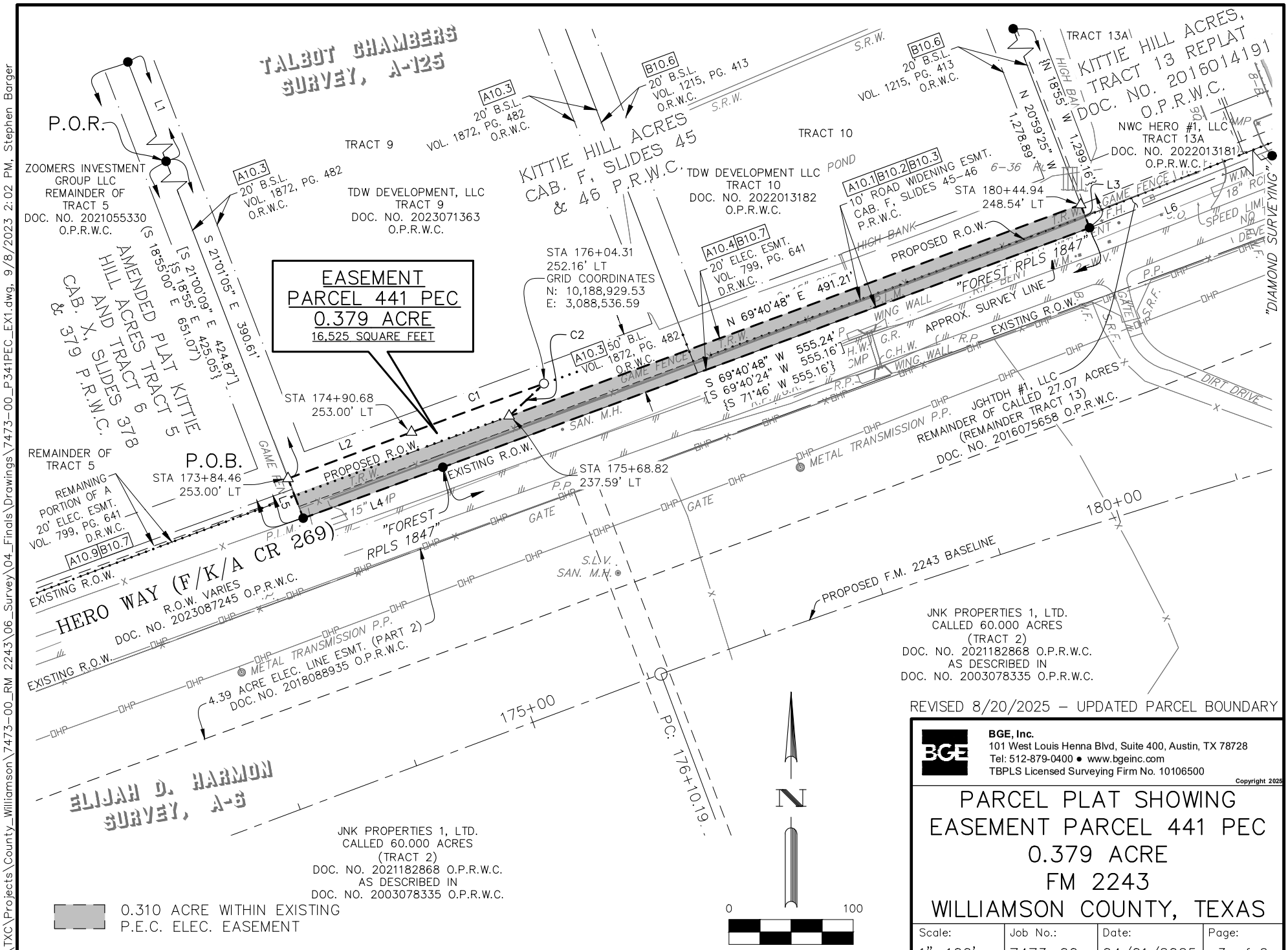
I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

PRELIMINARY
This document shall not be recorded for any purpose.

Damian G. Fisher RPLS Number 6928 Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500

Client: Williamson County
Date: April 1, 2025
Revised Date: August 20, 2025
Project Number: 7473-00



REVISED 8/20/2025 – UPDATED PARCEL BOUNDARY

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500

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PARCEL PLAT SHOWING EASEMENT PARCEL 441 PEC 0.379 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	04/01/2025	3 of 6

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LEGEND

BWF	BARBED WIRE FENCE
CAB.	CABINET
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.R.	GUARD RAIL
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.O.R.	POINT OF REFERENCE
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
T.R.W.	TIMBER RETAINING WALL
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR CAB. X, SLIDES 378-379 P.R.W.C.
{ }	RECORD INFO FOR CAB. F, SLIDES 45-46 P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2016075658 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2016014191 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——X——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——//——	EDGE OF ASPHALT
A10.2	SCHEDULE B ITEM

CURVE TABLE					
NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	113.63'	8,162.00'	0°47'52"	N 69°50'47" E	113.63'
C2	38.96'	1,320.00'	1°41'28"	S 47°06'55" W	38.96'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 20°59'09" W	226.19'
L2	N 69°25'18" E	106.22'
L3	S 20°59'25" E	20.00'
L4	S 69°58'26" W	119.66'
L5	N 21°01'05" W	34.19'
L6	N 68°25'11" E	291.86'

RECORD LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	{N 18°55' W	
	(N 18°55'30 W)	
	[N 21°01'07" W]	[226.02']
L3	<S 20°59'08" E}	
L4	{S 72°08' W}	
	[S 70°02'24" W]	[119.74']
L6	{N 70°33' E}	
	[N 68°24'23" E]	[291.89']

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THOSE CERTAIN COMMITMENTS FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166261, DATED EFFECTIVE MAY 5, 2023 AND ISSUED ON JULY 31, 2023, AND G.F. NO. T-166335, DATED EFFECTIVE OCTOBER 10, 2023 AND ISSUED ON OCTOBER 17, 2023.

REVISED 8/20/2025 – UPDATED PARCEL BOUNDARY

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500
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PARCEL PLAT SHOWING EASEMENT PARCEL 441 PEC 0.379 ACRE FM 2243 WILLIAMSON COUNTY, TEXAS

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RESTRICTIVE COVENANT AND EASEMENT NOTES (T–183533):

A1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45, PLAT RECORDS, AND VOLUME 1872, PAGE 482, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, AND DOCUMENT NUMBERS 2015078669 AND 2016096986, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

A10.1 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

A10.2 AIR SPACE EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1872, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (BLANKET)

A10.3 BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 1872, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

A10.4 AN ELECTRIC TRANSMISSION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

A10.8 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083086 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

RESTRICTIVE COVENANT AND EASEMENT NOTES (T–166335):

B1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45, PLAT RECORDS, AND VOLUME 1215, PAGE 413, OFFICIAL RECORDS, AND DOCUMENT NO.(S) 2015078669, 2016096986, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

B10.2 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

B10.3 A 10 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE SOUTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET F, SLIDE 45 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

B10.4 AIR SPACE EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1215, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (BLANKET)

B10.5 A 150 FOOT RADIUS SANITARY EASEMENT AROUND EACH WATER WELL SIDE WITH NO WATER WELL SITE BEING LOCATED CLOSER THAN 150 FEET TO ANY PROPERTY LINE AS SET OUT IN VOLUME 1326, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

B10.6 BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1215, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

B10.7 AN ELECTRIC TRANSMISSION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

B10.8 A DRAINAGE EASEMENT AS DESCRIBED IN DOCUMENT NO. 2016096987, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

B10.12 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083086 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. There are no visible encroachments, except as shown hereon.

PRELIMINARY
PENDING FINAL
REVIEW

DAMIAN G. FISHER RPLS NO. 6928
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879–0400

REVISED 8/20/2025 – UPDATED PARCEL BOUNDARY

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TBPLS Licensed Surveying Firm No. 10106500

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PARCEL PLAT SHOWING
EASEMENT PARCEL 441 PEC
0.379 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473–00	04/01/2025	6 of 6

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EXHIBIT B

County: Williamson
Parcel: 341
Highway: FM 2243

METES & BOUNDS DESCRIPTION FOR PARCEL 341

METES & BOUNDS DESCRIPTION FOR A 0.277 ACRE TRACT OF LAND OUT OF THE TALBOT CHAMBERS SURVEY, ABSTRACT NO. 125, WILLIAMSON COUNTY, TEXAS; BEING A PORTION OF TRACT 9, KITTIE HILL ACRES, A SUBDIVISION AS RECORDED IN CABINET F, SLIDES 45 AND 46 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, AS CONVEYED TO TDW DEVELOPMENT, LLC, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2023071363 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, AND A PORTION OF TRACT 10 OF SAID KITTIE HILL ACRES, AS CONVEYED TO TDW DEVELOPMENT, LLC, BY SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NUMBER 2022013182 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; SAID 0.277 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS AND SHOWN ON THE ATTACHED SKETCH:

BEGINNING at a 1/2-inch iron rod found on the north right-of-way line of Hero Way (f/k/a County Road 269) (width varies) as dedicated by Document Number 2023087245 of the Official Public Records of Williamson County, Texas, at the southwest corner of the above described Tract 9, and at the southeast corner of a called 0.176 acre tract of land described as Parcel 338 as dedicated in said Document Number 2023087245 of the Official Public Records of Williamson County, Texas, for the southwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, with the north right-of-way line of said Hero Way and the west line of said Tract 9, N 21°01'05" W a distance of 19.19 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” (NAD-83, Central Zone Grid Coordinates: N: 10,188,839.05, E: 3,088,335.88) set at the northeast corner of said Parcel 338, and at the southeast corner of the remainder of Tract 5 of AMENDED PLAT KITTIE HILL ACRES TRACT 5 AND TRACT 6, a subdivision as recorded in Cabinet X, Slides 378 and 379 of the Plat Records of Williamson County, Texas, as conveyed to Zoomers Investment Group LLC by Special Warranty Deed with Vendor’s Lien recorded in Document Number 2021055330 of the Official Public Records of Williamson County, Texas, for the northwest corner of the herein described tract, 238.00 feet left of FM 2243 baseline station 173+84.58, from which a 1/2-inch iron rod found on the west line of said Tract 9, at the northeast corner of original Tract 5 of said KITTIE HILL ACRES, bears N 21°01'05" W a distance of 405.61 feet;

THENCE, leaving the north right-of-way line of said Hero Way and over and across said Tract 9, N 69°25'18" E a distance of 106.10 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set at the beginning of a non-tangent curve to the right, 238.00 feet left of FM 2243 baseline station 174+90.68;

THENCE, continuing over and across said Tract 9, along said curve to the right, an arc distance of 78.15 feet, having a radius of 8,147.00 feet, a central angle of 00°32'59" and a chord which bears N 69°43'20" E a distance of 78.15 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set at the beginning of a non-tangent curve to the left, 237.59 feet left of FM 2243 baseline station 175+68.82;

THENCE, continuing over and across said Tract 9, along said curve to the left, an arc distance of 38.36 feet, having a radius of 1,320.00 feet, a central angle of 01°39'54" and a chord which bears N 47°06'09" E a distance of 38.36 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set at the beginning of a non-tangent curve to the right, 252.16 feet right of FM 2243 baseline station 176+04.31;

THENCE, continuing over and across said Tract 9, along said curve to the right, an arc distance of 118.54 feet, having a radius of 8,162.00 feet, a central angle of 00°49'56" and a chord which bears N 70°39'40" E a distance of 118.54 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set on the east line of said Tract 9 and the west line of said Tract 10, for an exterior corner of the herein described tract, 250.43 feet left of FM 2243 baseline station 177+19.09, from which a 1/2-inch iron rod found at the northeast corner of said Tract 9, and at the northwest corner of said Tract 10, bears N 20°59'56" W a distance of 612.51 feet;

THENCE, with the east line of said Tract 9 and the west line of said Tract 10, S 20°59'56" E a distance of 22.92 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set for an interior corner of the herein described tract, 227.52 feet left of FM 2243 baseline station 177+19.58;

THENCE, leaving the east line of said Tract 9 and over and across said Tract 10, N 69°40'48" E a distance of 336.57 feet to a 1/2-inch iron rod with cap stamped “WILCO ROW 5777” set on the east line of said Tract 10, and at the southwest corner of Tract 13A of KITTIE HILL ACRES, TRACT 13 REPLAT, a subdivision as recorded in Document Number 2016014191 of the Official Public Records of Williamson County, Texas, as conveyed to NWC Hero #1, LLC by Special Warranty Deed recorded in Document Number 2022013181 of the Official Public Records of Williamson County, Texas, and at the northwest corner of the remainder of a called 27.07 acres of land as conveyed to JGHTDH #1, LLC by General Warranty Deed with Vendor’s Lien recorded in Document Number 2016075658 of the Official Public Records of Williamson County, Texas, for the northeast corner of the herein described tract, 238.56 feet left of FM 2243 baseline station 180+45.59, from which a 1/2-inch iron rod found at the northeast corner of Tract 8, and at the northwest corner of Tract 11, both of said KITTIE HILL ACRES, bears N 20°59'25" W a distance of 1,288.90 feet;

THENCE, with the east line of said Tract 9 and the west line of said JGHTDH #1 remainder tract, S 20°59'25" E a distance of 10.00 feet to a 1/2-inch iron rod with cap stamped “FOREST RPLS 1847” found on the existing north right-of-way line of said Hero Way, at the southeast corner of said Tract 10, and at the southwest corner of said JGHTDH #1 remainder tract, for the southeast corner of the herein described tract, from which a 1/2-inch iron rod with cap stamped “Diamond Surveying” found at the intersection of the north right-of-way of said Hero Way and the west right-of-way line of Ronald W Reagan Boulevard (width varies) as dedicated by Document Numbers 2004069273, 2019092213, 2023090344 and 2025046600, all of the Official Public Records of Williamson County, bears N 68°25’11” E a distance of 291.86 feet;

THENCE, with the existing north right-of-way line of said Hero Way and the south line of said Tract 10, S 69°40'48" W, pass a calculated point at the southwest corner of said Tract 10, and at the southeast corner of said Tract 9 at a distance of 336.56, and continuing on with the existing north right-of-way line of said Hero Way and the south line of said Tract 9, for a total distance of 555.24 feet to a 1/2-inch iron rod with cap stamped “FOREST RPLS 1847” found for an angle point;

THENCE, continuing with the north right-of-way line of said Hero Way and the south line of said Tract 9, S 69°58'26" W a distance of 119.66 feet to the **POINT OF BEGINNING** and containing 0.277 acre (12,059 square feet) of land, more or less.

Bearing orientation is based on the Texas State Plane Coordinate System NAD-83, Central Zone 4203. All distances are surface and may be converted to grid by dividing by a scale factor of 1.00012.

I hereby certify that these notes were prepared by BGE from a survey made on the ground under my supervision on May 12, 2022 and are true and correct to the best of my knowledge. A sketch accompanies this description.

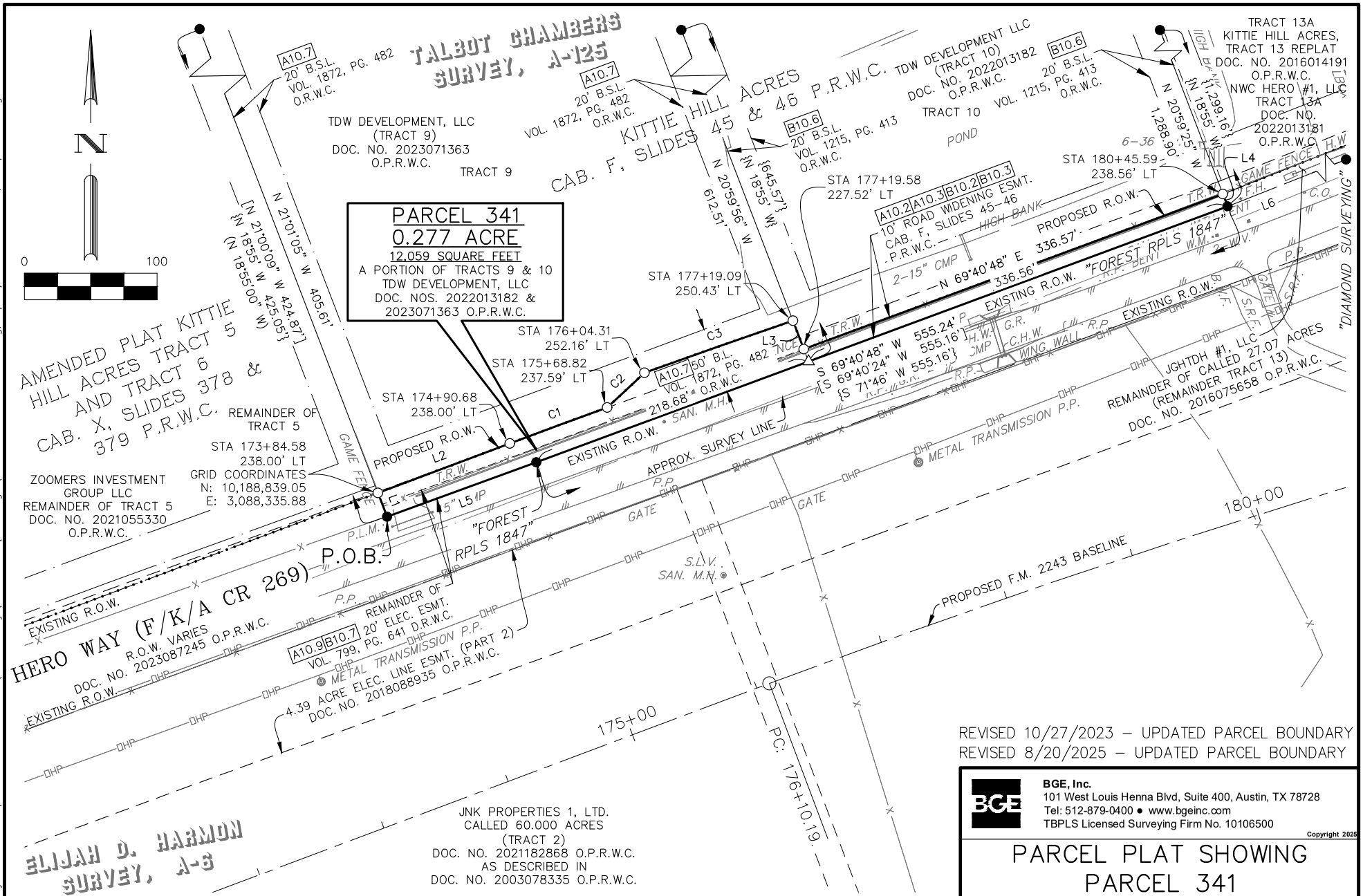
PRELIMINARY
This document shall not be recorded for any purpose.

_____ _____

Jonathan O. Nobles RPLS Number 5777 Date

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, TX 78728
Telephone: 512-879-0400
TBPELS Licensed Surveying Firm Number 10106500

Client:	Williamson County
Date:	October 19, 2023
Revised:	October 27, 2023
Revised:	August 20, 2025
Project Number:	7473-00



BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 • www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500

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PARCEL PLAT SHOWING
PARCEL 341
0.277 ACRE
FM 2243
WILLIAMSON COUNTY, TEXAS

Scale:	Job No.:	Date:	Page:
1"=100'	7473-00	10/19/2023	4 of 6

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LEGEND

B.W.F.	BARBED WIRE FENCE
CAB.	CABINET
C.H.W.	CONCRETE HEADWALL
CMP	CORRUGATED METAL PIPE
DOC.	DOCUMENT
D.R.W.C.	DEED RECORDS OF WILLIAMSON COUNTY
ELEC.	ELECTRIC
ESMT.	EASEMENT
G.R.	GUARD RAIL
M.H.	MANHOLE
NO.	NUMBER
O.P.R.W.C.	OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY
O.R.W.C.	OFFICIAL RECORDS OF WILLIAMSON COUNTY
PG.	PAGE
P.L.M.	PIPELINE MARKER
P.O.B.	POINT OF BEGINNING
P.P.	POWER POLE
P.R.W.C.	PLAT RECORDS OF WILLIAMSON COUNTY
RCP	REINFORCED CONCRETE PIPE
R.O.W.	RIGHT-OF-WAY
R.P.	REFLECTOR POST
SAN.	SANITARY
S.L.V.	SANITARY LINE VENT
T.R.W.	TIMBER RETAINING WALL
VOL.	VOLUME
W.M.	WATER METER
W.V.	WATER VALVE
( )	RECORD INFO FOR CAB. X, SLIDES 378-379 P.R.W.C.
{ }	RECORD INFO FOR CAB. F, SLIDES 45-46 P.R.W.C.
[ ]	RECORD INFO FOR DOC. NO. 2016075658 O.P.R.W.C.
< >	RECORD INFO FOR DOC. NO. 2016014191 O.P.R.W.C.
●	FOUND 1/2" IRON ROD (UNLESS OTHERWISE NOTED)
○	SET 1/2" IRON ROD W/CAP "WILCO ROW 5777"
△	CALCULATED POINT
——X——	WIRE FENCE
——OHT——	OVERHEAD TELEPHONE
——OHP——	OVERHEAD POWER
——///	EDGE OF ASPHALT
A10.2	SCHEDULE B ITEM

GENERAL NOTES:

1. BEARING ORIENTATION IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE 4203, NAD83. DISTANCES SHOWN HEREON ARE IN SURFACE AND CAN BE CONVERTED TO GRID BY DIVIDING BY THE COMBINED SCALE FACTOR = 1.00012

2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS SKETCH.

3. THIS PARCEL PLAT WAS MADE IN RELIANCE UPON THOSE CERTAIN COMMITMENTS FOR TITLE INSURANCE ISSUED BY FIRST AMERICAN TITLE GUARANTY COMPANY AND TEXAS NATIONAL TITLE, INC. UNDER G.F. NO. T-166261, DATED EFFECTIVE MAY 5, 2023 AND ISSUED ON JULY 31, 2023, AND G.F. NO. T-166335, DATED EFFECTIVE OCTOBER 10, 2023 AND ISSUED ON OCTOBER 17, 2023.

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	78.15'	8,147.00'	0°32'59"	N 69°43'20" E	78.15'
C2	38.36'	1,320.00'	1°39'54"	N 47°06'09" E	38.36'
C3	118.54'	8,162.00'	0°49'56"	N 70°39'40" E	118.54'

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	N 21°01'05" W	19.19'
L2	N 69°25'18" E	106.10'
L3	S 20°59'56" E	22.92'
L4	S 20°59'25" E	10.00'
L5	S 69°58'26" W	119.66'
L6	N 68°25'11" E	291.86'

RECORD LINE TABLE

NUMBER	BEARING	DISTANCE
L4	<S 20°59'08" E>	
L5	{S 72°08' W}	
	[S 70°02'24" W]	[119.74']
L6	{N 70°33' E}	
	[N 68°24'23" E]	[291.89']

REVISED 10/27/2023 – UPDATED PARCEL BOUNDARY
REVISED 8/20/2025 – UPDATED PARCEL BOUNDARY

BGE, Inc.
101 West Louis Henna Blvd, Suite 400, Austin, TX 78728
Tel: 512-879-0400 ● www.bgeinc.com
TBPLS Licensed Surveying Firm No. 10106500
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G:\TXC\Projects\County_Williamson\7473-00_RM 2243\06_Survey\04_Finals\Drawings\7473-00_P341_EX1.dwg, 8/19/2025 4:21 PM, Stephen Barger

RESTRICTIVE COVENANT AND EASEMENT NOTES (T-166261):

A1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45, PLAT RECORDS, AND VOLUME 1872, PAGE 482, OFFICIAL RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

A10.2 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

A10.3 A 10 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE SOUTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET F, SLIDE 45 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

A10.5 AIR SPACE EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1872, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (BLANKET)

A10.7 BUILDING SETBACK LINE(S) AS PROVIDED IN RESTRICTIONS OF RECORD IN VOLUME 1872, PAGE 482 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

A10.9 AN ELECTRIC TRANSMISSION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

A10.14 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083086 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

RESTRICTIVE COVENANT AND EASEMENT NOTES (T-166335):

B1. RESTRICTIVE COVENANTS OF RECORD ITEMIZED IN CABINET F, SLIDE 45, PLAT RECORDS, AND VOLUME 1215, PAGE 413, OFFICIAL RECORDS, AND DOCUMENT NO.(S) 2015078669, 2016096986, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

B10.2 ANY AND ALL EASEMENTS, BUILDING LINES AND CONDITIONS, COVENANTS AND RESTRICTIONS AS SET FORTH IN PLAT RECORDED IN CABINET F, SLIDE 45, PLAT RECORDS, WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

B10.3 A 10 FOOT ROAD WIDENING EASEMENT RESERVED ALONG THE SOUTHERLY PROPERTY LINE, AS SHOWN ON THE PLAT OF RECORD IN CABINET F, SLIDE 45 OF THE PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

B10.4 AIR SPACE EASEMENT AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1215, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT. (BLANKET)

B10.5 A 150 FOOT RADIUS SANITARY EASEMENT AROUND EACH WATER WELL SIDE WITH NO WATER WELL SITE BEING LOCATED CLOSER THAN 150 FEET TO ANY PROPERTY LINE AS SET OUT IN VOLUME 1326, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT.

B10.6 BUILDING SETBACK LINES AS SET FORTH IN INSTRUMENT RECORDED IN VOLUME 1215, PAGE 413 OF THE OFFICIAL RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

B10.7 AN ELECTRIC TRANSMISSION EASEMENT GRANTED TO PEDERNALES ELECTRIC COOPERATIVE, INC. AS DESCRIBED IN VOLUME 799, PAGE 641, DEED RECORDS, WILLIAMSON COUNTY, TEXAS, DOES AFFECT THE SUBJECT TRACT, AS SHOWN HEREON.

B10.8 A DRAINAGE EASEMENT AS DESCRIBED IN DOCUMENT NO. 2016096987, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS, DOES NOT AFFECT THE SUBJECT TRACT.

B10.12 ALL TERMS, CONDITIONS AND PROVISIONS OF THAT CERTAIN DEVELOPMENT AGREEMENT OF RECORD IN DOCUMENT NO. 2010083086 OF THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS, DO AFFECT THE SUBJECT TRACT.

I hereby certify that this survey was made on the ground by BGE, Inc. under my supervision on May 12, 2022 and is true and correct to the best of my knowledge. The property has access to a public roadway and there are no visible encroachments, except as shown hereon.

PRELIMINARY
PENDING FINAL
REVIEW

JONATHAN O. NOBLES RPLS NO. 5777
BGE, INC.
101 WEST LOUIS HENNA BLVD., SUITE 400
AUSTIN, TEXAS 78728
TELEPHONE: (512) 879-0400

REVISED 10/27/2023 - UPDATED PARCEL BOUNDARY
REVISED 8/20/2025 - UPDATED PARCEL BOUNDARY

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TBPLS Licensed Surveying Firm No. 10106500

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EXHIBIT "C"

ELECTRIC UTILITY EASEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WILLIAMSON §

That **TDW DEVELOPMENT, LLC**, for and in consideration of ONE DOLLAR ($1.00) in hand paid by Williamson County, Texas, has granted, sold, and conveyed and by these presents does grant, sell, and convey unto **PEDERNALES ELECTRIC COOPERATIVE, INC**. ("Grantee") an easement and right-of-way as hereinafter described for the purpose of an electric distribution line consisting of variable number of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and cable television wires, props, guys, and anchors) over, across, under and upon the following described lands located in Williamson County, Texas, to-wit:

> All of that certain 0.379 acre (16,525 square foot) tract in the Talbot Chambers Survey, Abstract No. 125, Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A", attached hereto and incorporated herein (**Parcel 341PEC)**

With guying easements as needed, together with the right of ingress and egress over Grantor's adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wire on, maintaining and removing said lines and appurtenances; provided however the right to use such adjacent lands shall only be permitted if there is no reasonably available access to the easement area from a public right of way; the right to relocate the lines within the limits of said easement and right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions which endanger or may interfere with the efficiency of said lines or their appurtenances.

Grantor warrants that Grantor is the owner of said property and has the right to execute this easement.

TO HAVE AND TO HOLD the above-described easement and rights unto Grantee and its successors and assigns, until said easement and rights shall be relinquished.

Grantor, Grantor's heirs and legal representatives do hereby bind themselves to warrant and forever defend all and singular the above-described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

WITNESS my hand this _____ day of _____, 2025.

[signature page follows]

GRANTOR:

TDW DEVELOPMENT, LLC

By: _____

Its:_____

_____
(Signature)

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of

_____, 2025.

_____
Notary Public in and for
The State of Texas

Please Return to:

EXHIBIT "D"

Parcel 341

DEED
Hero Way Right of Way

THE STATE OF TEXAS §
§
COUNTY OF WILLIAMSON §

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

NOW, THEREFORE, KNOW ALL BY THESE PRESENTS:

That **TDW DEVELOPMENT, LLC**, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, the receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell and Convey unto **WILLIAMSON COUNTY, TEXAS**, all that certain tract or parcel of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows (the "Property"):

> All of that certain 0.277 acre (12,059 square foot) tract of land, out of and situated in the Talbot Chambers Survey, Abstract No. 214, in Williamson County, Texas; being more fully described by metes and bounds in Exhibit "A" attached hereto and incorporated herein (**Parcel 341**)

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor is retaining title to the following improvements located on the Property, to wit: NONE

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Visible and apparent easements not appearing of record;

Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show;

Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Williamson County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas and other minerals in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling or pumping the same; provided, however, that operations for exploration or recovery of any such minerals shall be permissible so long as all surface operations in connection therewith are located at a point outside the acquired parcel and upon the condition that none of such operations shall be conducted so near the surface of said land as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of Williamson County, Texas its successors or assigns, or create a hazard to the public users thereof; it being intended, however, that nothing in this reservation shall affect the title and the rights of Grantee to take and use without additional compensation any, stone, earth, gravel, caliche, iron ore, gravel or any other road building material upon, in and under said land for the construction and maintenance of the facilities and appurtenances of Grantee.

TO HAVE AND TO HOLD the property herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This deed is being delivered in lieu of condemnation.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

[signature page follows]

GRANTOR:

TDW DEVELOPMENT, LLC

By:_____

Name:_____

Title:_____

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on this the ____ day of _____, 2025 by _____, in the capacity and for the purposes and consideration recited therein.

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Sheets & Crossfield, P.L.L.C.
309 East Main
Round Rock, Texas 78664

GRANTEE'S MAILING ADDRESS:

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

AFTER RECORDING RETURN TO:

Commissioners Court - Regular Session **74.**

Meeting Date: 12/30/2025

Hurdsman2

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding 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.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/22/2025 08:35 AM
Form Started By: Shannon Francis		Started On: 12/21/2025 10:47 PM
Final Approval Date: 12/22/2025		

Commissioners Court - Regular Session **75.**

Meeting Date: 12/30/2025

Oncor damage claim

Submitted By: Shannon Francis, General Counsel

Department: General Counsel

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss, consider, and take appropriate action regarding Claim No. 09162024-210-344, a damage claim by Oncor Electric Delivery, LLC for an incident occurring on or about 09/16/2024.

Public Background

Fiscal Impact

From/To	Acct No.	Description	Amount

Attachments

No file(s) attached.

Form Review

Inbox	Reviewed By	Date
County Judge Exec Asst.	Delia Colon	12/22/2025 08:43 AM
Form Started By: Shannon Francis		Started On: 12/21/2025 10:49 PM
Final Approval Date: 12/22/2025		