



**NOTICE OF MEETING
WALLER COUNTY, TEXAS
COMMISSIONERS COURT**

**Wednesday, April 03, 2024 at 9:00 AM
Waller County Joe Kuciemba Annex, Hempstead, Texas**

AGENDA

NOTICE is hereby given that the Commissioners Court of Waller County, Texas, will meet at the date and time listed above at its meeting place at:

**Waller County Joe Kuciemba Annex
425 FM 1488
Hempstead, Texas 77445**

Said meeting will be a regular meeting for the purpose of transacting the business of the County and to **consider and take possible action on any of the agenda items listed below:**

CALL TO ORDER

1. Approval of Agenda.

PUBLIC COMMENT

CONSENT AGENDA

Items identified within the Consent Agenda are of a routine nature and will be passed with one vote without being discussed separately. If a member of the court or public requests that a particular item be discussed, that agenda item will be pulled from the Consent Agenda and discussed as part of the regular agenda at the appropriate time. One vote will approve the remaining items on the Consent Agenda.

- [2.](#) Approval of Minutes.
3. Request by County Treasurer for approval of Payroll disbursements.
4. Request by County Auditor to approve and/or ratification of Accounts Payable.
- [5.](#) Request by County Tax Assessor Collector to approve refunds in excess of \$500.00 in accordance with section 31.11 Texas Tax Code.
- [6.](#) Place roads in Sunterra -Section 53 into a one year warranty period beginning March 8th, 2024, as recommended by the County Engineer.

Requests to approve payments

- [7.](#) \$7,800.00 for Invoice # 1320 to Fort Bend Medical Examiner from line item 125-423-540702 [Autopsy].

8. \$1,360.00 for Invoice #88985 to Texas Association of Counties from line item 125-411-562300 [County Organizational Dues].
9. \$75,000.00 for Invoice # 2454 to Waller County Economic Development from line item 125-411-547200 [Economic Development].
10. \$500.00 for Invoice # 0531 and \$500.00 for Invoice # 0492 for a total of \$1,000.00 to Clay's Funeral Home from line item 125-423-540705 [Transport to Morgue].
11. \$1,984.43 for Invoice #27 to King Architectural Consulting Services from line-item 604-604-545405 [Professional Services].
12. \$2,592.00 for Invoice dated March 12, 2024 to the County Judges and Commissioners Association of Texas from line item 125-411-562300 [County Organizational Dues].

PROCLAMATION

13. Approve Proclamation recognizing April as Child Abuse Awareness and Prevention Month in Waller County.

COUNTY ENGINEER

14. Publicly open statements of qualifications received pursuant to the Traffic-Specific Engineering Services solicitation (RFQ#240306-20).
15. Approve the Infrastructure Development Plan of Finca Agave Retreat in Precinct 1.
16. Approve revised fee schedule.
17. Approve Subdivision Development Agreement with Sofi Lakes LLC for the Sofi Lakes subdivision.
18. Approve Subdivision Development Agreement with Woodmere Development Co., Ltd. for the Pattison Farms subdivision.

SHERIFF

19. Approve purchase of seven (7) Chevrolet Tahoe's from Caldwell Chevrolet for a total of \$347,110.00 to be paid from ARPA funds.
20. Approve service agreement with NEOGOV for purchase of PowerDMS policy management software and user licenses. Purchase price is \$14,859.10 to be paid from line item 125-516-581700 [Equipment].
21. Approve advertisement in The Waller County Express for a request for proposals for one (1) Chevrolet HD2500 truck and six (6) Chevrolet Equinox.
22. Approve replacement of existing link from Waller County Radio System to Harris County RNOC (Radio Network Operations Center). One time charge of \$350.00 and a monthly cost of \$1,145.74 for a three (3) year term or one time charge of \$350.00 and a monthly cost of \$1,115.74 for a five (5) year term. Funds to be paid from line item 125-411-542502 [Internet Services].

23. Rescind approval of First Amendment to Interlocal Agreement for Law Enforcement Services with Waller ISD approved on March 20, 2024.
24. Approve updated First Amendment to Interlocal Agreement for Law Enforcement Services with Waller ISD.

COMMISSIONER, PRECINCT 4

25. Discuss vehicle purchase options for a vehicle for Precinct 4 Commissioner.

LIBRARY

- [26.](#) Approve ICS proposal for replacement of AT & T phone lines and Fax line with six (6) phones and one (1) fax line. Monthly cost of \$219.75 for a 60 month term to be paid from line item 125-411-542501 [Telephone/Equip & Svc].

GRANT MANAGER

27. Authorize the County Judge to execute GLO Contract No. 24-065-016-E173 in the amount of \$2,041,703.00 with the Texas General Land Office relative to the Waller County HUD MID Water Improvement (Waller County Prairie View Water Plant) and Planning (Waller County Planning Study) projects.
- [28.](#) Authorize and approve Change Order #1 in the amount of \$61,818.90 relative to the Goya Road Drainage Improvements Project. Total project cost is now \$709,693.63. Funds to be paid from line item 241-595-561209 [ARPA Miscellaneous].

TREASURER

- [29.](#) Request to amend the 2024 Salary Order.

AUDITOR

30. Approve 2024 budget adjustments and line-item transfers.

MAINTENANCE

31. Publicly open proposals received pursuant to the Maintenance Department Fleet Vehicles solicitation (RFP # 240220-25).

MISCELLANEOUS

32. Authorize appraisal of 425 Business 290 by Southwest Realty Consultants.
33. Approve a Resolution Expressing Intent to Finance and Reimburse Expenditures to be Incurred by Waller County, Texas.
34. Select outside counsel for mobility bond projects (RFP 240207-24).
35. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to the purchase,

exchange, lease, or value of real properties would have a detrimental effect on the position of the County in negotiations with third persons.

36. Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to contract negotiations for it would have a detrimental effect on the position of the County in negotiations with third persons.

EXECUTIVE SESSION

37. Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.071.
38. Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725.
39. Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.
40. Reconvene in Open Session to take any action necessary on matters discussed in Executive Session.

ADJOURN MEETING

NOTICE

The County Commissioners Court of Waller County reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberation about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 Personnel Matters, 551.076 (Deliberations about Security Devices) and 551.086 (Economic Development).



MINUTES

WALLER COUNTY COMMISSIONERS COURT REGULAR SESSION WEDNESDAY – MARCH 20, 2024

BE IT REMEMBERED that the Honorable Commissioner's Court of Waller County, Texas, met in **REGULAR SESSION** on Wednesday, the 20th day of March 2024 at its meeting place at the Waller County Joe Kuciemba Annex, Hempstead, Texas.

CALL TO ORDER

The meeting was called to order by Waller County Judge Trey Duhon at 9:03 a.m. with the following members of the Court present to-wit:

Carbett "Trey" J. Duhon III, County Judge
John A. Amsler, Commissioner Precinct 1
Walter Smith, Commissioner Precinct 2
Kendric D. Jones, Commissioner Precinct 3
Justin Beckendorff, Commissioner Precinct 4
Debbie Hollan, County Clerk

Delivery of Invocation by: Commissioner Amsler
Pledge to the American Flag and Texas Flag led by: Commissioner Beckendorff

Commissioner Jones made motion to approve agenda, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon	– Yes	Commissioner Amsler	– Yes	Commissioner Smith	– Yes
		Commissioner Jones	– Yes	Commissioner Beckendorff	– Yes

PUBLIC COMMENT

1. Larry Parr 2. Ross McCall 3. Dr. Denise Mattox

CONSENT AGENDA

Items identified within the Consent Agenda are of a routine nature and will be passed with one vote without being discussed separately. If a member of the court or public requests that a particular item be discussed, that agenda item will be pulled from the Consent Agenda and discussed as part of the regular agenda at the appropriate time. One vote will approve the remaining items on the Consent Agenda.

2. Approval of Minutes – March 6, 2024 Regular Session
3. Request by County Treasurer for approval of Monthly Report.
4. Request by County Treasurer for approval of Payroll disbursements.
5. Request by County Treasurer for approval of Election Payroll disbursements.

6. Request by County Treasurer to approve disbursement of funds for Retiree Insurance Premiums.
7. Request by District Clerk for approval to Transfer fixed Assets to the Maintenance Department.
8. Request by County Auditor for approval and/or ratification of Accounts Payable.
9. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right of Way by CenterPoint Energy -Gas to place 420' of a 2" IP PLA SVC Line on Stockdick Rd.
10. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right of Way, by Matterhorn Express Pipeline, LLC for an 12" Natural Gas Pipeline within the right of way of Morton Road in Precinct 4.
11. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right of Way, by Matterhorn Express Pipeline, LLC for a 12" Natural Gas Pipeline within the right of way of Schlipf Road in Precinct 4.
12. Request by County Engineer to approve the Final Plat of Freeman Ranch Section 5 and accept the Counstruction Bond in Precinct 3.
13. Request by County Engineer to approve a Permit to Construct Utility in Waller County Right of Way, by PS Lightwave, Inc. for a Fiber Optic Cable within the right of way of Jordan Ranch Blvd. in Precinct 4.
14. Request by County Engineer to approve the application to Amend The Major Thoroughfare Plan/Map by Maple Development LLC, and authorize the Road and Bridge Department to issue a public notice in the Katy Times, for two consecutive weeks, establishing a public hearing during the regular session of Commissioners' Court on April 17, 2024.

Requests to approve payments

15. \$1,206.00 for Invoice # 16303, \$2,887.00 for Invoice # 16402, \$2,932.00 for Invoice # 16403, \$2,887.00 for Invoice # 16426, and \$2,932.00 for Invoice # 16258 for a total of \$12,844.00 to Harris County from line item # 125-423-540702 [Autopsy].
16. \$1,200.00 for Invoice dated February 19, 2024 and \$1,100.00 for Invoice dated February 28, 2024 for a total of \$2,300.00 to Schmidt Funeral Home from line item # 125-423-540705 [Transport to Morgue].

Motion to approve Consent Agenda made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

*Commissioner Amsler
Commissioner Jones*

*– Yes
– Yes*

*Commissioner Smith
Commissioner Beckendorff – Yes*

EXTENSION OFFICE

17. **Introduction** of Shawn Russell, the new Cooperative Extension Program 4-H Agent through Prairie View A&M University. *No action required.*

18. **Introduction** of Matthew March, the new County Extension Agent for Agricultural and Natural Resources for Waller County. *No action required.*

AUDITOR

19. Approve 2024 budget adjustments and line-item transfers.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

20. **Presentation** of Financial Transparency section of the Waller County Website.

No action required.

COUNTY JUDGE

21. **Presentation** of Delinquent tax and fine and fee collection report by Otilia Gonzales, Perdue Brandon Fielder Collins & Mott, LLP. *No action required.*

22. Approve a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to Waller County, Texas and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

23. Approve payment of \$154.63 to Trey Duhon for out of state travel expense to Washington, D.C. for H-GAC Meeting January 11 thru January 14, 2024. Funds to be paid from line item 125-440-563000 [Training & Conference Expense].

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

COUNTY ENGINEER

24. Approve placement of Freeman Ranch Section 5 into a One Year Warranty Period, with the starting date to be February 8th, 2024. Road construction has met Substantial Completion and road will be reviewed again in (1) one year for final acceptance. Precinct 3.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

25. Approve acceptance of Substantial Completion of privately maintained roads in Sunterra - Section 24 in Precinct 3.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

26. Approve acceptance of Substantial Completion of privately maintained roads in Sunterra - Section 25 in Precinct 3.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

27. Approve acceptance of roads in Sunterra - Section 26 in Precinct 3. It is recommended by the County Engineer that Waller County accept the roads for maintenance.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

28. Approve acceptance of Substantial Completion of privately maintained roads in Sunterra - Section 31 in Precinct 3.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

29. Approve 36 month agreement with Consolidated Communications for an internet service provider for the Road and Bridge Office in Brookshire. Funds to be paid from line item 110-524-544900 [Service Contracts/Repairs Leases].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

30. Approve advertisement in The Waller County Express of a request for proposals for County-wide seal coating services. Funds to be paid from line item 125-401544100 [Bid Notices and Printing].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

31. Authorize the County Engineer to resolicit and approve advertisement in The Waller County Express for request of qualifications for drainage-specific engineering services. Funds to be paid from line item 125-401-544100 [Bid Notices and Printing].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

32. Approve variance request to the Waller County Subdivision and Development Regulations regarding Section 3.4.8 Flag Lot access length, by Shawn Culhane in Precinct 1.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote. **Variance GRANTED.**

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – Yes

Commissioner Smith – Yes
Commissioner Beckendorff – Yes

33. Approve the purchase of a replacement vehicle from Wischnewsky Dealership for \$48,560 for the Road and Bridge Department to replace a unit totaled in an accident. Funds to be paid from line item 110-530-581100 [Construction Equipment].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Commissioner Beckendorff made motion to table, seconded by Commissioner Jones.

Motion carried by 5-0 vote. **Item TABLED.**

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

34. Approve General Land Plan for Lakes of Cane Island by Brad Sweitzer.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

35. Approve variance requests to the Waller County Subdivision and Development Regulations for Mirabella Development in Precinct 3 by Brad Sweitzer.

A. Regarding Minimum Street Requirements, Appendix A. Section 4.3.5, for a centerline radius of 300' instead of 650'

B. Regarding Minimum Street Requirements, Appendix A. Section 4.2.5, for a collector street centerline radius of 650' instead of 1200'

C. Regarding Platting Procedure, Section 3.4.7, for a minimum lot width of 40' instead of 50'

D. Regarding Minimum Street Requirements, Appendix A. Section 4.2.2, for a minimum ROW width for collector streets of 60' instead of 80'

E. Regarding Minimum Street Requirements, Appendix A. Section 4.3.4, for a minimum cul-de-sac ROW radius of 60' instead of 70'

F. Regarding Minimum Street Requirements, Appendix A. Section 4.3.1, for a minimum ROW width of 50' instead of 60'

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote. **Variances GRANTED.**

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

36. Approve variance requests to the Waller County Subdivision and Development Regulations for Maple Park Development in Precinct 4 by Jennifer Curtis.

A. Regarding Platting Procedure, Section 3.4.7, for a minimum lot width of 40' instead of 50'

B. Regarding Platting Procedure, Section 3.4.15, for a minimum side street building line of 10' instead of 15' on local streets

C. Regarding Street Alignments, Appendix A. Section 3.3, for a dead-end street to remain as a dead end on a temporary cul-de-sac and to have a 60' radius ROW instead of a 70' radius ROW

D. Regarding Minimum Street Requirements, Appendix A. Section 4.2.4, for a minimum pavement cross section for collector streets of 28' instead of 32'

E. Regarding Minimum Street Requirements, Appendix A. Section 4.3.5, for a minimum centerline radius 300' instead of 650'

F. Regarding Minimum Street Requirements, Appendix A. Section 4.3.4, for a minimum cul-de-sac ROW radius of 60' instead of 70'

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Commissioner Beckendorff made motion to table, seconded by Commissioner Smith.

Motion carried by 5-0 vote. **Item TABLED.**

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

Court convened to Executive Session at 10:37 a.m.

Court reconvened from Executive Session at 10:54 a.m.

Commissioner Smith made motion to take #36 off the table, seconded by Commissioner Amsler.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

Commissioners Beckendorff made motion to amend the original motion to approve with the contingency on the approval of a GA or a Development Agreement, seconded by Commissioner Smith.

Amendment carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

Amended Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

37. Approve Subdivision Development Agreement with Maple Woods Development, LLC for the Maple Woods subdivision.

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Commissioner Smith made motion to table, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote. **Item TABLED.**

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

38. Approve Transportation Development Agreement with Maple Woods Development, LLC.

Motion made by Commissioner Smith seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

Returned to Agenda Item #37

37. Approve Subdivision Development Agreement with Maple Woods Development, LLC for the Maple Woods subdivision.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

Proceeded with Agenda Item #39

39. **Open** sealed bids submitted for County Ditch Maintenance Services (RFP #240220-22). *No bids received.*

ENVIRONMENTAL DEPARTMENT

40. Approve a variance request to the Subdivision Development Regulations, Engineering Design Standards, Section 2- Lot size, regarding the minimum lot size per dwelling, by Ms. Mina P. Torrance.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote. **Variance GRANTED.**

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – Yes**SHERIFF**

41. Approve request to create a separate Commercial Motor Vehicle Enforcement department under the Sheriff's budget. *(no back up submitted)*

Commissioner Smith made motion that we approve the request, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – Yes

42. **Spread** upon the minutes the Waller County Sheriff's 2023 Equitable Sharing Agreement and Certification. *No action required.*

43. Approve request to purchase GoTo Resolve IT management software at a cost of \$120.00 per month for a total of \$1,440.00 to be paid from line item 125-516-562323 [Due and Subscriptions].

Motion made by Commissioner Smith, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – Yes

44. ~~Approve purchase of 14 patrol and administrative vehicles.~~ **Item WITHDRAWN.**

45. Approve First Amendment to Interlocal Agreement for Law Enforcement Services with Waller ISD.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – Yes**DIRECTOR OF POLICY & ADMINISTRATION**

46. Approve additional member to the Long Range Planning Committee to include member from the IT Department.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – Yes

47. Discussion on County Assistance District in reference to the November Election.
No action required.

48. Approve Legal Services Contract for Development Agreements.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – Yes**GRANT MANAGER**

49. Authorize the County Judge to execute GLO Contract No. 24-065-015-E172 in the amount of \$6,732,697.00 with the Texas General Land Office relative to the Waller County HUD MID Drainage Improvements (aka Regional Detention Facility).

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

50. Approve ratification of the Grant Agreement between the County and the Texas Comptroller of Public Accounts relative to the Rural Sheriff's Office Salary Assistance Grant in the amount of \$500,000.00.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

51. Authorize the County Judge to execute the Grant Agreement between the County and the Texas Comptroller of Public Accounts relative to the Rural Prosecutor's Office Salary Assistance Grant Program in the amount of \$275,000.00.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

52. Approve advertisement in The Waller County Express of a request for proposals for designated ARPA-approved seal coating road projects. Funding to be paid from line item 125-401-544100 [Bid Notices and Printing].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

53. Authorize the County Judge to execute an engineering services contract with Pape-Dawson Consulting Engineers, LLC relative to the CDBG-MIT Hurricane Harvey HUD MID Infrastructure Projects.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Commissioner Beckendorff made motion to table, seconded by Commissioner Jones.

Motion carried by 5-0 vote. **Item TABLED.**

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

TREASURER

54. Designate Tina Carrillo as the Healthy County Coordinator, as requested by the County Treasurer.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

MISCELLANEOUS

55. Approve the Agreement with Navasota Soil and Water Conservation District No. 440 and payment of \$2,500.00 from line item 125-411-547330 [Soil & Water Conserv.] as allocated in the 2024 Budget.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones

– Yes

Commissioner Beckendorff

– Yes

56. Approve Resolution for the Nomination for a Board of Director for the Waller County Appraisal District to replace the recently vacated position by Jim Sette.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

57. Approve Quitclaim Deed for Parcel ID No. P00071675 (133), a section of Anserra Trail at the I-10 frontage road, and authorize County Judge to sign the Quitclaim Deed.

Motion made by Commissioner Beckendorff, seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

58. Approve order authorizing County Judge to sign closing documents for the sale of the museum and former tax office to the City of Brookshire.

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Smith

– Yes

Commissioner Jones – Yes

Commissioner Beckendorff – Yes

59. **Open** responses to RFQ for Mobility Bond Program Manager (RFQ # 240207-26).

The following responses were submitted and opened by the Court:

1. Received March 18, 2024 from Quiddity at 2:21 p.m.
2. Received March 19, 2024 from Tetra Tech at 1:36 p.m.
3. Received March 19, 2024 from LJA Engineering at 11:27 a.m.
4. Received March 18, 2024 from Stuart Consulting Group at 3:07 p.m.
5. Received March 19, 2024 from Halff & Associates at 8:31 a.m.
6. Received March 19, 2024 from DE Corp (DEC) at 8:24 a.m.

60. **Open** responses to RFP for Outside Counsel for Mobility Bond Projects (RFP # 240207-24).

The following responses were submitted and opened by the Court:

1. From Husch Blackwell LLP received March 18, 2024 at 10:02 a.m.

61. ~~Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to the purchase, exchange, lease, or value of real properties would have a detrimental effect on the position of the County in negotiations with third persons. Item WITHDRAWN.~~

62. ~~Approve deliberation of business and financial issues in executive session based on determination and recommendation from the District Attorney's Office that deliberation in an open meeting regarding business and financial issues related to contract negotiations for it would have a detrimental effect on the position of the County in negotiations with third persons. Item WITHDRAWN.~~

DIRECTOR OF FACILITIES

63. Approve payment of ~~\$8,661.00~~ **\$7,000.00** for Invoice #0035059 Embassy Records Management and Storage from line item 604-604-581837 (Swing Space).

Motion made by Commissioner Jones, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – Yes

64. Approve reimbursable payment of \$80,660.00 to Sedalco for the Building Permit from line item 604-604-581000 (Courthouse Soft Cost #6).

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – Yes

65. Approve Payment of \$529,151.53 for Application # 16 to Sedalco from fline item 604-604-581000 [Bldg Purch,Const, or Improv].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – Yes

66. Approve payment of \$27,670.49 for Invoice # 12307 to Sedalco for PAY APP #1 from line item from line item 125-600-581620 [Justice Center Modular Building Design Fees].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – Yes

67. Approve request for advertisement in The Waller County Express for proposals for Janitorial Services for County Buildings. Funding to be paid from line item 125-401-544100 [Bid Notices and Printing].

Motion made by Commissioner Jones, seconded by Commissioner Beckendorff.

Commissioner Beckendorff made motion to table, seconded by Commissioner Amsler.

Motion carried by 5-0 vote. **Item TABLED.**

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – Yes

68. Presentation and approval of materials and colors for the Waller County Courthouse project.

Judge Duhon made motion to approve the selections as we have up there on the board with the traditional furniture, the green and wood combination and then the selections we have on the table seconded by Commissioner Jones.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler – Yes
Commissioner Jones – YesCommissioner Smith – Yes
Commissioner Beckendorff – Yes

EXECUTIVE SESSION

69. ~~Consultation with District Attorney and outside counsel pursuant to Government Code Section 551.074.~~ **Item WITHDRAWN.**

70. ~~Deliberate business and financial issues related to the purchase, exchange, lease or value of real properties pursuant to Government Code Sections 551.072 and 551.0725.~~ **Item WITHDRAWN.**

71. ~~Deliberate business and financial issues related to contract negotiations pursuant to Government Code 551.0725.~~ **Item WITHDRAWN.**

72. ~~Reconvene in Open Session to take any action necessary on matters discussed in Executive Session.~~ Item **WITHDRAWN**.

ADJOURN MEETING

Motion to **adjourn** meeting by Commissioner Amsler, seconded by Commissioner Smith.

Motion carried by 5-0 vote.

Judge Trey Duhon – Yes

Commissioner Amsler

– Yes

Commissioner Jones

– Yes

Commissioner Smith

– Yes

Commissioner Beckendorff – Yes

Meeting was **ADJOURNED** at 1:52p.m.

I **ATTEST** that the above proceedings are the true and correct minutes taken in my capacity as
Ex-Officio for the Commissioners' Court of Waller County.

Debbie Hollan
Waller County Clerk

APPROVED this the 3rd day of April 2024.

Carbett "Trey" J. Duhon, III
County Judge



WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE
Tax Assessor-Collector

(979) 826-7620
(979) 826-7619 Fax

730 9th Street
Hempstead, Texas 77445

March 4, 2024

Honorable Judge Trey Duhon
And
Honorable Commissioners' Court
Waller County
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

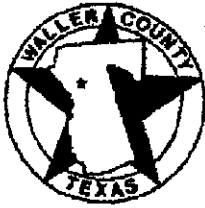
Account#	Owner	explanation	refund amount
P302038	BUC-EE'S LTD	Agreed Judgment	\$2,633.67
R15812	C L Thomas Holdings LLC	Agreed Judgment	\$1,194.58
R160482	Wyche Denise	OA	\$1,408.84
R21142	Sanchez Paola Vega	HS	\$ 642.63
R21498	Lehne Andrew John	HS	\$ 707.87
R22127	Feiertag Robert	HS	\$1,119.38
R222084	Glenn Dylan Patrick	HS	\$2,486.76
R225735	Rivera Jose L	Delete	\$ 504.81
R327361	BUC-EE'S LTD	Value	\$4,043.58
R338236	Kucko Mallory Lynn	HS	\$ 509.90
R338700	Sara Katy 10 LLC	Value	\$8,630.54
R345245	Morino Cynthia June	HS OA	\$ 948.92
R351275	Guillet Ivonne Agrait	HS	\$1,151.18
R378890	Moore David Adrian	HS DV3	\$1,039.84
R387455	Malone Anhlee Nguyen	HS	\$ 683.39
R388328	Snim Property LLC	Value	\$12,282.33
R45846	Reynolds Todd Alan	HS	\$ 622.77
R6186	Anderson Danny R	HS	\$1,194.61

Sincerely,



Ellen C. Shelburne
Waller County
Tax Assessor Collector

2022 #19



WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE
Tax Assessor-Collector

(979) 826-7620
(979) 826-7619 Fax

730 9th Street
Hempstead, Texas 77445

March 4, 2024

Honorable Judge Trey Duhon
And
Honorable Commissioners' Court
Waller County
Hempstead, TX 77445

Commissioners:

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Account#	Owner	explanation	refund amount
P302038	BUC-EE'S LTD	Value	\$ 2,859.44
R10121	C L Thomas Holdings LLC	Value	\$ 576.69
R162549	Costco Wholesale Corporation	AG	\$24,613.95
R21498	Lehne Andrew John	HS	\$ 565.29
R22127	Feiertag Robert	HS	\$ 834.22
R345245	Morino Cynthia June	HS OA	\$ 642.57
R351275	Guillet Ivonne	HS	\$ 615.73
R6186	Anderson Danny R	HS	\$ 1,008.88

Sincerely,

A handwritten signature in black ink, appearing to read "Ellen".

Ellen C. Shelburne
Waller County
Tax Assessor Collector



WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE
Tax Assessor-Collector

(979) 826-7620
(979) 826-7619 Fax

730 9th Street
Hempstead, Texas 77445

March 4, 2024

Honorable Judge Trey Duhon
And
Honorable Commissioners' Court
Waller County
Hempstead, TX 77445

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In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
P302038	BUC-EE'S LTD	Value	\$ 3,224.41
R10121	C L Thomas Holdings LLC	Value	\$ 587.51

Sincerely,

A handwritten signature in cursive script, appearing to read "Ellen C. Shelburne".

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2020 #42



WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE
Tax Assessor-Collector

(979) 826-7620
(979) 826-7619 Fax

730 9th Street
Hempstead, Texas 77445

March 7, 2024

Honorable Judge Trey Duhon
And
Honorable Commissioners' Court
Waller County
Hempstead, TX 77445

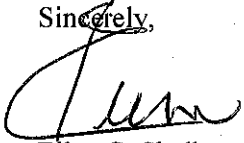
Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
P214084	DCP Guadalupe Pipeline	Value	\$ 590.72
R152283	Collins Silas T	HS OA	\$ 1,929.90
R15550	Morello Stephen	HS	\$ 979.54
R162494	Walker Daniel	HS OA	\$ 640.52
R170161	Wiemken Sarah	HS	\$ 682.19
R176549	Stiles George P	S/O	\$ 3,931.50
R183365	Barbosa Aurora	HS	\$ 863.65
R19049	Troyer Joel	Value	\$ 853.99
R20291	Fraga Maegan	HS OA	\$ 677.25
R203261	Leal Enrique Gonzalez	Value	\$ 4,984.62
R20588	Panameno Monica	HS	\$ 1,825.38
R20990	Brown Roderick	HS	\$ 797.74
R212152	Blanco Oscar	HS	\$ 1,435.49
R21383	Fuentes Raymond	HS OA	\$ 1,126.01
R233027	Sexton Cristina	HS	\$ 1,200.43
R241377	Rodriguez Jesus M	HS	\$ 2,624.65
R24218	Conejo Hermilo Jr	HS	\$ 587.02
R24611	O'Malley Bob	Value	\$ 1,414.97
R322588	Pellegrino Wendy	DVHS	\$ 867.90
R338516	Lambright Lori	HS	\$ 753.38
R338919	Rodriguez Manuel Jr	DVHS	\$ 972.56
R357179	Ngoc Quynhaanh Ha	HS DP	\$ 1,046.86

R357449	Bryant James Lee Jr	DV3 HS	\$ 613.15
R388220	Flick Adam	DV HS	\$ 2,367.41
R391149	Brookshire Land Holding LLC		\$ 4,030.58
R397738	Just Horse'n Around Ranch LP	Value	\$ 2,124.79
R398009	Romero Matthew Raymond	HS	\$ 1,829.00
R400154	L7 Properties LTD	25.25	\$ 604.68

Sincerely,



Ellen C. Shelburne
Waller County
Tax Assessor Collector

2023 # 9



WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE
Tax Assessor-Collector

(979) 826-7620
(979) 826-7619 Fax

730 9th Street
Hempstead, Texas 77445

March 7, 2024

Honorable Judge Trey Duhon
And
Honorable Commissioners' Court
Waller County
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
P214084	DCP Guadalupe Pipeline	Value	\$ 591.40
R20291	Fraga Maegan	HS OA	\$ 668.30
R212152	Blanco Oscar	HS	\$ 938.48
R327190	Geosouthern Intermediate	Value	\$ 4,448.31
R357179	Ngoc Quynhaanh Ha	HS DP	\$ 835.14
R371783	Wang Globalnet	Value	\$20,863.12

Sincerely,

A handwritten signature in cursive script, appearing to read "Ellen".

Ellen C. Shelburne
Waller County
Tax Assessor Collector



WALLER COUNTY TAX OFFICE

WALLER COUNTY, TEXAS

ELLEN C. SHELBURNE
Tax Assessor-Collector

(979) 826-7620
(979) 826-7619 Fax

730 9th Street
Hempstead, Texas 77445

March 7, 2024

Honorable Judge Trey Duhon
And
Honorable Commissioners' Court
Waller County
Hempstead, TX 77445

Commissioners:

In accordance with Article 31.11 State Property Tax Code when refunds exceed \$500.00, Commissioners' Court has to approve the refund out of the current tax receipts. The following is a list of refunds that need your approval.

Account#	Owner	explanation	refund amount
R20291	Fraga Maegan	HS OA	\$ 580.18
R22452	K C I C LLC	Value	\$16,170.95

Sincerely,

A handwritten signature in cursive script, appearing to read "Ellen C. Shelburne".

Ellen C. Shelburne
Waller County
Tax Assessor Collector

2021 #33

WALLER COUNTY ENGINEER'S OFFICE

J. Ross McCall, P.E.
County Engineer



Item 6.

March 11, 2024

Jonathan C. White, PE
Quiddity Engineering, LLC
1575 Sawdust Road, Suite 400
The Woodlands, Texas 77381-4241
281-363-4039

Re: Sunterra Section 53 – Substantial Completion Entering One-Year Warranty Period

Mr. White

This formal notice is per your request to inspect Sunterra Section 53 in order to begin the one (1) year maintenance period.

On March 8, 2024, Mr. Robert J.P. Goodspeed from Waller County Engineering Department concluded all punch list items are completed.

The County will consider the maintenance period to start on 03/08/2024. The road will be reviewed again in one (1) year to determine if any additional work is required before a motion for final acceptance of the road is submitted to Waller County Commissioners' Court.

Please contact us on or after the anniversary date of 03/08/2025 to schedule the Final Inspection.

If you have questions or require further information, please feel free to contact me at (979) 826-7670.

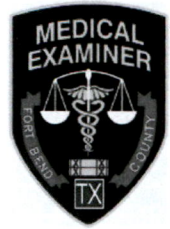
Sincerely,



J. Ross McCall, P.E.
Waller County Engineer

Sunterra Section 53 Road Log														
Road Name	Precinct	Location	Length		Right-of-Way	Pavement		Acceptance			Subdivision	Plat Recordation		Comments
			Feet	Miles	Width	Type	Width	Date	Volume	Page		Date	Instrument No.	
Courtney Coral Lane	3	Key Map 443C	353	0.066	50'	6"conc. Pav	28'				Freeman Ranch	8/21/2023	2309708	
Adiamo Lane	3	Key Map 443C	281.0	0.053	50'	6" conc. Pav	28'				Freeman Ranch	8/21/2023	2309708	
Emerald Ocean Drive	3	Key Map 443C	2272.0	0.430	50'	6" conc. pave	28'				Freeman Ranch	8/21/2023	2309708	
Spoon Bill Cove Drive	3	Key Map 443C	428	0.081	50'	6" conc. pave	28'				Freeman Ranch	8/21/2023	2309708	
Pensacola Drive	3	Key Map 443C	566	0.107	50'	6" conc. pave	28'				Freeman Ranch	8/21/2023	2309708	
Sea Turtle Drive	3	Key Map 443C	135	0.025	50'	6" conc. pave	28'				Freeman Ranch	8/21/2023	2309708	
Ash Ray Drive	3	Key Map 443C	966	0.182	50'	6" conc. pave	28'				Freeman Ranch	8/21/2023	2309708	

Item 7.



kelley.large@fortbendcountytexas.gov
+1 (832) 471-4011

MAR7'24PM3:09AUDITOR

#	Date	Product or service	SKU	Qty	Rate	Amount
1.	11/14/2023	Autopsy Full Autopsy Case# 23-02623WL [REDACTED] ordered by Judge J.R. Wooley		1	\$2,600.00	\$2,600.00
2.	12/04/2023	Autopsy Full Autopsy Case# 23-02807WL [REDACTED] by Judge Marian Jackson		1	\$2,600.00	\$2,600.00
3.	12/26/2023	Autopsy Full Autopsy Case# 23-03050WL [REDACTED] ordered by Judge Ted Krenek		1	\$2,600.00	\$2,600.00
Total						\$7,800.00



Texas Association of Counties

Phone: (800) 456-5974

Fax: (512) 477-1324



INVOICE

239595/2370

January 01, 2024

Invoice # 88985

To: Hon. Carbett J. Duhon, III
 Judge
 Waller County
 425 FM 1488 Ste 106
 Hempstead, TX 77445-4672

DESCRIPTION	AMOUNT
Annual County Membership Dues	1,360.00
Total Due	1,360.00

This invoice is for your county's membership to the Texas Association of Counties effective 1/1/24 thru 12/31/24. Your support is greatly appreciated and enables us to represent all Texas Counties.

FEB5'24PM8:33AUDITOR

FEB2'24PM1:54TREASURER

Registration # 010470
 Joan Sargent Waller Co. Treasurer
 Deputy MK Date 01/01/24

PLEASE REMIT WITH PAYMENT

Make checks payable to TAC DUES

239595/2370
 Hon. Carbett J. Duhon, III
 Waller County

Statement Date: 01/01/2024

Invoice # 88985

Amount Due: 1,360.00

Texas Association of Counties
 Attn: County Membership DUES
 P. O. Box 2711
 San Antonio, TX 78298-2711

013600010239595703516620DWALL

Invoice

Waller County Economic Dev.
519 9th St Suite A.
Hempstead, TX 77445

Bill To

Waller County
425 FM 1488
Hempstead, TX 77445

Date	Invoice No.	P.O. Number	Terms	Project
04/01/24	2454	contract	Net 15	

Item	Description	Quantity	Rate	Amount
County Contract payment	2024 Contract - 2nd Qtr Payment		75,000.00	75,000.00
<p>Registration # 011402 Joan Sargent Waller Co. Treasurer Deputy <u> </u> Date <u>3/10/24</u></p>				<p>MAR5'24pm2:17AUDITOR</p> <p>MAR5'24pm10:35TREASURER</p>
			Subtotal	\$75,000.00
			Sales Tax	\$0.00
			Total	\$75,000.00



Item 10.

Created on 12 Mar 2024

Owner: Melinda Clay, (281) 252-9929
3923 Fifth St., Brookshire, Texas 77423

The prices are effective as of April 20, 2016
(Prices are subject to change without notice.)

The goods and services shown below are those we can provide to our customers. You may choose only those items you desire. However, any funeral arrangement you select will include a charge for our basic service and overhead. If legal or other requirements mean you must buy any items you did not specifically ask for, we will explain the reason in writing on the statement we provide describing the funeral goods and services you selected.

Dearly Beloved Families of Clay's Mortuary & Cremations:

As your committed partners, comfort ministers and professional funeral servants, our company is respectfully dedicated to those we serve. That's why we are here to assist you in successfully conducting the funeral services that your family desires and deserves. Our services are available to you 24 hours a day. Thank you, for the opportunity to serve your family.

This list does not include prices for certain items that you wish that we purchase for you, such as cemetery or special crematory services, flowers, certified death certificates, newspaper notices, etc. The price for these items will be shown on your itemized statement on the funeral bill. We reserve the right to charge you for our services in buying these items for you.

PROFESSIONAL SERVICES

Waller County Transport Order To ME \$500.00
Picked up from 1318 Rouse St. on 10.08.23.

TOTAL SERVICE ITEMS: \$500.00

MERCHANDISE

As of April 20, 2016
(Prices are subject to change without notice.)

In most areas of the country, state or local law does not require that you buy a container to surround the casket in the grave. However, many cemeteries require that you have such a container so that the grave will not sink in. Either a grave liner or a burial vault will satisfy these requirements.

TOTAL MERCHANDISE ITEMS: \$0.00

CASH ADVANCES

TOTAL CASH ADVANCE ITEMS: \$0.00

Total Service Items \$500.00
Total Merchandise Items \$0.00
Total Cash Advance Items \$0.00

\$500.00

Tax \$0.00

TOTAL \$500.00

Payments

Remaining Balance \$500.00

PAYMENT POLICY

Payment must be secured 24 HOURS before first viewing of remains.

1. For your convenience the above mentioned methods of payment are available to you.

2. There is a \$35.00 charge on any return check.

Insurance policies will only be accepted under these conditions:

a) Policy is beyond the two year and one day contestable period.

b) Policy is received by our mortuary at least two days before the funeral to verify the policy status.

c) When using assignable insurance, Clay's Mortuary & Cremations uses the services of an insurance processing company to quickly process insurance claims and makes funds available to Clay's Mortuary & Cremations. There is a 5% insurance processing fee for the funeral service bill.

3. Advance payment from forwarding remains or receiving remains from a funeral home.

Method of Payment**WE WILL ACCEPT THE FOLLOWING FORMS OF PAYMENT**

Payment for goods and services is expected prior to the services rendered, unless other arrangements have been made prior to need. For your convenience we accept cash, cashier's checks, money orders, checks, credit card (Visa, MasterCard, Discover, or American Express), a verifiable irrevocable insurance assignment or financing through a financial institution.

The Texas Funeral Service Commission regulates and licenses funeral establishments and funeral directors. This agency is responsible for the funeral home facilities, at-need arrangements, funeral services, and funeral director behavior. Complaints must be in writing and sent to:

Texas Funeral Service Commission
1801 Congress Avenue, Suite 11.800
Austin, Texas 78701
Toll Free: (888) 667-4881

Registration # **011712**
Joan Sargent Waller Co. Treasurer
Deputy **WJ** Date **3/13/24**

MAR14'24am3:17AUDITOR



Item 10.

Passed away on 9 Mar 2024

Owner: Errol Clay, (281) 252-9929
3923 Fifth St., Brookshire, Texas 77423

The prices are effective as of April 20, 2016
(Prices are subject to change without notice.)

The goods and services shown below are those we can provide to our customers. You may choose only those items you desire. However, any funeral arrangement you select will include a charge for our basic service and overhead. If legal or other requirements mean you must buy any items you did not specifically ask for, we will explain the reason in writing on the statement we provide describing the funeral goods and services you selected.

Dearly Beloved Families of Clay's Mortuary & Cremations:

As your committed partners, comfort ministers and professional funeral servants, our company is respectfully dedicated to those we serve. That's why we are here to assist you in successfully conducting the funeral services that your family desires and deserves. Our services are available to you 24 hours a day. Thank you, for the opportunity to serve your family.

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PROFESSIONAL SERVICES

Waller County Transport Order to ME \$500.00
■ Picked up from scene at FM 1489 on 03/09.

TOTAL SERVICE ITEMS: \$500.00

MERCHANDISE

As of April 20, 2016
(Prices are subject to change without notice.)

In most areas of the country, state or local law does not require that you buy a container to surround the casket in the grave. However, many cemeteries require that you have such a container so that the grave will not sink in. Either a grave liner or a burial vault will satisfy these requirements.

TOTAL MERCHANDISE ITEMS: \$0.00

CASH ADVANCES

TOTAL CASH ADVANCE ITEMS: \$0.00

Total Service Items \$500.00
Total Merchandise Items \$0.00
Total Cash Advance Items \$0.00

\$500.00

Tax \$0.00

TOTAL \$500.00

Payments

Remaining Balance \$500.00

PAYMENT POLICY

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Method of Payment

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Payment for goods and services is expected prior to the services rendered, unless other arrangements have been made prior to need. For your convenience we accept cash, cashier's checks, money orders, checks, credit card (Visa, MasterCard, Discover, or American Express), a verifiable irrevocable insurance assignment or financing through a financial institution.

The Texas Funeral Service Commission regulates and licenses funeral establishments and funeral directors. This agency is responsible for the funeral home facilities, at-need arrangements, funeral services, and funeral director behavior. Complaints must be in writing and sent to:

Texas Funeral Service Commission
1801 Congress Avenue, Suite 11.800
Austin, Texas 78701
Toll Free: (888) 667-4881

Registration # 011711
Joan Sargent Waller Co. Treasurer
Deputy W/S Date 3/13/24

MAR14'24am8:17AUDITOR

King Architectural Consulting Services
817-992-3120
142 Northchase Dr.
Willow Park, TX 76087

KING
Architectural Consulting Services PLLC

Billed To
Danny Rothe
Waller County
836 Austin Street
Hempstead, TX 77445

Date of Issue
03/07/2024

Due Date
04/13/2024

Invoice Number
0000027

Reference
Business Node - New
Courthouse Pay App
#16

Amount Due (USD)
\$1,984.43

Description	Rate	Qty	Line Total
Third Party Architectural Services 10hr trip to WC on 3-5-24 for observation/review pay app #16 1 hour pay app review #16 New Courthouse and pay app #1 on 506 Modular Bldg Design services	\$150.00	11	\$1,650.00
Travel Expense, Mileage trip to Waller County - observation on 3-5-24	\$0.585	412	\$241.02
Insurance Reimbursable	\$82.42	1	\$82.42
Travel Expense, lunch	\$10.99	1	\$10.99
Subtotal			1,984.43
Tax			0.00
Total			1,984.43
Amount Paid			0.00
Amount Due (USD)			\$1,984.43

Terms
Thank You!



Payment schedule

King Architectural Consulting Services PLLC

Below is your monthly payment schedule. Hiscox will collect funds automatically on the dates listed. You will not receive any further billing statements unless you make a change to your policy, so it is important to keep this document for future reference.

Upcoming payment schedule

You will be charged the amounts listed below on the following dates:

- September 7, 2023 \$82.38
- October 7, 2023 \$82.42
- November 7, 2023 \$82.42
- December 7, 2023 \$82.42
- January 7, 2024 \$82.42
- February 7, 2024 \$82.42
- March 7, 2024 \$82.42
- April 7, 2024 \$82.42
- May 7, 2024 \$82.42
- June 7, 2024 \$82.42
- July 7, 2024 \$82.42
- August 7, 2024 \$82.42

INVOICE #27

To ensure your business remains protected, your coverage will automatically renew with the same payment method and frequency listed above. You will receive a new payment schedule and updated policy documents at least 45 days before renewal.

DAIRY QUEEN -
CALVERT
TX.

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10/01/2024 10:02:11
TID: XXXXXXXX

3/5/24

Card # 0000000000000000
Exp Card: MASTE CARD
AID: 0000000000000000
Seq #
Auth #
Term #
Access Code 050140
Trans ID: 080800000000
Entry Method: Chg: 0000
Code: 0000
Tax Amount: 0000

\$10.99
\$10.99

SALE AMOUNT

LUNCH TRIP TO
WALKER COUNTY

Signature Not Required
MICHAEL KINKE

MIKE KINKE
MICHAEL KINKE

County Judges and Commissioners Association of Texas
1301 Nueces Street, Suite 201
Austin, Texas 78701

INVOICE ANNUAL COUNTY DUES

Taxpayer I.D. # 74-2611550

Honorable Carbett J. Duhon, III Registration # 011763
Waller County Judge Joan Sargent Waller Co. Treasurer
836 Austin Street, Suite 203 Deputy MM Date 3/14/24
Hempstead, Texas 77445-4672

March 12, 2024

YEAR	COUNTY	ASSESSED DUES FOR CALENDAR YEAR	PAST DUE	TOTAL AMOUNT DUE
2024	Waller County	\$2592.00	None	\$2592.00

The County Judges and Commissioners Association of Texas is requesting payment of your annual county dues in the amount specified above. The dues are assessed based on the population of your county, from the 2020 census.

The dues paid by the counties are utilized in the following ways:

MAR 14/24 PM 10:18 TREASURER

Legislative: Jim Allison, Senior General Counsel, and Rick Thompson, Program Director, monitor the legislative session, all called special sessions, and interim hearings. The State Officers supervise and assist in the support of our legislative program.

Consultation: Jim and the firm legal staff are available for internet list serve, telephone, and email consultation for important problems in your county. Phone numbers: (512) 482-0701, (800) 733-0699; Email address: j.allison@allison-bass.com.

Education: The State Association Education Committee monitors and certifies the Continuing Education Program for County Commissioners. Our educational programs are a vital part of our organization, and we need to maintain their excellence. The State Association maintains a transcript and issues a Certificate of Completion to all commissioners who complete the required 16 hours of continuing education. The Advanced Curriculum Program provides an opportunity for additional educational achievement.

County Progress Magazine provides informative monthly articles of special interest to us. Your dues include an annual subscription for each member of the Commissioners Court. By your support, we will be able to continue these services for each of you.

MAR 14/24 PM 3:22 AUDITOR

Please make check payable to:

County Judges and Commissioners Association of Texas
Mail to:
County Judges and Commissioners Association of Texas
1301 Nueces Street, Suite 201
Austin, Texas 78701

If you have questions, please call:

Jen Crownover, President
County Judges and Commissioners Association of Texas
(830) 221-1104

PROCLAMATION

SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH

APRIL 2024

WHEREAS, sexual assault, a violent and devastating crime affects men, women and children of all races, ages and economic situations, and

WHEREAS, the consequences of sexual assault are often severe and long lasting, and the risk of developing post-traumatic stress disorder, depression and many other psychological of physical ailments increases dramatically for victims of sexual assault, and

WHEREAS, each year Focusing Families and many other rape crisis centers across the State designate the month of April for an educational campaign to promote awareness and build upon the network of support that has been mobilized to address the issue of sexual assault, and

WHEREAS, Focusing Families provides training to rape crisis and law enforcement personnel, as well as to volunteers and staff of Focusing Families and to community groups. Outreach is also provided to schools and information on topical issues related to sexual assault.

NOW, THEREFORE, BE IT PROCLAIMED that I Carbett "Trey" J Duhon III, County Judge, on behalf of Commissioners Court of Waller County, Texas do hereby declare April 2024 as

SEXUAL ASSAULT AWARENESS AND PREVENTION MONTH

And ask all residents of Waller County to increase their awareness and work to prevent sexual assault in their communities and across the great State. Together, united in this effort, we can continue to make a difference.

SIGNED this day 3rd of April 2024, in Waller County, Texas, by:

Carbett "Trey" J. Duhon III
County Judge

John A. Amsler
Commissioner Precinct 1

Walter E. Smith
Commissioner Precinct 2

Kendric D. Jones
Commissioner Precinct 3

Justin Beckendorff
Commissioner Precinct 4

WALLER COUNTY

J. Ross McCall, P.E.
County Engineer



MEMORANDUM

To: Honorable Commissioners' Court

Item: Infrastructure Development Plan of Finca Agave Retreat

Date: April 3, 2024

Background

Plat Name: Finca Agave Retreat

Applicant: L Squared Engineering on behalf of TPKP Investments, LLC

Owner/Developer: TPKP Investments, LLC – Thinh Phan

Location: 29731 Mellman Rd, Hempstead, TX 77445

Description: This peaceful retreat will provide short term rental for guests wishing to seek relaxation and escape from the city. We plan to provide a clean and professional experience that attracts quality guests and their families to visit Hempstead and nearby surrounding areas. We know people will fall in love with the farm and agriculture scene along with restaurants and other points of interest.

Staff Recommendation

Preliminary IDP

Waller County Road and Bridge Department

Fees adopted by Commissioners Court on 4/3/24.



Residential Building and Driveway Permit Fees

Type of Improvement	Flood Zone	Non-Flood Zone
Residential	\$200 Permit Fee + (.05) cents per sq. ft. of enclosed area (Home & Garage only)	\$50 Permit Fee
Other Appurtenant Structures: Well Houses, Storage Facilities, Barns, Garages, etc.	\$20 per \$10,000 value (minimum \$60)	\$50 Permit Fee (200 Sq. Ft. and Over)
Fill & Lot Grading Permit Only*	\$75 Permit Fee + \$50 Inspection fee	\$50 Permit Fee
Culvert**	New Residential (Waller County Installed)	\$1,000 for 20' length. Every additional 4' section add \$200 (Culverts 24" & larger must be 24' in length)
	New Residential (Customer Installed)	\$125 Permit Fee + \$50 Inspection Fee
	Existing Residential (Waller County Add on or Repair)	\$200 Repair or \$50/ft Add on
	Existing Residential (Customer Add on)	\$100 Permit Fee + \$50 Inspection Fee

* Does not include mass grading plans. For mass grading plan review, see Engineering Plan Review Fees.

** All culvert pipe is to be provided by the owner/applicant.

Non-Residential or Commercial Building Permit Fees

Type of Improvement	Flood Zone	Non-Flood Zone
Development Permits for Projects < \$250K	\$200 Permit Fee + \$100 Inspection Fee + (.10) cents per sq. ft. of enclosed area	\$200 Permit Fee + \$100 Inspection Fee
Development Permits for Projects \$250K to \$1M	\$1,000 Permit Fee + \$200 Inspection Fee + (.10) cents per sq. ft. of enclosed area	\$400 Permit Fee + \$300 Inspection Fee
Development Permits for Projects \$1M to \$5M	\$2,500 Permit Fee + \$500 Inspection Fee + (.10) cents per sq. ft. of enclosed area	\$1,000 Permit Fee + \$500 Inspection Fee
Development Permits for Projects > \$5M	\$5,000 Permit Fee + \$500 Inspection Fee + (.10) cents per sq. ft. of enclosed area	\$2,000 Permit Fee + \$500 Inspection Fee
Development Permits for Projects > \$10M	\$10,000 Permit Fee + \$1,000 Inspection Fee + (.10) cents per sq. ft. of enclosed area	\$3,000 Permit Fee + \$500 Inspection Fee
Fill & Lot Grading Permit Only*	\$200	\$100
Culvert	New Commercial (set elevation & inspections only)	\$400 Permit Fee + \$100 Inspection Fee (min. length 28 feet)
	Existing Commercial - Add On (set elevations & inspections only)	\$300 Permit Fee + \$100 Inspection Fee

* Does not include mass grading plans. For mass grading plan review, see Engineering Plan Review Fees.

Engineering Plan Review Fees

Type of Review	Fee
Replat resulting in ≤ 4 parcels (Preliminary or Final)	\$500
Drainage Impact Analysis, Traffic Impact Analysis, CLOMR/LOMR, or Mass Grading Plan	**
General Plan (≤ to 100 acres)	\$2,000
General Plan (> 100 acres)	\$2,000 + \$10/ac (each acre over 100)
Preliminary, Reparat or Amending Plat (5 ≤ 50 Lots)	\$3,000
Preliminary, Reparat or Amending Plat (> 50 Lots)	\$3,000 + \$20/lot (each lot over 50)
Final Plat	\$1,000
Infrastructure Development Plan ***	\$500 + \$50/space
Single Family Residential Design Plans	\$2,000 + \$10/lot
Commercial/Industrial Civil Design Plans (<2 acres)	\$3,000
Commercial/Industrial Civil Design Plans (≥2 acres)	\$3,000 + \$50/ac
Plan Resubmittal*	\$500

* Review fees include initial submittal and one resubmittal. Additional submittals are subject to a resubmittal fee as noted above.

** The applicant is responsible for all outside engineering review costs. Review costs will be quoted before initial review and will be due prior to plan/document approval.

*** Applies to RV parks and rental communities.

Other Fees

Item	Fee
Variance Request (Single Family Residential)	\$100
Variance Request (Non-Single Family)	\$1,000
Plat Cancellations	\$200 + \$20/lot
Return Check Fee	\$30
Other charges incurred by the County in enforcing County Regulations	\$0.55 per mile / \$50.00 per hour
Re-Inspection Fee	\$100.00

CALDWELL COUNTRY CHEVROLET II LLC
800 HWY 21 E CALDWELL, TEXAS 77836
BUYBOARD 724-23

Item 19.

End User: WALLER COUNTY SHERIFFS OFFICE Caldwell Rep: Jake Schobinger #2212
Contact: GARY NOEL Phone: (979) 429-8847
Phone/ Email: G.NOEL@WALLERCOUNTY.US Date: Monday, March 4, 2024
Product Description: 2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial Email: jake@usaautomotivepartners.com

A. Bid Series: 20 - Chevrolet Tahoe (PPV) Police Package A. Base Price: \$ 39,550.00

B. Published Options [Itemize each below]

Code	Model Vehicle				
CC10706	2024 Chevrolet Tahoe (CC10706) 2WD 4dr Commercial				
Code	Options	Bid Price	Code	Options	Bid Price
CC10706	2024 Chevrolet Tahoe (CC10706) 2WD 4dr	\$9,075.00	IOR	Audio system, Chevrolet Infotainment 3 system.	\$0.00
AMF	Remote Keyless Entry Package	\$75.00	L84	Engine, 5.3L EcoTec3 V8	\$0.00
6J7	Flasher system, headlamp and taillamp, DR	\$0.00	MHU	Transmission, 10-speed automatic	\$0.00
9C1	Identifier for Police Package Vehicle	\$0.00	PXT	Wheels, 20 x 9" (50.8 cm x 22.9 cm) steel"	\$0.00
AZ3	Seats, front 40/20/40 split-bench	\$0.00	RC1	Skid plate, front	\$0.00
C6C	GVWR, 7400 lbs. (3357 kg)	\$0.00	VK3	License plate front mounting package	\$0.00
GAZ	Summit White	\$0.00	VZ2	Speedometer calibration	\$0.00
GU5	Rear axle, 3.23 ratio	\$0.00	WUA	Fascia, front high-approach angle	\$0.00
H1T	Jet Black, Cloth seat trim	\$0.00	XCS	Tires, 275/55R20SL all-season, blackwall, Fires	\$0.00
Total of B. Published Options					\$ 9,150.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

Unpublished Options	Bid Price	Unpublished Options	Bid Price
Total of C. Unpublished Options:			\$ -

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

E. Upfitter/Quote Number:

F. Delivery ETA:

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

H. Lot Insurance (for in-stock and/or equipped vehicles): \$ 150.00

I. Contract Price Adjustment:

J. Additional Delivery Charge 60 miles \$ 180.00

K. Subtotal \$ 49,530.00

L. Quantity Ordered 7 x K = \$ 346,710.00

M. Trade in:

N. Coop Fee per purchase order \$ 400.00

O. Total purchase price with coop fee (Prices and availability are subject to change without notice) \$ 347,110.00

DISCLAIMER

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEDGE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

Contract Records		Order Details	
Account Number:	A-39526	Order #:	Q-242409
Customer:	Waller County Sheriff's Office (TX)	Valid Until:	3/31/2024
Employee Count:	199	Subscription Start Date:	Last signature date, or as shown in grid below (as applicable), whichever is later.
Sales Rep:	Casey Jones	Subscription Term (months):	12
Customer Contact			
Billing Contact:	Waller County Sheriff's Office (TX)	Shipping Contact :	Waller County Sheriff's Office (TX)
Billing Address:	100 R. Glenn Smith Drive Hempstead, TX 77445	Shipping Address:	100 R. Glenn Smith Drive Hempstead, TX 77445
Billing Contact Email:		Shipping Contact Email:	
Billing Phone:		Shipping Phone:	
Payment Terms			
Payment Term:	Net 30	Notes:	
PO Number:			
Subscription Service			

Item	Type	Start Date	End Date	Qty	Total (USD)
PowerPolicy Professional Subscription	Recurring	4/1/2024	3/31/2025	1	\$11,340.00
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
PowerPolicy Professional Setup (Onboarding)	Services	--	--	1	\$1,540.00
This package includes implementation services to ensure a successful setup and launch of PowerPolicy. An Implementation Consultant will be assigned to work with the customer's project leader and includes: Kickoff Call, Technical Set Up (User Import / SSO - if purchased), Document Upload Service, Group Structure Setup/Training, Workflow Setup/Training, Document Functionality Training, Training Module Setup/Training (if purchased), Standards Setup/Training (if purchased), and a Rollout Prep call. Once Implementation is complete, the customer will be transitioned to their Customer Success Manager.					
PowerTraining	Recurring	4/1/2024	3/31/2025	1	\$1,979.10
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerPolicy Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.					
TOTAL:					\$14,859.10
Total:					\$14,859.10

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc., a wholly owned subsidiary of GovernmentJobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

Accepted and Agreed By Authorized Representative of:
Waller County Sheriff's Office (TX)

Signature: _____

Printed Name: _____

Title: _____

Date _____

**THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.
YOUR SIGNATURE CONSTITUTES ACCEPTANCE OF TERMS HEREIN AND
CONTRACTUAL COMMITMENT TO PURCHASE THE ITEMS LISTED ABOVE.**

SERVICES AGREEMENT

V071423

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
 - a) **Subscription Grant.** “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. **Customer Responsibilities.** Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. “Professional Services” shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. Payment Terms.
 - a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) as set forth in an Order Form within thirty (30) days of the date of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated “Bill To” party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
 - b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV’s net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV’s request therefor.
 - c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer’s convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV’s failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.

- a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
 - b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services. \
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
 - b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
 - c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
 - d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
 - e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual

data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. Data Processing and Privacy.
- a) Customer Data. “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
 - b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.
 - c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the “EU”) or the United Kingdom (“UK”), or has Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless

otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

- e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.
- a) Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the

extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.
- e) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer

infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

- i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
 - iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
18. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
19. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
20. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
21. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
22. General.
 - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

- b) **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
- c) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
- d) **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
- e) **Electronic Delivery.** Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- f) **Assignment.** Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) **Construction.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, subcontractors are those specifically hired to provide to NEOGOV some or all of the services that are the subject of this Agreement and who will have access to Customer personal data, and does not include the general provision of services or utilities which are also provided to NEOGOV's other customers as well as Customer.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	GovermentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)
Entity Name: Signature: _____ Print Name: Date:	Signature: _____ Print Name: Date:

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.
6. **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term “subcontractors” shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any

access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

**CUSTOMER INFORMATION**

Account Number 2481
 Customer ID 17076
 Waller County
 836 Austin St
 Ste 316
 Hempstead TX, 77445
 USA

CONTACTS

NAME	EMAIL	PHONE
Judge Terry Duhon	t.duhon@wallercounty.us	9798267700
Greg Henry	ghenry@xpernet.com	7138164353

LOCATIONS

SERVICE ADDRESS: Waller County - Harris County 911 Hub Site to Hempstead Justice Center
 15503 Brown Rd
 Tomball TX 77377

SERVICES

One Time Charges: Private Line - Waller County 5MB ASEoD 5, TN: Replacement for existing ASE 5MB PTP - Atron Circuit # 03.ASE.30.000972.ATRN

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
Installation NRC (4375)		1	\$ 350.00	\$ 350.00
				\$350.00

SERVICES

Monthly Recurring Charges: Private Line - Waller County 5MB ASEoD 5, TN: Replacement for existing ASE 5MB PTP - Atron Circuit # 03.ASE.30.000972.ATRN

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
ASEoD Point to Point Intrastate Fiber Private Line 5MB/5MB Node (4928)	3 YEAR	2	\$ 572.87	\$1,145.74
				\$1,145.74

TOTAL

Subtotal MRC:	\$1,145.74
Subtotal NRC:	\$ 350.00
Subtotal Charges:	\$1,495.74
Total:	\$1,495.74

*MRC = MONTHLY RECURRING CHARGES

*NRC = NON RECURRING CHARGES – ONE TIME INSTALLATION COSTS

* **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT <https://atronsolutions.com/wp-content/uploads/2020/01/CRS.pdf>

Note: All Internet Accounts Include the following Services at NO CHARGE.

- Gigabit Managed Router w/ 24x7x365 Proactive Monitoring
- Proactive Trouble Ticket Generation and Resolution
- Portal Access for Circuit Health, Statistics, Up/Down Status with Email notifications if requested
- White Glove ON SITE Professional Installation by Atron Technician for Test and Turnup of Managed Router after Carrier installation
- On Line Bill Center Portal for billing and ticketing in support of your account
- FULL (SLA) Service Level Agreement on All Broadband Services <https://atronsolutions.com/wp-content/uploads/2020/01/SLA.pdf>

CUSTOMER SIGNATURE:

CUSTOMER COMPANY NAME

Waller CountyAUTHORIZED REPRESENTATIVE
SIGNATURE

PRINTED NAME

DATE

**SALES & SERVICE ORDER**

TERMS AND CONDITIONS: THIS SERVICE ORDER IS SUBJECT TO, GOVERNED BY, AND CONSTITUTES AN INTEGRAL PART OF THE MASTER SERVICES AGREEMENT TERMS & CONDITIONS ("AGREEMENT") WHICH CAN BE FOUND AT <https://atronsolutions.com/wp-content/uploads/2020/01/MSA.pdf> BY AND BETWEEN ATRON SOLUTIONS, LLC (SELLER) AND BUYER, AND EACH SERVICE ORDER SHALL, TOGETHER WITH THE AGREEMENT, BE DEEMED ONE, INTEGRATED AGREEMENT AND NOT AS SEPARATE SEVERABLE CONTRACTS. BY EXECUTING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT THEY HAVE READ AND AGREE TO BE BOUND BY SUCH TERMS & CONDITIONS. THIS SERVICE ORDER WILL NOT BE FULLY IMPLEMENTED UNTIL THE BUYERS CREDIT HAS BEEN APPROVED, AND ATRON'S DENIAL OF BUYERS CREDIT SHALL AUTOMATICALLY CANCEL THIS SERVICE ORDER. ALL SERVICES PROVIDED IN ACCORDANCE WITH THE PROCESS AND PROCEDURES SET FORTH IN ATRON'S ACCEPTABLE USE POLICY, WHICH MAY BE FOUND AT <https://atronsolutions.com/wp-content/uploads/2020/01/AUP.pdf>. IN ADDITION TO ATRON'S SERVICE LEVEL AGREEMENT (SLA), WHICH MAY BE FOUND AT <https://atronsolutions.com/wp-content/uploads/2020/01/SLA.pdf>. **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT <https://atronsolutions.com/wp-content/uploads/2020/01/CRS.pdf>. Terms of the Master Service Agreement are incorporated by reference into the Service Order.

**CUSTOMER INFORMATION**

Account Number 2481

Customer ID 17076

Waller County
 425 FM 1488 Rd
 Hempstead TX, 77445
 USA

CONTACTS

NAME	EMAIL	PHONE
Judge Terry Duhon	t.duhon@wallercounty.us	9798267700
Greg Henry	ghenry@xpernet.com	7138164353

LOCATIONS

SERVICE ADDRESS: Waller County - Harris County 911 Hub Site to Hempstead Justice Center
 15503 Brown Rd
 Tomball TX 77377

SERVICES

One Time Charges:

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
Installation NRC (4375)		1	\$ 350.00	\$ 350.00
				\$350.00

SERVICES

Monthly Recurring Charges:

DESCRIPTION	TERM LENGTH	QUANTITY	PRICE	SUBTOTAL
ASEoD Point to Point Intrastate Fiber Private Line 5MB/5MB Node (4928)	5 YEAR	2	\$ 557.87	\$1,115.74
				\$1,115.74

TOTAL

Subtotal MRC:	\$1,115.74
Subtotal NRC:	\$ 350.00
Subtotal Charges:	\$1,465.74
Total:	\$1,465.74

*MRC = MONTHLY RECURRING CHARGES

*NRC = NON RECURRING CHARGES – ONE TIME INSTALLATION COSTS

* **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT <https://atronsolutions.com/wp-content/uploads/2020/01/CRS.pdf>

Note: All Internet Accounts Include the following Services at NO CHARGE.

- Gigabit Managed Router w/ 24x7x365 Proactive Monitoring
- Proactive Trouble Ticket Generation and Resolution
- Portal Access for Circuit Health, Statistics, Up/Down Status with Email notifications if requested
- White Glove ON SITE Professional Installation by Atron Technician for Test and Turnup of Managed Router after Carrier installation
- On Line Bill Center Portal for billing and ticketing in support of your account
- FULL (SLA) Service Level Agreement on All Broadband Services <https://atronsolutions.com/wp-content/uploads/2020/01/SLA.pdf>

CUSTOMER SIGNATURE:

CUSTOMER COMPANY NAME

Waller CountyAUTHORIZED REPRESENTATIVE
SIGNATURE

PRINTED NAME

DATE

1/29/2024**SALES & SERVICE ORDER**

TERMS AND CONDITIONS: THIS SERVICE ORDER IS SUBJECT TO, GOVERNED BY, AND CONSTITUTES AN INTEGRAL PART OF THE MASTER SERVICES AGREEMENT TERMS & CONDITIONS ("AGREEMENT") WHICH CAN BE FOUND AT <https://atronsolutions.com/wp-content/uploads/2020/01/MSA.pdf> BY AND BETWEEN ATRON SOLUTIONS, LLC (SELLER) AND BUYER, AND EACH SERVICE ORDER SHALL, TOGETHER WITH THE AGREEMENT, BE DEEMED ONE, INTEGRATED AGREEMENT AND NOT AS SEPARATE SEVERABLE CONTRACTS. BY EXECUTING THIS AGREEMENT, BUYER ACKNOWLEDGES THAT THEY HAVE READ AND AGREE TO BE BOUND BY SUCH TERMS & CONDITIONS. THIS SERVICE ORDER WILL NOT BE FULLY IMPLEMENTED UNTIL THE BUYERS CREDIT HAS BEEN APPROVED, AND ATRON'S DENIAL OF BUYERS CREDIT SHALL AUTOMATICALLY CANCEL THIS SERVICE ORDER. ALL SERVICES PROVIDED IN ACCORDANCE WITH THE PROCESS AND PROCEDURES SET FORTH IN ATRON'S ACCEPTABLE USE POLICY, WHICH MAY BE FOUND AT <https://atronsolutions.com/wp-content/uploads/2020/01/AUP.pdf>. IN ADDITION TO ATRON'S SERVICE LEVEL AGREEMENT (SLA), WHICH MAY BE FOUND AT <https://atronsolutions.com/wp-content/uploads/2020/01/SLA.pdf>. **PRICING DOES NOT INCLUDE TAXES, SURCHARGES AND RECOVERY FEES** WHICH CAN BE FOUND AT <https://atronsolutions.com/wp-content/uploads/2020/01/CRS.pdf>. Terms of the Master Service Agreement are incorporated by reference into the Service Order.

OpenVoice Option

for:



Waller County Library

Created By: Brent Blevins
3/15/2024



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ICS: Company History

Founded in 1981, ICS is committed to establishing and maintaining a dynamic partnership with every customer. Extensive technology and service experience allows the ICS team to develop an understanding of each customer's unique technology requirements, and to respond to those requirements quickly and effectively.

When Dannie Simons founded ICS, he recognized the critical need for a technology company that could combine leading edge technology with top quality service and customer support. ICS's current position as an industry leader is based on those same principles, and on a determination to keep pace with an ever-changing industry, making the latest application solutions available to customers at all times.

Since 1981, ICS has built a team of professional voice and data specialists dedicated to the highest levels of customer support. ICS's pattern of steady growth reflects their commitment to keeping pace with the constantly evolving technology arena, and the dramatic expansion of the Texas business market. With offices in Austin, Houston and San Antonio, ICS is uniquely positioned to respond quickly and effectively to a wide range of customer equipment and service requirements.

ICS's technical staff undergoes rigorous factory training from a select group of manufacturers. They are kept constantly up-to-date on the latest product and service innovations. Installation and training personnel maximize solution performance by working with customers to achieve optimum user convenience and operational efficiency.

ICS takes the guesswork out of selecting a technology solution. By providing comprehensive information in advance, ICS enables the customer to make a fully informed decision based on a complete understanding of solution performance, pricing and service considerations. Since ICS is a single point of contact for your IT, Voice, Cabling, Video Surveillance and Video Conferencing, ICS understands your solutions for A to Z.

ICS understands the critical role technology plays in the smooth operation, growth and success of every business. By working with each customer to establish a technology strategy based on the highest quality product and service standards, ICS ensures optimum solution performance and customer satisfaction for years to come.



The ICS Houston Advantage

Locally Owned and Operated- International Reach

ICS is a local company with local service and sales personnel. Although ICS has more than 60 employees and 3000 customers, ICS management takes an open door approach to each customer and employee ensuring attention to detail and ultimate customer satisfaction. ICS has an extensive network of personnel to handle all of your National and International needs.

Simple Up-Front Pricing

The telecommunication industry today has many providers and comparing platforms can be tough. Unfortunately with many solutions the price you see today might not be the total investment after the installation. Mitel gives our clients the best price up front without the guessing game. Why would you not give your business partners the best price up front?

Over 36 Years of Experience

Founded in 1981, ICS has an extensive history of technology installations and outstanding customer service. ICS knows that outstanding customer service is the cornerstone to long term growth and profitability.

Extensive Experience

Your installation team would include:

- Brent Blevins - Account Team Lead- 25 yrs
- James Smith- Sales Engineer- 25 yrs
- Chris Waggoner- Installation Manager- 16 yrs
- Donald Miles- Project Manager- 30 yr
- Keith Wukasz- Service Manager- 31 yrs
- Servicing Technicians Average- 21 yrs

Over 4000 installations in the Region

What Else Does ICS Do?

ICS will extend our other areas of expertise to all clients which might be a valuable resource for you in the future.



Free Telecommunication and Network Evaluations

Are you paying market rate or should you be getting more bandwidth?



Flat Fee IT Services

Partner with ICS to take the daily IT burden off of you so you can focus on your business.



Video Conferencing Expertise: Cloud and On Premise Systems

ICS offers comprehensive video conferencing solution for every business need.



Voice and Data Cabling

In house certified cabling teams to connect desktops, phones or even buildings



Access Control and Video Surveillance

Protect your equipment, your business and most importantly your people.



VOICE + FLAT FEE IT + VIDEO

ICS: Products & Partnerships

By leveraging strong relationships with our partners, ICS is a turn-key one-stop shop for your business technology needs!

SOPHOS
Cybersecurity made simple.

Gold
Microsoft
Partner
 Microsoft

AVIGILONTM
a Motorola Solutions Company

datto


vmware[®]


Hewlett Packard
Enterprise

 **Mitel**[®]

 **Polycom**[®]

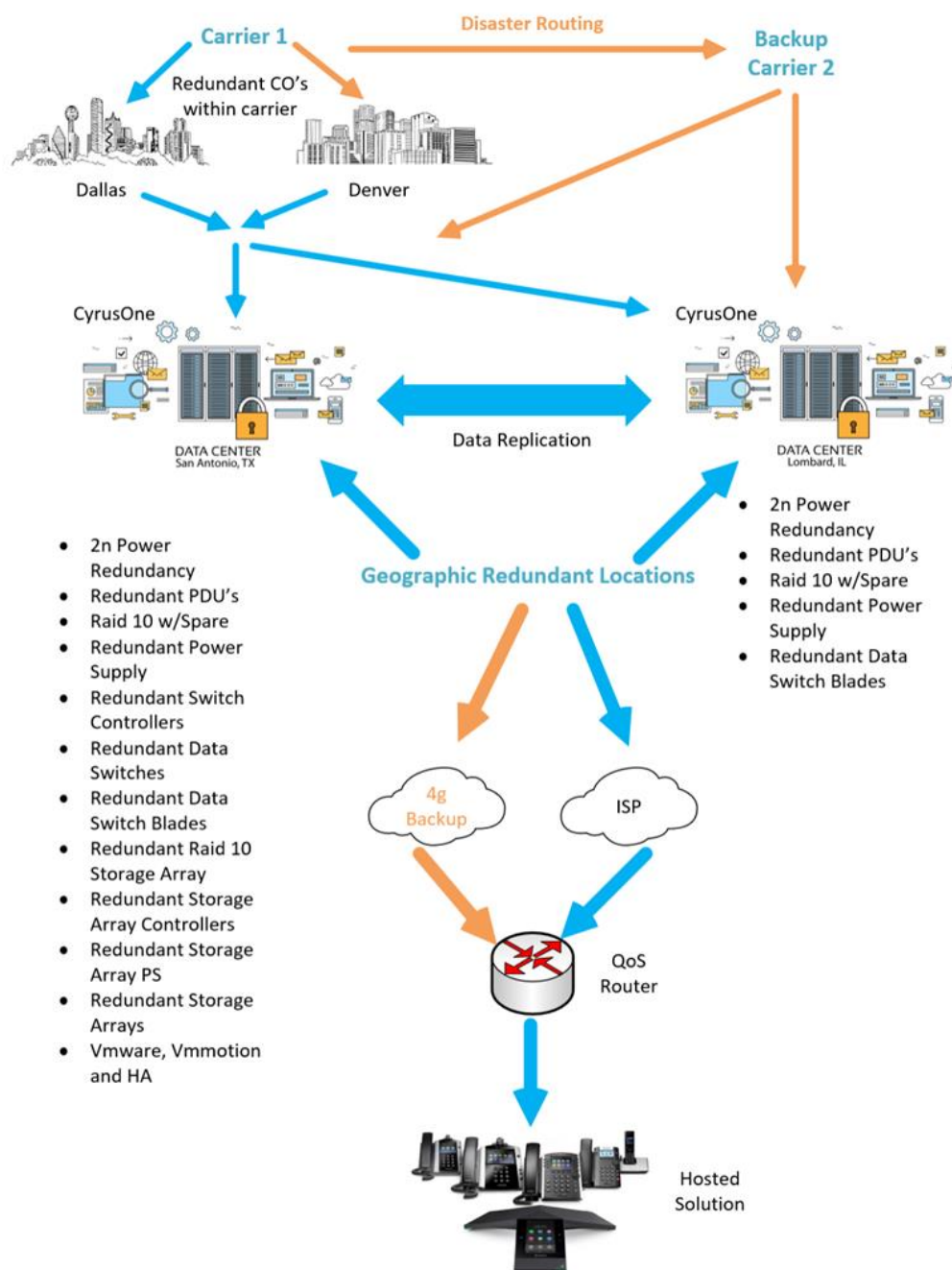
Powering connections

aruba[®]
NETWORKS



 **Meraki**

OpenVoice Redundancy Diagram





ICS Warranty & Maintenance

ICS understands how important long term maintenance and support is to your organization. By enrolling in ICS's maintenance programs, you ensure that your organization maintains the highest service levels possible. ICS provides remote and on-site support with a flat monthly fee costs per month.

Cloud Services

With ICS's Open Voice Cloud program, you receive our highest level of maintenance support throughout the term of the contract.

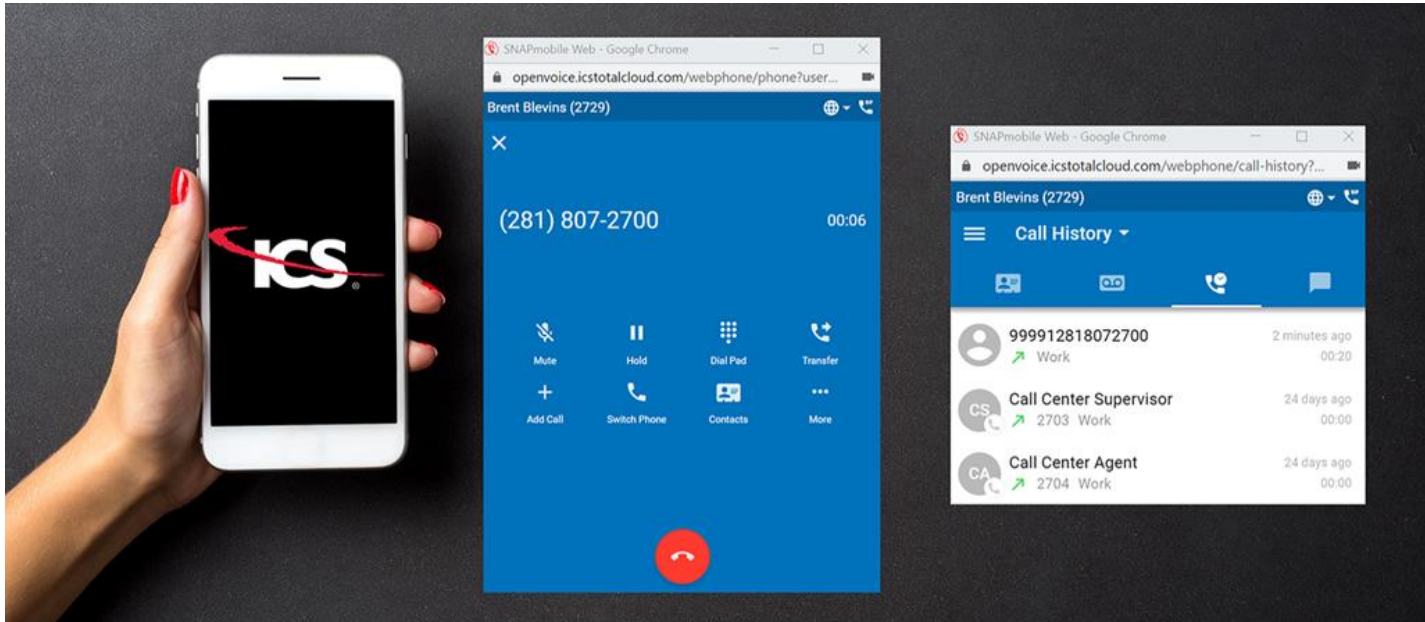
- No charge for parts or labor for on-site service related to ICS installed hardware or network services' malfunctions (if hardware is rented through ICS).
- No charge for remote support on service related items.
- Up to 15 minutes of support at no charge for move, add and change request. (if hardware is rented through ICS).
- Free replacement of any ICS supplied hardware for malfunctioning equipment (if hardware is rented through ICS).
- On-line end user video tutorials
- Highest tier service level over non-maintenance and non-managed services customers.
- Access to "How to Video" for Administration purposes.
- System software updates maintained at no additional charge.
- Service available 24 hours 365 days per year.
- No charge for after-hours emergency support.

All of the above items are also applicable to customers who pay cash for hardware but utilize an ICS maintenance program for the hardware.

System Recommendation- OpenVoice

Description	Qty
<p>Desktop Client & Softphone</p> <p>WebRTC compliant desktop software for calling, status, video, audio conferencing and other desktop features to supply a seamless and integrated desktop experience. The client is also a softphone- removing the requirement for a desktop phones for those ready to make the move.</p> 	6

System Recommendation- OpenVoice

Description	Qty
<p>Mobile Client</p> <p>Mobile client to allow you to control calling and status from your smartphone. Make a remote user appear as an extension of your phone system just like they are in the office.</p> 	6

System Recommendation- OpenVoice

Description	Qty
<p>Yealink 54W IP Phone</p> <p>Yealink SIP-T54W features an adjustable 4.3-inch color LCD screen that you can easily and flexibly find the comfortable viewing angle according to the personal and environmental needs. With the built-in Bluetooth 4.2 and the built-in dual band 2.4G/5G Wi-Fi, the SIP-T54W IP Phone ensures you to keep up with the modern wireless technology and take the first chance in the future wireless age. Its built-in USB 2.0 port allows for USB recording or a direct wired/wireless USB headset or up to three Yealink EXP50 expansion modules connection.</p>	5



System Recommendation- OpenVoice

Description	Qty
<p>Yealink 58W IP Phone</p> <p>Adopting the innovative Bluetooth handset, Yealink T58W Pro pervades wireless communication by allowing the user to move around freely and conveniently.</p> <p>The professional hardware and the cutting-edge acoustic algorithm of Yealink makes the T58W Series an expert at eliminating noise and keeping every conversation clear and focus.</p> 	1



Project Overview - OpenVoice

ICS Open Voice

Included in Your Open Voice Solution

- All DID's include Unlimited US and Canada Outbound Dialing
- All User Licenses Include
 - Unlimited Auto Attendants
 - Call Record
 - Unified Messaging and Voice Mail Box
 - Simultaneous Ring of Desk and Cell Phone
 - Desktop Client for Chat and Answer/Dialing of Calls
 - Call History
- Encrypted Telephone Calls for Remote Anywhere Capabilities Over the Internet
- Single Directory Listing
- Single Caller ID Name Identification
- Single e911 Per Customer
- Cloud Based Solution which Includes
 - ICS Maintaining all Server Hardware and Server
 - Solution Housed in Cyrus One CoLo Facility in San Antonio, TX
 - Redundant Hosts, Internet, Generator, Fiber and Fire Compression
 - Redundant Center in Cyrus One in Lombard, IL
- Open Standard SIP Phones
 - Work on any hosted solution
 - Industry leading SIP based Polycom phones

Call Recording

Powerful Call Recording

- 10 GB of call recording included in the system solution
- Ability to search and tag calls
- Ability to expand call storage history for further retention
- Can search by Caller ID, extension number, dialed number, date, call tag

Softphone & Web App



VOICE + FLAT FEE IT + VIDEO

Chrome WebRTC Client

- Included with every license
- Works via WebRTC
- Controls desktop phone
- Also can be a SIP phone
- Works on PC, tablet or phone

Mobile Phone Integration

Mobile Integration

- Simultaneous ring of desk phone and mobile phone
- Ability to transfer calls between devices
- Mobile phone client

Built-in Audio Conferencing

Built-In Audio Conferencing Bridge

- Built-in Audio conference bridge up to 1/4 of total users
- Allows secure audio conferencing with PIN



VOICE + FLAT FEE IT + VIDEO

ICS Open Voice - Financial Summary

Description	Monthly
ICS OpenVoice- 60 Month Monthly Payment Includes: <ul style="list-style-type: none">• Unlimited US and Canada Outbound Dialing• All User Licenses Include<ul style="list-style-type: none">○ Unlimited Auto Attendants○ Call Record○ Unified Messaging and Voice Mail Box○ Simultaneous Ring of Desk and Cell Phone○ Desktop Client for Chat and Answer/Dialing of Calls○ Call History• Encrypted Telephone Calls for Remote Anywhere Capabilities Over the Internet• Directory Listing, Caller ID and e911 per DID• Cloud Based Solution with Cloud Based Redundancy• 1 - Yealink 58W phone with wireless handset• 5 - Yealink 54W phones• 1- Fax Number and Fax Adaptor	\$219.75



LONNIE LISCHKA COMPANY, L.P.
P.O. Box 806, BELLVILLE, TX 77418
OFFICE: 979-865-5941

Item 28.

CHANGE ORDER REQUEST

February 29, 2024

Project: Goya Road Drainage Improvements

<u>Item #</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Cost</u>	<u>Total Cost</u>
B2	48-inch HDPE, ASTM D3350, all depths, (including bedding and backfill), complete in place.	(3,930.00)	LF	\$ 115.60	\$ (454,308.00)
B2	48-inch HDPE, ASTM D3350, all depths, (including bedding and backfill), complete in place.	3,930	LF	\$ 131.33	\$ 516,126.90

TOTAL AMOUNT BID	\$ 61,818.90
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ORIGINAL CONTRACT VALUE:	\$ 647,874.73
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PREVIOUS CHANGE ORDERS:	\$ -
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NEW CONTRACT VALUE:	\$ 709,693.63
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Mike Day
Lonnie Lischka Company
Phone: 979-865-5941

WALLER COUNTY
2024 SALARY ORDER

Item 29.

Amended by Commissioners' Court effective 04/07/2024

2024 ADJUSTED RATES	2024 APPROVED RATE	2024 BUDGETED AMOUNT
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Fund 125-Department 516

Sheriff-Administration

*37 Deputy Patrol-SRO	\$	25.96	\$	54,413.00
*38 Deputy Patrol-SRO	\$	25.96	\$	54,413.00
*39 Deputy Patrol-SRO	\$	25.96	\$	54,413.00

New Positions added for Waller ISD School Resource Officers