RECEIVED
3:32 O'clock P M
OCT 24 2024
Lila Deakle, Co. Clerk
PARKER COUNTY, TEXAS
By _____ Deputy

PARKER COUNTY
COMMISSIONERS COURT AGENDA

Commissioners Courtroom
Parker County Courthouse
One Courthouse Square
Weatherford, Texas 76086

MONDAY, OCTOBER 28, 2024 - 9:00 AM

TO CONSIDER, DISCUSS AND/OR ACT UPON THE FOLLOWING AGENDA ITEMS:

1. **QUORUM CHECK**
2. **INVOCATION**
3. **U.S. PLEDGE & TEXAS PLEDGE:** Judge Pro Tem, Commissioner George Conley
4. **CONSENT:** (Member of court may ask for discussion on any item listed)

   A. AUDITOR:

   1. Certification of revenues.
   2. Line item budget adjustments.
   3. Payment of routine bills.
   4. Audit Reports.

   B. TREASURER:

   1. Report from County Treasurer on balances of all funds "1 thru 999".
   2. Accept or release pledged securities.
   3. Approval of payroll, payments for insurance, retirement.

4. Unemployment appeal claims.

C. COUNTY JUDGE:

1. Acceptance of Minutes.

2. Monthly Reports.

3. Personnel Changes.

D. PURCHASING:

1. Interdepartmental transfers of equipment and inventory reports.

2. SOURC PC24-70 Bomag Roller - Pct. 2. (Kim Rivas / Judge Deen)

3. SAT PC24-67 2024 Chev. Silverado 1500 CC 4WD Constable 3. (Kim Rivas / Judge Deen)

4. SAT PC24-68 2025 Chev. Tahoe 4WD PPV Constable 3. (Kim Rivas / Judge Deen)

5. TIPS PC24-71 2024 Chev. Silverado 2500 LWB CC 4WD – Pct. 2. (Kim Rivas / Commissioner Holt)

5. APPROVAL:

A. Proclaim October 27 - November 2, 2024 as Texas Extension Education Association Week in Parker County. (Kathy Smith / Judge Deen)

B. Approve the County Judge to sign Resolution Authorizing County Grant Program Year 2025 to Parker County Committee on Aging, Inc. (Kirsti Smith / Judge Deen)

C. Public Hearing for Reinvestment Zone. (Chris Strayer / Judge Deen) **PUBLIC HEARING**

D. Vote for approval of Reinvestment Zone. (Chris Strayer / Judge Deen)

E. Discuss/Take action on requiring the location of water wells to be shown on the surface of all new plats based off of a recommendation from the Upper Trinity Groundwater Conservation District and authorization to add this item to our current Subdivision Rules and Regulations and take any action the court deems necessary. (Jamie Tierce / Commissioner Holt)

F. Discuss/Take action on revising subdivision regulations with the following changes: (Commissioner Holt)

1. Consider adding the requirement to perform a downstream drainage assessment for new subdivisions.

2. Consider requiring new private roads to meet some or all of the county minimum standards for road construction.

3. Update platting fees to the amounts suggested by Jamie Tierce.

4. Update RV park requirements to require that internal roads meet minimum county standards.

G. Discussion regarding roadway issues inside of Oak Tree Ranch Estates located in Precinct Two and take any action the court deems necessary. (Commissioner Holt)

H. Discuss/Approve designation of NCTCOG Emergency Preparedness Planning Council alternate to represent Parker County. (Judge Deen)

I. Interlocal Purchasing Cooperative Agreement with the City of Weatherford. (Kim Rivas / Judge Deen)

J. 2025 Motorola Service Agreement Renewal. (Kim Rivas / Judge Deen)

K. 2025 Tyler SAAS Enterprise Justice (Odyssey). Renewal Agreement. (Kim Rivas / Judge Deen)

L. RFPQ PC24-39 Professional Services Agreement for Water Resources Assessment and Planning Services. (Kim Rivas / Judge Deen)

M. Approve FIDLAR Technologies Property Fraud Alert contract with the County Clerk's Office. (Lila Deakle / Judge Deen)

N. Approve Official Bond and Oath for Lynn Marie Johnson, County Court at Law Judge #2. (Lila Deakle / Judge Deen)

O. Approve Official Bond and Oath for James Ryan Speegle, Deputy Constable, PCT 1. (Lila Deakle / Judge Deen)

P. Discuss/Take action on renewal contracts for East Parker County Library for fiscal 2024/2025 and take any action the court deems necessary. (John Forrest / Judge Deen)

Q. Authorization to use the northwest quadrant on November 1st and 2nd, 2024 for the Art and Mural Festival and take any action the court deems necessary. (John Forrest / Judge Deen)

R. Authorization to use the County Attorney's building to display artwork from

Weatherford ISD and take any action the court deems necessary. (John Forrest / Judge Deen)

S. Authorization to use the northwest quadrant on December 14th, 2024 for a Family Fun Snow Event and take any action the court deems necessary. (John Forrest / Judge Deen)

T. Interlocal Agreement for Statewide Emergency Radio Infrastructure Contract with NCTCOG and Parker County and take any action the court deems necessary. (John Forrest / Judge Deen)

U. Approval of the Tri-County Electric Cooperative, Inc Tower Agreement and the Department of Transportation Federal Aviation Administration and Parker County and take any action the court deems necessary. (John Forrest / Judge Deen)

V. Approve the Emergency Management Plan Annex U and take any action the court deems necessary. (John Forrest / Judge Deen)

W. Approve the Emergency Management Director/Coordinator Notification with TDEM and take any action the court deems necessary. (John Forrest / Judge Deen)

6. ACCEPT INTO THE MINUTES:

A. RFPQ PC23-30 Justice Center Master Study Addendum 1. (Kim Rivas / Judge Deen)

B. Executed Certificate of Milestone Acceptance 05_EOC Install - Nice Logger Equipment - MBE. (James Caywood / Judge Deen)

C. Executed Certificate of Milestone Acceptance 05_Brock Tower Erected and Shelter and Generator Set - MBE. (James Caywood / Judge Deen)

D. Executed Renewal Contract for the Abandoned Cemetery Association Contract for fiscal 2024/2025. (John Forrest / Judge Deen)

E. Parker County Medical Examiner Quarterly Report. (Traci Bennett / Judge Deen)

F. Executed Automatic Bank Draft Authorization for THORNHILL MOTOR COMPANY LLC for Auto Registration transactions. (Jenny Gentry / Judge Deen)

7. EXECUTIVE SESSION: In accordance with Section 551.072 of the Texas Government Code, the Parker County Commissioners Court will meet in **CLOSED SESSION** to discuss to wit: Real Estate. At the conclusion of the **Closed Session** the Commissioners Court will reconvene in **OPEN SESSION** to make any decisions or take any action considered appropriate regarding said matters discussed in **Closed Session.** (John Forrest / Judge Deen)

A. Discuss/Take action regarding the property located at 202 W. Oak Street, Weatherford,

Texas 76086. (John Forrest / Judge Deen)

8. PLATS:

A. PRECINCT 1

1. Begin the revision of a subdivision known as Umphenour Addition in the ETJ of Springtown consisting of 7.49 acres developed by Donald Umphenour located off of Sandlin Lane with Walnut Creek SUD water in Precinct One. (Commissioner Conley)

2. Approve the final plat for a subdivision to be known as Ross Business Park consisting of 7.674 acres developed by William Ross located off of State Hwy 199 with Walnut Creek SUD in Precinct One. (Commissioner Conley)

3. Approve the final plat for a subdivision to be known as Earp Road Estates Ph 1 consisting of 35.01 acres developed by 2HM Investments LLC located off of Earp Road, Smith Road, and Knob Road with Walnut Creek SUD water in Precinct One. (Commissioner Conley)

4. Accept the Special Warranty Deed for additional right of way on Earp Road for a subdivision known as Earp Road Estates. (Commissioner Conley)

5. Notification of the plat known as Waterstone Estates located within the ETJ of the City of Reno consisting of 57.067 acres developed by Royal Valley Development, LLC off of Knob Hill Road with well water in Precinct One. (Commissioner Conley)

6. Accept the maintenance Letter of Credit for Waterstone Estates in Precinct One. (Commissioner Conley)

7. Approve the amendment for Vintage Oaks located in Precinct One. (Commissioner Conley)

8. Release the Letter of Credit for maintenance for Sandlin Hills Estates Phase Two and accept Louie Lane and Delton Drive as county-maintained roadways in Precinct One. (Commissioner Conley)

9. Release the Letter of Credit for maintenance for Vintage Oaks Phase Two and accept Bent Tree Lane, Silverleaf Drive, Cedar Elm Court, Ash Court, Cherrybark Court, Oak Meadow Lane, Ash Lane, Holly Lane, Lacey Oak Court, Oak Meadow Lane, Aspen Court as county-maintained roadways in Precinct One. (Commissioner Conley)

10. Discuss/Take action on obtaining a signature for acceptance of a clarification deed for William and Lori Hudspeth located inside of Brooks Meadow

Subdivision and take any action the court deems necessary. (Commissioner Conley)

B. PRECINCT 2

1. Approve the waiver for the groundwater study from Erwin Water Well Drilling for a subdivision to be known as Holmes Addition in Precinct Two. (Commissioner Holt)

2. Approve the final plat for a subdivision to be known as Holmes Addition consisting of 3.00 acres developed by Thomas Holmes Jr. located off of Green Acres Road with well water in Precinct Two. (Commissioner Holt)

3. Approve the waiver for the groundwater study from Malone Water Well Service & Drilling for a subdivision to be known as Dillon's Acres in Precinct Two. (Commissioner Holt)

4. Begin the preliminary plat for a subdivision to be known as Dillon Acres consisting of 3.20 acres developed by Matthew Dillon located off of Old Mineral Wells Hwy with well water in Precinct Two. (Commissioner Holt)

5. Approve the final revision for a subdivision known as Rhodes Ranch Estates consisting of 10.885 acres developed by Jerry & Lynn Saunders located off of Sweet Springs Rd and Old Agnes Rd with well water in Precinct Two. (Commissioner Holt) **PUBLIC HEARING**

6. Accept the Special Warranty Deed for the additional right of way on Sweet Springs Road for a subdivision known as Rhodes Ranch Estates in Precinct Two. (Commissioner Holt)

7. Begin the preliminary plat for a subdivision to be known as Bradshaw Road Addition in the ETJ of Springtown consisting of 2.997 acres developed Ambition Group LLC located off of West Bradshaw Road with Walnut Creek SUD water in Precinct Two. (Commissioner Holt)

8. Begin the revision for a subdivision known as Woodlawn PH IV consisting of 4 acres developed by Victor Munoz located off of Lelon Lane with Walnut Creek SUD water in Precinct Two. (Commissioner Holt)

9. Approval of the Interlocal Agreement with the City of Peaster for Road Repairs and take any action the court deems necessary. (Commissioner Holt)

C. PRECINCT 3

1. Approve the waiver for the groundwater study from Bennett Water Well Drilling, Inc. for a subdivision as Old Brock Road Addition in Precinct Three.

(Commissioner Walden)

2. Approve the final plat for Old Brock Road Addition in the ETJ of Weatherford consisting of 3.03 acres developed by PCC Real Estate Holding LP located off of Old Brock Road and Ric Williamson Loop with well water in Precinct Three. (Commissioner Walden)

3. Approve the waiver for the groundwater study from Poseidon, Inc. dba Affordable Water Well Service for a subdivision to be known as S & JM Addition in Precinct Three. (Commissioner Walden)

4. Approve the final plat for a subdivision known as S & JM Addition consisting of 9.99 acres developed by S & JM Texas LLC located off of Pickard Lane with well water in Precinct Three. (Commissioner Walden)

5. Accept the Special Warranty Deed for the additional right of way on Pickard Lane for S & JM Addition in Precinct Three. (Commissioner Walden)

6. Approve the Right of Way Easements with Millsap Water Supply Corporation for the locations shown as lots 9,10,11,12,13,14,15,16,17 and 18 located within the Original Town of Millsap in Precinct Three. (Commissioner Walden)

D. PRECINCT 4

1. Approve the groundwater waiver from Erwin Drilling for a subdivision to be known as McClendon Walker Road Addition in Precinct Four. (Commissioner Hale)

2. Begin the revision for a subdivision known as McClendon Walker Road Addition located within the ETJ of the City of Fort Worth consisting of 6.13 acres developed by David Fields located off of McClendon Walker Rd with well water in Precinct Four. (Commissioner Hale)

3. Approve the preliminary plat for Rio Vista Phase 3 and Phase 5 now known as Sierra Vista as Phase 1 and Phase 2 consisting of 54.156 acres developed by Kelly Ranch LLC located off of Bear Creek Road with Cresson Crossroads MUD water in Precinct Four. (Commissioner Hale)

4. Approve the final plat for a subdivision to be known as Sierra Vista Ph 1 consisting of 54.156 acres developed by Kelly Ranch Estates LLC located off of Bear Creek Road with Cresson Crossroads MUD water in Precinct Four. (Commissioner Hale)

5. Accept the Special Warranty Deed for additional right of way located off of Bear Creek Road for Sierra Vista Phase 1 in Precinct Four. (Commissioner Hale)

6. Accept the Letter of Credit for maintenance for Sierra Vista Phase 1 in Precinct Four. (Commissioner Hale)

7. Notification of the Petition for the Release from the City of Weatherford's ETJ consisting of 189.046 acres located near Pearson Ranch Road in Precinct Four. (Commissioner Hale)

8. Notification of the Intent to Annex 110.1 acres of land near the Northeast Corner of FM 3325 and I-20 also known as Walsh West into the City of Fort Worth in Precinct Four. (Commissioner Hale)

9. ADJOURNMENT.

NOTE: Commissioners Court may choose to convene into Executive Session items out of agenda sequence depending upon availability of counsel.

Parker County Purchasing

Kim Rivas
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 28, 2024

To: Officers of the Commissioner's Court

Subject: SOURC PC24-70 2025 Bomag Roller – Precinct 2

The Purchasing Agent requests approval for the purchase of SOURC PC24-70 2025 Bomag Roller – Precinct 2, through the Sourcewell Coop Contract #060122-BA (Kim Rivas / Commissioner Holt).

Machine	Option	Description	Mat.No.	Price (USD)	
Basic product		**BW 211 D-5**	587 000 83	182,873	●
Factory kit	**Option**	**Description**	**Mat.No.**	**Price (USD)**	
Operator platform	S31	**Ropscab.w.heating-air con.**	586 003 03	28,855	●
	S5	**ROPS-FOPS** *incl. working lights*	586 001 53	11,351	○
	FS4	**Outside mirror** *Only in combination with ROPS/FOPS (S5) or fibre glass sun roof (S39)*	586 001 91	737	○
Operator platform accessories	E21	**Radio** *E59 included, with USB, Bluetooth, MP3*	921 005 90	538	○
	FS36	**Comfort package** *Swivel seat and adjustable steering column*	586 001 59	2,193	○
Assistance system	E121	**Telematics Box int Ant** *BOMAG Telematics Hardware with external antenna. Please review country approval list before order. For customer access E140 is needed in addition. The Terms & Conditions for BOMAG Telematics apply.*	586 004 21	1	●
	VM20	**Economizer** *Compaction measurement system, which enables the operator to continuously monitor the compaction progress*	586 002 27	3,574	○
	VM33	**BOMAG Terrameter** *System continuously determines the dynamic soil stiffness and shows it as EVIB-values [MN/m²] for continuous dynamic compaction control (CCC).*	586 001 57	4,721	○
	VM29	**Printer** *Printer for Terrameter (Evib-Values)*	586 002 39	3,099	○
	VM38	**Interface measurement *NEW*** *CCC Interface for BOMAP and third-party-systems. Combines with VM20 ECONOMIZER or VM33 TERRAMETER*	586 002 09	1,371	○
	VM49	**BOMAP GPS Holder Cabin *NEW*** *Pre-fitting for VM42 BOMAP GPS Antenna. Quick and easy installation with fixed cabling. Includes groundplate, basic holder and wiring.*	850 001 06	1,049	○
Lighting	E82	**LED Working headlights** *Replaces halogen lights, 1500 Lumen, Cab only*	586 002 28	2,188	○
	E95	**LED Work.headlights,ROPS** *Replaces halogen lights, 1500 Lumen, for ROPS/FOPS*	586 002 72	2,409	○
	E2	**Lighting-Stvzo** *incl. front and rear and flashlights*	586 001 48	4,156	○
Drum	B5	**Pad foot segment kit** *incl. scrapers*	586 001 47	24,679	○
Engine	M35	**Winter package** *To improve the starting ability at low temperatures, includes fuel filter heating.*	586 002 08	2,471	○
	E83	**ECOSTOP** *Automatic engine shut down after 5-15 minutes in idle speed. Reduces fuel consumption, operating hours and wear.*	586 001 58	1,026	○
Safety standards	E36	**Reversing monitoring** *Video camera and 5in high quality digital LCD with LED backlight and anti glare coating*	586 001 07	2,754	○
	FS27	**Electr.burglary protect.** *Engine start release with 6 digit number code*	586 001 12	3,422	○
Field installation kit	**Option**	**Description**	**Mat.No.**	**Price (USD)**	
Operator platform	FS4	**Outside mirror** *Only in combination with ROPS/FOPS (S5)*	586 013 58	823	○
Operator platform accessories	E21	**Radio** *Radio with Bluetooth*	586 016 18	627	○
	VM52	**BOMAP tablet holder Cabin *NEW*** *Cabin installation only! Tablet-holder for 9-10 inch. Different mounts for BOMAG and 3rd party machines*	850 011 33	804	○
	FS36	**Comfort package** *Swivel seat and adjustable steering column*	586 016 64	2,892	○
	VM53	**BOMAP tablet holder ROPS *NEW*** *ROPS/FOPS installation only! Tablet-holder for 9-10 inch. Mounts for BOMAG and 3rd party machines*	850 011 42	804	○
Assistance system	E121	**Telematics Box int Ant**	855 010 08	1,900	○
	VM20	**Economizer** *Compaction measurement system, which enables the operator to continuously monitor the compaction progress*	586 016 89	3,842	○

	VM33	**BOMAG Terrameter** *System continuously determines the dynamic soil stiffness and shows it as EVIB-values [MN/m²] for continuous dynamic compaction control (CCC).*	586 016 15	5,187	O
	VM29	**Printer** *Printer for Terrameter (EVIB-Values)*	586 017 36	3,130	O
	VM38	**Interface measurement** *CCC Interface for BOMAP and third-party-systems. Combines with VM20 ECONOMIZER or VM33 TERRAMETER*	586 016 34	1,511	O
	VM41	**Joblink Bluetooth adapter**	855 010 01	2,277	O
	VM42	**BOMAP GPS Aerial set *NEW*** *GNSS precision antenna with Bluetooth and slide mount for installation on Pre-fitting. Only in combination with VM46 or VM48 or VM49 or VM50!*	850 011 45	6,960	O
	VM49	**BOMAP GPS Holder Cabin *NEW*** *Pre-fitting for VM42 BOMAP GPS Antenna. Quick and easy installation with fixed cabling. Includes groundplate, basic holder and wiring.*	850 011 46	1,049	O
Lighting	E95	**LED Work.headlights,ROPS** *Replaces halogen lights, 1500 Lumen, for ROPS/FOPS*	586 018 03	2,409	O
	E82	**LED Working headlights** *Replaces halogen lights, 1500 Lumen, Cab only*	586 017 01	2,409	O
	E2	**Lighting-Stvzo**	586 016 14	4,579	O
Drum	B5	**Pad foot segment kit** *incl. scrapers*	586 012 15	24,679	O
Engine	E83	**ECOSTOP** *Automatic engine shut down after 5-15 minutes in idle speed. Reduces fuel consumption, operating hours and wear.*	586 011 84	1,075	O
Safety standards	E16	**Rotary beacon** *bolted at cabin roof*	580 028 16	470	O
	E36	**Reversing monitoring** *Video camera and 5in high quality digital LCD with LED backlight and anti glare coating. Only for machines with cabin.*	586 018 51	2,891	O
	FS21	**Seat belt** *3 Inches (76mm) wide safety belt*	586 017 96	383	O
	E31	**Flashing beacon, magnet** *ROPS unit only*	586 015 45	417	O

Total price	211,729 USD
Total price incl. discount	151,386 USD

Customer	Parker County 2		
Customer ID	Jacob Holt		
Quantity	1	Trade	28.50%
Order date		Volume	0.00%
Shipping address			
Delivery date (requested)		PDI	
Transport organized by		Freight (customer)	
Special options/Agreements	PDI $1,500.00	Estim. Freight	5600.00
Comment	Contract No. 060122-BA Total Price $158,486.00	Misc.	

Quote Date: Oct 08 2024

Version 3.3 (24/JAN/2024)

Sourcewell

Standard equipment

- Warning, information and operation displays with LCD
- Noise insulation
- Hydrostatic travel and vibration drive
- Hydrostatic articulated steering
- Articulated joint lock
- Rear axle with twin spring accumulator brakes
- Self locking differential

- Warning horn
- Single lever control for travel and vibration
- Seat with arm rest and adj. for position and height
- 2 Scrapers
- Emergency STOP
- Back-up alarm
- Loading mode
- Sliding window
- Battery disconnect switch
- Working lights, front and rear

#N/A

Notes:

- • Option included in standard configuration
- o Option can be ordered additionally/alternatively

o.R. Price on Request

Important:
The price list is valid from 15 Aug 2023. All list prices, configurable options, exhaust classifications reflect the current knowledge at the time of publishing the price list. Misprints, technical alterations and price modifications reserved. The pricing is valid for up to 30 days from date of quote. The legally required value added tax (VAT) is not included.

All sales by BOMAG Americas, Inc. or any affiliate or subsidiary of BOMAG Americas, Inc. of products bearing the "BOMAG" name are subject to the current published "Terms and Conditions of Sale" of BOMAG Americas, Inc. Copies of such terms and conditions of sale may be obtained from the BOMAG Americas, Inc. facility located at 125 Blue Granite Parkway, Ridgeway, SC 29130.

SALES OFFICE
125 Blue Granite Parkway
Ridgeway, SC 29045
Phone Number: (803) 337-0700
FAX: (800) 654-6213

Parker County Purchasing

Kim Rivas
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 28, 2024

To: Officers of the Commissioner's Court

Subject: SAT PC24-67 2024 Chev. Silverado 1500 CC 4WD - Constable 3

The Purchasing Agent requests approval for the purchase of SAT PC24-67 2024 Chev. Silverado 1500 CC 4WD - Constable 3, through the Sheriff's Association of Texas Coop Contract #23-04-1011R (Kim Rivas / Judge Deen).

SHERIFFS ASSOCIATION OF TEXAS	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	23-04-1011R	Date Prepared:	10/10/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be emailed to Reliable Chevrolet @ dadams@reliablechevrolet.com or faxed to 972-952-8172 AND COPIED TO kmitman@ncsheriffs.net. Therefore please type or print legibly.

Buying Agency:	PARKER COUNTY	Contractor:	RELIABLE CHEVROLET
Contact Person:	BRAD GRAVES	Prepared By:	DOUG ADAMS
Phone:		Phone:	972-952-1561
Fax:		Fax:	972-952-8172
Email:		Email:	dadams@reliablechevrolet.com

Spec #:	7	Description:	2024 SILVERADO PPV 9C1 --- ALL ARE 4 WHEEL DRIVE

A. Product Item Base Unit Price Per SAT Contract: LONGHORN DISTRICT 48112.55

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
AKO - DEEP TINT GLASS	182	9C1 SILVERADO PPV - PURSUIT VEHICLE - REQD	INCL
AMF - REMOTE KEYLESS PKG OF 4 EXTRAS	68	FULL SIZE SPARE - REQUIRED	INCL
BIJ - REAR WHEELHOUSE LINERS	264	VK3 - FRONT LICENSE PLANT BRACKET - REQ'D	INCL
FE9 - FEDERAL EMISSIONS	0		
JL1 - TRAILER BRAKE CONTROLLER	250	UF2 - LED CARGO AREA LIGHTING	114
QT5 - EZ LIFT PWR LOCK/RLEASE TAILGATE	137	5YR/100,000 POWERTRAIN WARRANTY	INCL
L84 - 5.3L V8	INCL	2 KEYS AT DELIVERY	INCL
ZLQ - WT FLEET CONVE PKG (INCL CRUISE)	337	DEALER ADD RANCH HAND GRILLE GUARD	1495
Z7X - Z71 SUSPENSION WITH 2' LIFT	1092	DEALER ADD RETRACTABLE MANUAL BED COVER	2099
Z82 - TRAILER PACKAGE	387		
CGN - FACTORY SPRAY IN BEDLINER	496	**Subtotal From Additional Sheet(s):**	
XM RADIO (SUBSCRIPTION REQ'D)	91	**Subtotal B:**	7012

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
A2X - 10 WAY POWER SEAT	264		
6J3 - GRILLE LAMP/SIREN SPEAKER WIRING	188	**Subtotal From Additional Sheet(s):**	
6J4 - HORN & SIREN CIRCUIT WIRING	96	**Subtotal C:**	548

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 1%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	55672.55	=	Subtotal D:	55672.55

E. SAT Order Processing Charge (Amount Per Current Policy) Subtotal E: 350.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
MSRP 57992			
DIFFERENCES ARE IN RED ABOVE FROM ASH UNIT			
EXTERIOR COLOR ---WHITE		**Subtotal F:**	0

Delivery Date:	TBD	G. Total Purchase Price (D+E+F):	56022.55

Parker County Purchasing

Kim Rivas
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 28, 2024

To: Officers of the Commissioner's Court

Subject: SAT PC24-68 2025 Chev. Tahoe 4WD PPV - Constable 3

The Purchasing Agent requests approval for the purchase of SAT PC24-68 2025 Chev. Tahoe 4WD PPV - Constable 3, through the Sheriff's Association of Texas Coop Contract #23-04-1011R (Kim Rivas / Judge Deen).

SHERIFFS ASSOCIATION OF TEXAS	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	22-03-1008RR	Date Prepared:	10/10/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be emailed to Reliable Chevrolet @ dadams@reliablechevrolet.com or faxed to 972-952-8172. Therefore please type or print legibly.

Buying Agency:	PARKER COUNTY	Contractor:	RELIABLE CHEVROLET
Contact Person:	BRAD GRAVES	Prepared By:	DOUG ADAMS
Phone:		Phone:	972-952-1561
Fax:		Fax:	972-952-8172
Email:		Email:	dadams@reliablechevrolet.com

Spec #:	99	Description:	2024 TAHOE 9C1 - ADDING 4WHDR

A. Product Item Base Unit Price Per SAT Contract: **LONGHORN DISTRICT** 49592.09

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
BTV - REMOTE START	273	9C1 PPV - POLICE PURSUIT VEHICLE - REQUIRED	INCL
FE9 - 50 STATE EMISSION	0	AG2 - POWER PASSENGER SEAT - REQUIRED	INCL
5J0 - FRONT PARK ASSIST DISABLED	0	SPARE - REQUIRED	INCL
AMF - EXTRA REMOTE ENTRY PACKAGE	68	VK3 - FRONT LICENSE PLANT BRACKET - REQ'D	INCL
6C7 - RED/WHITE DOME LAMP	155	5YR/100,000 POWERTRAIN WARRANTY	INCL
UN9 - RADIO SUPPRESSION PKG	86	2 KEYS AT DELIVERY	INCL
6J3 - GRILLE LAMP & SPEAKER WIRING	84		
6J4 - HORN/SIREN CIRCUIT WIRING	50	UE1 - ONSTAR	INCL
V76 - TOW HOOKS	46		
		VPV - SHIP THRU TO KERR	150
		Subtotal From Additional Sheet(s):	
ADD FOR 4 WHEEL DRIVE	3000	**Subtotal B:**	3912

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	53504.09	=	Subtotal D:	53504.09

E. SAT Order Processing Charge (Amount Per Current Policy) **Subtotal E:** 350.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		DELIVERY	INCL
EXTERIOR COLOR ---WHITE		**Subtotal F:**	0

Delivery Date: TBD **G. Total Purchase Price (D+E+F):** 53854.09

Parker County Purchasing
Kim Rivas
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 28, 2024

To: Officers of the Commissioner's Court

Subject: TIPS PC24-71 2024 Chev. Silverado 2500 LWB CC 4WD – Pct. 2

The Purchasing Agent requests approval for the purchase of TIPS PC24-71 2024 Chev. Silverado 2500 LWB CC 4WD – Pct. 2, through the TIPS/USA Coop Contract #230404 (Kim Rivas / Judge Deen).

TIPS	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	230404	Date Prepared:	10/19/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be emailed to Reliable Chevrolet @ dadams@reliablechevrolet.com or faxed to 972-952-8172. Therefore please type or print legibly.

Buying Agency:	PARKER COUNTY	Contractor:	RELIABLE CHEVROLET
Contact Person:	MD	Prepared By:	DOUG ADAMS
Phone:		Phone:	972-952-1561
Fax:		Fax:	972-952-8172
Email:		Email:	dadams@reliablechevrolet.com

Spec #:		Description:	2024 CHEVROLET SILVERADO 2500 LWB WT TRIM CREW CAB 4WD (CK20943)

A. Product Item Base Unit Price: 62882

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
3.73 REAR AXLE RATIO	INCL	ALL THE STD FEATURES ON THE 2024 MODEL	
10650# GVWR	INCL		
TRAILER BRAKE CONTROLLER	INCL	40/20/40/ FRONT DRIVER'S SEAT	
ALLISON 10 SPEED	INCL	QXT ALL TERRAIN TIRES	
6.6L V8 GAS	INCL	CHROME BUMPERS	
120V INTERIOR POWER OUTLET	INCL	SPARE TIRE	
NZZ - SKID PLATES	INCL	UPFITTER SWITCHES (CUSTOMER INSTALLATION)	
WT CONVENIENCE PKG	INCL	REAR CAMERA KIT	
INCL DEEP TINT GLASS, REAR WINDOW	INCL	PICKUP BOX DELETE	
DEFOGGER, CRUISE CONTROL, TRAILER	INCL		
MIRRORS, HEAT/POWER ADJUSTABLE	INCL	Subtotal From Additional Sheet(s):	
4WHEEL DRIVE	INCL	Subtotal B:	0

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
ROYAL SERVICE BODY	INCL		
DEALER TO INSTALL UPFITTER SWITCHES	INCL	Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	62882	=	Subtotal D:	62882

E. Order Processing Charge (Amount Per Current Policy) — Subtotal E:

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		DELIVERY IS OPTIONAL ON TIPS	INCL
JET BLACK CLOTH SEATS			
EXTERIOR COLOR - WHITE		Subtotal F:	0

Delivery Date:	TBD	G. Total Purchase Price (D+E+F):	62882

County of Parker

Proclamation

TEXAS EXTENSION EDUCATION ASSOCIATION WEEK

WHEREAS, the Texas Extension Education Association, Inc. celebrates the Texas Extension Education Association throughout the State of Texas the week of October 27th – November 2nd, 2024; and

WHEREAS, the Parker County Extension Education Association members believe strong families are basic to the wellbeing of Texas; and

WHEREAS, they conduct educational programs and view education as a lifelong learning process; and

WHEREAS, the Extension Education Association cooperates with Texas A&M AgriLife Extension Service to attain mutual goals by conducting continuously updated educational programs for the citizens of Parker County, with examples including Home Safety, Cooking Under Pressure, Indoor Gardening, Parenting, Steps for Healthy Living, Mindfulness, Hearing Loss, and their Home for the Holiday and Spring Fling events; and

WHEREAS, the Parker County Extension Education Association provides support to many Parker County organizations, including Parker County 4-H, Stars & Strides, Grace House, Sanctified Home, and many others.

NOW THEREFORE, BE IT NOTED by the Commissioners Court of the County of Parker do hereby proclaim the week of **October 27 – November 2, 2024** as **"TEXAS EXTENSION EDUCATION ASSOCIATION WEEK"** in Parker County, Texas.

So Proclaimed, the 28th Day of October, 2024.

ATTEST:

_____
Lila Deakle, County Clerk

_____
Pat Deen, County Judge

_____
George Conley, County Commissioner, Precinct 1

_____
Jacob Holt, County Commissioner, Precinct 2

_____
Larry Walden, County Commissioner, Precinct 3

_____
Mike Hale, County Commissioner, Precinct 4

TEXAS DEPARTMENT OF AGRICULTURE
TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT
PROGRAM YEAR 2025

A resolution of the County of Parker (County) Texas certifying that the County has made a grant to Parker County Committee on Aging, Inc. (Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing home-delivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of $37,677 to be paid and used between the:

01 of October 2024 and the 30 of September 2025

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this _____ day of Month, 2024.

_____

Signature of Authorized Official of the County

Pat Deen, Parker County Judge

Typed Name and Title

NOTE: All information shown in this resolution must be included in the resolution passed by the County.

Updated June 2024

A RESOLUTION DESIGNATING A CERTAIN AREA IN PARKER COUNTY AS "TAX ABATEMENT REINVESTMENT ZONE NUMBER 2024-02, PARKER COUNTY, TEXAS"; PROVIDING THE EFFECTIVE AND EXPIRATION DATES FOR THE ZONE AND A MECHANISM FOR RENEWAL OF THE ZONE; AND CONTAINING OTHER MATTERS RELATED TO THE ZONE.

WHEREAS, pursuant to Parker County's ("**County**") Tax Abatement Policy, which was adopted by the Parker County Commissioners Court to be effective on October 28, 2024 ("**Incentive Policy**"), the County has elected to be eligible to participate in tax abatement and has established guidelines and criteria governing tax abatement agreements entered into between the County and various third parties, as authorized by and in accordance with the Property Redevelopment and Tax Abatement Act, codified in Chapter 312 of the Texas Tax Code ("**Code**");

WHEREAS, the County Commissioners Court desires to promote the development of the area in the County more specifically described in **Exhibit "A"** as Tract #2 of this Resolution (**"Zone"**) through the creation of a reinvestment zone for the purpose of supporting new business investment or expansion, as authorized by and in accordance with Chapter 312 of the Code;

WHEREAS, JLG Equipment Services Inc., or an Affiliate, (**"Company"**) wishes to expend or cause to be expended at least $3.5 million in real property improvements for the development of Company's MRO operations and office to be located in the Zone, and Company intends to install new taxable tangible business personal property at the facility worth at least $1.5 that will ultimately result in a combined real and personal property investment of at least $5 million (collectively, the **"Improvements"**);

WHEREAS, Company has applied for real and business personal property tax abatements from the County in return for the installation of the Improvements in the Zone and compliance with certain other employment and spending requirements;

WHEREAS, to foster economic development in the Zone, and the County, in general, it is anticipated that the County will enter a tax abatement agreement(s) for one or more Improvements within the Zone;

WHEREAS, on October 28, 2024, the Commissioners Court held a public hearing regarding the creation of the Zone, received information concerning the Improvements proposed for the Zone, and afforded a reasonable opportunity for all interested persons to speak and present evidence for, or against, the creation of the Zone (**"Public Hearing"**), as required by Section 312.201(d) of the Code;

WHEREAS, notice of the Public Hearing was published in a newspaper of general circulation in the County at least seven (7) days prior to the Public Hearing, which satisfies the requirement of Section 312.201(d)(1) of the Code; and

WHEREAS, in accordance with Sections 312.201(d)(2) and (e) of the Code, notice

of the Public Hearing was also delivered, in writing, to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed Zone not later than the seventh day before the date of the public hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS COURT OF PARKER COUNTY, TEXAS:

SECTION 1.

FINDINGS.

That, after reviewing all information before it regarding the establishment of the Zone and after conducting the Public Hearing and affording a reasonable opportunity for all interested persons to speak and present evidence for, or against, the creation of the Zone, the Commissioners Court hereby makes the following findings of fact:

1.1. The statements and facts set forth in the recitals of this Resolution are true and correct. Therefore, the County has met the notice and procedural requirements established by the Code for creation of the Zone under Chapter 312 of the Code.

1.2. The Improvements proposed for the Zone, as more specifically outlined in the Public Hearing, are feasible and practical and, once completed will benefit the land included in the Zone as well as the County for a period of more than ten (10) years, which is the statutory maximum term of any tax abatement agreement entered into under the Chapter 312 of the Code.

1.3. As a result of designation as a reinvestment zone, the area within the Zone is reasonably likely to contribute to the expansion of primary employment and to attract major investment in the Zone that will be a benefit to property in the Zone and will contribute to the economic development of the County.

SECTION 2.

DESIGNATION OF ZONE

That the Commissioners Court designates the Zone described in the boundary description attached hereto as **Exhibit "A"** and made a part of this Resolution for all purposes as a reinvestment zone for purposes permitting tax abatement as may be found desirable by the County or any other eligible taxing units for purposes authorized by and in accordance with Chapter 312 of the Code. This Zone will be known as "Tax Abatement Reinvestment Zone Number 2024-02, Parker County, Texas." This project is eligible for commercial/industrial tax abatements per Section 3 of the Incentive Policy because it concerns project eligibility.

SECTION 3.

TERM OF ZONE

The Zone takes effect upon the effective date of this Resolution and expires ten (10) years thereafter. The Zone may be renewed by the Commissioners Court for one or more subsequent terms not to exceed five years, unless otherwise allowed by law.

SECTION 4.

SEVERABILITY

If any portion, section, or part of a section of this Resolution is subsequently declared invalid, inoperative, or void for any reason by a court of competent jurisdiction, the remaining portions, sections or parts of sections of this Resolution will remain in full force and effect and shall not in any way be impaired or affected by such decision, opinion, or judgment.

SECTION 5.

PASSED AND APPROVED, IN OPEN COURT, this 28 day of October 2024.

_____
Pat Deen, County Judge

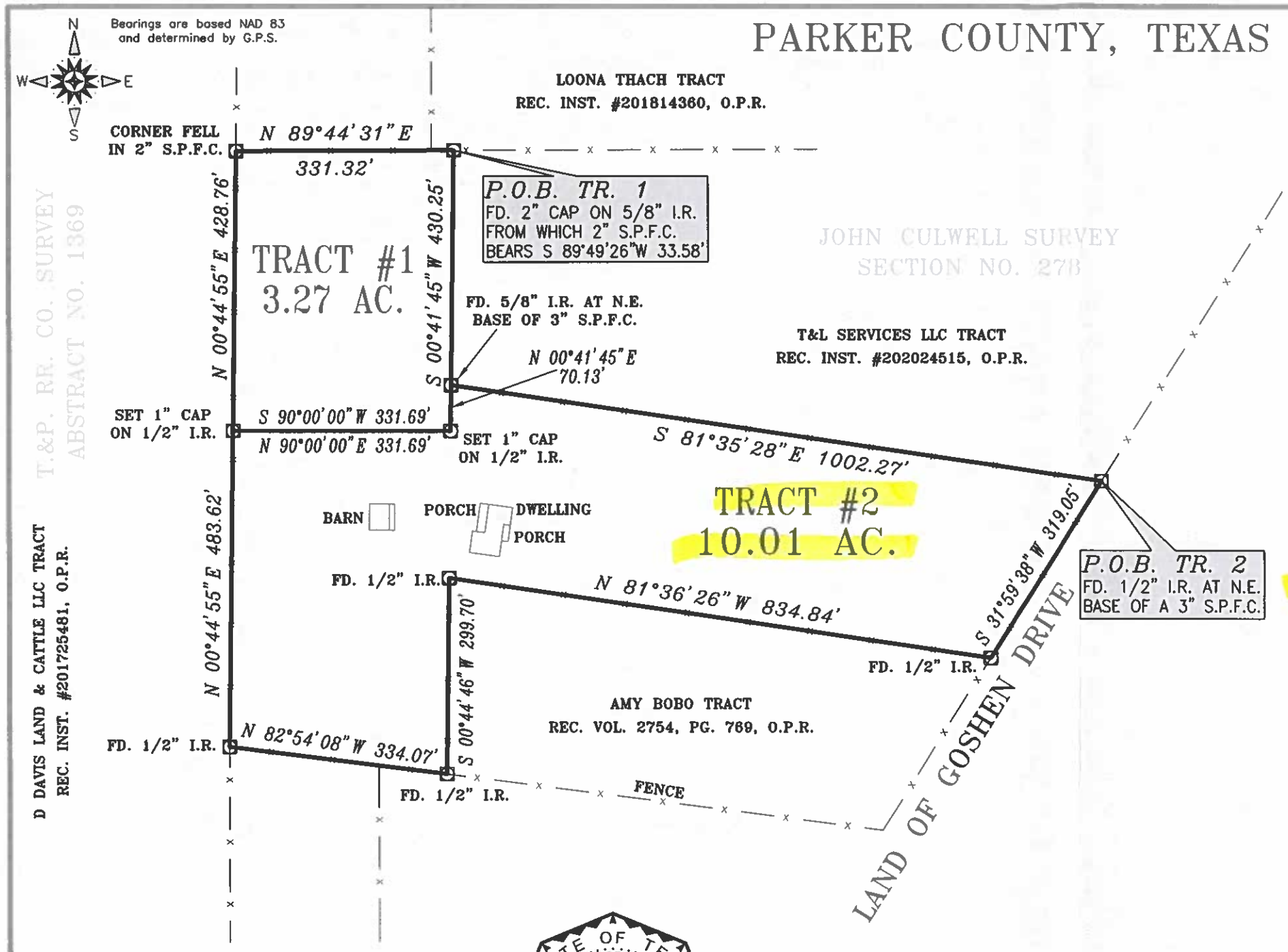
_____
George Conley
Commissioner, Precinct 1

_____
Jacob Holt
Commissioner, Precinct 2

_____
Larry Walden
Commissioner, Precinct 3

_____
Mike Hale
Commissioner, Precinct 4

PARKER COUNTY, TEXAS



This plat represents a survey conducted on the ground under my supervision on March 27, 2024.

Clinton W. Farris, R.P.L.S.

STATE OF TEXAS
REGISTERED
CLINTON W. FARRIS
4144
PROFESSIONAL
LAND SURVEYOR

Double Z Surveying LLC
Surveying & Mapping Services
Firm No. 10194391
P.O. BOX 305, JACKSBORO, TEXAS 76458
(940)-282-9604 zach@doublezsurveying.com
"Thou Shalt Not Remove Thy Neighbor's Landmark" Deut. 19:14

SCALE: 1 INCH = 200 FEET

200 0 200 400 600

GRAPHIC SCALE – FEET

TRACT AS SHOWN IS SUBJECT TO THE FOLLOWING EASEMENT:
- RIGHT-OF-WAY EASEMENT TO WALNUT CREEK WATER SUPPLY REC. VOL. 1222, PG. 834, O.R. (BLANKET)
- RIGHT-OF-WAY EASEMENT TO TRI-COUNTY ELECTRIC COOPERATIVE INC. REC. VOL. 2486, PG. 1999, O.R. (BLANKET)

Plat No.: J2403081
Coor. File: J2008011

Surveyor's Descriptions

Tract No. 1

Tract of land containing 3.27 acres in the John Culwell Survey, Abstract No. 278, Parker County, Texas, being part of the tract described in a deed to Derek Skilling recorded in Instrument No. 202016163, Official Public Records of Parker County and being more particularly described as follows:

BEGINNING at a 2 inch cap on a 5/8 inch iron rod found, being the most northern northeast corner of the said Skilling Tract, the most western northwest corner of the T&L Services LLC Tract recorded in Instrument NO. 202024515, Official Public Records of Parker County and on a south line of the Loona Thach Tract recorded in Instrument No. 201814360, Official Public Records of Parker County.

THENCE South 00 degrees 41 minutes 45 seconds West for a distance of 430.25 feet to a 1 inch cap on a 1/2 inch iron rod set, being the southeast corner of this tract.

THENCE North 90 degrees 00 minutes 00 seconds West for a distance of 331.69 feet to a 1 inch cap on a 1/2 inch iron rod set, being the southwest corner of this tract, on the west line of the said Skilling Tract and on an east line of the D Davis Land & Cattle LLC Tract recorded in Instrument No. 201725481, Official Public Records of Parker County.

THENCE North 00 degrees 44 minutes 55 seconds East for a distance of 428.76 feet to a corner that fell in a 2 inch steel pipe fence corner, being the northwest corner of the said Skilling Tract and on an east line of the said D Davis Land & Cattle LLC Tract.

THENCE North 89 degrees 44 minutes 31 seconds East for a distance of 331.32 feet to the place of beginning.

Tract No. 2

Tract of land containing 10.01 acres in the John Culwell Survey, Abstract No. 278, Parker County, Texas, being part of the tract described in a deed to Derek Skilling recorded in Instrument No. 202016163, Official Public Records of Parker County and being more particularly described as follows:

BEGINNING at 1/2 inch iron rod found on the west side of Land of Goshen Drive (Paved County Road) being the most eastern northeast corner of the said Skilling Tract and the southeast corner of the T & L Services LLC Tract recorded in Instrument NO. 202024515, Official Public Records of Parker County.

THENCE South 31 degrees 59 minutes 38 seconds West for a distance of 319.05 feet to a 1/2 inch iron rod found on the west side of the said road, being the most eastern southeast corner of the said Skilling Tract and the northeast corner of the Amy Bobo Tract recorded in Volume 2754, Page 769, Official Public Records of Parker County.

THENCE North 81 degrees 36 minutes 26 seconds West for a distance of 834.84 feet to a 1/2 inch iron rod found, being an ell corner of the said Skilling Tract and the northwest corner of the said Bobo Tract.

THENCE South 00 degrees 44 minutes 46 seconds West for a distance of 299.70 feet to a 1/2 inch iron rod found, being the most southern southeast corner of the said Skilling Tract and the southwest corner of the said Bobo Tract.

THENCE North 82 degrees 54 minutes 08 seconds West for a distance of 334.07 feet to a 1/2 inch iron rod found, being the southwest corner of the said Skilling Tract and on an east line of the said D Davis Land & Cattle LLC Tract.

THENCE North 00 degrees 44 minutes 55 seconds East for a distance of 483.62 feet to a 1 inch cap on a 1/2 inch iron rod set, being the most western northwest corner of this tract, on the west line of the said Skilling Tract and on an east line of the said D Davis Land & Cattle LLC Tract.

THENCE North 90 degrees 00 minutes 00 seconds East for a distance of 331.69 feet to a 1 inch cap on a 1/2 inch iron rod set, being an ell corner of this tract.

THENCE North 00 degrees 41 minutes 45 seconds East for a distance of 70.13 feet to a 5/8 inch iron rod found, being the most northern northwest corner of this tract, an ell corner of the said Skilling Tract and the southwest corner of the said T&L Services Tract.

THENCE South 81 degrees 35 minutes 28 seconds East for a distance of 1002.27 feet to the place of beginning.

RL DRS

A RESOLUTION DESIGNATING A CERTAIN AREA IN PARKER COUNTY AS "TAX ABATEMENT REINVESTMENT ZONE NUMBER 2024-02, PARKER COUNTY, TEXAS"; PROVIDING THE EFFECTIVE AND EXPIRATION DATES FOR THE ZONE AND A MECHANISM FOR RENEWAL OF THE ZONE; AND CONTAINING OTHER MATTERS RELATED TO THE ZONE.

WHEREAS, pursuant to Parker County's ("**County**") Tax Abatement Policy, which was adopted by the Parker County Commissioners Court to be effective on October 28, 2024 ("**Incentive Policy**"), the County has elected to be eligible to participate in tax abatement and has established guidelines and criteria governing tax abatement agreements entered into between the County and various third parties, as authorized by and in accordance with the Property Redevelopment and Tax Abatement Act, codified in Chapter 312 of the Texas Tax Code ("**Code**");

WHEREAS, the County Commissioners Court desires to promote the development of the area in the County more specifically described in **Exhibit "A"** as Tract #2 of this Resolution (**"Zone"**) through the creation of a reinvestment zone for the purpose of supporting new business investment or expansion, as authorized by and in accordance with Chapter 312 of the Code;

WHEREAS, JLG Equipment Services Inc., or an Affiliate, (**"Company"**) wishes to expend or cause to be expended at least $3.5 million in real property improvements for the development of Company's MRO operations and office to be located in the Zone, and Company intends to install new taxable tangible business personal property at the facility worth at least $1.5 that will ultimately result in a combined real and personal property investment of at least $5 million (collectively, the **"Improvements"**);

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WHEREAS, to foster economic development in the Zone, and the County, in general, it is anticipated that the County will enter a tax abatement agreement(s) for one or more Improvements within the Zone;

WHEREAS, on October 28, 2024, the Commissioners Court held a public hearing regarding the creation of the Zone, received information concerning the Improvements proposed for the Zone, and afforded a reasonable opportunity for all interested persons to speak and present evidence for, or against, the creation of the Zone (**"Public Hearing"**), as required by Section 312.201(d) of the Code;

WHEREAS, notice of the Public Hearing was published in a newspaper of general circulation in the County at least seven (7) days prior to the Public Hearing, which satisfies the requirement of Section 312.201(d)(1) of the Code; and

WHEREAS, in accordance with Sections 312.201(d)(2) and (e) of the Code, notice

of the Public Hearing was also delivered, in writing, to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed Zone not later than the seventh day before the date of the public hearing.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMISSIONERS COURT OF PARKER COUNTY, TEXAS:

SECTION 1.

FINDINGS.

That, after reviewing all information before it regarding the establishment of the Zone and after conducting the Public Hearing and affording a reasonable opportunity for all interested persons to speak and present evidence for, or against, the creation of the Zone, the Commissioners Court hereby makes the following findings of fact:

1.1. The statements and facts set forth in the recitals of this Resolution are true and correct. Therefore, the County has met the notice and procedural requirements established by the Code for creation of the Zone under Chapter 312 of the Code.

1.2. The Improvements proposed for the Zone, as more specifically outlined in the Public Hearing, are feasible and practical and, once completed will benefit the land included in the Zone as well as the County for a period of more than ten (10) years, which is the statutory maximum term of any tax abatement agreement entered into under the Chapter 312 of the Code.

1.3. As a result of designation as a reinvestment zone, the area within the Zone is reasonably likely to contribute to the expansion of primary employment and to attract major investment in the Zone that will be a benefit to property in the Zone and will contribute to the economic development of the County.

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SECTION 3.

TERM OF ZONE

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SECTION 5.

PASSED AND APPROVED, IN OPEN COURT, this 28 day of October 2024.

_____
Pat Deen, County Judge

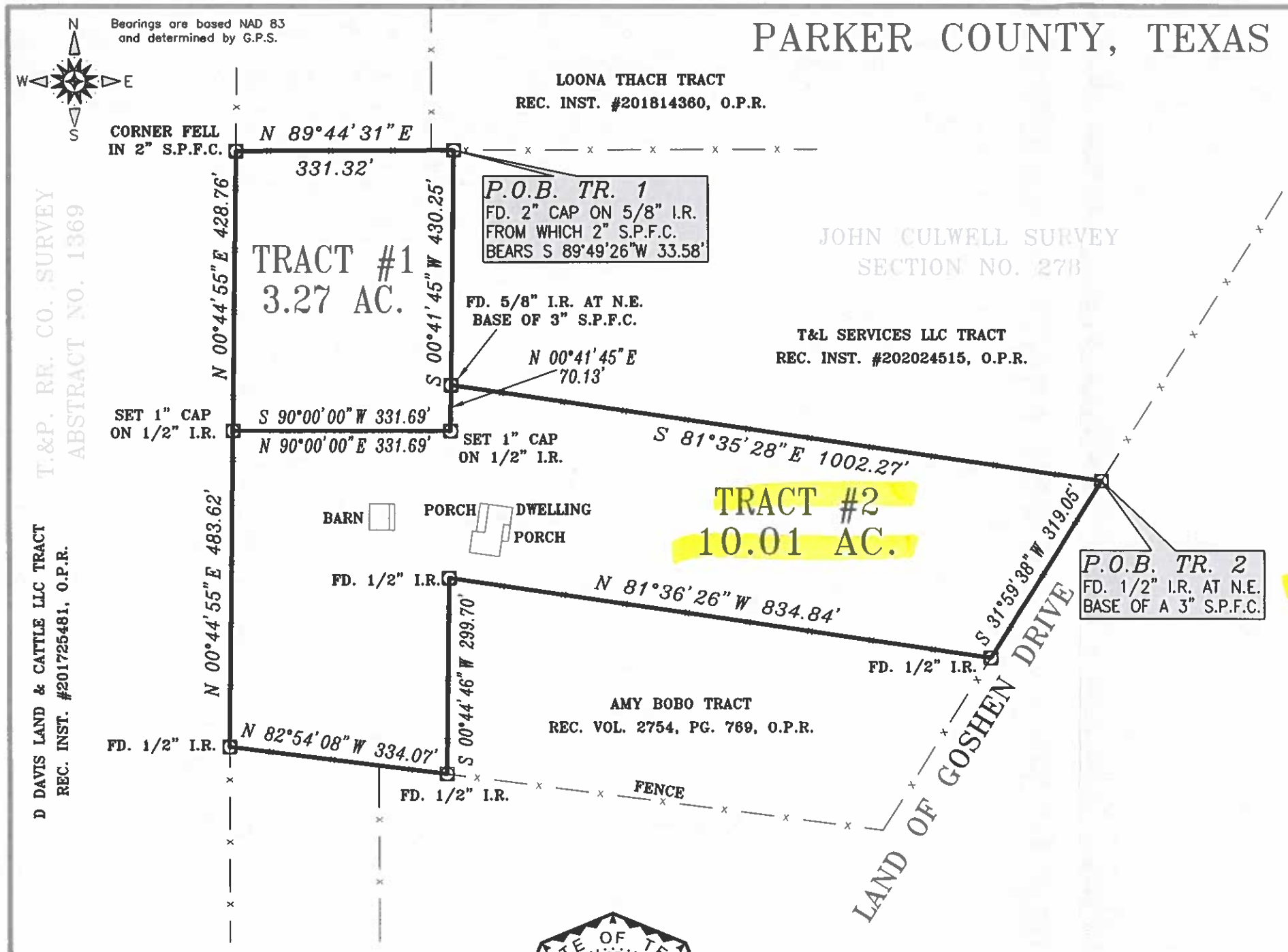
_____
George Conley
Commissioner, Precinct 1

_____
Jacob Holt
Commissioner, Precinct 2

_____
Larry Walden
Commissioner, Precinct 3

_____
Mike Hale
Commissioner, Precinct 4

PARKER COUNTY, TEXAS



This plat represents a survey conducted on the ground under my supervision on March 27, 2024.

Clinton W. Farris, R.P.L.S.

STATE OF TEXAS
REGISTERED
CLINTON W. FARRIS
4144
PROFESSIONAL
LAND SURVEYOR

Double Z Surveying LLC
Surveying & Mapping Services
Firm No. 10194391
P.O. BOX 305, JACKSBORO, TEXAS 76458
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"Thou Shalt Not Remove Thy Neighbor's Landmark" Deut. 19:14

SCALE: 1 INCH = 200 FEET

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TRACT AS SHOWN IS SUBJECT TO THE FOLLOWING EASEMENT:
- RIGHT-OF-WAY EASEMENT TO WALNUT CREEK WATER SUPPLY REC. VOL. 1222, PG. 834, O.R. (BLANKET)
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Plat No.: J2403081
Coor. File: J2008011

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THENCE South 00 degrees 41 minutes 45 seconds West for a distance of 430.25 feet to a 1 inch cap on a 1/2 inch iron rod set, being the southeast corner of this tract.

THENCE North 90 degrees 00 minutes 00 seconds West for a distance of 331.69 feet to a 1 inch cap on a 1/2 inch iron rod set, being the southwest corner of this tract, on the west line of the said Skilling Tract and on an east line of the D Davis Land & Cattle LLC Tract recorded in Instrument No. 201725481, Official Public Records of Parker County.

THENCE North 00 degrees 44 minutes 55 seconds East for a distance of 428.76 feet to a corner that fell in a 2 inch steel pipe fence corner, being the northwest corner of the said Skilling Tract and on an east line of the said D Davis Land & Cattle LLC Tract.

THENCE North 89 degrees 44 minutes 31 seconds East for a distance of 331.32 feet to the place of beginning.

Tract No. 2

Tract of land containing 10.01 acres in the John Culwell Survey, Abstract No. 278, Parker County, Texas, being part of the tract described in a deed to Derek Skilling recorded in Instrument No. 202016163, Official Public Records of Parker County and being more particularly described as follows:

BEGINNING at 1/2 inch iron rod found on the west side of Land of Goshen Drive (Paved County Road) being the most eastern northeast corner of the said Skilling Tract and the southeast corner of the T & L Services LLC Tract recorded in Instrument NO. 202024515, Official Public Records of Parker County.

THENCE South 31 degrees 59 minutes 38 seconds West for a distance of 319.05 feet to a 1/2 inch iron rod found on the west side of the said road, being the most eastern southeast corner of the said Skilling Tract and the northeast corner of the Amy Bobo Tract recorded in Volume 2754, Page 769, Official Public Records of Parker County.

THENCE North 81 degrees 36 minutes 26 seconds West for a distance of 834.84 feet to a 1/2 inch iron rod found, being an ell corner of the said Skilling Tract and the northwest corner of the said Bobo Tract.

THENCE South 00 degrees 44 minutes 46 seconds West for a distance of 299.70 feet to a 1/2 inch iron rod found, being the most southern southeast corner of the said Skilling Tract and the southwest corner of the said Bobo Tract.

THENCE North 82 degrees 54 minutes 08 seconds West for a distance of 334.07 feet to a 1/2 inch iron rod found, being the southwest corner of the said Skilling Tract and on an east line of the said D Davis Land & Cattle LLC Tract.

THENCE North 00 degrees 44 minutes 55 seconds East for a distance of 483.62 feet to a 1 inch cap on a 1/2 inch iron rod set, being the most western northwest corner of this tract, on the west line of the said Skilling Tract and on an east line of the said D Davis Land & Cattle LLC Tract.

THENCE North 90 degrees 00 minutes 00 seconds East for a distance of 331.69 feet to a 1 inch cap on a 1/2 inch iron rod set, being an ell corner of this tract.

THENCE North 00 degrees 41 minutes 45 seconds East for a distance of 70.13 feet to a 5/8 inch iron rod found, being the most northern northwest corner of this tract, an ell corner of the said Skilling Tract and the southwest corner of the said T&L Services Tract.

THENCE South 81 degrees 35 minutes 28 seconds East for a distance of 1002.27 feet to the place of beginning.

RL DRS

North Central Texas
Emergency Preparedness Planning Council

Alternate Representative and Staff Contact Information

I. ALTERNATE REPRESENTATIVE DESIGNATION:

EPPC Member: County Judge Pat Deen **Title:** Parker County Judge

Designated Alternate: Chawn Gilliland

(Alternate representative must be an elected official)

Alternate Title: City of Willow Park Council Member Place 2

Alternate Email: chawn.gilliland@parkercountytx.com **Phone:** (817) 713-0859

II. STAFF MEMBER CONTACTS:

EPPC Member Staff Contacts (e.g. emergency management coordinator, administrative assistant) to receive EPPC information and notifications.

Name Jason Lane **Phone:** (817) 771-7784

Email j.lane@parkercountytx.com

Name Cintia Ortiz **Phone:** (817) 598-6166

Email cintia.ortiz@parkercountytx.com

EPPC MEMBER COMMUNICATIONS:

- **Communications will be sent by email.**
- **Meeting announcements and reminders will be sent via Outlook calendar invites.**
- **For those not using Outlook, calendar invites will arrive as regular emails.**

EPPC Member Signature: _____ **Date:** _____

For more information or assistance, contact the Emergency Preparedness Department at emerprep@nctcog.org.
Please submit completed form to the email listed above or fax to: (817) 608-2372.

Parker County Purchasing
Kim Rivas, CPPB
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 28, 2024

To: Officers of the Commissioner's Court

Subject: **Interlocal Purchasing Agreement between Parker County and the City of Weatherford**

Request authorization to allow the County Judge to execute an Interlocal Purchasing Agreement with the City of Weatherford. (Kim Rivas / Judge Deen).

INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BY AND BETWEEN PARKER COUNTY, TEXAS AND
THE CITY OF WEATHERFORD, TEXAS

This Cooperative Purchasing Interlocal Agreement ("Agreement") is made and entered into as of the date written below between the City of Weatherford, Texas and Parker County, Texas.

WHEREAS, both the City of Weatherford and Parker Counties have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplicate procurement efforts and obtain the benefits of volume purchasing; and

WHEREAS, both Counties are political subdivisions of the State of Texas authorized to contract with each other relative to governmental functions and services by the Interlocal Cooperation Act, Texas Government Code, Chapter 791; and

WHEREAS, both Counties are authorized by Section 271.102 of the Local Government Code to pursue mutually beneficial and cooperative purchasing programs; and

NOW, THEREFORE, for and in consideration of the mutual obligations and benefits contained herein, both Counties agree as follows:

SECTION 1. The purpose of this Agreement is to provide both Counties with additional purchasing options by satisfying the provisions of Section 271.102 of the Local Government Code.

SECTION 2. The parties agree that each of the parties shall respectively designate a person to act under the direction of, and on behalf of, the designating party (the "Designated Representative").

SECTION 3. At the request of the other party, a party that enters into a contract with a vendor for goods or services through competitive solicitations (the "First Purchasing Party") shall attempt to obtain the vendor's agreement to offer those goods and services to the other party (the "Second Purchasing Party") for the same price and on the same terms and conditions as have been offered to the First Purchasing Party. If the vendor so agrees, and if the Second Purchasing Party is agreeable to such terms and conditions, the Second Purchasing Party may enter into its own separate contract with the vendor for the purchase of such goods or services.

SECTION 4. Unless otherwise agreed between the Designated Representatives, payments for a purchase made by the Second Purchasing Party shall be paid directly to the vendor and not to the First Purchasing Party. The Second Purchasing Party shall have the responsibility of determining whether the vendor has complied with any provisions in its contract with the vendor, including but not limited to those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement. Each party shall handle, independently of the other, its invoicing and payments related to its own purchases pursuant to this Agreement.

SECTION 5. This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

SECTION 6. This Agreement may be terminated by either party, without cause or penalty, upon not less than thirty days written notice to the other party.

SECTION 7. The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

SECTION 8. If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in Parker County. This Agreement shall be construed in accordance with the laws of the State of Texas.

SECTION 9. If any term or provision of this Agreement is held to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable term or provision, the parties shall endeavor to agree to a legal, valid or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid or unenforceable.

SECTION 10. Execution of this Agreement does not obligate either the City of Weatherford or Parker County to make any purchase, to pay any membership fee or to otherwise or in any manner incur any cost or obligation.

SECTION 11. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 12. The undersigned officers and/or agents are properly authorized to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary actions extending such authority have been duly passed and are now in full force and effect.

SECTION 13. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, to the respective representative or his/her designee.

SECTION 14. By execution of this Agreement, each party represents to the other that:

a. In performing its duties and obligations hereunder, it will be carrying out one or more governmental functions or services which it is authorized to perform;

b. The undersigned officer or agent of the party has been properly authorized by that party's governing body to execute this Agreement and that any necessary resolutions extending such authority have been duly passed and are now in effect;

c. All payments required or permitted to be made by a party will be made from current revenues available to the paying party; and

d. All payments provided to be made hereunder by one party to the other shall be such amounts as to fairly compensate the other party for the services or functions performed hereunder.

EXECUTED this _____ day of _____, 2024.

THE CITY OF WEATHERFORD, TEXAS
303 Palo Pinto Street
Weatherford, TX 76086

By: _____
Title: _____
Date: _____

ATTEST:

_____
_____

PARKER COUNTY, TEXAS
1112 Santa Fe Drive
Weatherford, TX 76086

By: _____
Title: County Judge _____
Dated: _____

ATTEST:

_____
_____

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

_____
City Attorney

COUNTY ATTORNEY

_____
County Attorney

Parker County Purchasing

Kim Rivas
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 28, 2024

To: Officers of the Commissioner's Court

Subject: Approve execution and of the Motorola Service Agreement Renewal

Approve execution and of the Motorola Service Agreement Renewal (Kim Rivas / Judge Deen).

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000005801
Contract Modifier: R22-MAY-24 14:37:47

Date: 19-JUN-2024

Company Name: Parker County
Attn.: James Caywood
Billing Address: 215 Trinity
City, State, Zip Code: Weatherford, TX 76086
Customer Contact: James Caywood
Phone:

P.O.#: N/A
Customer #: 1036326751
Bill to Tag#: 0004
Contract Start Date: 01-OCT-2024
Contract End Date: 30-SEP-2025
Payment Cycle: ANNUALLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV00Q00575A	LOCAL DEVICE REPAIR- CUSTOM SLA	$376.67	$4,520.00
	LSV01S00712A	SUS REBOOT SUPPORT	$976.17	$11,714.00
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE	$24,394.09	$292,729.03
	SVC02SVC0020C	UPS MAINTENANCE-CUSTOM SOW	$1,433.06	$17,196.67
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	$3,975.70	$47,708.35
	SVC02SVC0343A	RELEASE IMPACT TRAINING	$262.16	$3,145.92
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	$1,172.52	$14,070.24
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	$3,125.82	$37,509.79
	SVC02SVC0659A	SMARTNET/CONVENTIONAL DISPATCH	$18.73	$224.70
	SVC02SVC0660A	SMARTNET/CONVENTIONAL ONSITE INFRA RESPONSE	$144.36	$1,732.36
	SVC02SVC0661A	SMARTNET/CONVENTIONAL INFRASTRUCTURE REPAIR	$119.00	$1,428.04
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	$15,032.55	$180,390.41

	Sub Total	$51,030.79	$612,369.51
	Taxes	$0.00	$0.00
	Grand Total	$51,030.79	$612,369.51

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

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

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

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
Travis Treviño	Sr. Customer Support Manager	10/09/2024
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
TRAVIS TREVINO	(903)494-1592	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Company Name	:	Parker County
Contract Number	:	USC000005801
Contract Modifier	:	R22-MAY-24 14:37:47
Contract Start Date	:	01-OCT-2024
Contract End Date	:	30-SEP-2025

Service Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

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

Section 8. INVOICING AND PAYMENT
8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within ~~twenty (20)~~ thirty (30) days of the invoice date.

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

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

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party.

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

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

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

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

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

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

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

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

Cybersecurity Online Terms Acknowledgement

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

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

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

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

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

Parker County Purchasing

Kim Rivas
Purchasing Agent
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 28, 2024

To: Officers of the Commissioner's Court

Subject: Approve execution and of the 2025 Tyler SAAS Enterprise Justice (Odyssey) Renewal

Approve execution and of the 2025 Tyler SAAS Enterprise Justice (Odyssey) Renewal (Kim Rivas / Judge Deen).

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client and Tyler are parties to a prior Software as a Service and Professional Services Agreement dated December 31, 2012, as well as certain additional previously executed license and services agreements for the software products identified in the Investment Summary (the "Original Agreements"); and

WHEREAS, Client and Tyler now desire to replace the Original Agreements with updated terms to reflect the ongoing nature of their relationship, and for Tyler to continue providing certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, under the terms of this Agreement.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client**" means Parker County, Texas.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent, based on a condition within our reasonable control. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means October 1, 2024.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services

attached as Exhibit A.

- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to the Client, including any addenda and supplements thereto.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary and not embedded in the Tyler Software.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms, as applicable.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement. The Tyler Software also includes embedded third-party software that we are licensed to embed in our proprietary software and sub-license to you.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Termination of Original Agreements. As of the Effective Date, the Original Agreements are terminated by mutual agreement of the parties and replaced in their entirety with this Agreement.

2. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9).

3. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the amount of Data Storage Capacity. You may add additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

4. Ownership.

   4.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   4.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   4.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

5. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

6. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process or to provide you with a functional equivalent. For the avoidance of doubt, to the extent any third-party software is embedded in the Tyler Software, your limited warranty rights are limited to our Defect resolution obligations set forth above; you do not have separate rights against the developer of the embedded third-party software.

7. SaaS Services.

   7.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a third-party data center, we will provide available compliance reports for that data center.

7.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.

7.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a disruption of SaaS Services from the data center hosting your data, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent unavailability of SaaS Services from the data center hosting your data. RTO represents the maximum duration of time following disruption of the SaaS Services within which your access to the Tyler Software must be restored.

7.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

7.5 We test our disaster recovery plan on an annual basis and mitigate any findings in accordance with industry standards.

7.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

7.7 We provide secure Data transmission paths between each of your workstations and our servers.

7.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary, if any.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on the documented scope of the project as of the Effective Date. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than **four (4) weeks** in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us. You agree that it is your responsibility to ensure that you satisfy the then-current system requirements, if any, minimally required to run the Tyler Software.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software, and the ability to meet project deadlines and other milestones, is a cooperative effort requiring the time and resources of your personnel, as well as ours. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement.

8. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);

   9.2 provide support during our established support hours;

   9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

10. Legislative Change Support. For county customers, we make available legislative change support as follows:

10.1 We will provide you with refinements, enhancements, or other modifications to the Tyler Software as necessary to comply with enacted statewide legislation or administrative regulation applicable to all our clients in your state pertaining to: (a) existing reports, exports, or data exchanges; (b) new reports; (c) new data entry fields for state reporting; (d) new fee calculations; (e) new disposition templates; (f) new sentence templates; or (g) new citation templates.

10.2 We will use commercially reasonable efforts to implement such changes within the time frames set in the applicable legislation or regulation, but in any event within the next version release of the Tyler Software.

10.3 For county customers, our responsibility for legislative change support in each annual term is limited to the number of hours of analysis, post-release data migration, and testing services, at our then-current hourly rates, equal to 20% of the total annual maintenance and support fees or 8% of the total annual SaaS fees paid by all customers within your state during that term.

10.4 You are responsible for any fees in excess of the applicable limits under Section 10.3 above, as well as the cost of any other services required to implement such changes, including, without limitation, training, configuration, project management, or data conversion from external sources. Prior to performing any services under this Section that would result in fees to you, we will provide you with a change order or addendum.

10.5 Business process changes, including usage of optional or new features and data fields, may be required to meet the needs of legislative changes. Tyler will document intended utilization of such new features or new fields, but it is the client's responsibility to enact process changes for compliance with new requirements.

10.6 Our legislative change support obligations do not apply to services required to support new duties or responsibilities that expand upon the scope of your internal business purposes disclosed to us as of the Effective Date.

SECTION D – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products identified in the Investment Summary, the Third Party Terms will apply. You acknowledge that we may have embedded third-party functionality in the Tyler Software that is not separately identified in the Investment Summary. If that third-party functionality is not separately identified in the Investment Summary, the limited warranty applicable to the Tyler Software applies, and we further warrant that the appropriate Developer has granted us the necessary license to (i) embed the unidentified third-party functionality in the Tyler Software; and (ii) sub-license it to you through our license grant to the Tyler Software. You may receive maintenance and support on such embedded third-party software under the Maintenance and Support Agreement.

SECTION E – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from October 1, 2024, unless earlier

terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

   2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

   2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

   1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the

Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will defend, indemnify, and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER

APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree 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. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional Tyler products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum or Tyler purchase order. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional Tyler products and services at our then-current list price, also by executing a mutually agreed addendum or Tyler purchase order. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum or Tyler purchase order.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a

copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. To the extent Client engages independent contractors to fulfill its obligations under this Agreement, Client shall enter into a written agreement with said independent contractors that contains confidentiality covenants at least as restrictive as the confidentiality covenants contained herein. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services

hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

23. Twilio Acceptable Use Policy and Terms of Service. Your use of the Tyler Software may include functionality provided by a Third Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup, and to applicable provisions found in the current Twilio Terms of Service, available at https://www.twilio.com/legal/tos. By signing a Tyler Agreement or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy or Terms of Service. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the Effective Date.

Tyler Technologies, Inc.	Parker County, TX
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Address for Notices: Tyler Technologies, Inc. One Tyler Drive Yarmouth, ME 04096 Attention: Chief Legal Officer	Address for Notices: Parker County, TX One Courthouse Square Weatherford, TX 76086 Attention: _____
With a copy to: Tyler Technologies, Inc. 5101 Tennyson Parkway Plano, TX 75024 Attention: Legal Department	

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By:	Sarah Koski
Quote Expiration:	10/31/24
Quote Name:	SaaS Renewal

Sales Quotation For:
Parker County
1112 Santa Fe Dr Ste A
Annex Bldg.
Weatherford TX 76086-5827
Phone: +1 (817) 598-6107

Software and Annual Fees

	Year 1	Year 2	Year 3
Recurring Annual Fees	$ 391,800.00	$ 411,392.00	$ 431,962.00
Fixed Annual Fees	$ 0.00	$ 0.00	$ 0.00
One-Time Software Cost	$ 0.00	$ 0.00	$ 0.00
Client Discount	$ 78,576.00	$ 60,000.00	$ 40,000.00
Total	**$ 313,224.00**	**$ 351,392.00**	**$ 391,962.00**

Total contract Value: **$ 1,056,578.00**

Annual / SaaS

Description	Annual
Enterprise Case Manager Modules	
Enterprise Case Manager-All Case Types	
Financial Management-Check Printing Only	

Description	Annual
Check Manager	
Enterprise Justice Law Enforcement	
Auto Attach	
Enterprise Justice Components	
Enterprise Case Manager Document Management Bundle	
Enterprise Case Manager Electronic Signatures	
Record on Appeal Builder	
Public Access - Court Data Download	
Disaster Recovery – Enterprise Justce	
Enterprise Attorney Manager	
Enterprise Attorney Manager-Prosector	
Enterprise Corrections	
Enterprise Jail Manager	
Mugshots	
Enterprise Corrections Integration Toolkit	
Data Export	
TOTAL	**$ 313,224**

Summary	One Time Fees	Recurring Fees
Total Tyler Software	$ 0	$ 0
Total Annual	$ 0	$ 313,224
Total Tyler Services	$ 0	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 0**	**$ 313,224**
Contract Total	**$ 1,056,578**	

Detailed Breakdown of Services (Included in Summary Total)

Description	Total	Annual Maintenance
Enterprise Justice		
CJIS Reporting - TX	$ 0	$ 0
SB1778 Delinquent Account Collections - TX	$ 0	$ 0
JP Electronic Disposition Reporting - TX	$ 0	$ 0
JP Omnibase Reporting - TX	$ 0	$ 0
Enterprise Justice Total	*$ 0*	*$ 0*
TOTAL	$ 0	$ 0

Comments

Odyssey eSignatures requires third-party hardware. Client must provide necessary signature pad device(s).

Tyler has included Enterprise Justice Silver SaaS Tier. Document storage is limited to 10TB. Additional TB storage may be purchased at $1,300 per TB.

Travel expenses will be billed as incurred according to Tyler's standard business travel policy.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates. Beginning on the commencement of the initial term, Client shall no longer be required to pay annual fees under the Original Agreements.

2. Credit for Annual Fees. Client will receive a credit for any prepaid but unused annual fees payable under the Original Agreement as of the commencement of the initial term as set forth in Section F(1) of this Agreement.

3. Other Tyler Software and Services.

   3.1 Fees for implementation and other professional services (including training), if any, are billed and invoiced as delivered at the rates set forth in the Investment Summary.

4. Third Party Products.

   4.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

   4.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software, if any, is invoiced when we make it available to you for downloading.

   4.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

   4.4 *Third Party SaaS:* Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel

Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

   Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

   All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

   When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

   The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

   Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C
Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar quarter, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work

with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, Denial of Service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS fees paid for the calendar quarter.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen days (15) of the end of the applicable quarter. We will respond to your relief request within thirty (30) day(s) of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.50%	Remedial action will be taken
99.49% - 98.50%	2%
98.49% - 97.50%	4%
97.49% - 96.50%	6%
96.49% - 95.50%	8%
Below 95.50%	10%

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable that the Tyler Software will be unavailable during the maintenance window.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

(1) On-line submission (portal) – for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
(2) Email – for less urgent situations, users may submit emails directly to the software support group.
(3) Telephone – for urgent or complex questions, users receive toll-free, telephone software support.

** Channel availability may be limited for certain applications.*

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools, documentation, and other information including support contact information.
(2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
(3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(4) Tyler University – online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of

such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets*
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

**Response and Resolution Targets may differ by product or business need*

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

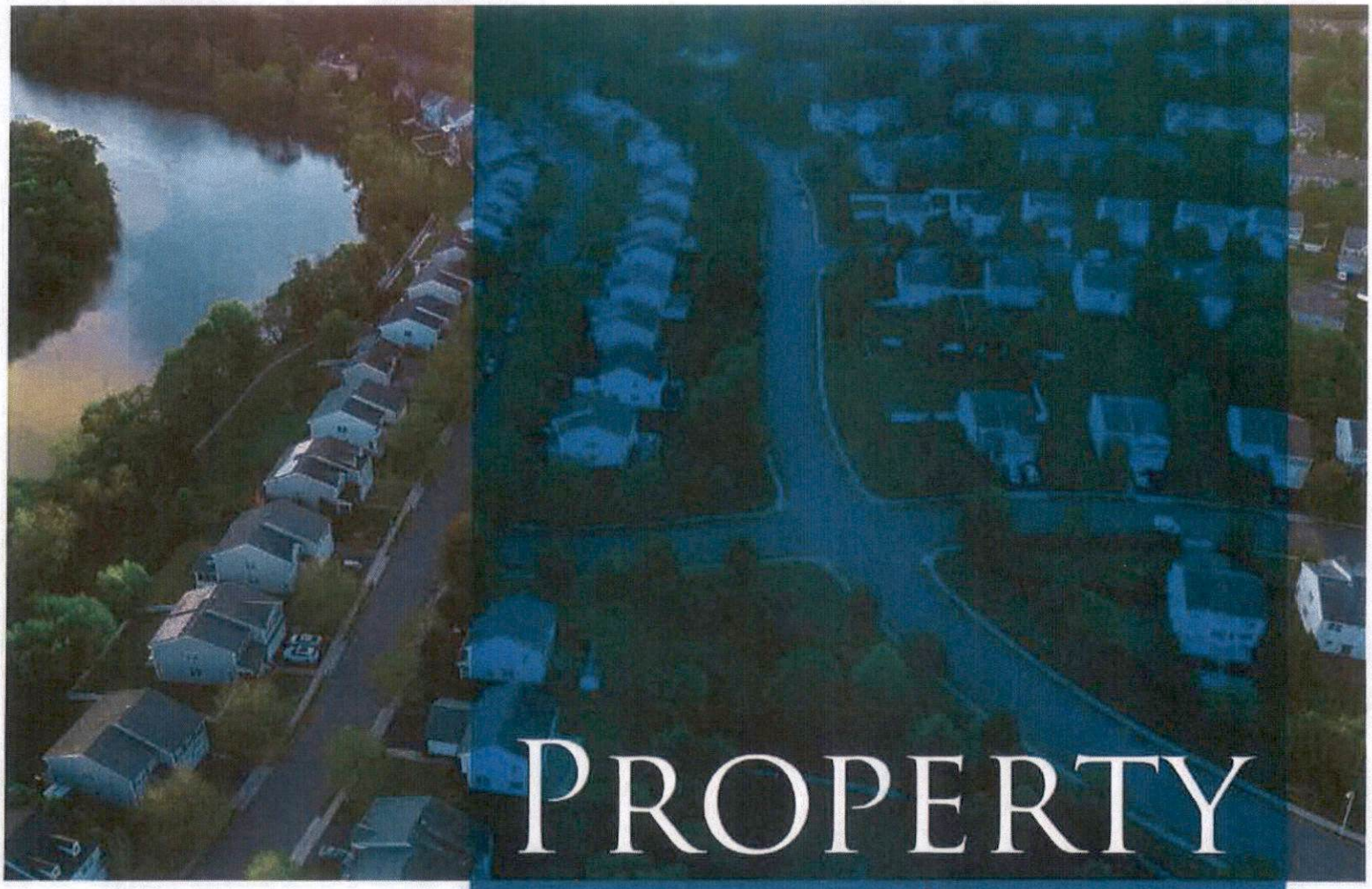
Parker County Purchasing
Kim Rivas, CPPB
Purchasing Agent
kim.rivas@parkercountytx.com
1112 Santa Fe Dr. Weatherford, Texas 76086
Phone: 817.598.6080 Fax: 817-598-6191

October 28, 2024

To: Officers of the Commissioner's Court

Subject: Professional Services Agreement for Water Resources Assessment and Planning Services

Authorize the county judge to execute the Freese and Nichols Professional Services Agreement for RFQP PC24-39 Water Resources Assessment and Planning Services funded with American Rescue Plan Act of 2021 funds (Kim Rivas / Judge Deen).



PROPERTY FRAUD ALERT

FIDLAR

Parker County, TX

Property Fraud Alert Description: (TIPS CONTRACT #230105)

Fidlar Technologies (Fidlar) Property Fraud Alert (PFA) service is designed to monitor, identify and notify individuals whose name has been indexed from a document recorded in the Parker County, TX County Clerk's Office. PFA allows subscribers the ability to have their personal/business name monitored within the Parker County Clerk's Office in order to track possible fraudulent activity. PFA allows for free subscriptions via the PFA website and is accessed by the potential subscriber. Subscribers will be notified only when the name they have submitted is used in any recording activities within the Parker County Clerk's Office. The alert notification methods provided as options to the subscriber (and selected at the time of subscription) are either email or phone.

The attached Addendum A is a listing of the unique features provided by PFA and must be accepted at the time of the signing of this agreement.

Property Fraud Alert Service Terms and Conditions:

Parker County agrees to participate in the PFA Service by providing the index data required (at no cost to Fidlar) and permitting the use of this information in order to monitor and identify (via the PFA Service) individuals' identity only for the purpose of possible fraudulent activity. Parker County understands that PFA is a service provided by Fidlar in order to offer individual alerts to all participating users. Parker County will post index data via a data format mutually agreed upon by Fidlar and Parker County to a FTP site, at interval timings under full discretion of the Parker County. The data once received by the FTP site will then be processed by the PFA system service which is running on a secured system server behind firewall technology. Fidlar reserves the right to make changes to the PFA service as deemed necessary.

Fidlar agrees NOT to retain subscriber's information beyond time period needed to perform PFA services unless required under another agreement.

Fidlar agrees that it may NOT use or share Parker County data in any other way other than the method outlined above for the PFA service, without the express written consent of the Parker County.

Fidlar agrees to provide needed hardware, technology and software in order to perform needed search and notification to subscribers.

PFA Termination:

The license granted under this agreement, with regard to the software, may be terminated by Fidlar for material failure of Parker County to comply with terms and conditions of this agreement. Within thirty (30) days after Parker County has discontinued the use of the License program, or within ten (10) days after FIDLAR has terminated any license. The term of this agreement is Three-year (3 year.) The Agreement will auto renew for successive one-year terms unless terminated by either party with 30 day written notice. Following the initial three-year term, the annual maintenance and support rate will increase at a rate of 3% year over year.

PFA Service Fees: (TIPS CONTRACT #230105)

One-Time charge for PFA licensing, set-up and collateral materials: $17,000.00
- Due upon signing

Annual Maintenance and Support (Fixed for three (3) years): $4,500.00
- Due upon live date

Annual support includes the PFA services described herein and in Addendum A.

Annual fee is subject to change based on mutually agreed upon changes/additions/deletions to the PFA service as described in the agreement. Changes/additions/deletions are not guaranteed, but if considered, may result in a proposal for changes in the fee amount.

CLIENT REPRESENTS THAT THIS AGREEMENT HAS BEEN READ AND IS ACCEPTED

Parker County, TX County Clerk

Dated:_____

By:_____

Name:_____

Title:_____

FIDLAR TECHNOLOGIES

Dated: 10-15-24

By: Alex Rigg

Name: Alex Riggen

Title: President

Parker County, TX (2nd Signature if Required)

Dated:_____

By:_____

Name:_____

Title:_____

Addendum A

PFA Value Provided to Parker County, TX County Clerk

- Automatic notification system: Registered constituents receive an email or personal phone call (from Fidlar) each time a document is recorded in their name. The county does not have to worry about cards to mail or address lists to maintain.
- Flexible sign-up processes: Constituents can sign up via the PFA website or for those not comfortable doing so online or for those who do not have access to a computer; sign-up is available by calling the dedicated PFA toll-free number staffed by Fidlar.
- Notifications are sent out upon the recording of **any** document. Deeds are not the only damaging document that can be fraudulently filed. Powers of Attorney, satisfactions, etc., can also lead to fraudulent activity. PFA notifies the subscriber any time any document is recorded in the name registered with Fidlar.
- PFA is an opt-in notification system. Once subscribed, the constituent does not have to check in on a website for notification status. Email notifications are sent within 24 hours of the document being made available to Fidlar or the next business day, should the 24 hour period fall upon a weekend or holiday. Phone notifications are attempted within 48 regular business hours of the document being made available to Fidlar. When calling a subscriber with an alert notification, Fidlar will attempt the call twice (in consecutive days) and leave voicemails. If a return call is not received, Fidlar will make a third attempt one week after the first call was made. If no return call is made after the third attempt, the call will be closed.
- A customized PFA website will be created for the Recorder's office. The Recorder's office will have the right to select up to five (5) graphics to be used on the customized homepage.
- PFA requires no changes to existing recording workflow.
- No training required for county employees.
- PFA provides for customization of the email notification verbiage.
- The custom PFA website for the Recorder's will be managed by Fidlar.
- PFA provides an online administration tool for use within the Recorder's office for the purpose of monitoring subscription levels. Also available via the administration tool is the ability to access the current list of subscribers contact information as well as a list of notification alerts that have been sent.
- The call-center that provides live follow-up to PFA subscribers is fully maintained and staffed by Fidlar. This call-center is staffed from 8:00 – 5:00 CST and is

housed at our corporate office in Davenport, IA. This call center will handle the following calls ○ Incoming calls from constituents who wish to sign-up but are either hesitant to do so over the Internet or don't have a computer. Typically, this represents a more elderly demographic. ○ Incoming calls from subscribers who have received alerts and have questions. Historically, our attendants are able to answer incoming questions to the subscriber's satisfaction. However, in the event that a question remains that goes beyond our capabilities, it will be forwarded to the county office. ○ Outgoing calls providing alerts. Subscribers have the ability to receive alerts via email or phone. Those that opt to receive alerts via phone receive a call from one of our call center attendants. We will make three outgoing calls (and leave a personal message, if needed) to insure that we have ample opportunity to connect with the subscriber.

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

TEXAS OFFICIAL BOND AND OATH

THE STATE OF TEXAS }
County of Parker } ss.

Bond No. 101293749

KNOW ALL PERSONS BY THESE PRESENTS:

That we, James Ryan Speegle, as Principal, and the MERCHANTS BONDING COMPANY (Mutual), a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto Parker County, TX, his successors in office, in the sum of One Thousand Five Hundred Dollars ($1,500.00) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

THE CONDITION OF THE ABOVE OBLIGATION is such, that, whereas, the above bounden Principal was on the 6th day of October, 2024, duly Appointed to the office of Deputy Constable in and for Parker County in the State of Texas, for a term beginning the 6th day of October, 2024 and ending the 6th day of October, 2025.

Now, therefore, if the said Principal shall well and faithfully perform and discharge all the duties required of him by law as the aforesaid officer, and shall
faithfully perform the duties of office

then this obligation to be void, otherwise to remain in full force and effect.

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

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

Dated this 9th day of October, 2024.

James Ryan Speegle
Principal

James Ryan Speegle

MERCHANTS BONDING COMPANY (Mutual)
By:
Lindsay Senior Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS }
County of Parker } ss.

Before me, Angie Garrett, a notary public, on this day personally appeared James Ryan Speegle known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, at 1020 E. Hwy 199 Springtown, TX. 76082
this 16 day of October, 2024

SEAL

ANGIE GARRETT
NOTARY PUBLIC
STATE OF TEXAS
ID # 12449296-8
My Comm. Expires 04-19-2027

Parker County, Texas.

PO 0123 TX (2/15)

OATH OF OFFICE
(COUNTY COMMISSIONERS and COUNTY JUDGE)

I, _____, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of _____ of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected; and I furthermore solemnly swear (or affirm) that I will not be, directly or indirectly, interested in any contract with or claim against the County, except such contracts or claims as are expressly authorized by law and except such warrants as may issue to me as fees of office. So help me God.

Signed _____

Sworn to and subscribed before me at _____, Texas, this _____ day of _____, _____

_____

SEAL

_____ County, Texas

OATH OF OFFICE
(General)

I, Ryan Speegle, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Deputy Constable, of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm) that I have not directly nor indirectly paid, offered, or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the giving or withholding a vote at the election at which I was elected. So help me God.

Signed _____

Sworn to and subscribed before me at Springtown, Texas, this 16 October day of October, 2024

_____

SEAL

Parker County, Texas

JUSTICE COURT PCT 1 PARKER COUNTY, TEXAS

THE STATE OF TEXAS
County of _____ } ss

The foregoing bond of _____ as _____ in and for _____ County and State of Texas, this day approved in open Commissioner's Court.

ATTEST: Date _____, _____

_____ Clerk _____ County Judge,

County Court _____ County _____ County, Texas

THE STATE OF TEXAS
County of _____ } ss

I, _____, County Clerk, in and for said County, do hereby certify that the foregoing Bond dated the _____ day of _____, _____, with its certificates of authentication, was filed for record in my office the _____ day of _____, _____, at _____ o'clock ____ M., and duly recorded the _____ day of _____, _____, at _____ o'clock ____ M., in the Records of Official Bonds of said County in Volume _____, on page _____

WITNESS my hand and the seal of the County Court of said County, at office in _____, Texas, the day and year last above written.

_____ Clerk

By _____ Deputy County Court _____ County

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Lindsay Senior

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of October , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 9th day of October , 2024 , before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

Penni Miller
Commission Number 787952
My Commission Expires
January 20, 2027

Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 9th day of October , 2024 .

MERCHANTS NATIONAL BONDING, INC. -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

Secretary

POA 0018 (6/24)

MERCHANTS BONDING COMPANY

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
P.O. BOX 14498 · DES MOINES, IOWA 50306-3498 · (800) 678-8171 · (515) 243-3854 FAX

TEXAS ENDORSEMENT

The following has been added, and supersedes any provision to the contrary.

The following actions shall be commenced within 2 years and 1 day from the date the cause of action first accrues:

1. Any claim, action, suit or proceeding against the Surety.

SUP 0130 TX (2/21)

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

NOTICE TO BOND HOLDER – RETAIN THIS PAGE FOR YOUR RECORDS

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

To get information or file a complaint with your insurance company or HMO:

Merchants Bonding Company (Mutual)

Call: Compliance Officer at (800) 671-8171
Toll-free: (800) 671-8171
Email: regulatory@merchantsbonding.com
Mail: P.O. Box 14498, Des Moines, Iowa 50306-3498

To get insurance information, you may also contact your agent:

Higginbotham Insurance Agency Inc

Call: (817) 336-2377

Mail: PO Box 908 Fort Worth, TX 76101

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance,

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Merchants Bonding Company (Mutual)
Llame a: Compliance Officer al (800) 671-8171
Teléfono gratuito: (800) 678-8171
Correo electrónico: regulatory@merchantsbonding.com
Dirección postal: P.O. Box 14498 , Des Moines, Iowa, 50306-3498

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance, PO Box 12030, Austin, TX 78711-2030

SUP 0032 TX (11/23)

INTERLOCAL AGREEMENT FOR
Statewide Emergency Radio Infrastructure (SERI)

Article 1: Parties & Purpose

1.1 That the Sub-Grantee Agency, North Central Texas Council of Governments (called NCTCOG hereafter), a Regional Planning Commission as described in Article 1011m V.A.C.S. and **Parker County,** (called Local Government hereafter) a Governing Body in the NCTCOG region, also existing pursuant to the laws of the State of Texas, hereby agree to the conditions as follows:

1.2 This contract is in aid of the Office of the Governor (OOG), Public Safety Office (PSO) Fund Source: RI-SERI (Statewide Emergency Radio Infrastructure), **Project Title: Parker County North Texas Interoperable Radio Network Infrastructure Project, 5188501.** As outlined in the Statement of Grant Award (SOGA) **(Attachment A)**

Article 2: Effective Date and Terms

2.1 It is understood by all parties that payment obligations created by this agreement are conditioned upon (1) the availability of State or Federal funds appropriated or allocated for the payment of such obligations and (2) pending review and approval of all invoices for payment to the Local Government by NCTCOG. The term of this agreement shall be from **October 1, 2024 to August 31, 2026**, unless extended or terminated via the OOG and NCTCOG.

2.2 NCTCOG is responsible for closely monitoring the procurement of equipment by the Local Government and the exercise of reasonable care to enforce all terms and conditions of the grant and all required purchasing procedures, per the OOG. The Local Government agrees to (1) fully cooperate in the purchasing requirements of the grant, (2) understands they cannot purchase any items, to be applied against this grant, until NCTCOG has reviewed the items for eligibility first and (3) must receive approval from NCTCOG before purchasing any items needing reimbursement. **(Attachment B)**

2.3 Requirements of the Texas Grant Management Standards (TxGMS) promulgated pursuant to Section 783, of the Government Code are adopted by reference as part of this contract, including the contract provision as in: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Article 3: Following Grant and State Requirements

3.1 Local Government must comply to all applicable laws including, but are not limited to, the Statement of Grant Award, Grant Conditions of Funding, Texas Government Code (including Texas Grant Management Standards (TxGMS)), Chapter 783 and Title 1, Part 1, Chapter 5, Subchapter A, Division 4, Texas Administrative Code; Preservation and Management of Local Government Records Act, Chapter 441, Subchapter J; and Resolution of Certain Contract Claims Against the State, Chapter 2260); Texas Local Government Code (including Regional Planning Commissions Act, Chapter 391). : 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

3.2 Any new or amended OOG policy or procedure shall be enforceable against the Local Government 30 days following the date of its adoption unless NCTCOG finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. NCTCOG shall provide local government written notice of all new or amended policies, procedures, or interpretations of OOG rules via email, the Statement of Grant Award, Conditions of Funding or Budgeted Line Items within a reasonable time after adoption, and in any event at least 10 days prior to the time such policies or procedures are enforceable against the Local Government.

3.3 Local Government must reimburse NCTCOG and/or the OOG for damage to all equipment caused by intentional misconduct, abuse, misuse or negligence by employees or other persons under its supervision. This does not include ordinary wear and tear due to day to day use of equipment. Pursuant to Local Government's Charter, the Parker County Commissioners Court or designee may review, examine or audit all documents supporting such reimbursement.

Article 4: Program Deliverables

Local Government agrees to:

4.1 Perform bid and Request for Proposals process before ordering equipment in adherence to the Texas Grant Management Standards (TxGMS)

4.2 Follow all legal requirements including all state and local laws for procuring all equipment.

4.3 Shall provide originals or copies of all Records to NCTCOG after installation of equipment is completed. Shall permit NCTCOG and/or the OOG or its designee to audit and inspect Records related to this agreement at any time. Shall provide reasonable access to all Records required to accomplish an OOG review of activities, services, expenditures, and the accuracy of reviews and reports. Shall provide reasonable access to its employees and equipment by the OOG or other designated representatives of the OOG. Access to Records is not limited to the required retention periods. NCTCOG and/or the OOG and any of its authorized representatives shall have access to any and all Records, for any reason, upon request for as long as the records are maintained.

4.4 Shall retain the Records per guidance in 2 CFR part 200, Subpart D, Record Retention and Access (200.334) for a period of **three (3) years** *after the final payment by the OOG* under the terms of this agreement with the following qualification: if any audit, claim, or litigation is initiated before the expiration of the three-year period, the Records shall be retained until the audit, claim, or litigation is resolved or until the end of the regular three-year period, whichever is later. At the end of the three-year period, the Local Government shall request disposition instructions for the Records from the OOG and shall dispose of the Records in accordance with OOG's instructions.

4.5 Shall take the responsibility to train all users on the use of all equipment purchased under this agreement.

4.6 Shall maintain supporting infrastructure and equipment that grant funded equipment is dependent upon; repeater rooms, towers, etc. including purchasing any supplies, electricity, batteries, etc. to continue the operation of equipment.

4.7 Shall complete and certify to the Prohibited Telecommunications and Video Surveillance Services and Equipment Certification Form, per the OOG. **(Attachment C)**

4.8 Shall complete and adhere to the Post Award Procurement Questionnaire, per the OOG. **(Attachment D)**

Article 5: Ownership, Transference & Disposition of Equipment

5.1 NCTCOG and the Local Government shall comply with the Applicable Law, with regards to the ownership, transfer of ownership, and/or control of equipment acquired with SERI grant funds in connection with this procurement. NCTCOG may agree to transfer ownership to the local government according to established policy.

5.2 Ownership and transfer-of-ownership documents shall be prepared by NCTCOG and signed by both parties upon establishing ownership or transference of ownership of any such grant funded equipment in accordance with TxGMS and the State Comptroller of Public Accounts. **(Attachment E)**

5.3 Replacement insurance on Grant funded equipment shall be purchased and maintained by the local government for equipment transferred to local government ownership.

Article 6: Inventory & Security

Local Government Agrees to:

6.1 Maintain a current inventory of all grant funded equipment consistent with Applicable Law, and a physical inventory shall be conducted annually.

6.2 Tag all equipment with identification labels that include an inventory number and tag must say “purchased with SERI Grant Funds” and submit inventory list to NCTCOG annually.

6.3 Report any lost, stolen or failing equipment to NCTCOG as soon as possible.

6.4 Protect the Equipment by implementing measures that secure the equipment against unauthorized entrance or use and ensure that sufficient security exists to safeguard the equipment against loss, damage or theft.

6.5 Operate equipment within local standard procedures and take appropriate security measures as may be necessary to ensure third-party software applications cannot be integrated into any radio equipment.

Article 7: Financial Non-Compliance

7.1 Local government shall reimburse NCTCOG and/or the OOG, as applicable, when Grant Funds are used in noncompliance with Applicable Law.

7.2 Such reimbursement of Funds to NCTCOG and/or OOG, as applicable, shall be made by the Local Government within 60 days after demand by NCTCOG/OOG, unless an alternative repayment plan is approved by NCTCOG and then submitted to OOG for approval.

7.1 Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 8: Nondiscrimination and Equal Opportunity

8.1 NCTCOG and Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 9: Suspension for Unavailability of Funds

9.1 Local Government acknowledges that NCTCOG’s sole source of funding for this agreement is from SERI grant funding through the OOG. If grant funds are not paid to NCTCOG, from the OOG, payment of invoices will not be reimbursed.

Article 10: Indemnification

10.1 To the extent authorized by law, each party agrees to hold the other harmless and agrees to defend its own governing body members, officers and employees, against any claim, suit or administrative proceeding, and to be responsible for any liability including all costs, expenses, and reasonable attorney’s fees incurred arising out of an act or omission of its own governing body, any officer, employee or agent in carrying out this Agreement to the extent the party would be liable under Texas or federal law. The parties agree that any liability or damages as stated above occurring during the term of this Agreement caused by the joint or comparative negligence of their employees, agents and officers shall be determined in accordance with the comparative responsibility laws of the State of Texas.

Article 11: Miscellaneous

11.1 Each individual signing this Agreement, on behalf of a party, warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement: (Attachment A); (Attachment B); (Attachment C); (Attachment D); and (Attachment E).

18.6 This Agreement is binding on, and to the benefit of, the parties' successors in interest and is executed in duplicate originals.

NCTCOG

By:_____ Date_____
Michael Eastland, NCTCOG Executive Director

PARKER COUNTY

By: _____ Date:_____
Parker County Authorized Official

(Attachment A)

Statement of Grant Award:

The Statement of Grant Award is the official notice of award from the Office of the Governor (OOG). This Grant Agreement and all terms, conditions, provisions and obligations set forth herein shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns and all other State of Texas agencies and any other agencies, departments, divisions, governmental entities, public corporations, and other entities which shall be successors to each of the Parties or which shall succeed to or become obligated to perform or become bound by any of the covenants, agreements or obligations hereunder of each of the Parties hereto.

The approved project narrative and budget for this award are reflected in eGrants on the 'Narrative' and 'Budget/Details' tabs. By accepting the Grant Award in eGrants, the Grantee agrees to strictly comply with the requirements and obligations of this Grant Agreement including any and all applicable federal and state statutes, regulations, policies, guidelines and requirements. In instances where conflicting requirements apply to a Grantee, the more restrictive requirement applies.

The Grant Agreement includes the Statement of Grant Award; the OOG Grantee Conditions and Responsibilities; the Grant Application in eGrants; and the other identified documents in the Grant Application and Grant Award, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code, Title 34, Part 1, Chapter 20, Subchapter E, Division 4 of the Texas Administrative Code, and the Texas Grant Management Standards (TxGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made, and for federal funding, the Funding Announcement or Solicitation under which the OOG was awarded funds; and any applicable documents referenced in the documents listed above. For grants awarded from the U.S. Department of Justice, the current applicable version of the Department of Justice Grants Financial Guide and any applicable provisions in Title 28 of the CFR apply. For grants awarded from the Federal Emergency Management Agency (FEMA), all Information Bulletins and Policies published by the FEMA Grants Program Directorate apply. The OOG reserves the right to add additional responsibilities and requirements, with or without advance notice to the Grantee.

By clicking on the 'Accept' button within the 'Accept Award' tab, the Grantee accepts the responsibility for the grant project, agrees and certifies compliance with the requirements outlined in the Grant Agreement, including all provisions incorporated herein, and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Grant Number:	5188501	**Award Amount:**	$1,750,000.00
Date Awarded:	9/1/2024	**Grantee Cash Match:**	
Grant Period:	09/01/2024 - 08/31/2026	**Grantee In Kind Match:**	
Liquidation Date:	11/29/2024 11/29/2026	**Grantee GPI:**	
Program Fund:	RI-Radio Infrastructure (Incident Based Reporting and Interoperable Communication Systems)	**Total Project Cost:**	$1,662,500.00
Grantee Name:	North Central Texas Council of Governments		
Project Title:	Parker County North Texas Interoperable Radio Network Infrastructure Project		
Grant Manager:	Jim Hershey		
Unique Entity Identifier (UEI):	P18BK5F8VPN3		

CFDA:	N/A
Federal Awarding Agency:	N/A - State Funds
Federal Award Date:	N/A - State Funds

Federal/State Award ID Number:	2023-RI-ST-0024 2025-RI-ST-0024
Total Federal Award/State Funds Appropriated:	$10,000,000.00 $20,000,000.00
Pass Thru Entity Name:	Texas Office of the Governor – Homeland Security Grants Division (HSGD)
Is the Award R&D:	No
Federal/State Award Description:	To enable local law enforcement agencies to upgrade their technology infrastructure to allow for and support the submission of data to the Uniform Crime Reporting (UCR) Incident Based System (NIBRS), particularly solutions that support the subsequent submission of incident data to the National Data Exchange (N-DEx). This program is a partnership between the Office of the Governor, Public Safety Office (PSO), and the Texas Department of Public Safety (DPS).

CONDITIONS OF FUNDING

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement
Other Condition of Funding. Indirect Rate: This project includes indirect costs. Please upload a copy of the approval letter from your cognizant agency indicating the approved indirect rate to eGrants at https://eGrants.gov.texas.gov.
Interoperability Standards SWIC Review: Any communications equipment or technologies purchased must comply with the interoperability standards established within the Texas Statewide Communications Interoperability Plan (TSCIP). All radios purchased must: a) follow the Statewide Radio ID Management Plan; b) be programmed following the Statewide Interoperability Channel Plan, and c) include encryption options capable of Advanced Encryption Standard (AES) encryption, IF encryption is being purchased. Grantees must coordinate with the Statewide Interoperability Coordinator (SWIC) for review of planned equipment purchases when using grant funds to buy mobile radios, portable radios, or repeaters. Steps for securing SWIC review and approval may be found here.
Procurement Questionnaire: Grantees must upload to the Upload.Files tab in eGrants, the completed OOG-prescribed Post-Award Procurement Questionnaire when a procurement is expected to exceed $250,000. In addition, OOG may require the grantee to submit supporting documentation on a case-by-case basis.
Resolution: Applications from nonprofit corporations, local units of governments, and other political subdivisions must submit a resolution electronically using the 'Upload' function in the eGrants system. The resolution must contain the following: • Authorization by your governing body for the submission of the application to OOG that clearly identifies the name of the project for which funding is requested; • A commitment to provide all applicable matching funds; • A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update OOG should the official change during the grant period.); and • A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to OOG.
Please be advised that OOG has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and Clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.
Other Condition of Funding. Indirect Rate Expiration Notice: Indirect costs are allowable under this program. With the exception of subrecipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), subrecipients must have an approved indirect cost rate agreement with their cognizant agency to charge indirect costs to this award. A copy of the approval letter from your cognizant agency must be uploaded to this grant record. The indirect cost rate cited in the budget denotes the approved indirect rate at the time the subgrant was awarded. It is the subrecipient's responsibility to ensure the appropriate indirect rate is charged throughout the term of the grant award even if the approved indirect rate expires or changes during the grant period. Indirect costs are subject to monitoring and the subrecipient must be able to produce evidence of an approved indirect cost rate upon request.

Budgeted Line Items

Budget Category	Budget Item	Budget Item Description	Percent or Unit	Total
Contractual and Professional Services	Consultant	This includes professional services for a consultant to provide project management, reprogram Parker County's zone core, reprogram Parker County's five radio sites, reprogram EOC dispatch site, reprogram Sheriff's Office dispatch site, reprogram Lifecare's dispatch site, reprogram Weatherford's dispatch site, reprogram Weatherford's Radio Site, IP Plan development, install, configure and optimize two microwave links (includes physical path surveys), install and configure edge / hub routers and exit routers, system cutover management, acceptance test plan, final documentation, and any training needed on new equipment.	1	$1,262,500.00
Equipment	Microwave Link Radio	Purchase of two licensed microwave links, edge and hub routers with firewall, and exit routers.	1	$400,000.00

(Attachment B)

Certification of Purchasing

The Local Government agrees to (1) fully cooperate in the purchasing requirements of the grant, (2) understands they cannot purchase any items, to be applied against this grant, until NCTCOG has reviewed the items for eligibility first and (3) must receive approval from NCTCOG before purchasing any items needing reimbursement.

I hereby certify that **Parker County** will:

- adhere to the purchasing requirements, including but not limited to the Texas Grant Management Standards (TxGMS) and 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- submit all required procurement documentation and invoices to NCTCOG, for review, prior to purchase;
- obtain approval from NCTCOG before purchasing any items/equipment;
- that all items/equipment purchased were not used to supplant previously budgeted funds or requested from any other State or Federal grant; and,
- promptly reimburse NCTCOG any grant funds paid that are later determined by OOG as disallowed costs based on noncompliance to the requirements herein

PARKER COUNTY

By:_____
Parker County Authorized Signatory

Date:_____

(Attachment C)

Office of the Governor
Public Safety Office – Prohibited Telecommunications and Video Surveillance Services and Equipment Certification Form

Entity Name: North Central Texas Council of Governments
Name of Authorized Official: Michael Eastland
Title of Authorized Official: Executive Director
Entity Name: Parker County
Name of Authorized Official: James Caywood
Title of Authorized Official: IT Director

Certification Required by Authorized Official designated by the Governing Body

In my capacity as an Authorized Official for a grant awarded to the above entity, I hereby certify to the following:

In order to comply with section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No.115-232 (2018), my entity will not use grant funds to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Per section 889(f)(2)-(3) of the FY 2019 NDAA, covered equipment or services means:
i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

(Next Page is Signatory Page)

Attachment C Signatory Page

NCTCOG, Authorized Official	Date
Parker County, Authorized Official	Date

(Attachment D)

POST-AWARD PROCUREMENT QUESTIONNAIRE

OFFICE OF THE GOVERNOR * Public Safety Office (PSO) * P.O. BOX 12428 AUSTIN, TEXAS 78711
(512) 463-1919 * FAX: (512) 475-2440 * https://eGrants.gov.texas.gov

This form along with supporting documentation **MUST** be completed by the designated grant financial officer and submitted to the Governor's Office before obligating grant funds for a single procurement of goods (including equipment) and/or services **expected to exceed the Simplified Acquisition Threshold**.

PART I: OOG GRANT INFORMATION

Grantee Name:	North Central Texas Council of Governments			
Project Title:	Parker County North Texas Interoperable Radio Network Infrastructure Project			
Grant Number *(ex: 16000-02)*:	5188501			
Project Period:	From: 9/1/2024		To: 8/31/2026	

PART II: VENDOR INFORMATION

Vendor Name:	Parker County			
Contract Period (N/A for Equipment):	From: 09/01/2024		To: 8/31/2026	
Grantee-Defined Budget Line Item Description:	This includes professional services for a consultant to provide project management, reprogram Parker County's zone core, reprogram Parker County's five radio sites, reprogram EOC dispatch site, reprogram Sheriff's Office dispatch site, reprogram Lifecare's dispatch site, reprogram Weatherford's dispatch site, reprogram Weatherford's Radio Site, IP Plan development, install, configure and optimize two microwave links (includes physical path surveys), install and configure edge / hub routers and exit routers, system cutover management, acceptance test plan, final documentation, and any training needed on new equipment. Purchase of two licensed microwave links, edge and hub routers with firewall, and exit routers.			
Item Amount ($):	$1,662,500.00			

PART III: Procurement INFORMATION

1. What procurement procedures are used by the grantee agency (SELECT One)?		
■ State ☐ Local Other *(please DESCRIBE)*:		
2. Are the proposed procurement procedures compliant with federal, state and local laws and regulations and the standards identified in the Uniform Grant Management Standards (SELECT One)?	■ Yes	☐ No
3. For purchases expected to exceed the Simplified Acquisition Threshold, SELECT ***any*** of the following conditions that apply:		
a) The procurement is to be awarded without competition and/or only one bid or offer was received in response to a solicitation. **If YES:**	☐ Yes	☐ No
i. Was the purchase made through/from:		
• An authorized cooperative purchasing program,	☐ Yes	☐ No
• Federal supply schedules of the United States General Services Administration, or	☐ Yes	☐ No
• A vendor listed on a schedule developed by the Texas Facilities Commission?	☐ Yes	☐ No

If Yes to any of the above 3 conditions the requirement for competitive bids is satisfied. ii. If ALL responses under i. are **NO**, do any of the following conditions apply:		
• Item or service is available only from a single source, ***If YES**, ATTACH documentation supporting this assertion.*	☐ Yes	☐ No
• A true public exigency or emergency exists, or ***If YES**, ATTACH a statement describing emergency and need for item/service.*	☐ Yes	☐ No
• After competitive solicitation, competition is considered inadequate. ***If YES**, ATTACH a statement describing solicitation process and results.*	☐ Yes	☐ No
b) The procurement specifies a "brand name" product. ***If YES**, ATTACH a statement describing why "equal" products from other companies are either not available or have been precluded from consideration.*	☐ Yes	☐ No
c) The proposed contract/ purchase is to be awarded to an entity other than the evident low bidder under a sealed bid procurement. ***If YES**, ATTACH a statement describing the low bidder's non-conformance with the bid specifications and/or inability to meet the requirements/deliverables.*	☐ Yes	☐ No

If the answer is '<u>Yes</u>' to statements 3 a)ii, b), or c) above, grantees must submit the requested <u>written justification</u> prior to the obligation or expenditure of grant funds. Upon request from PSO, grantees must also submit procurement documents, such as requests for proposals or invitations for bids, independent cost estimates, etc.

PART IV: CONFLICTS OF INTEREST

1. Any employee, officer, agent, or any member of their immediate family who has a financial or other interest in any prospective vendor WILL BE EXCLUDED from participating in the selection, award, or administration of the contract.	☐ Yes	☐ No
2. Any contractors involved in the development of the procurement WILL BE EXCLUDED from bidding or proposal submission.	☐ Yes	☐ No

PART V: CONTRACT MONITORING INFORMATION

1. If the procurement involves a contract:		
a) Has the awarding agency established a contract monitoring function to regularly ensure that deliverables are being provided as specified in the contract?	☐ Yes	☐ No
b) Has the awarding agency established a process to regularly document the results of contract monitoring reviews?	☐ Yes	☐ No
c) Has the awarding agency created a filing system to maintain all files and results of contract monitoring reviews?	☐ Yes	☐ No

PART V: AUTHORIZING SIGNATURE

I certify that to the best of my knowledge and belief this questionnaire and any supporting documentation is correct and complete.

Printed Name of NCTCOG Financial Officer	Signature of NCTCOG Financial Officer	Date
Printed Name of Parker County Financial Officer	Signature of Parker County Financial Officer	Date

(Attachment E)

Regional Equipment Transfer MOU

Instructions: This form was developed by a Texas Association of Regional Councils (TARC) working group in consultation with the Office of the Governor, Public Safety Office and may be used for the transfer of equipment purchased with federal grant funds. **This form should be used as a template and is only intended to serve as a guide. Each transfer should be evaluated on a case by case basis to determine if the use of this form is appropriate. The parties to the agreement should consult their own local legal counsel and/or compliance officials to determine the appropriateness of the content for each jurisdiction.**

Additional equipment transfer requirements and information may be found in the PSO General FAQs under "Forms and Guides". Specific questions pertaining to the transfer of equipment may be directed to the Office of the Governor, Public Safety Office.

Multiple items may be transferred using a single form, provided all required information for each piece of equipment being transferred is included. When completing this form be sure to include:

*Sub-recipient information * Receiving jurisdiction information *Applicable attachments * **ALL** required equipment information *Any additional responsibilities for either party, sub-recipient and receiving jurisdiction *Signatures from both the sub-recipient and receiving jurisdictions

Both parties are required to sign the document when the actual physical transfer takes place.

Regional Equipment Transfer MOU Between (NCTCOG) as the Sub-Recipient and (NCT Jurisdiction) Receiving Jurisdiction/Agency

Purpose

This Memorandum of Understanding (MOU) sets forth the terms, conditions and understanding between {Sub-Recipient} and the {Receiving Jurisdiction/Agency} in regard to transferring and receiving equipment purchased with State and/or Federal grant funds.

Duration

This MOU shall become effective upon signature by the authorized officials from each party and may be modified, and/or terminated, upon mutual consent of both authorized officials.

Certification

This certifies that the equipment being transferred was acquired by the expenditure of grant funds awarded to the Sub-recipient.

The Receiving Jurisdiction/Agency certifies that they will follow the Conditions and Responsibilities outlined in the interlocal agreement and have knowledge of, and are in compliance with the laws, rules and regulations of the grant, including compliance with all state and federal grant eligibility requirements.

The Receiving Jurisdiction/Agency further certifies that they have received a copy of the Sub-Recipient's Grant Award **(Attachment A)** and agrees to be bound by all the contract covenants and exhibits to the Sub-Recipient's award and any modifications or amendments to that award. Sub-Recipient certifies that all Grant Award documents and amendments are included in the Interlocal Agreement.

The Sub-Recipient and Receiving Jurisdiction/Agency further certify that they are duly authorized and empowered by their governing body to enter into this agreement.

Equipment being transferred: ***(Note:*** *When transferring multiple equipment items under this MOU, it is acceptable to append an attachment to this agreement containing the information noted below for each item.)*

Item Description: _____
Inventory Number: _____
Serial Number/VIN: _____
Model Number: _____
Acquisition Date: _____
Unit Cost/Fair Market Value: _____
% of Cost Federally Funded: _____
Grant Year/Program: _____
FAIN: _____
eGrants Grant Number: _____

Sub-recipient Responsibilities: The Sub-recipient agrees to: Notify receiving jurisdiction/agency of any known modifications to applicable award requirements within 15 business days of receipt.

Receiving Jurisdiction/Agency Responsibilities: The Receiving Jurisdiction/Agency agrees to:

- Maintain compliance with the requirements of federal and state granting agencies;
- Maintain all aspects of the asset including property records, physical inventory, control system, maintenance procedures, records retention, disposition, and comply with all grant requirements;
- Make available to federal and state granting agencies or the Texas State Auditor's Office, or designees of these agencies, any equipment items and related records upon request;
- Ensure the Sub-recipient is notified {INSERT WHO (sub-recipient contact) and HOW (method of notification, such as email or mailing address)} when pass-through equipment is disposed of by the receiving entity in accordance with 2 CFR 200.313 (e) and the Uniform Grant Management System (UGMS), Subpart C, Section_.32 (e) Disposition;
- Ensure the equipment is maintained in good working order;
- Ensure a physical inventory is conducted every year;
- Ensure the equipment is used only as allowable under the grant; and
- Ensure any deployable equipment will be made available during an event requiring a regional, statewide, or national response.

Date of Transfer: _____

Certified & Agreed by:

Agency Name (Sub-Recipient)	Address	
Authorized Official (Printed Name)	Authorized Official Signature	Date

Certified & Agreed by:

Receiving Agency	Address	
Authorized Official (Printed Name)	Authorized Official Signature	Date

ANTENNA AND EQUIPMENT SPACE LEASE

Between

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

And

TRI-COUNTY ELECTRIC COOPERATIVE, INC.

Lease No. 697DCM-20-L-00127
(FTW) Remote Beacon Performance Monitor (RBPM)
Azle, Texas

SECTION 1 - OPENING

6.1.1 Preamble (JAN 2017)

This Lease is hereby entered into by and between Tri-County Electric Cooperative, INC., hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the Government. The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other.

6.1.2 Succeeding Lease (JAN 2015)

This Lease succeeds Lease No. DTFACN-15-L-00237 and all other previous agreements between the parties for the leased property described in this document.

6.1.3 Witnesseth (JAN 2015)

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

6.1.4 Description (OCT 1996)

The Lessor hereby leases to the Government the following described premises which shall be related to the FAA's activities in support of Air Traffic Operations: Space at the 202-foot level on Tri-County Electric Cooperative, Inc. Smith Peak tower located at 12000 FM 730 South, Azle, Texas, together with ground space for a 5'6" x 7'0" x 6" concrete slab, situated thirteen (13) feet due East of center of tower shelter and three (3) feet West Northwest of tower foundation for the Government's electrical equipment cabinet and battery box. In addition, space at the 77-foot level on the east side of the tower to accommodate a 30-inch diameter parabolic reflector and associated self-contained equipment.

SECTION 2 - TERMS

6.2.5 Term (AUG 2002)

To have and to hold, for the term commencing on October 1, 2020 and continuing through Septembers 30, 2025 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

6.2.6 Consideration (JUL 2017)

The Government shall pay the Lessor rent for the premises in the amount of $6,920.00 per annum, payable to Tri-County Electric Cooperative, INC., at the quarterly rate of $1,730.00. Payment shall be made in arrears, without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this Lease. Payments shall be considered paid on the day an electronic funds transfer is made.

6.2.7 Cancellation (JUL 2017)

The Government may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 30 days before the effective termination date.

6.2.14 Holdover

If after the expiration of the Lease, the Government shall retain access to the leased tower and ground space for the Government's use and will continue as such on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

6.2.16 Lessor's Successors (JUL 2017)

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

GRC-1 – Coordination – The FAA will receive permission from the lessor prior to installing any new equipment at this site. Such permission will not be unreasonably withheld.

SECTION 3 - GENERAL CLAUSES

3.2.5-1-RE Officials Not to Benefit (OCT 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

3.3.1-15-RE Assignment of Claims (OCT 1996)

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign its rights to be paid under this lease.

6.3.10 Maintenance of Premises (JAN 2017)

The Lessor will maintain the demised premises, including the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor shall

ensure that all hazards associated with electrical equipment are marked in accordance with the Occupational Safety and Health Administration (OSHA) requirements and National Fire Protection Association (NFPA) 70 electrical code.

6.3.16 Failure in Performance

In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this Lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government must give Lessor written notice before performing the service, providing the item, or meeting the requirement. The Lessor shall remedy the service, provide the item or meet the requirement within 10 working days from written notice or the Government will perform the service, provide the item or meet the requirement. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this Lease.

6.3.17 No Waiver (OCT 1996)

No failure by the Government to insist upon strict performance of any provision of this Lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

6.3.18-3 Restoration (JUL 2017)

A. The Government shall surrender possession of the premises upon the date of expiration or termination of this Lease. If the Lessor provides written notice, prior to the date of expiration or termination, requesting restoration of the premises, the Government at its option shall within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

1. Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this Lease or any preceding lease (ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control, excepted) or,

2. The FAA may also elect to offer abandonment of installed real property improvements in lieu of restoration or some combination of abandonment and restoration as determined by mutual agreement with the owner, so long as it is determined by the RECO to be in the best interests of the Government
or,

3. Make an equitable adjustment in the lease amount for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less. Should a mutually acceptable settlement be made, the parties shall enter into a supplemental agreement hereto effecting such agreement.

B. In the event that the Government has to make payment under this clause, such payments will not exceed appropriations available at the time of the restoration in violation of the Anti-Deficiency Act.

C. Nothing in this Lease may be considered as implying that Congress will, at a later date, appropriate funds sufficient to meet the deficiencies.

6.3.26 Damage by Fire or Other Casualty (OCT 1996)

If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenantable as determined by the Government, the Government may terminate the Lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due

6.3.28 Interference (OCT 2008)

Should there be interference with the Lessor's facility due to the FAA operations, the FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment, then the Lessor will correct the problem immediately.

6.3.30 Hold Harmless (OCT 1996)

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

6.3.31 Default by Lessor (OCT 1996)

Each of the following shall constitute a default by Lessor under this Lease:

A. If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time.

B. Failure to maintain, repair, operate or service the premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required, provided such failure which shall remain uncured for a period of time as specified by the RECO, following Lessor's receipt of written notice thereof from the RECO.

C. Repeated failure by the Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

6.3.32 Compliance with Applicable Laws (OCT 1996)

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.

6.3.33 Covenant Against Contingent Fees (AUG 2002)

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

6.3.34 Anti-Kickback (JAN 2017)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

6.3.35 Examination of Records (AUG 2002)

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this Lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

6.3.39 Integrated Agreement (OCT 1996)

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

6.3.44 Inspection (OCT 1996)

The Government reserves the right, at any time after the Lease is signed and during the term of the Lease, to inspect the leased premises and all other areas of the building to which access is necessary, to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this Lease. The Government shall have the right to perform sampling of suspected hazardous conditions.

6.3.45 Contract Disputes (JAN 2017)

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

SECTION 4 - FINANCIAL CLAUSES

6.4.1 System for Award Management - Real Property - SAM Waiver (JAN 2017)

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

6.4.2 Payment by Electronic Funds Transfer (JAN 2017)

All payments by the Government under this Lease will be made by electronic funds transfer (EFT). The Government will make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing federal payments through the ACH are contained in 31 CFR Part 210. The Lessor is responsible for maintaining correct payment information with the

Government. If the Lessor's EFT information is incorrect or outdated, the Government is not required to make payments to the Lessor until correct/current EFT information is submitted to the Government for payment distribution.

SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES

6.7.1-1 Services and Utilities (JAN 2017)

Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.
- ELECTRICITY

SECTION 10 - CLOSING

6.10.1 Notices (JUL 2017)

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

TO THE LESSOR:
Tri-County Electric Cooperative, Inc.
200 Bailey Ranch Road
Aledo, Texas 76008

TO THE GOVERNMENT:
Department of Transportation
Federal Aviation Administration
Real Estate Branch, AAQ-920
10101 Hillwood Parkway
Fort Worth, Texas 76177

6.10.3 Signature Block (JUL 2017)

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

TRI-COUNTY ELECTRIC COOPERATIVE, INC.

By: _____

Print Name: Darryl Schriver

Title: General Manager and Chief Executive Officer

Date: 8-20-20

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

Glen D. Batts
Glen D. Batts
Real Estate Contracting Officer

Date: 08/26/2020

CORPORATE CERTIFICATE

On this 20th day of August, 2020, I, certify that I am the CEO/General Mgr. of the corporation named in the attached agreement; that, in accordance with this Certificate, the corporation is in good standing with the State Corporation Commission, or other regulatory authority; that Darryl Schriver who signed said agreement on behalf of the corporation is General Manager and Chief Executive Officer of said corporation; that said agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Signed _____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

___ - ___ - ____

or

Employer identification number

__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under *"By signing the filled-out form"* above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

U.S. Department of Transportation
Federal Aviation Administration

VENDOR/MISCELLANEOUS PAYMENT INFORMATION FORM

INSTRUCTIONS: Offeror/Vendor must read the detailed instructions found at the end of the document, fill in all applicable boxes, and provide to the Real Estate Contracting Officer.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY: Federal Aviation Administration

AGENCY IDENTIFIER:	AGENCY LOCATION CODE (ALC):	ACH FORMAT:
FAA	69-00-1104	☐ CCD+ ☐ CTX ☐ CTP

ADDRESS:

CONTACT PERSON NAME:	TELEPHONE NUMBER:
9-WSA-Payment-Team@faa.gov	(206) 231-3410

ADDITIONAL INFORMATION (Assigned payee vendor number, etc.):

PAYEE/COMPANY INFORMATION

BUSINESS NAME:	SSN or TAXPAYER ID NO.

SOLE PROPRIETOR NAME (If different from above):	BUSINESS STATUS: {Check here if **previously provided** ☐} ☐ Individual/Sole Proprietor ☐ Corporation ☐ Partnership ☐ Other (please specify) _____

ADDRESS:

CONTACT PERSON NAME:	TELEPHONE NUMBER: ( )

Are you subject to "backup withholding" per Internal Revenue Code Sec. 6041 or 6041A(a)? Please check one box below:

☐ I am Exempt from Backup withholding ☐ I have not been notified by IRS that I am subject to Backup Withholding as a result of failure to report all interest or dividends ☐ the IRS has notified me that I am no longer subject to backup withholding.

TIN Certification. Under penalties of perjury, I certify that the number shown above is my correct TIN (or I am waiting for a number to be issued to me), and the backup withholding status as marked above is correct.

Signature ▸ _____ Date ▸ _____

FINANCIAL INSTITUTION INFORMATION	
BANK NAME:	**If previously enrolled** in the ACH Program at this site, please check this box ☐
ADDRESS:	
NINE-DIGIT ROUTING TRANSIT NUMBER:	
NAME ON ACCOUNT TITLE:	
ACCOUNT NUMBER:	
TYPE OF ACCOUNT: ☐ CHECKING ☐ SAVINGS ☐ LOCKBOX	

FORM INSTRUCTIONS:

This form is to be used only for those vendors that have been granted a waiver from registration in the System for Award Management (SAM).

This form is used for both Taxpayer Identification Number (TIN) notification and Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579) and the Debt Collection Improvement Act of 1996 (P.L. 104-134, Ch. 10). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 7701, 31 CFR 210, and Internal Revenue Code 6109. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. The FAA will use the TIN information for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government. Failure to provide the information may delay or prevent the receipt of payments through the Automated Clearing.

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0595. Public reporting for this collection of information is estimated to be approximately 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524

Jamie Tierce

From: James Caywood
Sent: Wednesday, October 23, 2024 3:03 PM
To: John Forrest; Jamie Tierce
Cc: Kim Rivas
Subject: Fw: FAA Lease
Attachments: (FTW) Fort Worth (Axle) TX RBPM.pdf; W9 form.pdf; Vendor Misc. Payment Information Form 10.2022.docx

John, can we look over and get on the next court, if possible, to start receiving money from the FFA for leasing of equipment at the Smith Tower.

James

From: Michael Baldwin <mbaldwin@weatherfordtx.gov>
Sent: Wednesday, October 23, 2024 2:59 PM
To: James Caywood <james.caywood@parkercountytx.com>
Cc: Ian Christiansen <Ian.Christiansen@parkercountytx.com>; Ben Overholt <Ben.Overholt@parkercountytx.com>; April Baldwin ESD <abaldwin@pcesd1.com>
Subject: FW: FAA Lease

James,

Attached is the lease from FAA along with the paperwork they need to get the quarterly payments sent to you for the lease fee. I show a forward symbol on the email, but can't find it in my sent folder. Just wanted to make sure you received it. They are paying $6,920 annually.

Thank you,

Michael Baldwin

WEATHERFORD

From: Blanco, Jana (FAA) <Jana.Blanco@faa.gov>
Sent: Tuesday, October 8, 2024 08:56
To: Michael Baldwin <mbaldwin@weatherfordtx.gov>
Cc: Mata, Roger A (FAA) <roger.a.mata@faa.gov>
Subject: FAA Lease

Good Morning,

Thank you for talking with me this morning. Please find attached a copy of the Lease with the FAA. Also, please find attached a Vender Misc. Payment form, along with a W9 form.

ANNEX U
LEGAL

PARKER COUNTY

APPROVAL & IMPLEMENTATION

Annex U

Legal

John Forrest County Attorney	Date
Jason Lane Emergency Management Coordinator	Date
Pat Deen County Judge	Date

RECORD OF CHANGES

Annex U

Legal

Change #	Date of Change	Entered By	Date Entered
1	Oct. 9,2001	Brad Cathey	Oct.9,2001
2	May 15, 2006	Janice Stroud	May 15, 2006
3	August 14, 2009	Janice Stroud	August 14, 2009
4	June 28, 2019	Kit Marshall	June 28, 2019
5	October XX, 2024	Jason Lane	October XX, 2024

ANNEX U
LEGAL

I. AUTHORITY

A. See Section I of the Basic Plan for general authorities.

B. Texas Government Code, Chapter 791 (Interlocal Cooperation Contracts).

C. Texas Local Government Code, Chapter 203 (Management and Preservation of Records) and Chapter 229 (Miscellaneous Regulatory Authority of Municipalities).

D. Texas Local Government Code, Chapter 240 (Miscellaneous Regulatory Powers of Counties).

II. PURPOSE

The purpose of this annex is to make provision for legal services during emergency situations or when such situations appear imminent and to provide guidance for invoking the emergency powers of government when necessary.

III. EXPLANATION OF TERMS

EOC	Emergency Operating Center
FEMA	Federal Emergency Management Agency
IC	Incident Commander
TAC	Texas Administrative Code
TGC	Texas Government Code

IV. SITUATION & ASSUMPTIONS

A. Situation

Parker County is at risk from a number of hazards that could threaten public health and safety and personal and government property; see Section IV.A of the basic plan for a summary of these hazards. Legal issues requiring timely resolution may arise during pre-disaster hazard mitigation designed to lessen the effects of known hazards, during pre-disaster preparedness activities designed to enhance the local capability to respond to a disaster, during the actual response to a disaster, or during the post-disaster recovery process.

B. Assumptions

1. Local emergency preparedness plans and programs should have a sound legal basis.

2. In responding to major emergencies and disasters, local officials may be required to take extraordinary measures to protect public health and safety and preserve property and they will probably require timely advice regarding the legality of proposed measures.

3. Implementation of measures to protect public health and safety and preserve property during an emergency as recovery and mitigation activities undertaken after a disaster generally require issuance of appropriate legal documents, which should be prepared by competent legal service professionals.

V. CONCEPT OF OPERATIONS

A. General

1. Emergency Declaration.

   a. Pursuant to Chapter 433, Texas Government Code (TGC), the chief elected official or the governing body of a city or county may request the Governor declare a state of emergency for a jurisdiction or a portion thereof. For purposes of this statute, an emergency exists in the following situations: riot or unlawful assembly by three or more persons acting together by use of force or violence, the existence of a clear and present danger of violence, or a natural or man-made disaster. The Governor may proclaim a state of emergency and issue directives to control and terminate the emergency and protect life and property. Directives issued by the Governor for a state of emergency expire 72 hours after issuance; however, successive states of emergency may be declared by the Governor.

   b. The emergency declaration process is generally <u>not</u> used for natural or man-made disasters because: (1) it requires action by the Governor to resolve local problems rather than facilitating action by local officials, (2) the Governor's directives require advance notice before they become effective, and (3) directives are of very limited duration – 72 hours. Hence, a disaster declaration may be more appropriate for responding to natural or technological emergencies. An emergency declaration may be appropriate for security-related incidents where local law enforcement resources are inadequate to handle the situation.

   c. If the actions taken by the Governor after an initial emergency declaration do not resolve the emergency situation, the chief elected official or governing body may request that the emergency declaration be continued. And if the local emergency situation that was the basis for an emergency declaration is resolved before the Governor's directives expire, it is desirable to advise the Governor that the emergency declaration is no longer required.

2. Disaster Declaration

   a. The Texas Disaster Act, Chapter 418, TGC, provides that the presiding officer of the governing body of a political subdivision (the County Judge of a county or the Mayor of a municipality) may declare a local state of disaster. A disaster declaration may be issued when a disaster has occurred or appears imminent. The disaster declaration process typically

used by the chief elected officials to respond to or recover from a significant natural or man-made disaster. Copies of county disaster declaration should be filed with the Division of Emergency Management and the County Clerk and copies should be provided to the Mayors of cities party to this plan: copies of city declarations should be filed with DEM and the City Secretary and copy provided to the County Judge.

b. Chapter 418.108 of the Texas Government Code, entitled "Emergency Management Directors", designates the presiding officer for the governing body of an incorporated city or county of the chief administrative officer of a joint board as the "emergency management director" for the officer's political subdivision. (County Judge for county, Mayor for municipality). The emergency management director serves as "the governor's designated agent" in the administration and supervision of duties under the emergency management chapter (Chapter 418). The emergency management director may exercise the powers granted to the governor under Chapter 418, Tex Gov't Code, on an appropriate local scale. Among the powers granted to the governor are:
    1. the authority to use all available resources of state government and of political subdivisions that are reasonably necessary to cope with a disaster, the authority to temporarily reassign resources, personnel, or functions of state executive departments and agencies or their units for the purpose of performing or facilitating emergency services, and the authority to commandeer or use any private property if the governor finds it necessary to cope with a disaster, subject to compensation requirements of Chapter 418 (and the just compensation provisions of the State Constitution and the United States Constitution). §418.017, Tex. Gov't Code.
    2. the authority to suspend the provisions of any regulatory statue prescribing the procedures for conduct of state business or the orders or rules of a state agency if strict compliance with the provisions, orders or rules would in any way prevent hinder, or delay necessary action in coping with a disaster. §418.016, Tex. Gov't Code.

c. Texas statues (Chapter 229 of the Local Government Code and Chapters 418 and 433 of the Texas Government Code) limit the seizure and/or confiscation of an otherwise lawfully possessed or carried firearm or ammunition from individuals, except under specific circumstance. It does not limit seizure when possession or carrying of the firearm violates criminal laws. (i.e., unlawfully carrying a weapon and possession of a prohibited weapon).

d. A disaster declaration may not be continued in force for more than seven (7) days unless renewed by the Commissioner's Court or City Council. The Commissioner's Court or City Council may terminate a state of disaster at any time; this approach is typically used when the threat that gave rise to the disaster declaration has subsided. Alternatively, the Commissioner's Court or City Council may choose to simply let the declaration expire by taking no action to extend it.

3. Continuity of Government

Pursuant to Chapter 418 of the Texas Government Code, the Parker County Commissioners Court of Parker County has adopted a plan for the continuity of the functions of the county during a presidential and/or gubernatorial declared disaster or other catastrophic event. The County Continuity of Operations Plan provides for:

a. The delegation of administrative duties of the Parker County Commissioners Court or any official or employee of the county to another appropriate person;

b. The establishment of orders of succession for performing essential functions of the county;
c. The establishment of meeting procedures for the Parker County Commissioners Court; and
d. The plan does not provide for the delegation of a duty required by the Texas Constitution.
e. The waiving of the requirement for a quorum for members of the Parker County Commissioners Court, except where otherwise prohibited by law, if:
    1) The county is wholly or partly in the area of a disaster declared by the presidential or governor; and
    2) A majority of the Parker County Commissioners Court are unable to be present at a meeting as a result of the disaster.

4. Authority for Evacuations.

State law provides a County Judge or Mayor with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.

5. County Regulation of Outdoor Burning & Use of Fireworks

One of the effects of drought conditions is an increased threat of wildfires. Many municipalities have enacted ordinances that prohibit or restrict open fires within their corporate limits at all times. The Local Government Code gives counties authority to mitigate the risk of wildfire by restricting outdoor burning and the use of fireworks in unincorporated areas under certain circumstances.

a. Pursuant to §352.081 of the Local Government Code, counties may restrict outdoor burning if drought conditions have been determined by the Texas Forest Service to exist or county officials find that circumstances exist in all or parts of the unincorporated areas of the county such that outdoor burning would create a public safety hazard. The normal procedure for implementing restrictions on outdoor burning is for the County Judge to issue a disaster declaration pursuant to the Texas Disaster Act based on the imminent threat of wildfire. Then the commissioner's court issues an emergency order restricting outdoor burning in all unincorporated areas of the county or portions of those areas.

b. Pursuant to §352.051 of the Local Government Code, counties may restrict the use of fireworks in unincorporated areas of the county if drought conditions have been determined to exist by the Texas Forest Service. An order adopted must specify the period during which outdoor burning is prohibited or restricted. The period my not extend beyond the 90th day after the date the order is adopted. Such orders for the Fourth of July fireworks season must be issued by June 15th ending sales by midnight July 4th and by December 15th ending sales by midnight January 1st for the December fireworks season.

c. §418.108, Tex. Gov't Code, provides that the county judge or mayor who issues a local declaration of disaster may impose restrictions on the use of fireworks that exceed the restrictions authorized by §352.051, Tex. Gov't Code, for 60 hours by stating those restriction in the declaration. The 60-hour limit can be extended only by the governor, and only if the county judge requests the governor to extend the restriction. The authority to impose stricter restrictions may be worded to extend to both the unincorporated and the incorporated areas of the county if it is the county judge who issued the declaration.

B. Activities by Phases of Emergency Management

1. Prevention

a. Brief the elected officials and department heads on possible liabilities arising from disaster operations, procedures for invoking the emergency powers of government, and legal documents relating to emergency powers.

b. Maintain current copies of existing disaster-related laws, regulations, and orders.

c. Develop local procedures for invoking emergency powers.

d. Prepare sample legal documents (included in this annex) for approval by elected officials.

2. Preparedness

a. Ensure county and city emergency call-out rosters include the County and City Attorney, who should maintain current telephone numbers and addresses for the legal staff.
b. Review plans and procedures.

c. Review mutual aid agreements submitted to the jurisdiction for approval and prepare mutual aid agreements to be submitted to other jurisdictions for approval.

3. Response

a. Advise the County Judge and Mayor and emergency services staff on legal implications of response activities.
b. If required, prepare, have approved and signed, and disseminate legal documents declaring a disaster, terminating a disaster declaration, or invoking emergency powers.

c. Advise the Incident Commander (IC) on legal matters, such as emergency proclamations, legality of evacuation orders, and legal rights and restrictions pertaining to media access.

4. Recovery

a. Advise county and city officials on legal aspects of recovery operations.

b. Assist county and city officials in preparing emergency ordinances, permits, applications for state or federal assistance, grant applications, and, if necessary, litigation.

VI. ORGANIZATION & ASSIGNMENT OF RESPONSIBILITIES

A. General.

The County Attorney has overall responsibility for providing legal services to the County Judge, Commissioner's Court, county department heads, and other county officials during an emergency. The City Attorney has overall responsibility for providing legal services to the Mayor, the City Council, city department heads, and other city local officials during an emergency. The County and City Attorney will be assisted by his or her subordinates.

B. Task Assignments

1. County Judge and/or Mayor

    a. Will take such actions that are legal and necessary to manage the disaster at hand.

    b. If the situation warrants, may declare a local state of disaster. Issuance of a local disaster declaration is advisable if an emergency situation has resulted in substantial damage to privately-owned or government property and state or federal assistance will be needed to recover from the incident. If a local disaster declaration is issued, it shall be given prompt and general publicity.

    c. If the situation warrants, may request the Governor to declare a state of emergency.

    d. If requesting state assistance to cope with a local disaster, should attach copies of any local disaster declaration that has been issued to the request for state assistance. See Annex J, Damage Assessment, for further information.

2. County or City Attorney

    a. Advise county and city elected officials and department heads regarding the emergency powers of local government and necessary procedures for invoking measures to:
        1) suspend procedural laws and rules;
        2) establish curfews;
        3) restrict or deny access to a disaster area;
        4) control the movement of persons and occupancy of premises in a disaster area;
        5) implement wage, price, and rent controls;
        6) establish rationing for critical supplies;
        7) limit or restrict use of water or other utilities;
        8) use any publicly owned resource to respond to the disaster
        9) commandeer private property, subject to compensation requirements, to respond to the disaster; and
        10) remove debris from publicly or privately-owned property
        11) Restrict outdoor burning and use of fireworks.

    b. Review and advise county and city officials on possible liabilities arising from disaster operations, including the exercising of any or all of the above powers.

    c. Prepare and recommend legislation to implement the emergency powers that may be required during an emergency.

    d. Advise county and city officials and department heads on record keeping requirements and other documentation necessary for the exercising of emergency powers.

    e. Prepare and keep current this annex.

    f. During an emergency, report instances of overcharging for emergency supplies, equipment, and repair materials to the Consumer Affairs section of the Office of the Attorney General.

3. City Secretary or County Clerk

    a. Publish required agenda of meetings.

b. Prepare a record of public meetings

c. Receive a copy of disaster declarations and documents extending or terminating a state of disaster.

d. Ensure proper protection of all records.

VII. DIRECTION & CONTROL

A. General. The County Attorney is responsible for providing legal services to the County Judge, Commissioner's Court and county department heads and others county officials during an emergency and for preparing all legal documents necessary to facilitate emergency operations. The City Attorneys are responsible for providing appropriate legal services to officials of their jurisdiction. The County Attorney and the City Attorneys shall coordinate their disaster related activities to ensure that legal advice provided to all officials of jurisdictions party to this plan regarding the conduct of emergency operations and the exercise of emergency powers is consistent and provides a sound basis for an integrated effort. Supervisors will exercise their usual supervisory responsibilities over legal personnel**.**

B. **Coordination.** The County Attorney will designate a person to coordinate with the County Judge, Mayors and the EOC. The County Attorney will identify staff members to be called for emergency duty and will designate those responsible for contacting such staff members.

C. **Line-of-Succession**. The lines-of-succession for County Attorney will be:

- County Attorney
- 1st Assistant County Attorney
- 2nd Assistant County Attorney

VIII. READINESS LEVELS

A. Readiness Level IV – Normal Conditions

See the prevention and preparedness activities in paragraphs V.B.1) and V.B.2) above.

B. Readiness Level III - Increased Readiness

1. When notified or when they otherwise become aware, the County Attorney and City Attorneys will review the potential emergency situation, determine staff availability, and review emergency tasks assigned in the emergency management plan and this annex.

2. The County Attorney and City Attorneys will designate the personnel on call for emergency duty.

C. Readiness Level II – High Readiness

1. When requested, the County Attorney and/or City Attorneys will brief Senior officials and department heads regarding legal ramifications, if any, of the potential emergency situation.

2. The County Attorney and City Attorneys will brief their staffs on the potential emergency situation and plans to deal with it should it occur and ensure that on-call staff members are available by telephone and ready to report to duty, if called.

D. Readiness Level I – Maximum Readiness

The designated on-call attorneys and/or staff members will proceed to the EOC or other duty station, if requested.

IX. ADMINISTRATION & SUPPORT

A. Maintenance of Records. All records generated during an emergency will be collected and filed in an orderly manner so a record of events is preserved for use in determining response costs, settling claims, and updating emergency plans and procedures.

B. Preservation of Records. Vital legal records should be protected from the effects of disaster to the maximum extent feasible. Should records be damaged during an emergency situation, professional assistance in preserving and restoring those records should be obtained from an organization specializing in these tasks as soon as possible. Historically, this usually requires capabilities that do not exist in the public sector.

C. Training. Legal services personnel who will be participating in EOC operations shall receive training on the operating procedures for that facility.

X. ANNEX DEVELOPMENT & MAINTENANCE

A. Development. The County Attorney is responsible for developing and maintaining this annex.

B. Maintenance. This annex will be reviewed every two years and updated in accordance with the schedule outlined in Section X of the Basic Plan.

XI. REFERENCES

A. Division of Emergency Management *Local Emergency Management Planning Guide (DEM-10).*

B. FEMA *Guide for All-Hazard Emergency Operations Planning* (SLG-101)

APPENDICES:

Appendix 1 .....Sample Request for Emergency Declaration
Appendix 2 .....Sample Disaster Declaration
Appendix 3…….....…Sample Extension of Disaster Declaration
Appendix 4…….....…. Sample Termination of Disaster
Appendix 5…….....……Sample Emergency Powers
Appendix 6 …….....……Sample Disaster Declaration for Wildfire Threat
Appendix 7 … .....……Sample Burn Ban

SAMPLE REQUEST FOR EMERGENCY DECLARATION

The Honorable _____ Date:
Governor of Texas
c/o State Coordinator
Texas Division of Emergency Management
P. O. Box 4087
Austin, Texas 78773-0001

Dear Governor _____:

The [County of Parker /City of _____], Texas, is facing significant threats to life, health and property due to:

[Provide a description of the threat and the area or areas affected. Threats may include:

- riot or unlawful assembly of three or more persons acting together by use of force or violence
- the existence of a clear and present danger of the use of violence
- a natural or man-made disaster
  (For these threats, a disaster declaration may be more appropriate.)]

The potential impact of this threat is:

[Provide an estimate of the impact on public health, safety, and property if the threat is not dealt with.]

I have determined that this incident is of such severity and magnitude that an effective response is beyond the capability of the [county/city] to control. Pursuant to §433.001 of the Texas Government Code, I am requesting that you declare a state of emergency for [county/city], Texas, and issue appropriate directives to deal with the emergency; including:

[Indicate what measures that you want the Governor to take.]

Furthermore, I am asking that successive proclamations be issued and remain in effect until the threat of loss of life, injury, or damage property is contained.

A timely response to this request would be appreciated.

Signature _____
[County Judge/Mayor] *

* NOTE: The statute provides that either the chief elected or the governing body of a city or county may request the Governor issue an emergency declaration. If a governing body makes a request, this letter should be appropriately modified.

SAMPLE DISASTER DECLARATION

DECLARATION OF DISASTER

WHEREAS, the [County of Parker /City of _____] on the ____ day of _____, 20__, has suffered widespread or severe damage, injury, or loss of life or property (or there is imminent threat of same) resulting from

[Briefly describe the disaster situation.] , and

WHEREAS, the [County Judge/Mayor] of _____ has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property,

NOW, THEREFORE, BE IT PROCLAIMED BY THE [COUNTY JUDGE/MAYOR] OF _____ _____:

1. That a local state of disaster is hereby declared for _____ pursuant to §418.108(a) of the Texas Government Code.

2. Pursuant to §418.018(b) of the Government Code, the state of disaster shall continue for a period of not more than seven days from the date of this declaration unless continued or renewed by the [City Council/Commissioners Court] of _____.

3. Pursuant to §418.018(c) of the Government Code, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the [City Secretary/County Clerk].

4. Pursuant to §418.018(d) of the Government Code, this declaration of a local state of disaster activates the [county/city] emergency management plan.

5. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this the _____day of _____, 20__.

Signature _____
[County Judge/Mayor]

SAMPLE EXTENSION OF DISASTER DECLARATION

CITY ORDINANCE or COMMISSIONERSCOURT ORDER

WHEREAS, on [date], the [County Judge/Mayor] issued a proclamation declaring a state of disaster for [Parker County/City Name] resulting from

[Provide a brief description of the disaster];

WHEREAS, the conditions necessitating declaration of a state of disaster continue to exist; and

WHEREAS, §418.108(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period of excess of seven days without the consent of the governing body of the political subdivision;

NOW THEREFORE, BE IT [ORDERED/ORDAINED] BY THE [COMMISSIONERSCOURT/CITY COUNCIL] of _____:

1. That the state of disaster proclaimed for the _____ by the [County Judge/Mayor] on _____ shall continue until terminated by order of the [COMMISSIONERSCOURT/CITY COUNCIL].

2. This ordinance is passed as an emergency measure and pursuant to [local authority for emergency measures] and shall become effective on the ____ day of _____, 20____.

PASSED AND ADOPTED, this _____day of _____, 20___.

APPROVED, this ____day of _____, 20__.

_____
[County Judge/Mayor]

[Commissioners Court orders will normally include the signature of the County Judge and the County Commissioners.]

SAMPLE TERMINATION OF DISASTER

CITY ORDINANCE or COMMISSIONERSCOURT ORDER

WHEREAS, on _____, the [County Judge/Mayor], pursuant to the Texas Government Code, Chapter 418, (the "Texas Disaster Act"), issued a proclamation declaring a local state of disaster for the [County of Parker/ City of _____] resulting from:

[Describe the situation that occasioned the disaster declaration];

WHEREAS, the conditions necessitating the proclamation of a local state of disaster have ceased to exist; and

WHEREAS, the Texas Disaster Act provides that a local state of disaster may be terminated by the governing body of the political subdivision or by executive order of the [County Judge/Mayor],

NOW THEREFORE, BE IT [ORDERED/ORDAINED] BY THE [COMMISSIONERSCOURT/CITY COUNCIL]:

1. The [Commissioners Court/City Council], as the governing body of _____ _____], hereby terminates the proclamation of a local state of disaster described in the preamble above.

2. A public emergency exists requiring that this ordinance be passed formally on the date of its introduction; therefore, this [ordinance/order] shall take effect immediately upon its passage and approval by the [County Judge/Mayor].

PASSED AND ADOPTED, this ____day of _____, 20__.

APPROVED, this ____day of _____, 20__.

_____
[County Judge/Mayor]

[Commissioners Court orders will normally include the signature of the County Judge and the County Commissioners.]

SAMPLE EMERGENCY POWERS

CITY ORDINANCE or COMMISSIONERS COURT ORDER

WHEREAS, by proclamation issued [date of disaster declaration], the [County Judge/Mayor] declared a state of disaster for [_____] resulting from

[Briefly describe the situation]; and

WHEREAS, said state of disaster requires that certain emergency measures be taken pursuant to the Executive Order of the Governor Relating to Emergency Management; now, therefore, the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated:

[Eliminate sections below describing measures that will not be used.]

1. CURFEW

   (a) A person shall not remain or travel upon any public or private property in the following area(s) between the hours of _____ and _____:

   [Insert description of applicable areas]

   (b) Subsection (a) shall not apply to:

      (1) a person authorized by the Emergency Management Director to assist in the production of the health, safety, or welfare of the public; or
      (2) a person who remains or travels upon private property which is owned by him or upon which the person has been invited.

2. MOVEMENT OF PEOPLE AND OCCUPANCY OF PREMISES

   (a) A person shall not remain or travel upon any public or private property in the following area(s):

   [Insert description of applicable areas]

   (b) Subsection (a) shall not apply to a person authorized by local government officials to assist in the protection of the health, safety, or welfare of the public.

3. UTILITIES

   All utility services shall be discontinued in the following area(s):

   [Insert description of applicable areas]

4. FLAMMABLE PRODUCTS

(a) A person shall not sell or give away gasoline or other flammable or combustible products in the following area(s):

[Insert description of applicable areas]

(b) All gasoline stations shall be closed in the following area(s):

[Insert description of applicable areas]

5. EXPLOSIVES

(a) A person shall not sell, barter, loan, or give away arms, ammunition, dynamite, or other explosives in the following area(s):

[Insert description of applicable areas]

(b) All establishments where arms, ammunition, dynamite, or other explosives are sold shall be closed in the following area(s):

[Insert description of applicable areas]

6. ALCOHOLIC BEVERAGES

(a) A person shall not sell or distribute beer, wine, liquor, or alcoholic beverages of any kind in the following area(s):

[Insert description of applicable areas]

(b) Subsection (a) shall not apply to the sale of medicine which contains alcohol.

7. PRICE CONTROLS

A person shall not sell any of the following goods or services for more than the price the person charged for the goods or services on (date of disaster declaration):

(a) groceries, beverages, toilet articles, ice
(b) construction and building materials and supplies, and earthmoving equipment and machinery
(c) electrical and gas generating and transmission equipment, parts and accessories
(d) charcoal briquettes, matches, candles, lamp illumination and heat unit carbides, dry batteries, light bulbs, flashlights, and hand lanterns
(e) hand tools (manual and power), hardware and household supplies, and equipment rental
(f) automotive parts, supplies, and accessories
(g) plumbing and electrical tools and supplies
(h) apartment, duplex, multi-family dwelling, rooming house, hotel and motel rental

(i) gasoline, diesel oil, motor oil, kerosene, grease, and automotive lubricants
(j) restaurant, cafeteria, and boarding-house meals
(k) services of roofing and building contractors, plumbers, electricians, mechanics, tree surgeons, and automobile wrecker companies
(l) medicine, pharmaceutical, and medical equipment and supplies
(m) blankets, quilts, bedspreads, bed linens, mattresses, bedsprings, bedsteads, towels, and toilet paper
(n) furniture and clothing

8. SUSPENSION AND MODIFICATION OF ORDINANCES

(a) The following ordinances and regulations are hereby suspended or modified as indicated:

[List the relevant ordinances and regulations]

(b) The suspension or modifications of the ordinances and regulations listed in Subsection (a) shall remain in effect until (date 60 days from the date these regulations are issued), or until the state of disaster is terminated, whichever is sooner.

9. PENALTIES

(a) These regulations shall have the effect of ordinances when duly filed with the [County Clerk/City Secretary].

(b) A person who violates any provision of these regulations, upon conviction, is punishable by a fine of not more than five hundred dollars ($500.00).

10. EMERGENCY

This [ordinance/order] shall take effect immediately from and after its passage and publication, and it is accordingly so ordained.

PASSED AND ADOPTED, this _____day of _____, 20__.

APPROVED, this ____day of _____, 20__.

_____
[County Judge/Mayor]

[Commissioners Court orders will normally include the signature of the County Judge and the County Commissioners.]

SAMPLE DISASTER DECLARATION FOR WILDFIRE THREAT

PROCLAMATION

WHEREAS, Parker County has not had rainfall for an extended period and weather forecasters offer little promise of a change in the hot, dry conditions in the near future; and

WHEREAS, these hot, dry conditions pose the threat of large, dangerous and fast-moving wildfires: and,

WHEREAS, such fires have the potential of endangering lives and damaging property o a large scale; and

WHEREAS, the Texas Disaster Act of 1975 authorized declaration of a state of disaster "if the threat of disaster is imminent" and

WHEREAS, the magnitude of the potential damage and the rapidity at which such a fire could escalate to major proportions constitute an imminent threat of disaster; and

WHEREAS, declaration of such disaster authorized the imposition of controls on activities which tend to increase the likelihood of fires; and

WHEREAS, such controls, once implemented, have the potential of protecting lives and property by mitigating the threat of dangerous fires;

BE IT THEREFORE PROCLAIMED, that I, _____, County Judge of Parker County, do hereby declare a state of disaster based on the threat of large wildfires in _____County, Texas; and

BE IT ALSO PROCLAIMED that this state of disaster will continue until rescinded in accordance with the above statute and order, but in no instance will this declaration continue for more than seven days without authorization by the _____ County Commissioners Court;

BE IT ALSO PROCLAIMED that this state of disaster is being declared solely for the purpose of implementing controls aimed at mitigating the hazard posed by wildfires during the current hot, dry weather.

BE IT ALSO ORDERED THAT the purpose of this order is the mitigation of the hazard posed by wildfires by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order

IN WITNESS WHEREOF, I affix my signature this _____ day of _____, 20____

_____
County Judge

SAMPLE BURN BAN

COMMISSIONERS COURT ORDER
PROHIBITION OF OUTDOOR BURNING

WHEREAS, in accordance with provisions of the Texas Disaster Act of 1975, a state disaster has been based on the imminent threat of disaster from wildfire; and

WHEREAS, declaration of such disaster authorized the imposition of controls on activities which tend to increase the likelihood of such fires:

BE IT THEREFORE ORDERED that the following emergency regulations are hereby established for all unincorporated areas of Parker County, Texas for the duration of the above-mentioned declaration;

1. Actions Prohibited:

   A person violates this order if he or she burns any combustible material outside of an enclosure serving to contain all flames and/or sparks, or orders such burning by others.

2. Enforcement:

   A. Upon notification of suspected outdoor burning, the fire department assigned to the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.

   B. As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.

   C. If in the opinion of the officer at the scene and/or the fire chief, the goal of the order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his discretion, notify the party about the provisions of this order and request compliance with it. In such instances, an entry of the notification shall be made into the dispatchers' log containing the time, date, and place of the warning, and the name of the person receiving the warning.

3. At the discretion of the peace officer or the fire chief, second or flagrant violations of this order may be prosecuted in accordance with the statutes and procedures governing misdemeanors.

BE IT ALSO ORDERED that this order may be enforced by any duly-commissioned peace officer and that the venue for prosecution of this order will be the Justice of the Peace.

APPROVED, this ____day of _____, 20__.

_____
County Judge

[Commissioners Court orders will normally include the signature of the County Judge and the County Commissioners.]

EMERGENCY MANAGEMENT DIRECTOR/COORDINATOR NOTIFICATION

Section 418.101 of the Texas Government Code states: "*The presiding officer of the governing body of each political subdivision will notify the Division of Emergency Management of the manner in which the political subdivision is providing or securing an emergency management program, identify the person who heads the agency responsible for the program, and furnish additional pertinent information."* **This form is used to make the required notification to TDEM in accordance with Governor Executive Order GA-05 submitted annually by the 1st of February of each year or within 30 days of any change of elected or appointed officials.**

The information on this form may be released to those inquiring about local emergency management programs pursuant to the Texas Open Records Act. Hence, TDEM recommends that you provide business addresses and mobile telephone numbers rather than home addresses and telephone numbers.

COUNTY:	Parker County	*(Required)*
Jurisdiction:	Parker County	*(City of County Name)*
Official's Title:	County Judge	*(Mayor/Judge)*
Name:	Pat Deen	*(First & Last Name)*
Mailing Address:	1 Courthouse Square, Office of the County Judge	*(The best address to receive mail)*
City, State, Zip:	Weatherford, TX 76086	
Office Phone:	817-598-6148	
Cell Phone:	817-881-5790	
Fax Number:	817-598-6199	
Email:	pat.deen@parkercountytx.com	*(Please include-this is a back-up for mailing)*
24 Hr Contact #:	817-589-0969	

EMERGENCY MANAGEMENT PROGRAM APPOINTMENT STATUS

☐ I HAVE NOT appointed an Emergency Management Coordinator and will personally direct the local emergency management program.

☑ I HAVE appointed/re-appointed the Emergency Management Coordinated identified below to conduct the emergency management program for this jurisdiction. The effective date of appointment is:

☐ We share our EMC with (name of jurisdiction).

If the COUNTY Emergency Management Coordinator has been appointed to other jurisdictions within the county, the County Judge and the participating City Mayor must sign this form.
(See the third page for additional signature blocks.)

The EMC for this jurisdiction is (Please select one):

☑ Paid, full time, EMC only

☐ Paid, full time, EMC and other job duties (Fire Chief, Fire Marshal, Police Chief, EMS Director, etc.) *(please specify other duty/duties)*

☐ Paid, part time, EMC only.

☐ Paid, part time, EMC and other job duties (Fire Chief, Fire Marshal, Police Chief, EMS Director, etc., *(please specify other duty/duties)*

☐ Unpaid/volunteer EMC only.

☐ Unpaid/volunteer, EMC and other volunteer job duties (Fire Chief, Fire Marshal, Police Chief, EMS Director, etc., *(please specify other duty/duties)*

☐ Other *(please describe)*

EMERGENCY MANAGEMENT COORDINATOR		
	Coordinator	**Asst Coordinator**
Name:	Jason Lane	
Mailing Address:	215 Trinity Street	
City, State, Zip:	Weatherford, TX 76086	
Office Phone:	817-598-0969	
Cell Phone:	817-771-7784	
Fax Number:	817-599-9475	
Email Address:	j.lane@parkercountytx.com	
24 Hr Contact #.:	817-771-7784	
Emergency Operations Center #:	817-598-0969	

☐ ***Check this box if the information above contains personal information pertaining to a law enforcement official such as personal home or cellular phone number, and/or home mailing or personal email address.***

	City Manager	**Public Health Director**
Name:		
Mailing Address:		
City, State, Zip:		
Office Phone:		
Cell Phone:		
Fax Number:		
Email Address:		
24 Hr Contact #:		

	Public Information Officer
Name:	Jason Lane
Mailing Address:	215 Trinity Street
City, State, Zip:	Weatherford, TX 76086
Office Phone:	817-598-0969
Cell Phone:	817-771-7784
Fax Number:	817-599-9475
Email Address:	j.lane@parkercountytx.com
24 Hr Contact #:	817-771-7784

Judge or Mayor Signature

Date

PLEASE RETURN TO:

Texas Division of Emergency Management
Operations Section
1033 La Posada Drive, Ste 300
Austin, Texas 78752
Phone: 512-424-2208 **Email:** soc@tdem.texas.gov

Click to Submit to SOC

PARKER COUNTY, TEXAS

One Courthouse Square
Weatherford, Texas. 76086

Minutes Submitted for the Sessions listed below:

Regular Session September 9, 2024

ACCEPTED THIS 23rd DAY OF SEPTEMBER, 2024

PAT DEEN
COUNTY JUDGE

Or JUDGE PRO TEM

PRINT NAME: JUDGE PRO TEM

I attest to the accuracy of the foregoing minutes.

LILA DEAKLE
PARKER COUNTY CLERK

STATE OF TEXAS)
) COMMISSIONERS COURT
COUNTY OF PARKER)

BE IT KNOWN that on the 9th day of September, 2024 the Honorable Commissioners Court of Parker County, Texas, convened in Regular Session hereof in the commissioner's courtroom on the first floor of the Parker County Courthouse, One Courthouse Square, Weatherford, Texas, for the following purpose, to wit:

Present:
County Judge Pat Deen
Commissioner Conley Pct. 1
Commissioner Holt Pct. 2
Commissioner Walden Pct. 3
Commissioner Hale Pct. 4
County Attorney John Forrest
County Clerk Lila Deakle

The meeting started at: 9:01 a.m.

1. QUORUM CHECK

2. INVOCATION: Mark Julian, Northside Baptist Church

3. U.S PLEDGE & TEXAS PLEDGE: Judge Pro Tem, Commissioner George Conley

4. CONSENT: (Member of court may ask for discussion on any item listed)

A. AUDITOR:

1. Certification of revenues. SUBMITTED

2. Line item budget adjustments. SUBMITTED

3. Payment of routine bills. SUBMITTED

4. Audit Reports. SUBMITTED

B. TREASURER:

1. Report from County Treasurer on balances of all funds "1 thru 999". SUBMITTED

2. Accept or release pledged securities. NONE SUBMITTED

3. Approval of payroll, payments for insurance, retirement. SUBMITTED

4. Unemployment appeal claims. NONE SUBMITTED

C. COUNTY JUDGE:

1. Acceptance of Minutes. SUBMITTED

2. Monthly Reports. SUBMITTED

3. Personnel Changes. SUBMITTED

Motion was made by Commissioner Walden and seconded by Commissioner Hale to approve the consent items as presented in court.

MOTION CARRIED

8. APPROVAL:

D. Consider/Approve appointment of Anthony King for membership to the Parker County Historical Commission.

Motion was made by Commissioner Walden and seconded by Commissioner Conley to approve.

MOTION CARRIED

6. PRESENTATION:

A. Business Highlight: Saddleback Leather.

Dave Munson, Business Owner, presented information to the court.

PRESENTATION ONLY/NO ACTION

8. APPROVAL:

A. Proclaim September 17-23, 2024 as Constitution Week in Parker County at the request of the Weatherford Chapter of the Daughters of the American Revolution. SUBMITTED

Motion was made by Commissioner Walden and seconded by Commissioner Holt to approve.

MOTION CARRIED

B. Proclaim September 2024 as National Recovery Month in Parker County at the request of Unity Recovery. SUBMITTED

Motion was made by Commissioner Conley and seconded by Commissioner Holt to approve.

MOTION CARRIED

E. Approve contracts for the November 5, 2024 General and Special Elections and authorize County Attorney to sign contracts. NONE SUBMITTED

Motion was made by Commissioner Walden and seconded by Commissioner Conley to approve.

MOTION CARRIED

4. CONSENT: (Member of court may ask for discussion on any item listed)

D. PURCHASING:

1. Interdepartmental transfers of equipment and inventory reports.

NO ACTION

2. Approve the salvage/destruction of a bulletproof vest & unsold auction items.
SUBMITTED

Motion was made by Commissioner Conley and seconded by Commissioner Walden to approve.

MOTION CARRIED

3. Authorize the County Judge to execute RFP PC24-42 Parker County Jail Management Services awarded to Southwestern Correctional, LLC dab LaSalle Corrections, on August 12, 2024. SUBMITTED

Motion was made by Commissioner Conley and seconded by Commissioner Walden to approve.

MOTION CARRIED

5. UPDATE ON TRANSPORTATION PROJECTS:

A. Discuss/Take action on ongoing reporting of bond projects to Commissioners Court by Freese & Nichols.

UPDATE ONLY/NO ACTION

8. APPROVAL:

C. Discuss/Approve the County Judge to DocuSign DSHS Contract No. HHS001439300018 Amendment No. 1. NOT SUBMITTED

Motion was made by Commissioner Holt and seconded by Commissioner Conley to approve.

MOTION CARRIED

F. Approve the transfer of funds from the General Fund program contingencies to the jail contract services line in department 512 for the remainder of the fiscal year.

Motion was made by Commissioner Walden and seconded by Commissioner Hale to approve.

MOTION CARRIED

G. Approve the transfer of funds from the General Fund program contingencies to the waste disposal line in department 513 for the remainder of the fiscal year.

Motion was made by Commissioner Walden and seconded by Commissioner Holt to approve.

MOTION CARRIED

H. CivicPlus Monsido SOW-Web ADA Compliance. SUBMITTED

Motion was made by Commissioner Walden and seconded by Commissioner Holt to approve.

MOTION CARRIED

I. Discuss/Approve agreement for Precinct Two to remove trees & brush (fence line) to improve traffic visibility at property located at 646 Shadle Rd., Poolville, TX. 76487.

Motion was made by Commissioner Holt and seconded by Commissioner Walden to approve.

MOTION CARRIED

J. Discuss/Take action on 90 day burn ban for unincorporated areas of Parker County. NONE SUBMITTED

Motion was made by Commissioner Walden and seconded by Commissioner Holt to take the burn ban away and go back to the day by day determination as determined by our Fire Marshal's office.

MOTION CARRIED

K. Approval of application from Parker County Special Utility District to lay and maintain a water line through, under, along, across, or over the right-of-way on Ellis Drive in Precinct Three. NONE SUBMITTED

Motion was made by Commissioner Walden and seconded by Commissioner Holt to approve.

MOTION CARRIED

L. Discuss/Approve Sheriff and Constable Fees for 2025. NONE SUBMITTED

Motion was made by Commissioner Conley and seconded by Commissioner Walden to approve.

MOTION CARRIED

M. Approve Bond and Oath for Corey Shane Harris, Deputy Constable, Precinct 1. SUBMITTED

Motion was made by Commissioner Walden and seconded by Commissioner Conley to approve.

MOTION CARRIED

N. Approve Tyler Professional Services Agreement for County Clerk Mental Health Records Conversion Project. SUBMITTED

Motion was made by Commissioner Walden and seconded by Commissioner Holt to approve.

MOTION CARRIED

O. Renewal agreement with the USDA for the Extension Office and take any action the court deems necessary. NONE SUBMITTED

Motion was made by Commissioner Walden and seconded by Commissioner Conley to approve.

MOTION CARRIED

P. Renewal Contract for the Tarrant Regional Auto Crimes Task Force for the Fiscal 2024/2025 Year and take any action the court deems necessary. NONE SUBMITTED

Motion was made by Commissioner Walden and seconded by Commissioner Hale to approve.

MOTION CARRIED

Q. Review and execute the engagement letter for Petty & Associates for Tax Increment Reinvestment Zone Analysis and take action the court deems necessary. NONE SUBMITTED

Motion was made by Commissioner Hale and seconded by Commissioner Conley to approve.

MOTION CARRIED

R. Review and execute the Senate Bill 22 Rural Law Enforcement Grant application for the County Attorney's office for fiscal 2024/2025 year and take any action the court deems necessary. NONE SUBMITTED

Motion was made by Commissioner Walden and seconded by Commissioner Hale to approve.

MOTION CARRIED

S. Approve the Memorandum of Understanding with Azle ISD Police Department, Azle ISD & Parker County Sheriff's Office, and Parker County and take any action the court deems necessary. NONE SUBMITTED

Motion was made by Commissioner Conley and seconded by Commissioner Hale to approve.

MOTION CARRIED

7. NOTIFICATION:

A. Discussion/Update on Motorola Certificates of Milestone Acceptance. SUBMITTED

Motion was made by Commissioner Conley and seconded by Commissioner Holt to approve the request of the IT Director for a signature for payment.

MOTION CARRIED

8. APPROVAL:

T. Approve the Memorandum of Understanding with Aledo ISD Police Department, Aledo ISD & Parker County Sheriff's Office, and Parker County and take any action the court deems necessary. NONE SUBMITTED

Motion was made by Commissioner Hale and seconded by Commissioner Conley to approve.

MOTION CARRIED

9. ACCEPT INTO THE MINUTES:

A. Executed Smith Peak Tower Lease. SUBMITTED

ACCEPTED INTO THE MINUTES

10. EXECUTIVE SESSION: In accordance with Sections 551.072, 551.074 of the Texas Government Code, the Parker County Commissioners Court will meet in CLOSED SESSION to discuss to wit: Real Estate; Personnel. At the conclusion of the CLOSED SESSION, the Commissioners Court will reconvene in OPEN SESSION to make any decisions and take any action considered appropriate regarding said matters discussed in CLOSED SESSION.

A. Discuss/Take action/conduct interviews for open EOC Director position.

B. Discuss/Take action regarding property located at 20245 Johnson Bend Rd., Weatherford, TX. 76088.

C. Discuss/Take action regarding property located at 111 Green Acres Rd., Weatherford, TX. 76088.

Court went into Closed Session at: 10:04 a.m.

Court reconvened in Open Session at: 11:29 a.m.

D. Discuss/Take action/conduct interviews for open EOC Director position.

The following motions were made:

*Motion was made by Commissioner Conley and seconded by Commissioner Holt that we appoint Jason Lane to be the Director of Emergency Management for Parker County.

MOTION CARRIED

*Motion was made by Commissioner Holt and seconded by Commissioner Conley that we use the previous Director's Salary for this position.

MOTION CARRIED

B. Discuss/Take action regarding property located at 20245 Johnson Bend Rd., Weatherford, TX. 76088.

Motion was made by Judge Deen and seconded by Commissioner Holt to approve the incidental expenses for the purchase of the replacement dwelling of the property located at 20245 Johnson Bend Rd., Weatherford, TX. being Parcel 1-1 of the Johnson Bend and Green Acres Realignment Project.

MOTION CARRIED

C. Discuss/Take action regarding property located at 111 Green Acres Rd., Weatherford, TX. 76088.

Motion was made by Judge Deen and seconded by Commissioner Holt to approve the fixed in lieu of business relocation payment for the relocation of the business located at 111 Green Acres Rd., Weatherford, Tx., Parcel 2-2 of the Johnson Bend and Green Acres Realignment Project.

MOTION CARRIED

11. PLATS:

A. PRECINCT 1

1. Approve the waiver for groundwater study with a well water report from Affordable Water Well for Cedar Mountain Estates in Precinct One.

Motion was made by Commissioner Conley and seconded by Commissioner Hale to approve that item.

MOTION CARRIED

2. Begin the revision process for a subdivision to be known as Cedar Mountain Estates in Precinct One.

Motion was made by Commissioner Conley and seconded by Commissioner Hale to approve 11-A-2.

MOTION CARRIED

3. Approve the final plat for a subdivision known as Rockstar Addition consisting of 5.099 acres developed by Boenker Ranch LLC located off of Gilley Lane with well water in Precinct One.

Motion was made by Commissioner Conley and seconded by Commissioner Hale to approve 11-A-3.

MOTION CARRIED

4. Begin the preliminary for a subdivision known as Hazel Addition consisting of 2.22 acres developed by Jose H Guerrero located off of Bradshaw Road with Walnut Creek Water Supply in Precinct One.
Motion was made by Commissioner Conley and seconded by Commissioner Hale to approve 11-A-4.

MOTION CARRIED

5. Begin the preliminary for a subdivision known as Terravista consisting of 416.41 acres Developed by Triad Land & Development and Rheta Hughes Estates located off of Hwy 199 with Walnut Creek Water Supply in Precinct One.

Motion was made by Commissioner Conley and seconded by Commissioner Hale to approve 11-A-5.

MOTION CARRIED

B. PRECINCT 2

1. Approve the extension Letter of Credit in the form of escrow funds for Whispering Winds Phase One and take any action the court deems necessary in Precinct Two.

Motion was made by Commissioner Holt and seconded by Commissioner Walden to approve.

MOTION CARRIED

2. Approve the extension Letter of Credit in the form of escrow funds for Whispering Winds Phase Two and take any action the court deems necessary in Precinct Two.

Motion was made by Commissioner Holt and seconded by Commissioner Walden to approve.

MOTION CARRIED

3. Approve the extension Letter of Credit in the for of escrow funds for Saddlecrest Estates and take any action the court deems necessary in Precinct Two.

Motion was made by Commissioner Holt and seconded by Commissioner Walden to approve.

MOTION CARRIED

4. Approve the extension Letter of Credit in the form of escrow funds for The Ranches at Sweet Springs One and take any action the court deems necessary in Precinct Two.

Motion was made by Commissioner Holt and seconded by Commissioner Walden to approve.

MOTION CARRIED

5. Approve the extension Letter of Credit in the form of escrow funds for Taylor Ranch and take any action the court deems necessary in Precinct Two.

Motion was made by Commissioner Holt and seconded by Commissioner Walden to approve.

MOTION CARRIED

6. Approve the extension Letter of Credit for Seaberry Addition and take any action the court deems necessary in Precinct Two.

NO ACTION

7. Release the Letter of Credit for Maintenance for Liberty Meadows Phase two and accept Freedom Court as a county-maintained roadway in Precinct Two.

Motion was made by Commissioner Holt and seconded by Commissioner Walden to approve.

MOTION CARRIED

8. Release the Letter of Credit for Maintenance for Clairmont Subdivision Phase 4 and accept a portion of Kendall Circle as a county-maintained roadway in Precinct Two.

Motion was made by Commissioner Holt and seconded by Commissioner Walden to approve.

MOTION CARRIED

9. Accept the Extension Letter of Credit for Construction for VH Ranch Estates and take any action the court deems necessary in Precinct Two.

Motion was made by Commissioner Holt and seconded by Commissioner Walden to approve.

MOTION CARRIED

10. Begin the process to post speed limit signs for Llano Way and take any action the court deems necessary in Precinct Two.

Motion was made by Commissioner Holt and seconded by Commissioner Walden to approve.

MOTION CARRIED

11. Approve the final plat for a subdivision known as Willow Creek Crossing in the ETJ-City of Weatherford consisting of 4.480 acres developed by Jamie Steward with well water in Precinct Two.

Motion was made by Commissioner Holt and seconded by Commissioner Walden to approve.

MOTION CARRIED

12. Approve the waiver for groundwater study with a well water report from Clay Pitts Water Wells for Parallel Pastures PH 2 consisting of 81.33 acres developed by Echo Grove Development LLC located off of Cottonwood Trail with well water in Precinct Two.

Motion was made by Commissioner Holt and seconded by Commissioner Walden to approve.

MOTION CARRIED

13. Begin the preliminary for a subdivision known as Parallel Pastures PH2 consisting of 81.33 acres developed by Echo Grove Development LLC located off of Cottonwood Trail with well water in Precinct Two.

Motion was made by Commissioner Holt and seconded by Commissioner Walden to approve.
MOTION CARRIED

14. Approve the waiver for groundwater study with a well water report from Malone Water Well Service and Drilling for Arrowhead Point in Precinct Two.

Motion was made by Commissioner Holt and seconded by Commissioner Walden to approve.

MOTION CARRIED

15. Begin the revision process for a subdivision know as Arrowhead Point consisting of 5.96 acres developed by Sanctified Hope and Thomas Holms Jr. located off of Crossfire Court and Green Acres Road with well water in Precinct Two.

Motion was made by Commissioner Holt and seconded by Commissioner Walden to approve.

MOTION CARRIED

C. PRECINCT 3

1. Notification of the denial from Texas Department of Transportation for the dedication of additional right of way for the 0.019-acre track on Ranger Hwy for the subdivision known as Lewis Farm and take any action the court deems necessary.

NOTIFICATION ONLY/NO ACTION

2. Begin the preliminary for a subdivision known as Old Brock Road Addition in the ETJ-City of Weatherford consisting of 3.303 acres developed by PCC Real Estate Holding LP located off of Old Brock Road and Ric Williamson Loop with City of Weatherford Water or Well in Precinct Three.

Motion was made by Commissioner Walden and seconded by Commissioner Holt to approve 11-C-2.

MOTION CARRIED

D. PRECINCT 4

1. Release the Letter of Credit for Maintenance for Maravilla Estates Phase Three and accept Lisa Ann Drive and a portion of Dickens Drive as county-maintained roadways in Precinct Four.

Motion was made by Commissioner Hale and seconded by Commissioner Conley to approve.

MOTION CARRIED

2. Release the Letter of Credit for Maintenance for Maravilla Estates Phase Four and accept the Danner Drive, the remainder of Dickens Drive and Hayden Way as county-maintained roadways in Precinct Four.

Motion was made by Commissioner Hale and seconded by Commissioner Conley to approve.
MOTION CARRIED

3. Accept the extension Letter of Credit for Avanzada Phase 1 and take any action the court deems necessary in Precinct Four.

NO ACTION

4. Notification from Union Pacific Railroad for a positive train control at the Baird Subdivision Location and take any action the court deems necessary in Precinct Four.

Motion was made by Commissioner Hale and seconded by Commissioner Conley to approve.

MOTION CARRIED

5. Approval of the Order No. 24-13 from the City of Weatherford to annex portions of Causbie Road and a portion of Old Airport Road and take any action the court deems necessary.

Motion was made by Commissioner Walden and seconded by Commissioner Conley to approve.

MOTION CARRIED

6. Approve the variance for Right of way for streets for Sierra Vista formerly known as Rio Vista and take any action the court deems necessary.

NO ACTION

7. Release the Letter of Credit for Maintenance for Rolling Creek Ranch and accept Round Rock Drive, Ranch Boulevard, Rolling Creek Drive, Brown Bear Court and Rolling Creek Court, as county-maintained roadways in Precinct Four.

Motion was made by Commissioner Hale and seconded by Commissioner Conley to approve.

MOTION CARRIED

8. Accept the extension Letter of Credit for Construction for Parker Ridge and take any action the court deems necessary in Precinct Four.

NO ACTION

9. Accept the Performance Bond for Maintenance for Prairie Hill Addition Phase 1 located within the ETJ of the City of Fort Worth and take any action the court deems necessary.

Motion was made by Commissioner Hale and seconded by Commissioner Conley to approve.

MOTION CARRIED

10. Approve the final revision for a subdivision known as La Madera Ph 7 consisting of 2.235 acres developed by Thomas & Jennifer Briscoe located off of San Jacinto Drive with well water in Precinct Four. PUBLIC HEARING

A Public Hearing opened at: 11:57 a.m.
No response from the Public was heard.
The Public Hearing closed at: 11:57 a.m.

Motion was made by Commissioner Hale and seconded by Commissioner Conley to approve.

MOTION CARRIED

Judge Deen presented information to the court.

12. ADJOURNMENT. NOTE: Commissioners Court may choose to convene into Executive Session items out of agenda sequence depending upon availability of counsel.

Motion was made by Commissioner Conley and seconded by Commissioner Hale to adjourn.

MOTION CARRIED

The meeting closed at: 11:58 a.m.

HDR

AMENDMENT TO AGREEMENT
FOR PROFESSIONAL SERVICES

THIS AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES is made by and between Parker County ("Owner") and HDR Architecture, Inc. ("HDR").

WHEREAS, Owner and HDR entered into an Agreement for Professional Services dated April 8, 2024 (the "Agreement").

WHEREAS, Owner and HDR wish to amend the Agreement as provided herein.

NOW, THEREFORE, Owner and HDR hereby agree as follows:

1.1 All terms, conditions and other provisions contained in the Agreement are hereby reaffirmed and incorporated herein.

1.2 The Agreement is hereby amended as follows:

SECTION I. SCOPE OF SERVICES
Task 01 Additional Services – See Attachment A.

SECTION II. COMPENSATION
Task 01 Additional Services – See Attachment A

1.3 Except as modified herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement for Professional Services and accept all terms and conditions this 16th day of October 2024.

"Owner"	"HDR"
BY: Pat Deen	BY:
NAME: Pat Deen	NAME: Chad Anderson
TITLE: County Judge	TITLE: Vice President

October 2, 2024

MS. Kim Rivas
Parker County Purchasing Dept.
1112 Santa Fe Dr.
Weatherford, TX 76086
817-598-6186

Re: Parker County Courthouse Study Additional Service Request

Dear Ms. Rivas,

As you may be aware, recently in our Commissioner's Court presentations related to the Courthouse site selection process, we have been requested to also look at reserving land for a future jail at the same site. This has arisen based on recent County Budget meetings an the realization of rising jail outsourcing costs. In order to have a better understanding of the size of a future jail, we need to have general discussions with the Sheriff's team as to the requirements for the future jail. We have discussed the fact that a quick study of the jail is outside of our current contract scope and we notified the Commissioners that we would be submitting an additional service request to perform that study.

We do not anticipate this effort would be a full programming study, that can happen later. Instead for the purposes of site selection, we need to only hold a series of discussions to define the requirements at a general level. We anticipate this could be done in 2-4 meetings over the course of 2-3 weeks and be done in parallel with the remainder of our scope for site selection. We estimate the cost for this effort to be $9,500 and would result in a final deliverable of an Executive Summary, meeting notes, operational overview, and dimensional data for our use in the site evaluation process (see attached Scope of Work).

We anticipate that this will require Commissioner Court approval, so time may be of the essence.

Sincerely,
HDR Architecture,

Chad W. Anderson
Vice President

hdrinc.com

8750 N. Central Expressway, Suite 100, Dallas, TX 75231-6431
(972) 960-4000

Parker County Courthouse
Amendment No. 1
Jail Requirements Study for Site Selection Purposes

Scope of Work

Project Scope: During the process of performing a site selection process for the New Parker County Courthouse, the desire for a future jail to be located at the same site has arisen. In order to accurately estimate the amount of land to reserve for a future jail facility, HDR will need to perform a series of interviews with the Sheriff's team to better understand future requirements and relate those to space needs. This will be a quick study of requirements to allow an estimate of land necessary for a future facility. This work will be performed in parallel with the remainder of our scope of work for site selection.

Tasks and Descriptions

Task 1: Future Needs / Space Requirements

This task focuses on right sizing the proposed future jail for the proposed site. The projected population will be utilized to determine the jail's future capacity. All of the typical departments within the jail will be reviewed to determine what works best for staff operationally currently and needs to be carried over into the future jail.

Facility Needs Analysis

- 20 Year Projection
- Out of County Detainees
- Capacity by Gender
- Sheriff's Office and Jail Space Requirements
- Public and Staff Parking

Sheriff's Office

- Co-Located with Jail or Remains at Current Location

Jail

- Administration / Operation
    - Private and/or Sheriff's Office
- Intake / Processing
- Medical
- Mental Health
- General Housing
    - Gender, Security Level, Juvenile, TCJS Percentages, Single / Multiple Occupancy and Dormitory, Podular Layouts, and Elevated Staff Position, Single Level or Mezzanine
- Specialized Housing
    - Gender, Single and Separation Cells, Juvenile (PREA)
- Public Areas / Visitation
- Training / Community Space
- Kitchen / Laundry
- General Support Spaces

Process:

- Two Day Onsite Programming Mtg with SO / Jail Staff (2 persons)
- Generate Meeting Minutes
- Virtual Review of Revised Program w/ SO / HDR Internal Review
- Finalized general space requirements

Meetings: Two day in-person programming session with the Sheriff's office. Subsequent meetings regarding space requirements questions and review will be accomplished virtually.

Task 2: Concepts

Calculate Jail Square Footages
Conceptual Bubble Sketch on identified site

Task 3: Summary of Findings and Presentation

Executive Summary of Findings
Commissioner's Court Presentation (if necessary)

Meetings: Commissioner's Court presentation (if necessary)

END TASK 01 ADDITIONAL SERVICES - ATTACHMENT A

CERTIFICATE OF MILESTONE ACCEPTANCE

Customer Name: **Parker County, Texas**

Project Name: **700 MHz P25 Trunked Radio System Expansion Project**
Project #: TX-21i191a

Project Milestones:

05_EOC Install - Nice Logger Equipment- MBE

This is a Motorola Billing Event (MBE) for the sum of $50,692.67

Description:
This Milestone for Parker County, TX radio project as listed above has been completed.

*Billing Milestone:
This acceptance certificate represents a Motorola Solutions Project billing milestone for as defined in the Contract Service Billing Milestone table.

Customer Representative:

Name: Ian Christiansen

Signature : I. Christiansen

Date: 10-16-24

Motorola Representative:

Name: Robert Brown

Signature: Robert H Brown

Date: 10/7/24

Scan to provide feedback about your project team.
Enter the project number as it appears on this document

MOTOROLA SOLUTIONS

CERTIFICATE OF MILESTONE ACCEPTANCE

Customer Name: **Parker County, Texas**

Project Name: **700 MHz P25 Trunked Radio System Expansion Project**
Project #: TX-21i191a

Project Milestones:

05_ Brock Tower Erected and Shelter and Generator Set - MBE

This is a Motorola Billing Event (MBE) for the sum of $696,384.86

Description:
This Milestone for Parker County, TX radio project as listed above has been completed.

*Billing Milestone:
This acceptance certificate represents a Motorola Solutions Project billing milestone for as defined in the Contract Service Billing Milestone table.

Customer Representative:

Name: Ian Christiansen

Signature : I. Christiansen

Date: 10-16-24

Motorola Representative:

Name: Robert Brown

Signature: Robert H Brown

Date: 10/7/24

Scan to provide feedback about your project team.
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Name: Robert Brown

Signature: Robert H Brown

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Date: 10-16-24

Motorola Representative:

Name: Robert Brown

Signature: Robert H Brown

Date: 10/7/24

Scan to provide feedback about your project team.
Enter the project number as it appears on this document

MOTOROLA SOLUTIONS

CONTRACT FOR

CARE OF CERTAIN COUNTY CEMETERIES OLDER THAN 50 YEARS

I.

This contract is made and entered between the following parties:

1. **Parker County**, a political subdivision of the State of Texas, hereinafter referred to as the **COUNTY,** acting by and through its commissioner's court: and

2. **Abandoned Cemetery Association of Parker County, Texas, Inc.** [hereinafter called the **ASSOCIATION**], a domestic nonprofit corporation incorporated under the laws of Texas, and an entity engaged in maintenance and care of abandoned-neglected cemeteries located in Parker County, Texas, including cemeteries situated in the unincorporated areas of the **COUNTY**.

II.

Authority for this contract:

Under § 713.028, Texas Health and Safety Code, and for historical preservation and/or for public health, safety, or welfare, the **COUNTY** is authorized to use public funds for maintenance of cemeteries within its territorial jurisdiction that contain "a grave marker more than 50 years old" excepting cemeteries that are perpetual care cemeteries or cemeteries maintained by a religious or fraternal organization. Within the scope of its business, the **ASSOCIATION** provides voluntary non-profit maintenance and repair services for a number of neglected and abandoned historically significant cemeteries within the non-incorporated territory of the **COUNTY.** Wherefore, the COUNTY is legally authorized to contract with the **ASSOCIATION** to provide care-taking services and maintenance for such of said cemeteries that meet the criteria of § 713.028, and it is for that purpose that this contract is made.

III.

The parties agree:

1. The **ASSOCIATION** will provide the following services to the **COUNTY**: General care-taking and maintenance of cemeteries in the non-incorporated areas of Parker County that are not perpetual care cemeteries and which are not maintained by a religious or fraternal organization, but which are abandoned or so severely neglected as to be deemed substantially abandoned or to present a risk to public health, safety or welfare and which contain at least one grave or grave marker that is older than 50 years, and which also meet the current criteria of the **ASSOCIATION** in the normal scope of its business–to wit: cemeteries that are inactive or closed burial grounds.

2. The **ASSOCIATION** shall not discriminate in any of its policies or actions on the basis of race, religion, ethnic origin, citizenship, political orientation, gender, mental disability, or immigration status.

3. Records: The ASSOCIATION shall maintain accurate records and books concerning its management and use of the funds provided under this contract and shall make a report to the Commissioners Court of Parker County by June 1, 2023, of its use of said funds and shall therewith provide a list of the cemeteries maintained under this contract, including the location of each cemetery. The **ASSOCIATION** shall comply with the provisions of the Public Information Act as may apply to it and shall comply with the requirements of § 22.353 of the Texas Business Organizations Code providing for public inspection and copying of its records, books, and certain annual reports.

4, The ASSOCIATION shall comply with all requirements of state and federal law and shall require its agents and employees to comply with the law, including all municipal, state, and federal regulations, that apply to the services provided for in this contract.

5. The **ASSOCIATION** agrees to submit to audits as required by the Commissioners Court of Parker County.

6. The term of this contract is October 1, 2024–September 30, 2025, which is the fiscal year of the **COUNTY.**

7. In consideration of the aforementioned services provided by the **ASSOCIATION**, the **COUNTY** agrees to pay $11,000.00 to the **ASSOCIATION,** within 30 days of the execution of this contract.

8. The ASSOCIATION shall have sole management of its performance under this contract is an independent contractor and is not an employee, agent, or servant of the **COUNTY**. The **COUNTY** does not represent, supervise, manage, direct or otherwise control the operations and management of the **ASSOCIATION**. **The ASSOCIATION HOLDS THE COUNTY HARMLESS FOR ANY INJURY OR DAMAGE CAUSED TO ANY OTHER PERSON OR TO PROPERTY BY THE ASSOCIATION OR ITS AGENTS OR EMPLOYEES, AND IN THE EVENT THAT THE COUNTY IS HELD LIABLE FOR ANY SUCH LOSS OR DAMAGES BY ANY COURT, THE ASSOCIATION SHALL INDEMNIFY THE COUNTY FOR SUCH LIABILITY.**

9. The effective date of this agreement shall be the day that it is signed by both parties.

10. This agreement and any of its terms and provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas.

11. In the event that any portion of this agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

EXECUTED in duplicate originals on

10-15-24, 2024

By: _____

The County Judge of
Parker County, Texas

By: Bill Warren

[Printed name] Bill Warren

Title: President of the Abandoned Cemetery Association of Parker County. Inc.

Address: PO Box 61 Weatherford, Texas 76086

Telephone: 817-599-4792

As the Authorized Representative of the Abandoned Cemetery Association of Parker County, Texas.

DATE: 16 OCT, 2024

A broad overview of current activities/projects:

We are continuing to work with area funeral homes, nursing homes, and the hospital on what is a reportable case as well as speaking at the facilities to help all agencies work for the common goal. Working on making sure there are fewer unclaimed bodies' and that families
are notified. Working to make sure any unclaimed bodies that are found to be veterans are buried properly.

Our office has recently started using a new reporting system implemented by Tarrant County. The office is working to make sure all investigators are ABMDI (American Board of Medicolegal Death Investigators) certified by taking the test and have continued training
with IACME (International Association of Coroners & Medical Examiners), which is part of the job and is needed in this field.

We are in the process of working on and being prepared for any and all future mass casualties or scenes that will require more than one investigator on a scene, that would deplete our resources but still ensuring the entire county has coverage.

With the additional investigator that was approved for this budget year. Our department will now be able to work appropriate schedules that will ensure investigators will not get burned out from working long shifts, as well as able to help with coverage for time off and helping with larger cases.

Description of any new projects or challenges that need to be addressed:

We are In the process of working on the box trailer we will be using in the event of a mass casualty and making sure it's completely stocked with all the necessary equipment.

Assessment of current or expected needs re: personnel, training, funding, equipment, etc.

In the future, we would like to reassess the part-time clerk position and possibly make it into a full-time position.

Replace the two Chevrolet Tahoes, 2018 and 2019, that were transferred to our department from the sheriff’s office a couple of years ago, with two new trucks. One of the Tahoe’s had to have a new transmission and the other one is having

transmission issues. Once the older vehicles have been replaced, the Medical Examiner’s Fleet should
be fine for years, minus the normal maintenance upkeep.

I would also like to see the Chief Forensic Death Investigator's salary be raised to what is a comparative salary to the other agencies with competitive salaries make. Parker County FDI currently makes approximately $28,000 a year less than a neighboring county working around the same case load and managing the same amount of staff.

JENNY GENTRY
TAX ASSESSOR-COLLECTOR
Lupe Terrazas, Chief Deputy
1112 Santa Fe Drive • Weatherford, Texas 76086
(817) 598 - 6139 FAX: (817) 598 – 6133

AUTOMATIC BANK DRAFT AUTHORIZATION FORM

Please choose from the following:

☑ Tax, Title and License Fees

☑ Registration Fees

Please note that if your bank has an ACH limit please notify this office and make sure that your work does not exceed that limit. Please have the limit raised, if necessary, or authorize the Parker County Tax Office to be able to exceed the limit if your work requires it

I (we) hereby authorize the Parker County Tax Assessor/Collector's Office, herein called Parker County Auto Registration, to initiate debit transactions from the U.S. Bank named below, herein called Depository, for the payment of the Tax, Title and License fees, or registration fees. I (we) understand that a NSF fee will be charged, as allowed by applicable law, if any item is returned for any reason.

Name JAMIE THORNHILL

Mailing Address 3404 FORT WORTH HWY City HUDSON OAKS State TX Zip 76087

Email JAMIE@THORNHILLMC.COM Phone 817.813-5595

Bank Name BANK OF TEXAS Account Name THORNHILL MOTOR COMPANY LLC

Routing Number [redacted] Account Number [redacted]

Bank Representative TOBY TAYLOR Phone 817.234.8633

This Authority is to remain in full force and effect until the Parker County Auto Registration and Depository have received written notification from me (us) 30 days prior of this termination to allow the Parker County Auto Registration and Depository a reasonable opportunity to act on it.

Authorized Signatures:

Signature _____ Date 10.16.24

Printed Name JAMIE THORNHILL Title OWNER

Signature _____ Date _____

Printed Name _____ Title _____

Return this form to the Parker County Tax Assessor/Collectors office at 1112 Santa Fe Dr., Weatherford, TX 76086. ATTN: Jenny Gentry, Tax Assessor Collector. For more information please contact 817-598-6137.

TEXAS TITLE GF NO. 2406183-140

CORRECTION INSTRUMENT
MATERIAL ERROR
PURSUANT TO SEC. 5.029, TEXAS PROPERTY CODE
~Executed by a Party to the Original Recorded Instrument~

COUNTY CLERK: PLEASE INDEX THIS INSTRUMENT UNDER THE NAMES OF THE PARTIES TO THE INSTRUMENT BEING CORRECTED

GRANTOR(S): William and Lori Hudspeth
GRANTEE(S): Parker County

DATE: October 21, 2024

AFFIANTS: William Hudspeth, Lori Hudspeth and Parker County

LEGAL DESCRIPTION: Being Lot 4, Block 1, of Brooks Meadow Subdivision, an addition in Parker County, Texas, according the the map or plat thereof recorded in Cabinet F, Slide 702 of the Plat Records Parker County, Texas.

DESCRIPTION OF ORIGINAL INSTRUMENT: Special Warranty Deed dated April 3, 2024 and filed of record on April 8, 2024 under Clerk's File 202408765, between William and Lori Hudspeth, Grantor(s) and Parker County, Grantee(s).

AFFIANT on oath swears that the following statements are true and correct and are within the personal knowledge of Affiant:

1. Our full legal names are **William Hudspeth and Lori Hudspeth** and we are over the age of eighteen (18) years and qualified to make this Affidavit.

2. We are the **William Hudspeth and Lori Hudspeth** of the original instrument and we have personal knowledge of the facts relevant to the correction of the Original Instrument.

3. We are making this Affidavit as a correction instrument pursuant to Section 5.029 of the Texas Property Code, with regard to the following material error(s) in the Original Instrument:
The Property described on "Exhibit A" was incorrect.

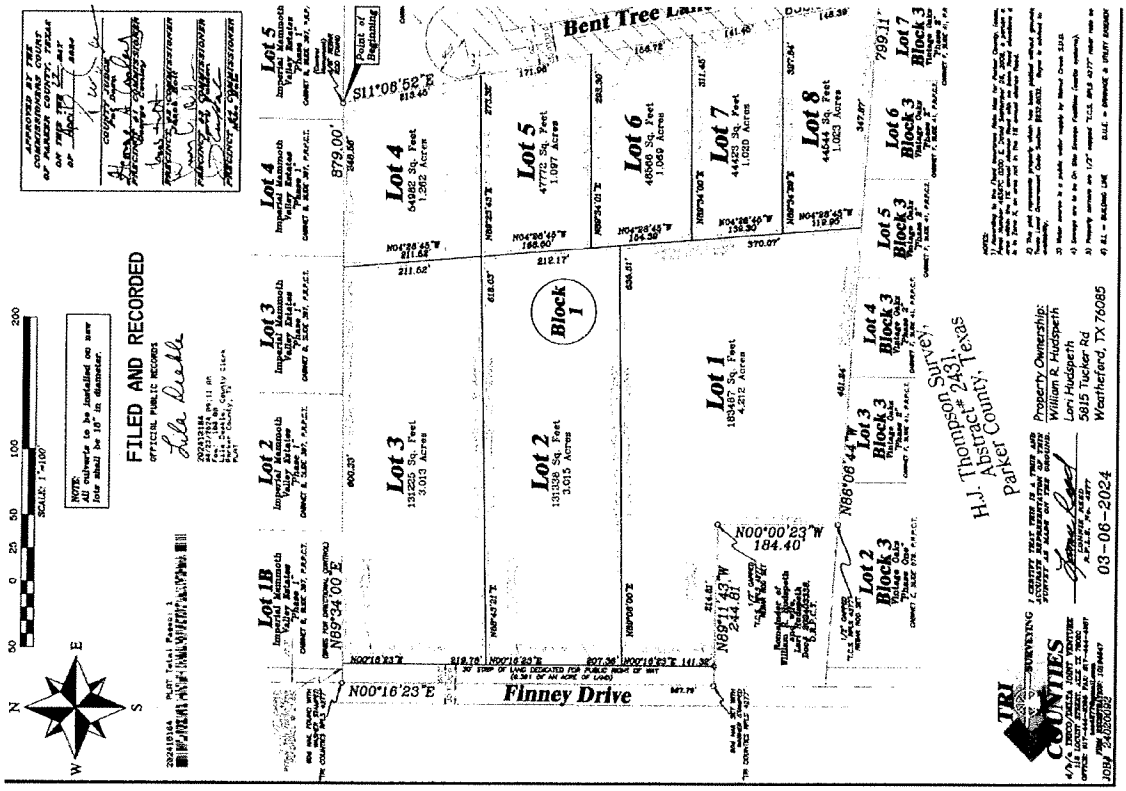
4. The Original Instrument should correctly read as follows with respect to the material error(s) described above, this being a material change to the Original Instrument:

The property described on "Exhibit A" is being replaced with that portion shown on plat as:

30' STRIP OF LAND DEDICATED FOR PUBLIC RIGHT OF WAY

(0.391 OF AN ACRE OF LAND)

and shown below along Finney Drive



AFFIANT:

_____

William Hudspeth

AFFIANT:

_____

Lori Hudspeth

AFFIANT: (acknowledged)

Parker County

_____

_____**printed name**

_____**title**

THE STATE OF TEXAS §

COUNTY OF _____ §

SWORN TO AND SUBSCRIBED before me on _____day of _____ , 20___, by **William Hudspeth and Lori Hudspeth.**

_____

Notary Public, State of Texas

Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF _____ §

SWORN TO AND SUBSCRIBED before me on _____day of _____ , 20___, by _____, _____ **of PARKER COUNTY.**

_____

Notary Public, State of Texas

Commission Expires: _____

ORIGIN ID:DALA (817) 329-1501
TEXAS TITLE - SOUTHLAKE DIRECT

601 ZENA RUCKER ROAD, SUITE 107

SOUTHLAKE, TX 76092
UNITED STATES US

SHIP DATE: 21OCT24
ACTWGT: 1.00 LB
CAD: 114601766/WSXI3000

BILL SENDER

TO **TEXAS TITLE - SOUTHLAKE DIRECT**

601 ZENA RUCKER ROAD, SUITE 107

SOUTHLAKE TX 76092

(817) 329-1501 REF: 2406183-140
INV:
PO: DEPT:

58CJ5/4FB6/C6C4

FedEx Express

J244024091001uv

TUE - 22 OCT 10:30A
PRIORITY OVERNIGHT

TRK# 0201 **2809 0160 2378**

76092

AD DALA

TX-US DFW

Karen Carlton

From: Charles Tucker <operator@millsapwatersupplycorp.com>
Sent: Wednesday, October 16, 2024 10:12 AM
To: Karen Carlton
Subject: Re: Maps
Attachments: Image_20240819_0001.pdf

Good morning, please see attached map for more information. We will be making waterline improvements in several areas in Millsap, with one area including a main that runs through or will run through some properties that are owned by the county. I apologize if I haven't given enough details, I am still new and unsure of what and where exactly we are improving services. If you have any other questions please call me. I will also leave the contact info for the engineering firm that is drawing up the plans and telling us we need the easements.

Engineering firm is Jacob Martin
Engineer is Cruz Trujillo
Phone number: 817-594-9880
Email is: ctrujillo@jacobmartin.com

From: Karen Carlton <karen.carlton@parkercountytx.com>
Sent: Wednesday, October 16, 2024 9:03 AM
To: Charles Tucker <operator@millsapwatersupplycorp.com>
Cc: Jamie Tierce <Jamie.Tierce@parkercountytx.com>
Subject: Maps

Good morning,
Would you please send the maps and I will print them for Jamie. We appreciate your help
Thank you,

Karen Carlton
Parker County Platting
101 North Main
Weatherford TX 76086
682-229-2270
Karen.carlton@parkercountytx.com

***** EFFECTIVE IMMEDIATELY **** THE PLATTING DEADLINE FOR ALL DOCUMENTS IS THE FIRST AND THIRD MONDAY OF EACH MONTH @ NOON OR ITEMS WILL BE PUSHED TO THE NEXT HEARING*****

HOGG MOUNTAIN RD
HWY 281
WHITHERS RD
MILLSAP HWY
S SWANSON RD
F.M. 1195
PALO PINTO COUNTY
PARKER COUNTY
MASTER METER WITH CITY OF MINERAL WELLS
F.M. 1195
F.M. 1195
F.M. 3028
PUMP STATION 1
HWY 281
SOUTHRIDGE DR
BENNETT RD
F.M. 3028
WILSON BEND RD
WILSON BEND RD
F.M. 113
OLD WATER TREATMENT PLANT SITE
COOL JNCT
F.M. 113
WSC TO VERIFY
PUMP STATION 2
WOOD RIVER RD
YOUNG RD
BULLDOG DR
COOL JNCT
OLD MILLSAP ROAD
N. PLUM ST.
W BRAZOS ST
OLD MILLSAP ROAD
PUMP STATION?
FAIRVIEW ROAD
FANNIN ST
PUMP STATION 3
FAIRVIEW ROAD
WHITE BULL LN.
SEE INSET
GHOLSON RD
F.M. 113
STEPHENS RD
STEPHENS RD
STRAIN RD
POE PRAIRIE RD
F.M. 113

COLORADO ST
BRAZOS RD
N CHERRY ST
N PINE ST
N FRONT ST
OLD MILLSAP RD
MESQUITE DR
N PLUM ST
W BRAZOS ST
BORDON ST
PUMP STATION?
FAIRVIEW ROAD
NW FRONT ST
S FRONT ST
TRAVIS ST
S LAMAR ST
FANNIN ST
PARKER ST
PALO PINTO ST
N HOUSTON ST
TARRANT ST
PUMP STATION 3
INSET
1" = 500'

LEGEND
1" WATER LINE
2" WATER LINE
3" WATER LINE
4" WATER LINE
6" WATER LINE
8" WATER LINE
10" WATER LINE
WATER METER
PUMP STATION
STORAGE TANK
GATE VALVE

MILLSAP W.S.C.
WATER SYSTEM MAP
NOVEMBER 2020

JACOB MARTIN
3451 CURRY LANE
ABILENE, TX 79606
325-695-1070
1926 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-594-9899
TBPE# F-2446

NORTH
1" = 1000'

Jamie Tierce

From: Andrea McDonald <amcdonald@weatherfordtx.gov>
Sent: Friday, October 11, 2024 11:58 AM
To: Jamie Tierce
Cc: Karen Carlton
Subject: City of Weatherford - ETJ Release
Attachments: Black Mountain Land - Advantage Opportunities LP_501 Pearson Ranch.pdf

Good Morning Jamie,

The attached property has been released from the City of Weatherford's ETJ today, October 11, 2024. If you have any questions or need anything further, please do not hesitate to reach out.

Thanks so much,

Andrea McDonald, TRMC, CMC
City Secretary | City of Weatherford
303 Palo Pinto Street
Weatherford, TX 76086

P: 817-598-4202 | F: 817-598-4294
amcdonald@weatherfordtx.gov
www.weatherfordtx.gov

This message (and any associated files) is intended only for the use of the individual or entity to which it is addressed and may contain confidential information or be subject to copyright. If you are not the intended recipient, you are hereby notified that any dissemination, copying, or distribution of this message, or files associated with this message, is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer. Messages sent to and from the City of Weatherford may be monitored. Internet communications cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete, or contain viruses. Therefore, we do not accept responsibility for any errors or omissions present in this message or any attachments that have arisen as a result of e-mail transmission. If verification is required, please request a hard-copy version. Any views or opinions presented are solely those of the author and do not necessarily represent those of the City of Weatherford.

RECEIVED
AUG 19 2024
City Secretary's Office

PETITION FOR RELEASE OF AREA FROM THE EXTRATERRITORIAL JURISDICTION

THE STATE OF TEXAS §
§
COUNTY OF PARKER §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF WEATHERFORD, TEXAS:

The undersigned (hereinafter called "Petitioner"), being an owner of a majority in value of land(s) situated within the area hereinafter described, which represents a total value of more than 50% of the value of all such area as indicated by the tax rolls of the Parker County Appraisal District, acting pursuant to Section 42.102 of the TEXAS LOCAL GOVERNMENT CODE, as amended, hereby respectfully petitions the City of Weatherford, Texas (hereinafter called the "City"), for the removal of the area described in **Exhibit A** and depicted in **Exhibit A-1** herein (the "Property") from the extraterritorial jurisdiction (the "ETJ") of the City.

In support of this Petition, Petitioner would respectfully show:

I.

Petitioner has authority, pursuant to Section 42.102(b), TEXAS LOCAL GOVERNMENT CODE, to file this Petition as the owner(s) of the majority in value of an area of land in the City's ETJ.

II.

This Petition is signed by a majority in value of the holders of title of land in the area described by this Petition, as indicated by the tax rolls of the Parker County Appraisal District and evidenced by proof attached as **Exhibit B.**

III.

This Petition has satisfied the signature requirements described by Sections 42.103 and 42.104(a), TEXAS LOCAL GOVERNMENT CODE, and Chapter 277, Election Code, not later than the 180th day after the date the first signature for the Petition is obtained.

IV.

The signature(s) collected for this Petition is in writing, pursuant to Section 42.104(c), TEXAS LOCAL GOVERNMENT CODE.

V.

The Property is located in Parker County, Texas, and totals approximately 189 acres, as described in **Exhibit A**, all of which is located within the ETJ of the City and, to the best of the Petitioner's knowledge, is not subject to any of the exceptions from applicability described in Section 42.101, TEXAS LOCAL GOVERNMENT CODE.

VI.

This Petition shall be verified by the City Secretary of the City or other person at the City responsible for verifying signatures.

VII.

The City must notify the residents and landowners of the Property of the results of the Petition, which notification requirement may be satisfied by notifying the Petitioner in writing.

VIII.

Because this Petition contains the number of signatures required by Section 42.104, TEXAS LOCAL GOVERNMENT CODE, to release the Property from the City's ETJ, the City shall immediately release the Property from its ETJ, pursuant to Section 42.105(c), TEXAS LOCAL GOVERNMENT CODE. Should the City fail to take action to release the Property by the later of (i) 45 days after the date the City receives this Petition, or (ii) the next meeting of the City's governing body that occurs after the 30th day after the date the City's receives this Petition, the Property shall be released from the ETJ by operation of law, pursuant to Section 42.105(d), TEXAS LOCAL GOVERNMENT CODE.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that: (a) this Petition be filed with the City Secretary of the City of Weatherford, Texas, and that, thereafter, the Property be removed from the ETJ of the City, in the manner provided by law, including Sections 42.102-105, TEXAS LOCAL GOVERNMENT CODE, as amended; (b) that this Petition be granted, and that it and the City's action thereon be filed of record and be recorded in the Office of the City Secretary of Weatherford, Texas; and (c) that Petitioner have such other order and relief to which they may show themselves entitled.

[Remainder of Page Intentionally Blank]

RESPECTFULLY SUBMITTED this 6th day of August, 2024.

PETITIONER

Advantage Opportunities LP, a Texas Limited Partnership

By: T.W. Patton
Name: Teary W Patton
Date of Birth:
Address: 20,000 US 377 south
Date of Signing: 8-16-2024

THE STATE OF TEXAS §
§
COUNTY OF Parker §

This instrument was acknowledged before me on this day, 6th, by Advantage Opportunities' Jerry Patton of August, on behalf of said corporation.

TINA RENEE HUGHES NOTARY PUBLIC STATE OF TEXAS ID 130529267 EXPIRES 10-2028

Tina Renee Hughes
Notary Public State of Texas

EXHIBIT A

LEGAL DESCRIPTION OF AREA TO BE REMOVED FROM THE EXTRATERRITORIAL JURISDICTION

Legal description of land:

189.046 acres situated in the SOLOMAN FRAZIER SURVEY, Abst No. 466; AMOS SIMMONS SURVEY, Abst. No. 2620 and the ELIJAH TUCKER SURVEY, Abst No. 2430, Parker County, Texas being that certain tract of land described in deed to Advantage Opportunities, LP by deed recorded in document number 202316435, Official Public Records, Parker County, Texas. Said 189.046 acre being more particularly described, as follows

Beginning at a 1/2' iron found being per deed call the north line of Pearson Ranch Road and being per deed call North 00 degrees 06 minutes 53 seconds East, 2741.33 feet and North 00 degrees 31 minutes 19 seconds East, 257.18 feet from the called southwest corner of the WILLIAM BAKER SURVEY, Abst. No. 183;

THENCE North 39 degrees 10 minutes 03 seconds West, along the north line of said Pearson Ranch Road 2801.30 feet to a 60d nail found in the southeasterly line of Farm To Market Highway No. 730;

THENCE North 38 degrees 49 minutes 19 seconds East, along the southeasterly line of said Farm to Market Highway No. 730, 765.55 feet to a 5/8" iron found at the beginning of a curve to the left whose radius is 5779.58 feet and whose long chord bears North 36 degrees 55 minutes 10 seconds East, 403.59 feet;

THENCE Along the southeasterly line of said Farm To Market Highway No. 730, along said curve in a northeasterly direction through a central angle of 04 degrees 00 minutes 07 seconds, a distance of 403.67 feet to a 5/8' iron found at the end of said cure;

THENCE North 35 degrees 08 minutes 39 seconds East, continuing along the southeasterly line of said Farm To Market Highway No. 730, 201.86 feet to a 1/2" iron found for the most northerly northwest corner of said Advantage Opportunities, LP tract and in the South line of that certain tract of land described in deed to DTB Investments, L.P. by deed recorded in document number 202224553, Official Public Records, Parker County,Texas;

THENCE South 89 degrees 49 minutes 27 seconds East, along the common line of said Advantage Opportunities, LP and DTB Investments, L.P. tracts, 2684.20 feet to a 3" steel fence post found for the northeast corner of said Advantage Opportunities, LP tract and being in a west line of that certain tract of land described in deed to Knox Ranch, LLC by deed recorded in document number 201202216, Official Public Records, Parker County, Texas;

THENCE South 00 degrees 23 minutes 00 seconds West, along the common line of said Advantage Opportunities, LP and Knox Ranch, LLC tracts 2724.53 feet to a capped Rivers 2190 1/2" iron found for the northeast corner of an area dedicated for right of way as shown on plat known as PEARSON RANCH ESTATES, and addition in Parker County, Texas according to the plat recorded in Cabinet E, Slide 12, Plat Records, Parker County, Texas;

THENCE South 88 degrees 24 minutes 10 seconds West, along the common line of said Advantage

Opportunities, LP tract and said right of way dedication passing the northeast and northwest corner of Lots 8 and 9 and the northeast corner of said Lot 7, said PEARSON RANCH ESTATES, in all 455.52 feet to a 1/2" iron found;

THENCE Continuing along the common line of said Advantage Opportunities, LP tract and PEARSON RANCH ESTATES, as follows:

South 00 degrees 35 minutes 12 seconds West, 35.77 feet to a 1/2" iron found;

South 88 degrees 23 minutes 51 seconds West, 342.48 feet to a 1/2" iron found;

North 86 degrees 07 minutes 55 seconds West, 826.53 feet to 1/2" iron found at the northwest corner of Lot 1 said PEARSON RANCH ESTATES;

THENCE South 00 degrees 23 minutes 27 seconds West, along the common line of said Advantage Opportunities, LP and said Lot 1, passing a capped Rivers 2190 1/2" iron found for the southwest corner of said Lot 1 at 545.54 feet and continuing in all, 553.01 feet to a capped Stevens Surveying 1/2" iron set being per deed call the north line of said Pearson Ranch Road;

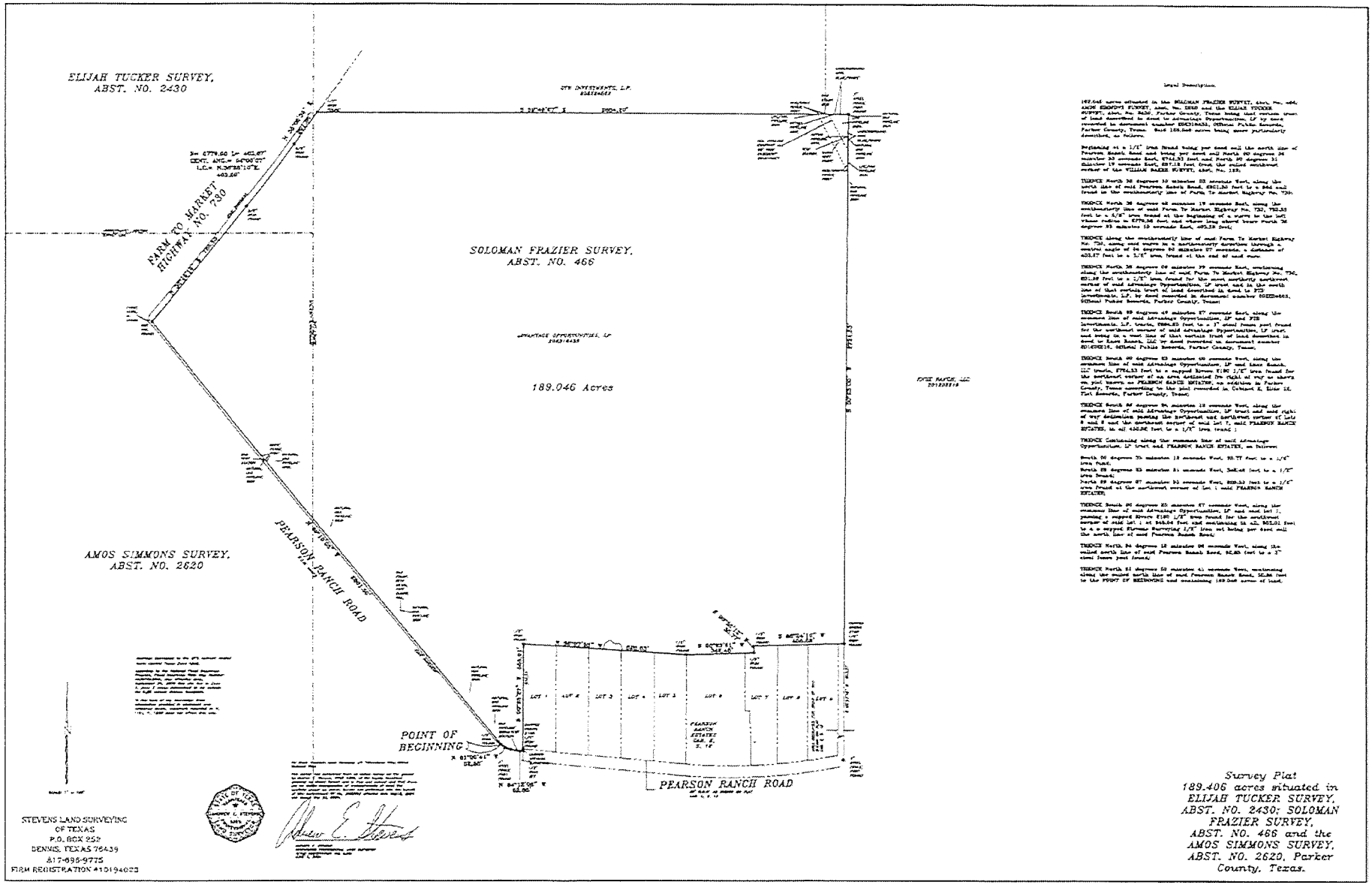
THENCE North 84 degrees 12 minutes 06 seconds West, along the called north line of said Pearson Ranch Road, 62.85 feet to a 3" steel fence post found;

THENCE North 61 degrees 00 minutes 41 seconds West, continuing along the called north line of said Pearson Ranch Road, 52.86 feet to the POINT OF BEGINNING and containing 189.046 acres of land.

EXHIBIT A-1

DEPICTION OF AREA TO BE REMOVED FROM THE EXTRATERRITORIAL JURISDICTION

[Please See Attached]



Survey Plat
189.406 acres situated in
ELIJAH TUCKER SURVEY,
ABST. NO. 2430; SOLOMAN
FRAZIER SURVEY,
ABST. NO. 466 and the
AMOS SIMMONS SURVEY,
ABST. NO. 2620, Parker
County, Texas.

FORT WORTH

Parker County Clerk
Lila Deakle
1112 Santa Fe Drive
Weatherford, Texas 76086

October 21, 2024

Properties: **AX-24-008 Approximately 110.1 Acres of Land in Parker County, Located at The Northeast Corner of Famer (FM 3325) and I-20**

Re: **NOTICE OF INTENT TO ANNEX – October 29, 2024**

Dear Parker County Clerk,:

The City of Fort Worth has received two separate requests to annex the properties noted above and is providing you notice of the proposed annexations. A map of these areas is included on the back of this letter.

On October 29, 2024, the City Council is expected to begin following the schedule below for the proposed annexations' public hearings and the City Council's final actions on each request.

Tuesday, October 29, 2024 at 10:00 a.m.: Public Hearing
Tuesday, October 29, 2024 at 10:00 a.m.: Vote on annexation

Meetings will be held at City Hall, City Council Chamber, 200 Texas Street, Fort Worth, Texas and will be part of the City Council's scheduled meeting. Notice of any changes in the above-referenced schedule will be provided to you. The annexation hearing schedule was published in the Star Telegram on Friday, October 18 and is posted on the City's website at www.fortworth.gov/department-services/annexation.

Your participation in these meetings is encouraged. Please contact Leo Valencia, Senior Planner at 817-392-2497 or Leo.Valencia@FortWorthTexas.gov to answer any questions you might have.

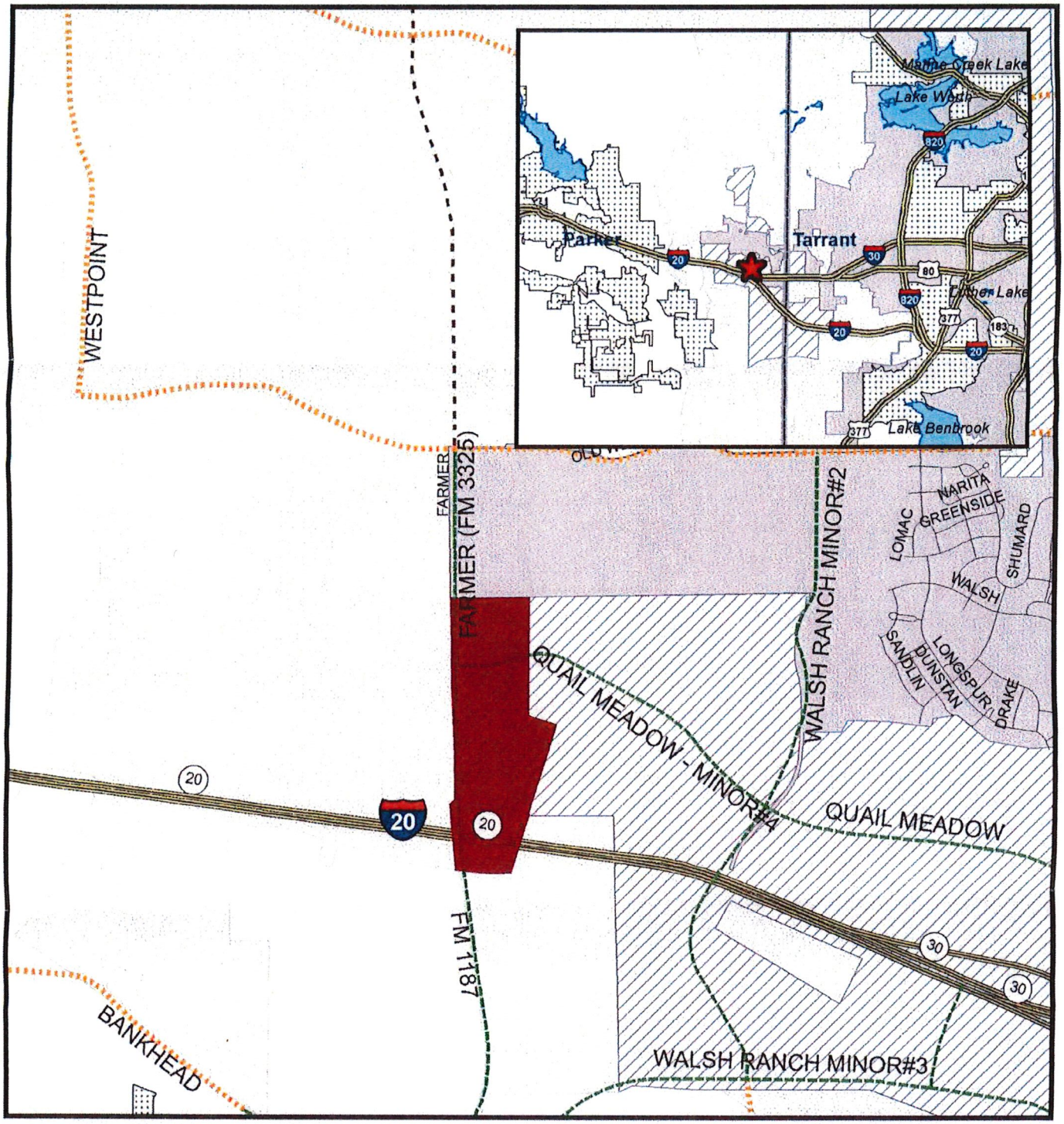
Sincerely,

Derek Hull,
Planning Manager

AX-24-008 (Walsh West)

Exhibit A

Approximately 110.1 Acres Adjacent to Council District 3



Master Thoroughfare Plan

Land Use

- Commercial Connector
- Neighborhood Connector
- System Link
- Adjacent Cities

Fort Worth

- Full Purpose
- Limited Purpose
- Extraterritorial Jurisdiction
- Subject Area

0 1,500 3,000 Feet

1:24,000

FORT WORTH.

Planning & Development Department
07/11/2024

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