

**NOTICE TO THE PUBLIC**  
**WILLIAMSON COUNTY COMMISSIONER'S COURT**  
**APRIL 1ST, 2008**  
**9:30 A.M.**

The Commissioner's Court of Williamson County, Texas will meet in regular session in the Commissioner's Courtroom, 710 Main Street, in Georgetown, Texas to consider the following items:

1. Read and approve the minutes of the last meeting.
2. Consider noting in minutes any off right-of-way work on any County road done by Road & Bridge Unified System.
3. Hear County Auditor concerning invoices, bills, Quick Check Report, and Wire Transfers submitted for payment and take appropriate action including, but not limited to approval for payment provided said items are found by the County Auditor to be legal obligations of the county.
4. Citizen comments. Except when public hearings are scheduled for later in the meeting, this will be the only opportunity for citizen input. The Court invites comments on any matter affecting the county, whether on the Agenda or not. Speakers should limit their comments to three minutes. Note that the members of the Court may not comment at the meeting about matters that are not on the agenda.

**CONSENT AGENDA**

The Consent Agenda includes non-controversial and routine items that the Court may act on with one single vote. The Judge or a Commissioner may pull any item from the consent agenda in order that the court discuss and act upon it individually as part of the Regular Agenda.

( Items 5 – 13 )

5. Consider authorizing the transfer of (1) Ink Jet Printer from the District Attorney's Office to auction/donation.  
(Complete list filed with official minutes)
6. Donation of utility trailer from G.W. Lowry to Sheriff's Office

7. Discuss and consider granting approval of Parkside at Mayfield, Section 10. Pct. # 3
8. Consider approving allowing ITS to trade in a broken printer for a new printer (same model - HP 2600N Color Laserjet).
9. Consider approving a line item transfer for ITS.

#### Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-003012	Communications Equipment	\$3,700
To	0100-0503-004510	Facilities Repairs	\$3,700

10. Discuss and take appropriate action on Agreement between Williamson County and Jarrell Volunteer Fire Department.
11. Discuss and take appropriate action regarding Agreement between Williamson County and Coupland Volunteer Fire Department.
12. Discuss and take appropriate action on Agreement between Williamson County and Bartlett Volunteer Fire Department.
13. Discuss and take appropriate action regarding Agreement between Williamson County and Weir Volunteer Fire Department.

#### **REGULAR AGENDA**

14. Discuss and take appropriate action on road bond program.
15. Consider approving Change Order No. 6 for the Limmer Loop, Ph. 1B Road Bond project in Precinct 4.
16. Discuss and take appropriate action on Donation Special Warranty Deed/Ronald Reagan Blvd.
17. Discuss and take action on the 2007 Comprehensive Annual Financial Report.
18. Hear presentation on Statement of Auditing Standard 112.
19. Discuss and take action on the 2007 Popular Annual Financial Report.

20. Discuss and take appropriate action on Grant Adjustment Notice for Grant SHSGP FY07.
21. Discuss and take appropriate action on participation in the NACo Prescription Drug Discount Program.
22. Discuss and take action on ILA with the City of Florence for installation of Water Tower Communications Devices.
23. Discuss and take appropriate action on Memorandum of Understanding with City of Round Rock.
24. Consider authorizing the re-setting of bid opening date from April 9, 2008 to April 16, 2008 at 2:00pm in the Purchasing Department for US 79 Section 5B road project.
25. Consider approving the Agreement for Online Auctioneering Services with Rene' Bates Auctioneers, Inc., allowing the County to use Rene' Bates as an online auction provider to sell off surplus vehicles, machinery, and goods.
26. To consider declaring an emergency and a grave necessity due to unforeseeable circumstances and approving a budget amendment for the Debt Service Fund.

#### Fiscal Impact

From/To	Acct No.	Description	Amount
	0600.0600.003309	Debt Service/Arbitrage Payment	\$9,253.00

### **EXECUTIVE SESSION**

27. Discuss Real Estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)
28. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
29. Discuss County Landfill (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
30. Discuss and take appropriate action on real estate.

31. Discuss and take appropriate action on pending or contemplated litigation.
32. Discuss and take appropriate action on the County Landfill.
33. Comments from Commissioners.

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Dan A. Gattis, County Judge

This notice of meeting was posted in the locked box located on the south side of the Williamson County Courthouse, a place readily accessible to the general public at all times, on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 at \_\_\_\_\_ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

consent agenda

Commissioners Court - Regular Session

Date: 04/01/2008

Submitted By: Christi Tredemeyer, Purchasing

Department: Purchasing

Agenda Area: Consent

#### Information

#### Agenda Item

Consider authorizing the transfer of (1) Ink Jet Printer from the District Attorney's Office to auction/donation.

(Complete list filed with official minutes)

#### Background

#### Fiscal Impact

From/To Acct No.	Description	Amount
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#### Attachments

Link: [consent-auction](#)

#### Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing	Barry Becker	03/27/2008 09:55 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	03/27/2008 10:10 AM	APRV

Form Started By: Christi Tredemeyer

Started On: 03/27/2008 08:08 AM

Final Approval Date: 03/27/2008

# Williamson County

## Asset Status Change Form

The following asset(s) is(are) to be considered for: (Select one)

- ☐ **TRANSFER** between county departments      ☐ **TRADE-IN** for new assets for the county  
☒ **SALE** at the earliest auction      ☐ **DONATION** to a non-county entity

### Asset list:

Quantity	Description (year, make model & etc.)	Manufacturer ID# (serial, service tag, or VIN)	County Tag#
1	Ink Jet Printer HP5500	MY280	J255

### Parties involved:

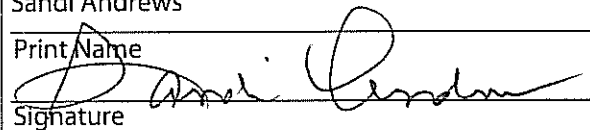
**FROM** (Transferor Department): District Attorney

**Transferor - Elected Official/Department Head/**

**Authorized Staff:**

Sandi Andrews

Print Name

Signature 

Date 03 / 19 / 08

**Contact Person:**

Sandi Andrews

Print Name

943-1234

Phone Number

**TO** (Transferee Department/Auction/Trade-in/Donee):

**Transferee - Elected Official/Department Head/**

**Authorized Staff OR Donee - Representative:** (If being approved for Sale or Trade-in, no signature is necessary.)

Print Name

Signature

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**Contact Person:**

Print Name

Phone Number

**For assets donated to a non-county entity:**

The Donee accepts the above assets and has determined the Fair Market Value of assets to be \$ \_\_\_\_\_

## Forward to County Auditor's Office

This Change Status was approved as agenda item # \_\_\_\_\_ in Commissioner's Court on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

If for Sale, the asset(s) was(were) delivered to warehouse on \_\_\_\_ / \_\_\_\_ / \_\_\_\_

by \_\_\_\_\_

Donation to Sheriff's Office  
Commissioners Court - Regular Session

Date: 04/01/2008  
Submitted By: Deborah Wolf, Sheriff  
Submitted For: Deborah Wolf  
Department: Sheriff  
Agenda Area: Consent

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Information

Agenda Item

Donation of utility trailer from G.W. Lowry to Sheriff's Office

Background

Mr. G.W. Lowry would like to donate a Wells Cargo 14' enclosed utility trailer to the Sheriff's Office. The trailer is in good shape and is road ready. No repairs are necessary.

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Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

*No file(s) attached.*

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Form Routing/Status

Form Started By: Deborah Wolf      Started On: 03/25/2008 01:52 PM

Final Approval Date: 03/26/2008

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Parkside at Mayfield Sec. 10  
Commissioners Court - Regular Session

Date: 04/01/2008  
Submitted By: Belinda Wallace, Unified Road System  
Submitted For: Joe England  
Department: Unified Road System  
Agenda Area: Consent

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Information  
Agenda Item

Discuss and consider granting approval of Parkside at Mayfield, Section 10. Pct. # 3  
Background

Parkside at Mayfield Ranch Section 10 includes 84 single family lots. The preliminary plat for this subdivision was approved December 12, 2006. It consists of 4,097 feet of new roadway, which has access from CR 175.

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Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

*No file(s) attached.*

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Form Routing/Status

Form Started By: Belinda Wallace      Started On: 03/27/2008 07:04 AM  
Final Approval Date: 03/27/2008

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## Printer Trade-in

## Commissioners Court - Regular Session

Date: 04/01/2008

Submitted By: Jay Schade, Information Technology

Department: Information Technology

Agenda Area: Consent

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Information

## Agenda Item

Consider approving allowing ITS to trade in a broken printer for a new printer (same model - HP 2600N Color Laserjet).

## Background

To repair this printer will cost more than purchasing a new printer, however, VQUEST (the vendor who repairs our printers) will allow us to trade in the broken printer and will give us a new printer (with warranty) for the cost of what we would normally pay to repair the printer.

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Fiscal Impact

From/To Acct No.	Description	Amount
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## Attachments

*No file(s) attached.*

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## Form Routing/Status

Form Started By: Jay Schade	Started On: 03/27/2008 10:56 AM
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Final Approval Date: 03/27/2008

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## ITS LIT

## Commissioners Court - Regular Session


Date: 04/01/2008  
 Submitted By: Jay Schade, Information Technology  
 Department: Information Technology  
 Agenda Area: Consent

## Information

## Agenda Item

Consider approving a line item transfer for ITS.

## Background

For a required Telephone System Upgrade, we have outgrown the communications room in the Justice Center and need to move some communications equipment (servers, switches, etc.) to our old server room  in the Justice Center Attic. This will require repairing the raised floor.

## Fiscal Impact

From/To	Acct No.	Description	Amount
From	0100-0503-003012	Communications Equipment	\$3,700
To	0100-0503-004510	Facilities Repairs	\$3,700

## Attachments

*No file(s) attached.*

## Form Routing/Status

Form Started By: Jay Schade  
 Started On: 03/27/2008 10:39 AM  
 Final Approval Date: 03/27/2008

## Agreement

## Commissioners Court - Regular Session

Date: 04/01/2008

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Area: Regular Agenda Items

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Information

## Agenda Item

Discuss and take appropriate action on Agreement between Williamson County and Jarrell Volunteer Fire Department.

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Background

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Fiscal Impact

From/To	Acct No.	Description	Amount
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## Attachments

Link: [Agreement & Accounting](#)

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Form Routing/Status

Form Started By: Peggy Vasquez      Started On: 03/26/2008 11:19 AM

Final Approval Date: 03/26/2008

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THE STATE OF TEXAS

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\* KNOW ALL MEN BY THESE PRESENTS

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COUNTY OF WILLIAMSON

THAT Williamson County, Texas (County), and the **Jarrell** Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001(c), have entered into the following

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of **\$26,000.00**, in two (2) payments. The first payment being made when the county has received a signed agreement accompanied by a detailed accounting of the past year's expenditures of the county allotment. The second payment will be disbursed on or before September 30, 2008. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 2008.
3. It is understood by the Department that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the County for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the \_\_\_\_ day of \_\_\_\_\_, 2008.

  
Clifford Tschoerner  
Fire Chief  
Jarrell V.F.D.

\_\_\_\_\_  
Williamson County, Texas by  
Dan A. Gattis, by authority of  
Williamson County

<b>JVFD 2007 BUDGET- 4th-Quarter</b>			
	<b>ACTUAL</b>	<b>2007- BUDGET</b>	<b>SUR-PLUS</b>
<b>BUILDING &amp; MAINTENENCE</b>			
UTILITIES	\$6,096.66	\$10,000.00	\$3,903.34
MAINTENENCE	\$896.62	\$3,000.00	\$2,103.38
CLEANING & SUPPLIES	\$458.52	\$1,000.00	\$541.48
BUILDING EXPENSES	\$511.45	\$6,000.00	\$5,488.55
<b>SUB TOTAL</b>	<b>\$7,963.25</b>	<b>\$20,000.00</b>	<b>\$12,036.75</b>
<b>ADMINISTRATION</b>			
BOOKKEEPING	\$450.00	\$950.00	\$500.00
PRINTING	\$112.00	\$200.00	\$88.00
FUNERALS & MEMORIALS	\$145.00	\$200.00	\$55.00
LICENSE, PERMIT'S, INSP.	\$205.50	\$250.00	\$44.50
BANK FEE'S & CHECKS	\$144.24	\$150.00	\$5.76
ATTORNEY'S		\$600.00	\$600.00
DUE'S & SUBSCRIPTIONS	\$569.95	\$600.00	\$30.05
OFFICE SUPPORT	\$3,546.28	\$4,000.00	\$453.72
COMMUNITY SUPPORT	\$905.00	\$950.00	\$45.00
FIRE CHIEF'S ASSOC. MTG.	\$399.25	\$400.00	\$0.75
FUNDRAISERS	\$786.07	\$800.00	\$13.93
<b>SUB TOTAL</b>	<b>\$7,263.29</b>	<b>\$9,100.00</b>	<b>\$1,836.71</b>
<b>APPARATUS</b>			
PARTS & REPAIR	\$295.27	\$6,000.00	\$5,704.73
FUEL	\$4,300.32	\$5,000.00	\$699.68
<b>SUB TOTAL</b>	<b>\$4,595.59</b>	<b>\$11,000.00</b>	<b>\$6,404.41</b>
<b>PERSONNEL</b>			
TRAINING	\$433.98	\$2,800.00	\$2,366.02
PERSONNEL PROTECTIVE GEAR	\$855.54	\$1,300.00	\$444.46
INCIDENT REHAB.	\$407.20	\$500.00	\$92.80
ADV. CERT. TUITION	\$114.00	\$1,400.00	\$1,286.00
SHIRTS,CAPS, PATCHES	\$2,754.79	\$4,000.00	\$1,245.21
AWARDS / BANQUET		\$600.00	\$600.00
EMPLOYEES SUPPLIES	\$1,632.37	\$1,700.00	\$67.73
<b>SUB TOTAL</b>	<b>\$6,197.88</b>	<b>\$12,300.00</b>	<b>\$6,102.22</b>
<b>EQUIPMENT</b>			
MEDICAL	\$1,686.05	\$2,400.00	\$713.95
FIREFIGHTING	\$634.02	\$3,500.00	\$2,865.98
FOAM	\$355.00	\$700.00	\$345.00
COMMUNITY EDUCATION	\$1,276.00	\$2,000.00	\$724.00
<b>SUB TOTAL</b>	<b>\$3,951.07</b>	<b>\$8,600.00</b>	<b>\$4,648.93</b>
<b>COMMUNICATION</b>			
TELEPHONE	\$4,273.15	\$4,500.00	\$226.85
RADIO & PAGERS	\$1,243.50	\$2,500.00	\$1,256.50
<b>SUB TOTAL</b>	<b>\$5,516.65</b>	<b>\$7,000.00</b>	<b>\$1,483.35</b>
<b>INSURANCE</b>			
INSURANCE-BUILDING		\$0.00	\$0.00
INSURANCE-HEALTH	\$6,884.88	\$7,000.00	\$115.12
INSURANCE-WORKERS COMP		\$0.00	\$0.00
INSURANCE-ACC. & SICK		\$0.00	\$0.00
<b>SUB TOTAL</b>	<b>\$6,884.88</b>	<b>\$7,000.00</b>	<b>\$115.12</b>
<b>TOTAL</b>	<b>\$42,372.61</b>	<b>\$75,000.00</b>	<b>\$32,627.49</b>
<b>EMPLOYEE'S</b>			
PAID EMPLOYEE'S/VAC,SICK	\$73,620.78	\$73,808.01	\$187.23
TAXES	\$6,642.03	\$8,300.00	\$1,657.97
WEEKEND SALARY	\$8,029.18	\$8,100.00	\$70.82
<b>SUB TOTAL</b>	<b>\$88,291.99</b>	<b>\$90,208.01</b>	<b>\$1,916.02</b>
<b>TOTALS</b>	<b>\$130,664.60</b>	<b>\$165,208.01</b>	<b>\$34,543.51</b>



<b>INCOME</b>			
DONATIONS	\$2,187.22		
DUE'S	\$105.00		
HALL RENTALS	\$650.00		
WILLIAMSON COUNTY	\$25,682.41		
FUND RAISERS	\$15,292.71		
GRANTS	\$4,367.13		
VFIS DIVIDENDS	\$601.00		
REVENUE RESCUE	\$12,800.16		
GLOBAL IMPACT	\$2,702.29		
ESD PAYROLL	\$97,432.68		
<b>TOTAL</b>	<b>\$161,820.60</b>		
<b>TRUCK FUND</b>	<b>\$42,504.91</b>		
<b>BBQ</b>	<b>\$11,071.87</b>		
<b>JVFD ESD EXP.</b>	<b>\$15,901.46</b>		

## Agreement

## Commissioners Court - Regular Session

Date: 04/01/2008

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Area: Regular Agenda Items

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Information

## Agenda Item

Discuss and take appropriate action regarding Agreement between Williamson County and Coupland Volunteer Fire Department.

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Background

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Fiscal Impact

From/To	Acct No.	Description	Amount
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## Attachments

Link: [Agreement and Accounting](#)

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Form Routing/Status

Form Started By: Peggy Vasquez      Started On: 03/26/2008 11:21 AM

Final Approval Date: 03/26/2008

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THE STATE OF TEXAS

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\* KNOW ALL MEN BY THESE PRESENTS

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COUNTY OF WILLIAMSON

THAT Williamson County, Texas (County), and the **Coupland** Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001(c), have entered into the following

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$22,000.00 in two (2) payments. The first payment being made when the county has received a signed agreement accompanied by a detailed accounting of the past year's expenditures of the county allotment. The second payment will be disbursed on or before September 30, 2008. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 2008.
3. It is understood by the Department that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the County for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 25 day of MARCH, 2008.

  
Tracy Gardner  
Fire Chief  
Coupland V.F.D..

Williamson County, Texas by  
Dan A. Gattis, by authority of  
Williamson County



## COUPLAND VONUNITARY FIRE DEPARTMENT 2007 EXPENCESES

Truck Notes	\$15,400.00
Utilities	1,011.38
Telephone and pagers	1,847.86
Portable toilet	910.00
Ice	147.00
Training	1,779.89
Attorney	450.00
Equipment	4,875.00
 Total Expenses	 \$26,421.13

*Luther Draehn*

## Agreement

## Commissioners Court - Regular Session

Date: 04/01/2008

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Area: Regular Agenda Items

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Information

## Agenda Item

Discuss and take appropriate action on Agreement between Williamson County and Bartlett Volunteer Fire Department.

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Background

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Fiscal Impact

From/To	Acct No.	Description	Amount
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## Attachments

Link: [Agreement and Accounting](#)

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Form Routing/Status

Form Started By: Peggy Vasquez      Started On: 03/26/2008 11:22 AM

Final Approval Date: 03/26/2008

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THE STATE OF TEXAS

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COUNTY OF WILLIAMSON

THAT Williamson County, Texas (County), and the **Bartlett** Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001(c), have entered into the following

#### AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of **\$18,000.00**, in two (2) payments. The first payment being made when the county has received a signed agreement accompanied by a detailed accounting of the past year's expenditures of the county allotment. The second payment will be disbursed on or before September 30, 2008. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 2008.
3. It is understood by the Department that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the County for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 21 day of MARCH, 2008.



Duane Kurtin  
Fire Chief, by authority of  
Bartlett V.F.D.

Williamson County, Texas by  
Dan A. Gattis, by authority of  
Williamson County



## **BARTLETT VOLUNTEER FIRE DEPARTMENT**

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P.O. Box 676 • Bartlett, Texas, U.S.A. • 76511  
Office: (254) 527-4133 • Fax: (254) 527-4131

March 21, 2008

Dan A. Gattis  
County Judge  
Williamson County, Texas  
710 Main Street, Suite 101  
Georgetown, TX 78626

Dear Judge Gattis;

The Bartlett Volunteer Fire Department would like to take this opportunity to thank you for your continued support of all of the fire departments in Williamson County, and also for your support of the Chiefs Association. Your forethought continues to keep our departments operating in times when others are not able to. The following is an accounting of the funds received by Williamson County for FY2007.

Bartlett Volunteer Fire Department purchased a 2006 American LaFrance Pumper-Tanker in 2006, with funds from FEMA. As part of this purchase, we financed approximately \$65,000 dollars to pay for the apparatus. Towards the balance owed on this equipment, we spent \$16,157.40 of our 2007 Williamson County funding, in monthly payments, on this very essential piece of equipment. This truck responds to almost every rural call we make, as it is basically our mobile rural water supply. We also spent \$2500.00 of our Williamson County funding as our co-payment to the Texas Forest Service for the purchase of two (2) gasoline Generators and three (3) sets of truck-mounted scene lights for our rural fire fighting brush trucks. This was a \$10,000 grant with a 25% co-payment. The total of these expenses comes to \$18,657.40, which is just slightly more than we received from the county. If you look back over the years, you will find that we use all of the funds that we receive from Williamson County to upgrade our rural firefighting and rescue capabilities.

We hope that you and the County Commissioners Court all decide continue to provide this vital funding to the rural fire departments in Williamson County, like us, that do not have an Emergency Services Taxing District (ESD). As you know, Bartlett is on the northeastern edge of the county. Our fire district is primarily farm and ranch land with a low population density. With our city being so far from any large municipality, and having no other industry, an ESD will not generate a sustainable level of funds for us to operate on at this time, because of the low population and property values. The funding that we receive from Williamson County, although it seems like a small amount compared to what all of the other departments receive, is a large part of our annual

operating budget, and it would be devastating to our department if you were to cut off those funds. We beg you to continue this funding.

We appreciate the support we receive from Williamson County and from your office. If you require any other information from me, please contact me at 512-658-9096.

Sincerely;



Duane Kurtin  
Fire Chief  
Bartlett Volunteer Fire Department

## Agreement

## Commissioners Court - Regular Session

Date: 04/01/2008

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Area: Regular Agenda Items

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Information

## Agenda Item

Discuss and take appropriate action regarding Agreement between Williamson County and Weir Volunteer Fire Department.

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Background

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Fiscal Impact

From/To	Acct No.	Description	Amount
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## Attachments

Link: [Agreement and Accounting](#)

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Form Routing/Status

Form Started By: Peggy Vasquez      Started On: 03/26/2008 11:24 AM

Final Approval Date: 03/26/2008

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THE STATE OF TEXAS

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\* KNOW ALL MEN BY THESE PRESENTS

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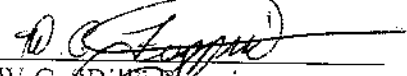
COUNTY OF WILLIAMSON

THAT Williamson County, Texas (County), and the **Weir** Volunteer Fire Department (Department), an incorporated volunteer fire department as describes in V.A.T.C., LOCAL GOVERNMENT CODE, 352.001(c), have entered into the following

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the Department the sum of \$19,000.00, in two (2) payments. The first payment being made when the county has received a signed agreement accompanied by a detailed accounting of the past year's expenditures of the county allotment. The second payment will be disbursed on or before September 30, 2008. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The Department agrees to provide fire protection services in any area in the County when requested by any other fire company, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 2008.
3. It is understood by the Department that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the Department to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the Department which are not related to the provision of said services. The Department further agrees to indemnify the County for any loss or expense (including but not limited to attorneys' fees) incurred as a result of any claim against the County by any person or entity, should such claim be based upon any intentional act or omission by the Department which is not related to the provision of the services described in Paragraph 2.

Executed on this the 30 day of March, 2008.

  
W.C. Frymire  
Fire Chief  
Weir V.F.D. FRYMIRE

Williamson County, Texas by  
Dan A. Gattis, by authority of  
Williamson County

3/20/2008

## Weir Vol Fire Dept. Banking Summary

10/1/2006 Through 9/30/2007

Page 1

Category Description	10/1/2006- 9/30/2007
INCOME	
Adjustment	3.88
County payment	19,165.66
DONATION	2,724.00
EQUIPMENT SALE	2,600.00
ESD INCOME	93,000.00
FUNDRAISER	4,036.00
GRANT	675.00
LOAN	40,000.00
Re-imburse	7.00
REBATE	1,650.00
TEESHIRT SALE	10.00
TRUCK SALE	8,750.00
TOTAL INCOME	172,621.54
EXPENSES	
Bank Chrg	33.00
BUILDING	2,095.02
COMMUNICATION	3,746.08
Education	282.40
ENTERTAINMENT	629.00
EQUIPMENT	2,303.84
EQUIPMENT MAINTENANCE	1,319.71
Fuel	3,502.92
FUND RAISER	2,193.73
Gifts	553.00
Groceries	27.18
INFRASTRUCTURE	8,619.66
MEDICAL SUPPLIES	383.94
Office	1,384.13
Office supplies	417.12
PERSONAL EQUIP	369.66
STREET DANCE	227.10
Supplies	123.01
title fee	45.00
training	3,752.10
Travel	262.59
truck equipment	35,669.25
TRUCK MAINT	1,857.13
TRUCK PURCHASE	70,000.00
UNIFORMS	1,602.20
Utilities	750.41



3/20/2008

Weir Vol Fire Dept. Banking Summary

10/1/2006 Through 9/30/2007

Category Description	10/1/2006- 9/30/2007
Gas & Electric	2,306.25
Water	347.24
TOTAL Utilities	3,403.90
TOTAL EXPENSES	144,802.67
OVERALL TOTAL	27,818.87

3/20/2008

## Weir Vol. Fire Dept. Register Report

10/1/2006 Through 9/30/2007

Page 1

Date	Account	Num	Description	Memo	Category	Cl	Amount
			BALANCE 9/30/2006				29,110.03
10/2/2...	WEIR V.F...	Print	VERIZON SOUTHWEST	PHONE BILL	Utilities	R	-46.73
10/10/...	WEIR V.F...	3122	TXU ENERGY		Utilities: Gas & Electric	R	-134.70
10/16/...	WEIR V.F...	3123	Valero Marketing	shamrock gas bill	Fuel	R	-73.27
10/21/...	WEIR V.F...			wireless	County payment	R	9,582.83
10/21/...	WEIR V.F...	3124	ECPI	CHILIS	Utilities	R	-99.00
10/24/...	WEIR V.F...	3125	CAPITAL-ONE	CAB	training	R	-30.43
				IHOP	training	R	-30.00
				YAHOO	Utilities	R	-10.51
				AMERISUITES	training	R	-11.95
				MURPHY	training	R	-22.12
				TOOL BARN	training	R	-263.07
				EMP	Fuel	R	-50.00
				OFFICE DEPOT	EQUIPMENT	R	-415.49
				HOME DEPOT	MEDICAL SUPPLIES	R	-73.34
				OFFICE DEPOT	Office supplies	R	-26.58
				HOME DEPOT	BUILDING	R	-6.70
				OFFICE DEPOT	Office supplies	R	-45.56
				FRIENDLY COMPUTERS	BUILDING	R	-25.43
				MURPHY	Office supplies	R	-16.12
				FRIENDLY COMPUTERS	Office	R	-79.95
				CUMMINS TOOLS	Fuel	R	-49.50
				SEPT BILL	Office	R	-79.95
				PHONE BILL	truck equipment	R	-493.25
				3261 STATE INSPECTION	Utilities: Water	R	-27.41
				TAX RETURN	Utilities	R	-46.08
				FARM BUREAU FIRE SCHOOL	TRUCK MAINT	R	-12.50
				PORT A POTTIES	Office	R	-440.00
				shamrock gas bill	GRANT	R	675.00
				wireless	STREET DANCE	R	-200.00
				WAL-MART	Utilities: Gas & Electric	R	-116.57
				MCCOYS	Fuel	R	-342.57
				FLOWER PATCH	Utilities	R	-99.00
				MAC HALL	EQUIPMENT	R	-47.49
				GOOGLE	EQUIPMENT	R	-36.46
				MURPHY	BUILDING	R	-60.41
				USPS	EQUIPMENT MAINTENANCE	R	-80.39
				FIRE SAFETY	Office	R	-74.95
				YAHOO	Fuel	R	-50.00
				SEPT BILL	Office supplies	R	-49.55
				nov. statement	EQUIPMENT	R	-322.00
				PHONE BILL	Office	R	-11.95
					Utilities: Water	R	-27.14
					TRUCK MAINT	R	-19.88
					Utilities	R	-46.12
10/27/...	WEIR V.F...	3126	JONAH WATER S.U.D.				
10/30/...	WEIR V.F...	Print	VERIZON SOUTHWEST				
10/31/...	WEIR V.F...	3127	Charles Fymlire				
11/1/2...	WEIR V.F...	3128	L M MILLER (CPA)				
11/1/2...	WEIR V.F...						
11/3/2...	WEIR V.F...	3129	B & L				
11/9/2...	WEIR V.F...	3130	TXU ENERGY				
11/15/...	WEIR V.F...	3131	Valero Marketing				
11/18/...	WEIR V.F...	3132	ECPI				
11/21/...	WEIR V.F...	3133	CAPITAL-ONE				
11/26/...	WEIR V.F...	3134	JONAH WATER S.U.D.				
11/26/...	WEIR V.F...	3135	FOX AUTO				
11/30/...	WEIR V.F...	Print	VERIZON SOUTHWEST				

3/20/2008

## Weir Vol. Fire Dept. Register Report

10/1/2006 Through 9/30/2007

Page 2

Date	Account	Num	Description	Memo	Category	CI	Amount
12/1/2...	WEIR V.F...	3136	HEIMAN FIRE EQUIPMENT INC.	Arrow sticks +	truck equipment	R	-1,300.90
12/2/2...	WEIR V.F...	3137	MIDLAND TELECOM	pager repair	COMMUNICATION	R	-139.73
12/1/1...	WEIR V.F...	3138	TXU ENERGY		Utilities: Gas & Electric	R	-123.05
12/1/1...	WEIR V.F...	3139	Postmaster	BOX RENT	Office	R	-46.00
12/1/8...	WEIR V.F...	3140	Valero Marketing	shamrock gas bill	Fuel	R	-144.06
12/1/9...	WEIR V.F...	3141	ECPI	wireless	Utilities	R	-99.00
12/1/9...	WEIR V.F...	3142	MY-LOR	accountability tags	EQUIPMENT	R	-16.35
12/2/1...	WEIR V.F...	3143	CAPITAL-ONE	IND FIRE WORLD	EQUIPMENT	R	-2.00
				McCoy's	BUILDING	R	-50.85
				McCoy's	EQUIPMENT MAINTENANCE	R	-20.34
				MAC HALL	Fuel	R	-84.02
				MURPHY	Office	R	-50.00
				YAHOO	BUILDING	R	-11.95
12/2/1...	WEIR V.F...	3144	FMC	FLAG POLE	training	R	-1,395.00
12/2/1...	WEIR V.F...	3145	SFFMA	ANNUAL DUES	truck equipment	R	-575.00
12/2/6...	WEIR V.F...	3146	HEIMAN FIRE EQUIPMENT INC.	TNT TOOLS	Utilities: Water	R	-456.32
12/2/6...	WEIR V.F...	3147	JONAH WATER S.U.D.	SEPT BILL	TRUCK MAINT	R	-27.69
12/2/8...	WEIR V.F...	3148	FOX AUTO	DEC. statement	Utilities	R	-33.80
12/3/0...	WEIR V.F...	Print	VERIZON SOUTHWEST	PHONE BILL	EQUIPMENT	R	-46.33
12/2/2007	WEIR V.F...	3149	SAMS CLUB	MEMBERSHIP	EQUIPMENT	R	-35.00
12/2/2007	WEIR V.F...	3150	SAMS CLUB	FLASHLIGHTS	Office	R	-291.14
1/5/2007	WEIR V.F...			safe deposit box rent	truck equipment	R	-15.00
1/10/2...	WEIR V.F...	3151	HEIMAN FIRE EQUIPMENT INC.	TOOLS	Utilities: Gas & Electric	R	-80.20
1/15/2...	WEIR V.F...	3152	TXU ENERGY		Fuel	R	-126.35
1/15/2...	WEIR V.F...	3153	Valero Marketing		ESD INCOME	R	-202.64
1/19/2...	WEIR V.F...			shamrock gas bill	TEESHIRT SALE	R	50,000.00
1/19/2...	WEIR V.F...			ESD	DONATION	R	10.00
1/19/2...	WEIR V.F...			FONTENOT HAT	Utilities	R	75.00
1/19/2...	WEIR V.F...			SEFCIK	BUILDING	R	-99.00
1/19/2...	WEIR V.F...			wireless	Office supplies	R	-38.08
1/19/2...	WEIR V.F...			Flagpole	Fuel	R	-80.36
1/19/2...	WEIR V.F...			Print cartridges	truck equipment	R	-46.65
1/22/2...	WEIR V.F...	3154	ECPI	Don	TRUCK MAINT	R	-3,960.00
1/22/2...	WEIR V.F...	3155	CAPITAL-ONE	AEDs	BUILDING	R	-130.46
				3281	TRUCK MAINT	R	-13.56
				Flagpole install	TRUCK MAINT	R	-101.58
				3271	Utilities	R	-17.82
				Flagpole install	BUILDING	R	-11.95
				wireless	Utilities	R	-9.84
				light bulbs	Utilities	R	-46.25
1/30/2...	WEIR V.F...	Print	VERIZON SOUTHWEST	PHONE BILL	TRUCK PURCHASE	R	-3,000.00
1/31/2...	WEIR V.F...	3156	TEXAS FIRE TRUCKS	DOWN PAYMENT 1998 E-ONE	Utilities: Water	R	-32.12
1/31/2...	WEIR V.F...	3157	JONAH WATER S.U.D.	SEPT BILL	training	R	-40.00
2/2/2007	WEIR V.F...	3158	Thomdale Fire School	fire school	Utilities: Gas & Electric	R	-299.52
2/7/2007	WEIR V.F...	3159	TRI-CO PROPANE	HEATING PROPANE	Utilities: Gas & Electric	R	-122.90
2/8/2007	WEIR V.F...	3160	TXU ENERGY		DONATION	R	1,000.00
2/9/2007	WEIR V.F...				training	R	-1,000.00
2/9/2007	WEIR V.F...	3161	CASH	Pedemales Electric Co-Op		R	

3/20/2008

## Weir Vol. Fire Dept. Register Report

10/1/2006 Through 9/30/2007

Page 3

Date	Account	Num	Description	Memo	Category	Amount
2/16/2...	WEIR V.F...	3162	GOLDEN RULE CREATIONS	Texas Forest Service	REBATE	1,650.00
2/16/2...	WEIR V.F...	3163	Rosebud Advertising & Sign	PATCHES	PERSONAL EQUIP	-238.00
2/16/2...	WEIR V.F...	3164	Valero Marketing	vehicle signs	truck equipment	-225.00
2/20/2...	WEIR V.F...	3166	METRO FIRE	shamrock gas bill	Fuel	-15.82
2/21/2...	WEIR V.F...	3165	THE FEED STORE	NEW EXTRACATION TOOLS	truck equipment	-22,999.80
2/24/2...	WEIR V.F...	3167	CAPITAL-ONE	SQUARE TUBING	truck equipment	-62.40
				INTRSTTE TRANSMISSION	TRUCK MAINT	-102.70
				HOME DEPOT	BUILDING	-17.29
				INTRSTTE TRANSMISSION	TRUCK MAINT	-269.40
				BATTERY ZONE	EQUIPMENT MAINTENANCE	-155.30
				MURPHY	Fuel	-50.25
				YAHOO	Office	-11.95
				DENNEYS	Travel	-26.83
				TEXACO	Travel	-27.00
				HOME DEPOT	BUILDING	-6.27
				HOME DEPOT	BUILDING	-8.53
				MURPHYS	Travel	-44.74
				INTRSTTE TRANSMISSION	TRUCK MAINT	-211.37
				JIFFY MART	Fuel	-31.60
				McCOYS	BUILDING	-167.89
				HOME DEPOT	BUILDING	-12.31
				HOME DEPOT	BUILDING	-17.18
				HOME DEPOT	BUILDING	-14.07
				HOME DEPOT	Adjustment	3.88
				SERVICE BREATHING AIR SYS...	EQUIPMENT MAINTENANCE	-500.00
				wireless	Utilities	-99.00
				SEPT BILL	Utilities:Water	-31.02
				DEC. statement	TRUCK MAINT	-29.64
				PHONE BILL	COMMUNICATION	-46.65
					Utilities:Gas & Electric	-132.84
				SCHOOL	training	-60.00
				ICE	FUND RAISER	-26.25
				1st Installment	County payment	9,582.83
				shamrock gas bill	Fuel	-198.47
				wireless	COMMUNICATION	-99.00
				posters	FUND RAISER	-42.14
				tractor supply	TRUCK MAINT	-19.70
				HOME DEPOT	TRUCK MAINT	-5.62
				cirleville store	TRUCK MAINT	-7.60
				texaco	Fuel	-50.00
				YAHOO	Office	-11.95
				DENNEYS	Travel	-17.92
				usps	COMMUNICATION	-7.40
				HOME DEPOT	BUILDING	-10.79
				valero	Travel	-50.01
				hale products	training	-150.00
				the fire store	UNIFORMS	-1,602.20

2/24/2... WEIR V.F... 3168 PERKINS ENTERPRISES  
 2/24/2... WEIR V.F... 3169 ECP  
 2/25/2... WEIR V.F... 3170 JONAH WATER S.U.D.  
 2/28/2... WEIR V.F... 3171 FOX AUTO  
 3/2/2007 WEIR V.F... 3172 VERIZON SOUTHWEST  
 3/9/2007 WEIR V.F... 3172 TXU ENERGY  
 3/12/2... WEIR V.F... 3173 BELL COUNTY FIRE CHIEFS ASSN.  
 3/13/2... WEIR V.F... 3174 W. C. FRYMIRE  
 3/15/2... WEIR V.F... 3175 Valero Marketing  
 3/17/2... WEIR V.F... 3176 ECP  
 3/19/2... WEIR V.F... 3177 D & L Printing  
 3/23/2... WEIR V.F... 3177  
 3/24/2... WEIR V.F... 3178 CAPITAL-ONE

3/20/2008

## Weir Vol. Fire Dept. Register Report

10/1/2008 Through 9/30/2007

Page 4

Date	Account	Num	Description	Memo	Category	Cl	Amount
3/26/2...	WEIR V.F...	3179	Deborah Hunt	ink cartridge	Office	R	-35.99
3/26/2...	WEIR V.F...	3180	JONAH WATER S.U.D.	ink cartridge	Office	R	-35.99
3/26/2...	WEIR V.F...	3181	MIDLAND TELECOM	ink cartridge	Office	R	-27.99
3/30/2...	WEIR V.F...	Print	VERIZON SOUTHWEST	lab safe	Office	R	-27.99
4/2/2007	WEIR V.F...	3182	GALL'S INC	3273	MEDICAL SUPPLIES	R	-310.80
4/6/2007	WEIR V.F...	3184	TXU ENERGY	SEPT BILL	title fee	R	-45.00
4/11/2...	WEIR V.F...	3185	FUEGO	pager repair	Utilities:Water	R	-27.41
4/11/2...	WEIR V.F...	3186	D & L Printing	PHONE BILL	COMMUNICATION	R	-47.60
4/11/2...	WEIR V.F...	3187	METRO FIRE	ROPE & LIFE VESTS	COMMUNICATION	R	-50.22
4/11/2...	WEIR V.F...	3188	GALL'S INC	REPAIRS	truck equipment	R	-419.26
4/11/2...	WEIR V.F...	3189	REFLECTIVE DYNAMICS	TICKETS	Utilities:Gas & Electric	R	-168.69
4/12/2...	WEIR V.F...	3190	SKY LINE EQUIPMENT	EXTRACATION TOOLS CONVE...	PERSONAL EQUIP	R	-27.50
4/13/2...	WEIR V.F...	3191	HEMAN FIRE EQUIPMENT INC.	LIFE VESTS	FUND RAISER	R	-10.74
4/17/2...	WEIR V.F...	S		3273 DECALS	truck equipment	R	-3,189.25
				WASHER/TRACTOR SERVIC...	TRUCK MAINT	R	-383.56
				LIGHT HOLDERS	EQUIPMENT	R	-53.50
				CLAWSON	PERSONAL EQUIP	R	-275.54
				WISE	DONATION	R	-38.19
				1st BAPTIST CHURCH of WEIR	DONATION	R	500.00
4/18/2...	WEIR V.F...	3192	MIDLAND TELECOM	5 PAGERS	DONATION	R	200.00
4/18/2...	WEIR V.F...	3193	GALL'S INC	ROPE BAGS	COMMUNICATION	R	200.00
4/18/2...	WEIR V.F...	3194	ECPI	wireless	truck equipment	R	-1,185.00
4/20/2...	WEIR V.F...	3195	CASH	start up change	COMMUNICATION	R	-90.97
4/20/2...	WEIR V.F...	3196	BEN E KEITH	food stuffs	FUND RAISER	R	-99.00
		S		setick	FUND RAISER	R	-681.31
4/22/2...	WEIR V.F...	3197	Valero Marketing	almazan	DONATION	R	150.00
4/23/2...	WEIR V.F...	3198	emergency equipment co.	shamrock gas bill	Fuel	R	50.00
4/27/2...	WEIR V.F...	Print	VERIZON SOUTHWEST	FUND RAISER	FUNDRAISER	R	-226.85
4/30/2...	WEIR V.F...	3199	CAPITAL-ONE	pump repair & test	truck equipment	R	3,336.00
				PHONE BILL	COMMUNICATION	R	-930.00
				LABSAFE	truck equipment	R	-50.90
				BATTERY ZONE	COMMUNICATION	R	-368.21
				GEORGE TRANSMISSION	TRUCK MAINT	R	-83.77
				YAHOO	Office	R	-386.98
				NORTHERN TOOL	truck equipment	R	-11.95
				WALMART	truck equipment	R	-133.89
				HOME DEPOT	BUILDING	R	-19.16
				FLOWER PATCH	BUILDING	R	-21.18
				ALL POINTS	COMMUNICATION	R	-47.85
				THE FIRE STORE	PERSONAL EQUIP	R	-172.50
				WILLIAMSON COUNTY SUN	FUND RAISER	R	-40.97
				MURPHY	Fuel	R	-113.83
4/30/2...	WEIR V.F...	3200	FOX AUTO	APR. statement	TRUCK MAINT	R	-50.00
4/30/2...	WEIR V.F...	3201	JONAH WATER S.U.D.	APR BILL	Utilities:Water	R	-48.65
5/4/2007	WEIR V.F...			TECO-WESTINGHOUSE	FUNDRAISER	R	-44.86
						R	700.00

Weir Vol. Fire Dept. Register Report

Page 5

Date	Account	Num	Description	Memo	Category	Cl	Amount
5/4/2007	WEIR V.F...	3202	WEIR Store			R	-728.33
5/5/2007	WEIR V.F...			MEAT	FUND RAISER	R	150.00
5/15/2...	WEIR V.F...	3203	Valero Marketing	GERMANIA	DONATION	R	-239.63
5/15/2...	WEIR V.F...	3204	TXU ENERGY	shamrock gas bill	Fuel	R	-200.36
5/15/2...	WEIR V.F...	3205	TAYLOR FIRE DEPT	FARM ACCIDENTS	Utilities:Gas & Electric	R	-50.00
5/21/2...	WEIR V.F...	3206	ECPI	wireless	training	R	-99.00
5/21/2...	WEIR V.F...	3207	CAPITAL-ONE	WEIR STORE (FUEL)	COMMUNICATION	R	-52.50
				FLYING J	training	R	-21.15
				MURPHYS	Travel	R	-18.19
				ALL POINTS	Fuel	R	-54.78
				INTERSTATE TRANSMISSION	truck equipment	R	-470.90
				WAL-MART	truck equipment	R	-25.00
				HEB	FUND RAISER	R	-73.43
				DENNYS	FUND RAISER	R	-17.70
				YAHOO	Travel	R	-15.73
				HOME DEPOT	COMMUNICATION	R	-11.95
				SCHOOL EXPENSES	BUILDING	R	-17.30
				dalton	training	R	-234.57
				APR BILL	DONATION	R	25.00
				APR. statement	Utilities:Water	R	-31.06
				PHONE BILL	TRUCK MAINT	R	-4.44
				SOCIAL	COMMUNICATION	R	-50.42
				wireless	training	R	-229.90
				shamrock gas bill	Supplies	R	-123.01
				SCHOOL EXPENSES	Utilities:Gas & Electric	R	-162.98
				SCHOOL EXPENSES	COMMUNICATION	R	-99.00
				LARRY FONTENOT	Fuel	R	-232.33
				MURPHYS	Gifts	R	-553.00
				INTERSTATE TRANSMISSION	training	R	-500.00
				BATTERY ZONE	training	R	-500.00
				ROUND ROCK EXPRESS	ESD INCOME	R	43,000.00
				YAHOO	DONATION	R	224.00
				HOME DEPOT	Fuel	R	-50.00
				REPAIRS	TRUCK MAINT	R	-12.50
				PHONE BILL	COMMUNICATION	R	-21.00
				APR BILL	ENTERTAINMENT	R	-29.00
				1984 GMC	COMMUNICATION	R	-11.95
				bill's ticket	BUILDING	R	-33.42
					PERSONAL EQUIP	R	-25.00
					COMMUNICATION	R	-50.35
					Utilities:Water	R	-38.96
					TRUCK SALE	R	8,750.00
					Re-imburse	R	7.00
					Utilities:Gas & Electric	R	-196.49
					Fuel	R	-344.53
					COMMUNICATION	R	-99.00
					TRUCK PURCHASE	R	-67,000.00

3/20/2008

## Weir Vol. Fire Dept. Register Report

10/1/2006 Through 9/30/2007

Page 6

Date	Account	Num	Description	Memo	Category	CI	Amount
7/27/2...	WEIR V.F...	3226	CAPITAL-ONE	SHELL OIL	Fuel	R	-50.01
				WEIR STORE	Fuel	R	-50.00
				CROSSROADS CAFE	Travel	R	-16.21
				USPS	Office supplies	R	-41.00
				ACADEMY SPORTS (fuel tank)	TRUCK MAINT	R	-21.86
				INTERSTATE TRANSMISSION	TRUCK MAINT	R	-74.80
				INTERSTATE TRANSMISSION	TRUCK MAINT	R	-185.82
				WEIR STORE	Fuel	R	-49.99
				YAHOO	COMMUNICATION	R	-11.95
				HOME DEPOT	BUILDING	R	-22.57
				MURPHYS	Fuel	R	-50.00
				FILING FEE	Office	R	-6.00
				APR. statement	TRUCK MAINT	R	-15.22
				APR BILL	Utilities:Water	R	-29.36
				PHONE BILL	COMMUNICATION	R	-57.90
				TWO LOW PRESSURE SCBAS	EQUIPMENT SALE	R	1,000.00
7/27/2...	WEIR V.F...	3227	SECRETARY OF STATE	shamrock gas bill	Utilities:Gas & Electric	R	-224.13
7/27/2...	WEIR V.F...	3228	FOX AUTO	accountability tags	Fuel	R	-326.84
7/27/2...	WEIR V.F...	3229	JONAH WATER S.U.D.	wireless	EQUIPMENT	R	-16.65
7/30/2...	WEIR V.F...	Print	VERIZON SOUTHWEST	murphy's Taylor TX	COMMUNICATION	R	-99.00
8/17/2...	WEIR V.F...	3230	TXU ENERGY	city cafe	Fuel	R	-73.07
8/17/2...	WEIR V.F...	3231	Valero Marketing	USPS	Travel	R	-24.81
8/17/2...	WEIR V.F...	3232	MY-LOR	wal-mart	Office supplies	R	-8.53
8/18/2...	WEIR V.F...	3233	ECPI	INTERSTATE TRANSMISSION	TRUCK MAINT	R	-13.92
8/28/2...	WEIR V.F...	3234	CAPITAL-ONE	TX Secretary of State	TRUCK MAINT	R	-14.50
				office depot	Office	R	-6.17
				positive promotions	Office	R	-8.43
				YAHOO	Education	R	-282.40
				HOME DEPOT	COMMUNICATION	R	-11.95
				MURPHYS	BUILDING	R	-27.91
				home depot	Fuel	R	-50.00
				northern tool	BUILDING	R	-24.17
				office depot	truck equipment	R	-61.18
				TICKETS	Office supplies	R	-50.64
				maintenance support	STREET DANCE	R	-27.10
				APR BILL	COMMUNICATION	R	-495.00
				CHECKS	Utilities:Water	R	-30.21
				PHONE BILL	Office supplies	R	-42.80
				fire hydrants	INFRASTRUCTURE	R	-50.06
				band	ENTERTAINMENT	R	-8,619.66
				air packs	EQUIPMENT SALE	R	-600.00
				repair 10 pagers	COMMUNICATION	R	1,600.00
				SERVICE BREATHING AIR SYS...	EQUIPMENT MAINTENANCE	R	-254.00
				accountability tags	Utilities:Gas & Electric	R	-500.00
					EQUIPMENT	R	-297.67
					DONATION	R	-26.83
						R	150.00

8/28/2... WEIR V.F... 3235 D & L Printing  
 8/28/2... WEIR V.F... 3236 FIRE PROGRAMS  
 8/28/2... WEIR V.F... 3237 JONAH WATER S.U.D.  
 8/29/2... WEIR V.F... Print HARLAND CHECKS  
 8/30/2... WEIR V.F... Print VERIZON SOUTHWEST  
 8/31/2... WEIR V.F... 3238 JONAH WATER S.U.D.  
 8/31/2... WEIR V.F... 3239 CASH  
 9/5/2007 WEIR V.F... 3240 MIDLAND TELECOM  
 9/10/2... WEIR V.F... 3241 PERKINS ENTERPRISES  
 9/10/2... WEIR V.F... 3242 TXU ENERGY  
 9/10/2... WEIR V.F... 3243 MY-LOR  
 9/18/2... WEIR V.F...

## 10/1/2006 Through 9/30/2007

Page 7

Date	Account	Num	Description	Memo	Category	Cl	Amount
9/19/2...	WEIR V.F...	3244	Valero Marketing	sramrock gas bill	Fuel	R	-300.06
9/19/2...	WEIR V.F...	3245	ECPI	wireless	COMMUNICATION	R	-99.00
9/19/2...	WEIR V.F...	3246	PASP	I D BADGE SET UP FEE	EQUIPMENT	R	-150.00
9/20/2...	WEIR V.F...			LIEN FEE	Bank Chrg	R	-33.00
9/23/2...	WEIR V.F...	3247	JIMMY RUSSELL	Loan proceeds	LOAN	R	40,000.00
9/24/2...	WEIR V.F...	3248	WCEMS	TIRE REPAIR 3272	TRUCK MAINT	R	-62.88
9/24/2...	WEIR V.F...	3249	CAPITAL-ONE	HCP CARDS	training	R	-4.00
				OFFICE DEPOT	Office supplies	R	-55.98
				INTERSTATE TRANSMISSION	TRUCK MAINT	R	-14.50
				office depot	Office	R	-439.97
				YAHOO	COMMUNICATION	R	-11.95
				HOME DEPOT	BUILDING	R	-21.64
				home depot	BUILDING	R	-28.39
				FIRESTORE	EQUIPMENT	R	-170.99
				HEB	BUILDING	R	-9.08
				CHIEF SUPPLY	EQUIPMENT	R	-143.91
				WEIR STORE	Groceries	R	-27.18
				ALL POINTS	COMMUNICATION	R	-180.35
				I D BADGES	EQUIPMENT	R	-153.14
				vehicle signs	EQUIPMENT	R	-150.00
				APR. statement	TRUCK MAINT	R	-3.31
				PHONE BILL	COMMUNICATION	R	-50.48
9/24/2...	WEIR V.F...	3250	PASP				
9/29/2...	WEIR V.F...	3251	Rosebud Advertising & Sign				
9/29/2...	WEIR V.F...	3252	FOX AUTO				
9/30/2...	WEIR V.F...	Print	VERIZON SOUTHWEST				
TOTAL 10/1/2006 - 9/30/2007							27,818.87
BALANCE 9/30/2007							56,928.90
TOTAL INFLOWS							172,621.54
TOTAL OUTFLOWS							-144,802.67
NET TOTAL							27,818.87



Limmer Loop, Ph. 1B (Project No. 06WC420) Change Order No. 6  
Commissioners Court - Regular Session

Date: 04/01/2008  
Submitted By: Krista Zaleski, Road Bond  
Department: Road Bond  
Agenda Area: Regular Agenda Items

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Information

Agenda Item

Consider approving Change Order No. 6 for the Limmer Loop, Ph. 1B Road Bond project in Precinct 4.

Background

This Change Order adjusts contract quantities for items for which the plan and bid quantities were exceeded.

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Fiscal Impact

From/To Acct No.	Description	Amount
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Attachments

Link: [06WC420-CO#6](#)

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Form Routing/Status

Form Started By: Krista Zaleski	Started On: 03/27/2008 09:12 AM
Final Approval Date: 03/27/2008	

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# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

1. CONTRACTOR: Cash Construction

2. Change Order Work Limits: Sta. varies to Sta. varies

3. Type of Change(on federal-aid non-exempt projects): Minor (Major/Minor)

4. Reasons: 2E (3 Max. - In order of importance - Primary first)

Project: 06WC420

Roadway: Limmer Loop 1B

Purchase Order  
Number: \_\_\_\_\_

5. Describe the work being revised:

**2E: Differing Site Conditions (unforeseeable). Miscellaneous difference in site conditions.** Quantities for the listed items were exceeded.

6. Work to be performed in accordance with Items: see attached

7. New or revised plan sheet(s) are attached and numbered: \_\_\_\_\_

8. New Special Provisions to the contract are attached: ☐ Yes ☒ No

9. New Special Provisions to Item N/A No. N/A, Special Specification Item N/A are attached.

Each signatory hereby warrants that each has the authority to execute this Change Order (CO).

<p><i>The contractor must sign the Change Order and, by doing so, agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change.</i></p> <p>THE CONTRACTOR Date <u>3-25-08</u></p> <p>By <u>Cody Bailey</u></p> <p>Typed/Printed Name <u>Cody Bailey</u></p> <p>Typed/Printed Title <u>Project MGR.</u></p>	<p><b>The following information must be provided</b></p> <p>Time Ext. #: <u>N/A</u> Days added on this CO: <u>0</u></p> <p>Amount added by this change order: <u>\$81,276.60</u></p>
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## RECOMMENDED FOR EXECUTION:

[Signature] 3/25/08  
Project Manager Date  
Construction Observer

Design Engineer Date  
[Signature] 3/25/08  
Program Manager Date

Design Engineer's Seal:

N/A

County Commissioner Precinct 1 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 2 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 3 Date  
☐ APPROVED ☐ REQUEST APPROVAL

County Commissioner Precinct 4 Date  
☐ APPROVED ☐ REQUEST APPROVAL

☐ APPROVED County Judge Date

Received

MAR 25 2008

HNTB Corporation  
Round Rock

# WILLIAMSON COUNTY, TEXAS

CHANGE ORDER NUMBER: 6

Project # 06WC420

TABLE A: Force Account Work and Materials Placed into Stock

	LABOR	HOURLY RATE			HOURLY RATE

TABLE B: Contract Items

ITEM	DESCRIPTION	UNIT	UNIT PRICE	ORIGINAL + PREVIOUSLY REVISED		ADD or (DEDUCT)	NEW		OVERRUN/ UNDERRUN
				QUANTITY	ITEM COST		QUANTITY	ITEM COST	
0247-0504	FLEXIBLE BASE (COMPL IN PLAC)(TY A GR 2 CL 4)	CY	\$29.00	12,787.00	\$370,823.00	953.00	13,740.00	\$398,460.00	\$27,637.00
0460-0504	CMP (GAL STL 24")	LF	\$38.00	252.00	\$9,576.00	155.00	407.00	\$15,466.00	\$5,890.00
0462-0506	CONC BOX CULV (5'X2')	LF	\$200.00	48.00	\$9,600.00	30.00	78.00	\$15,600.00	\$6,000.00
0529-0540	CONCRETE CURB (MOW STRIP)	LF	\$20.00	2,275.00	\$45,500.00	670.00	2,945.00	\$58,900.00	\$13,400.00
0540-0501	MTL BEAM GD FEN W/POSTS (12 GA)	LF	\$26.00	1,825.00	\$47,450.00	475.00	2,300.00	\$59,800.00	\$12,350.00
0540-0505	TERM ANCHOR SECTION W/POSTS (12 GA)	EA	\$400.00	6.00	\$2,400.00	2.00	8.00	\$3,200.00	\$800.00
5526-XXXX	TENSAR BX 1100 (TYPE 1 GEO GRID)	SY	\$3.30	33,201.00	\$109,563.30	3,212.00	36,413.00	\$120,162.90	\$10,599.60
5819-0510	SINGLE GD RAIL TERM (TY I, II, OR III)	EA	\$2,300.00	6.00	\$13,800.00	2.00	8.00	\$18,400.00	\$4,600.00
TOTALS					\$608,712.30			\$689,988.90	\$81,276.60

## CHANGE ORDER REASON(S) CODE CHART

1. Design Error or Omission	1A. Incorrect PS&E 1B. Other
2. Differing Site Conditions (unforeseeable)	2A. Dispute resolution (expense caused by conditions and/or resulting delay) 2B. Unavailable material 2C. New development (conditions changing after PS&E completed) 2D. Environmental remediation 2E. Miscellaneous difference in site conditions (unforeseeable)(Item 9) 2F. Site conditions altered by an act of nature 2G. Unadjusted utility (unforeseeable) 2H. Unacquired Right-of-Way (unforeseeable) 2I. Additional safety needs (unforeseeable) 2J. Other
3. County Convenience	3A. Dispute resolution (not resulting from error in plans or differing site conditions) 3B. Public relations improvement 3C. Implementation of a Value Engineering finding 3D. Achievement of an early project completion 3E. Reduction of future maintenance 3F. Additional work desired by the County 3G. Compliance requirements of new laws and/or policies 3H. Cost savings opportunity discovered during construction 3I. Implementation of improved technology or better process 3J. Price adjustment on finished work (price reduced in exchange for acceptance) 3K. Addition of stock account or material supplied by state provision 3L. Revising safety work/measures desired by the County 3M. Other
4. Third Party Accommodation	4A. Failure of a third party to meet commitment 4B. Third party requested work 4C. Compliance requirements of new laws and/or policies (impacting third party) 4D. Other
5. Contractor Convenience	5A. Contractor exercises option to change the traffic control plan 5B. Contractor requested change in the sequence and/or method of work 5C. Payment for Partnering workshop 5D. Additional safety work/measures desired by the contractor 5E. Other
6. Untimely ROW/Utilities	6A. Right-of-Way not clear (third party responsibility for ROW) 6B. Right-of-Way not clear (County responsibility for ROW) 6C. Utilities not clear 6D. Other

## **Williamson County Road Bond Program**

### **Limmer Loop, Phase 1B Williamson County Project No. 06WC420**

#### **Change Order No. 6**

#### **Reason for Change**

This Change Order adjusts contract quantities for items for which the plan and bid quantities were exceeded. Following are reasons for the additional quantities required for each existing contract item:

- The flex base (item 247-504) and the Geo-grid (item 5526-xxx) bid quantities did not include the 1:1 wedge that is shown on the typical section.
- The 24" CMP (item 460-504) was used on three driveways that were excluded from the original plans.
- A 5'x2' box culvert (item 462-506) required an additional 30 feet.
- Metal beam guard fence (item 540-501), mow strip (529-540), single guardrail terminals (5819-510), and terminal anchor systems (540-505) were all added to improve clear zone requirements at box culvert 'G'.

This Change Order results in a net increase of \$81,276.60 to the Contract amount, for an adjusted Contract total of \$2,172,065.35. The original Contract amount was \$2,010,629.65. As a result of this and all Change Orders to date, \$161,435.70 has been added to the Contract, resulting in an 8.0% net increase in the Contract cost. No additional days will be added to or deducted from the Contract as a result of this Change Order.

**HNTB Corporation**

Michael Snare, P.E.

Donation Special Warranty Deed  
Commissioners Court - Regular Session

Date: 04/01/2008  
Submitted By: Peggy Vasquez, County Judge  
Submitted For: Peggy Vasquez  
Department: County Judge  
Agenda Area: Regular Agenda Items

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Information

Agenda Item

Discuss and take appropriate action on Donation Special Warranty Deed/Ronald Reagan Blvd.

Background

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Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: [Deed](#)

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Form Routing/Status

Form Started By: Peggy Vasquez      Started On: 03/25/2008 04:21 PM  
Final Approval Date: 03/26/2008

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**DONATION SPECIAL WARRANTY DEED**

Ronald Reagan Blvd.

**THE STATE OF TEXAS**

§

**COUNTY OF WILLIAMSON**

§

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**WHEREAS,** Williamson County, Texas is authorized to purchase land and such other property rights deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of a portion of the proposed Ronald Reagan Blvd. ("Project"); and,

**WHEREAS,** the purchase of the hereinafter-described premises has been deemed necessary or convenient for the construction, expansion, enlargement, extension, improvement, or operation of the Project;

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That JOHN D. GOURLEY, ROBERT W. TEETER AND WIFE PAMELA S. TEETER, VINCENT J. STAGLIANO AND WIFE PEGGY S. STAGLIANO, AND JOHN H. TEETER, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Williamson County, Texas, receipt and sufficiency of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Bargain, Sell, Donate and Convey unto Williamson County, Texas all those certain tracts or parcels of land lying and being situated in the County of Williamson, State of Texas, along with any improvements thereon, being more particularly described as follows:

Being a 17.72 acre tract of land, more or less, situated in the Lemuel S. Walters Survey, Abstract No. 653, Williamson County, Texas; said tracts being more particularly described by metes and bounds in Exhibit "A" attached hereto.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

Easements and rights-of-way of record; all presently recorded restrictions, reservations, covenants, conditions, oil, gas or other mineral leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and any encroachments or overlapping of improvements.

As a condition to this transfer Williamson County agrees to cause to be constructed median breaks and driveway entrances along the proposed Ronald Reagan Blvd. roadway improvements on the Property in the locations generally as shown on Exhibit B attached hereto and incorporated herein. Any median break and driveway locations must otherwise comply with any governing jurisdiction's development rules and regulations for such items at the time of construction.

Williamson County further agrees that Grantor shall be allowed, at Grantor's sole expense, to place utility sleeves under and across the Property and under any roadway improvements constructed thereon as necessary to facilitate development and connection of utilities on Grantor's remaining property. Prior to installation such utility sleeve locations must be submitted to, and approved by, either the Williamson County engineer or the engineer of any subsequent jurisdiction having authority over the Property.

**TO HAVE AND TO HOLD** the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto Williamson County, Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto Williamson County, Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantors, but not otherwise.

This deed is being delivered in lieu of condemnation.

**IN WITNESS WHEREOF**, this instrument is executed on this the 3 day of March, 2008.

**GRANTOR:**

  
John D. Gourley


  
Robert W. Teeter

  
Pamela S. Teeter



  
\_\_\_\_\_  
Vincent J. Stagliano

  
\_\_\_\_\_  
Peggy S. Stagliano

  
\_\_\_\_\_  
John H. Teeter

AGREED AND ACCEPTED:

WILLIAMSON COUNTY

By: \_\_\_\_\_  
Dan A. Gattis  
County Judge

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Dallas

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This instrument was acknowledged before me on this the 10 day of March, 2008 by John D. Gourley, for the purposes and consideration recited therein.



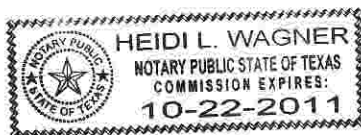
Heidi L. Wagner  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Dallas

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This instrument was acknowledged before me on this the 10 day of March, 2008 by Robert W. Teeter, for the purposes and consideration recited therein.



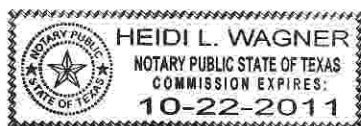
Heidi L. Wagner  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Dallas

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This instrument was acknowledged before me on this the 10 day of March, 2008 by Pamela S. Teeter, for the purposes and consideration recited therein.



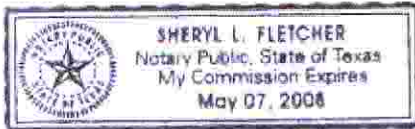
Heidi L. Wagner  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Collin

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This instrument was acknowledged before me on this the 4<sup>th</sup> day of March, 2008 by Vincent J. Stagliano, for the purposes and consideration recited therein.



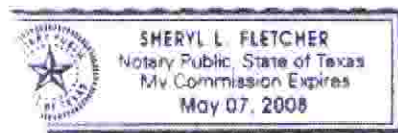
Sheryl L. Fletcher  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Collin

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This instrument was acknowledged before me on this the 4<sup>th</sup> day of March, 2008 by Peggy S. Stagliano, for the purposes and consideration recited therein.



Sheryl L. Fletcher  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF Dallas

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This instrument was acknowledged before me on this the 10 day of March, 2008 by John H. Teeter, for the purposes and consideration recited therein.



Heidi L. Wagner  
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

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This instrument was acknowledged before me on this the \_\_\_\_ day of \_\_\_\_\_, 2008 by Dan A. Gattis, in the capacity and for the purposes and consideration recited therein.

\_\_\_\_\_  
Notary Public, State of Texas

**PREPARED IN THE OFFICE OF:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas

**GRANTEE'S MAILING ADDRESS:**

Williamson County  
c/o County Judge John Doertler  
710 Main Street  
Georgetown, Texas 78626

**AFTER RECORDING RETURN TO:**

Sheets & Crossfield, P.C.  
309 East Main  
Round Rock, Texas 78664

**LEGAL DESCRIPTION FOR PROPOSED RIGHT OF WAY**

BEING 17.72 acres of land, situated in the Lemuel S. Walters Survey, Abstract No. 653, in Williamson County, Texas, said land being a portion of that certain tract of land, called 424.43 acres as conveyed to John D. Gourley, Robert W. Teeter, and wife, Pamela S. Teeter, Vincent J. Stagliano, and wife, Peggy S. Stagliano, and John H. Teeter, by deed recorded as Document No. 2006052470 of the Official Public Records of Williamson County, Texas. Surveyed on the ground in the month of October, 2007, under the supervision of Brian F. Peterson, Registered Professional Land Surveyor, and being more particularly described as follows;

BEGINNING at an iron pin found marking the Northeast corner of the above-referenced 424.43 acre Gourley, et al, tract, being an interior corner of that certain Tract II, called 200.00 acres, as conveyed to John F. Yearwood by deed as recorded in Volume 1813, Page 665, of the Official Records of Williamson County, Texas, for the Northeast corner hereof;

THENCE, along the East line of the said 424.43 acre Gourley, et al, being a westerly line of the said 200.00 acre Yearwood Tract II, S 67°53'45" E, 15.56 feet to an iron pin found and S 21°52'30" E, 210.90 feet to an iron pin set for the most easterly corner hereof;

THENCE, S 43°25'30" W, 340.34 feet to an iron pin set at the beginning of a curve to the Left (Radius = 7,870.02 feet, long chord bears S 38°08'30" W, 1,449.45 feet); Thence, along the said curve for an arc distance of 1,451.82 feet to an iron pin set; Thence, S 32°51'30" W, 1,110.25 feet to an iron pin set at the beginning of a curve to the Right (Radius = 3,580.01 feet, long chord bears S 33°35'45" W, 92.24 feet); Thence, along the said curve for an arc distance of 92.47 feet to an iron pin set on the West line of the said 424.43 acre Gourley, et al, tract, being the East line of that certain tract of land, called 425.964 acres, as conveyed to Del Webb Texas Limited Partnership by deed recorded as Document No. 9558177 of the Official Records of Williamson County, Texas, for the most southerly corner hereof;

THENCE, along the said West line of the 424.43 acre Gourley, et al, tract, being the East line of the said 425.964 acre Del Webb Texas Limited Partnership tract, N 21°33'30" W, 318.24 feet to an iron pin set for the most westerly corner hereof;

THENCE, N 32°51'30" E, 1,017.30 feet to an iron pin set at the beginning of a curve to the Right (Radius = 8,130.02 feet, long chord bears N 38°08'30" E, 1,497.33 feet); Thence, along the said curve for an arc distance of 1,499.84 feet to an iron pin set; Thence, N 43°25'30" E, 308.54 feet to an iron pin set on the North line of the said 424.43 acre Gourley, et al, tract, being a southerly line of the said 200.00 acre Yearwood Tract II, for the Northwest corner hereof;

THENCE, N 68°40'30" E, 126.35 feet to the Place of BEGINNING and containing 17.72 acres of land.

This tract is also subject to a 25-foot-wide City of Georgetown wastewater line easement on the north side and a 15-foot-wide Chisholm Trail Special Utility District waterline easement on the south side.

STATE OF TEXAS

KNOW ALL MEN BY THESE

PRESENTS:

COUNTY OF WILLIAMSON

I, Brian F. Peterson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon and is correct, and there are no apparent discrepancies, conflicts, overlapping of improvements, visible utility lines or roads in place, except as shown on the accompanying plat, to the best of my knowledge and belief.

To certify which, witness my hand and seal at Georgetown, Williamson County, Texas, this the 29th day of February, 2008, A.D.

Brian F. Peterson

Registered Professional Land Surveyor, No. 3967  
State of Texas



20444-ROW-revised

STEGER BIZZELL

1978 S. Austin Ave  
Georgetown, TX 78626  
(512) 930-9412



# LEGEND

CONC. MON.

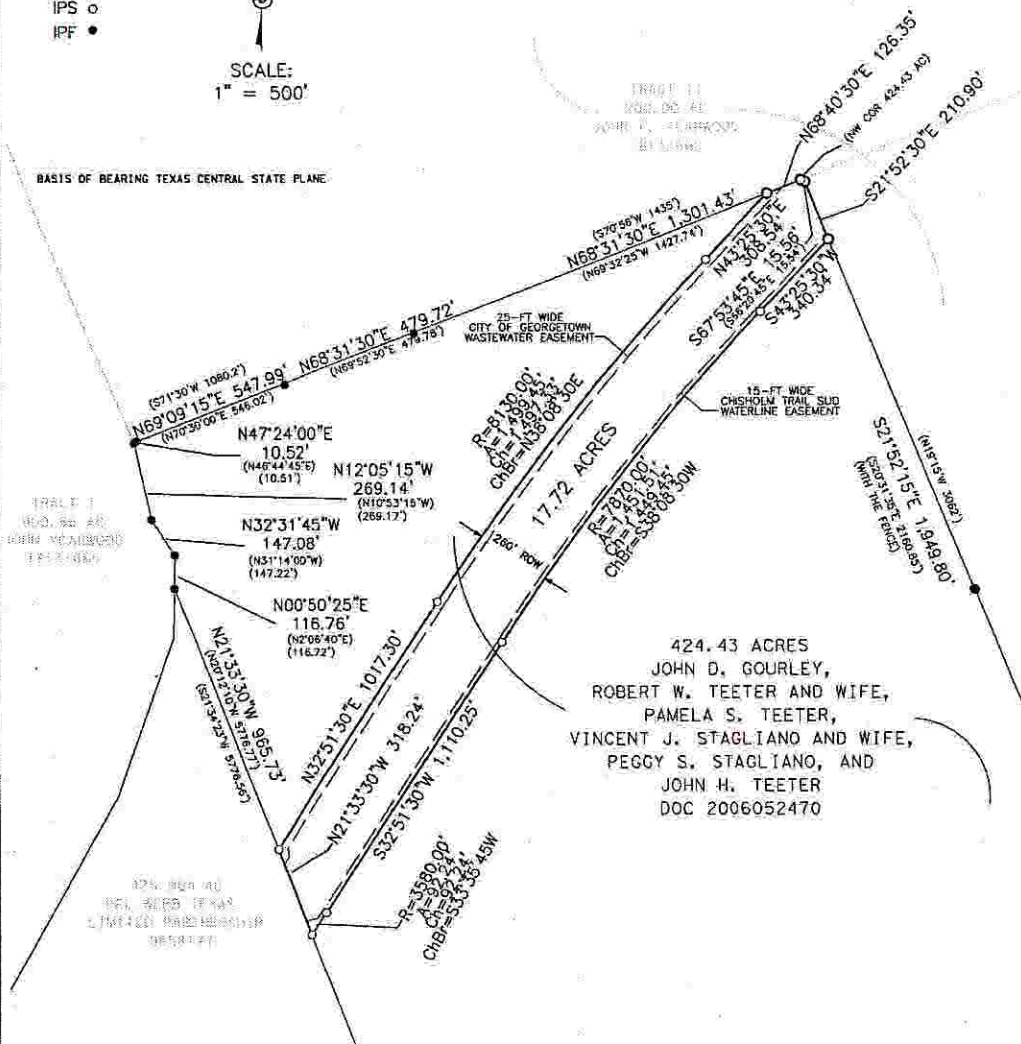
IPS ○

IPF ●



SCALE:  
1" = 500'

BASIS OF BEARING TEXAS CENTRAL STATE PLANE



I, BRIAN F. PETERSON, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAT CORRECTLY REPRESENTS THE PROPERTY AS DETERMINED BY AN ON-THE-GROUND SURVEY PERFORMED UNDER MY SUPERVISION AND DIRECTION. THE PROPERTY PLATTED HEREON IS CORRECT AND THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON.



2/29/08

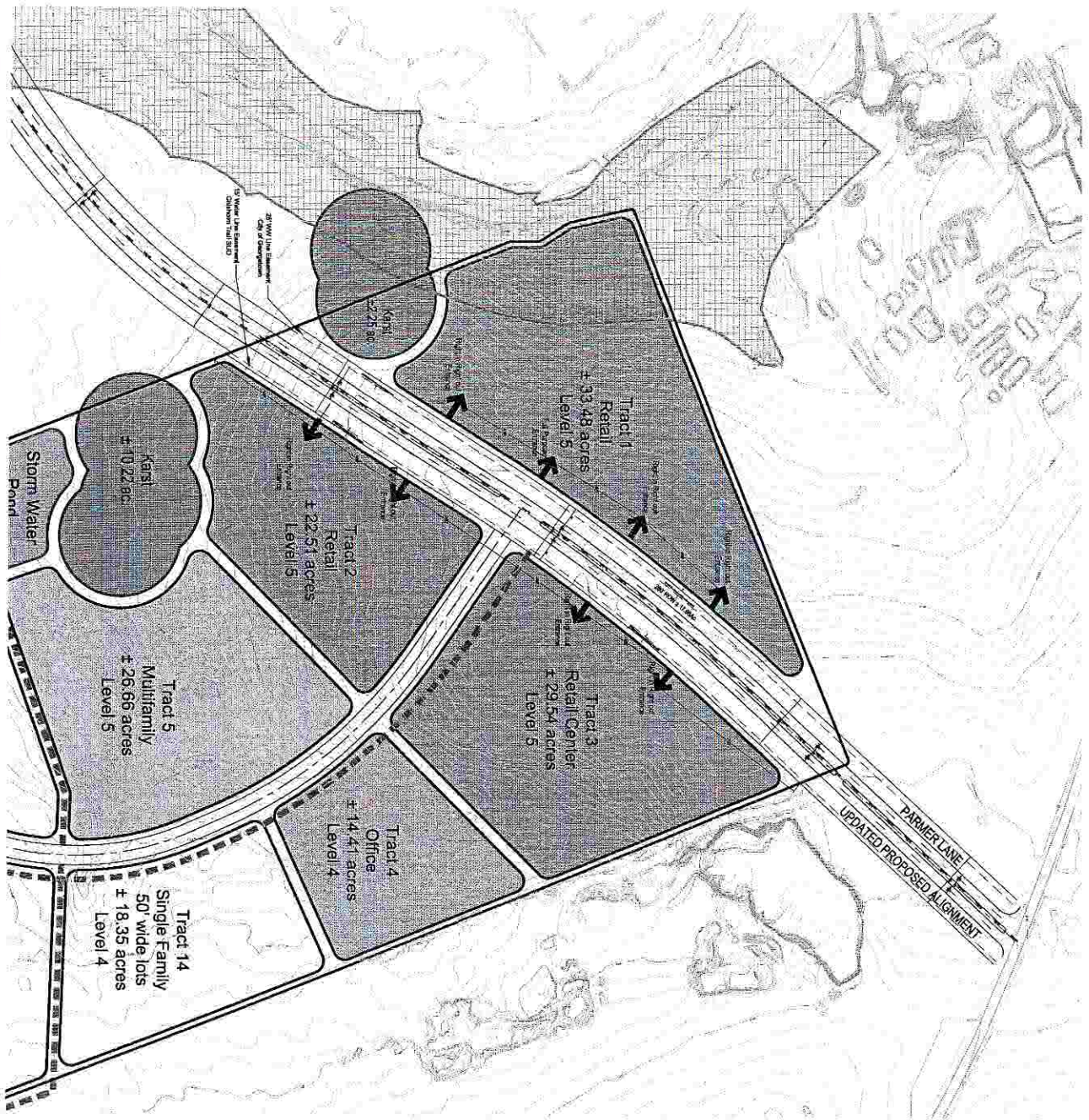
A PORTION OF THE JOHN D GOURLEY ET. AL. TRACT  
LEMUEL S. WALTERS SURVEY,  
ABSTRACT No. 653  
WILLIAMSON COUNTY, TEXAS

STEGE BIZZELL

ADDRESS 1078 S. AUSTIN AVENUE GEORGETOWN, TX 78626  
PHONE 512.930.8412 FAX 512.930.8418 WEB STEGERBIZZELL.COM  
SERVICES >>ENGINEERS >>PLANNERS >>SURVEYORS

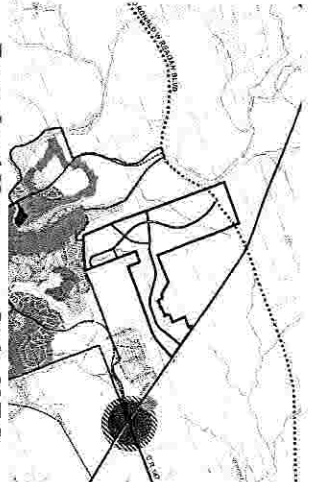
JOB NO. 20444





### Future Land Use

Scale: N.T.S.



### Land Use Summary

Tract	Land Use	Area	Level
1	Retail	33.48 ac.	5
2	Retail	22.51 ac.	5
3	Retail Center	29.54 ac.	5
4	Office	14.41 ac.	4
5	Multi-Family	26.66 ac.	5
6	Storm Water Pond	2.00 ac.	5
7	Storm Water Pond	2.00 ac.	5
8	Storm Water Pond	2.00 ac.	5
9	Storm Water Pond	2.00 ac.	5
10	Storm Water Pond	2.00 ac.	5
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96	Storm Water Pond	2.00 ac.	5
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98	Storm Water Pond	2.00 ac.	5
99	Storm Water Pond	2.00 ac.	5
100	Storm Water Pond	2.00 ac.	5

### Legend

- Commercial
- Office
- Multi Family
- Residential
- Park/Kast Features
- Storm Water Ponds
- Pedestrian Corridor





## CAFR Submission 3-08

## Commissioners Court - Regular Session

Date: 04/01/2008  
Submitted By: Lisa Moore, County Auditor  
Submitted For: Melanie Denny  
Department: County Auditor  
Agenda Area: Regular Agenda Items

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## Information

## Agenda Item

Discuss and take action on the 2007 Comprehensive Annual Financial Report.

## Background

Due to the size of the file, this information will be sent via email; hard copies of the Report will be presented in Court.

This presentation will be made by David Flores, and Paula Spiegelhauer of Pattillo, Brown & Hill.

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## Fiscal Impact

From/To	Acct No.	Description	Amount
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## Attachments

Link: [Wmson County Mgt Letter](#)

Link: [Mgt Comments and Suggestions](#)

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## Form Routing/Status

Form Started By: Lisa Moore      Started On: 03/27/2008 08:44 AM  
Final Approval Date: 03/27/2008

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**PB&H**  
**PATTILLO, BROWN & HILL, L.L.P.**  
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

To The Honorable County Judge and  
Commissioners' Court  
Williamson County, Texas

In planning and performing our audit of the basic financial statements of Williamson County, Texas, for the year ended September 30, 2007, we considered the County's internal control structure to determine our auditing procedures for the purpose of expressing an opinion on the basic financial statements and not to provide assurance on the internal control structure.

However, during our audit, we became aware of certain matters that, while not involving material weaknesses in internal accounting control, are opportunities for strengthening internal controls and operating efficiency. The memorandum that accompanies this letter summarizes our comments and suggestions regarding those matters. This letter does not affect our report dated March 5, 2008, on the financial statements of Williamson County, Texas.

We will review the status of these comments during our next audit engagement. We have already discussed many of these comments and suggestions with various County personnel, and we will be pleased to discuss them in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations.

*Pattillo, Brown & Hill, L.L.P.*

March 5, 2008

## **WILLIAMSON COUNTY, TEXAS**

### **COMMENTS AND SUGGESTIONS**

**FOR THE YEAR ENDED SEPTEMBER 30, 2007**

#### **ANIMAL SHELTER**

We discussed processes over receiving and disbursing funds with animal shelter employees. During our inquiry, we noted that the animal shelter does not disburse funds, but requests disbursement of funds through the purchase order process used by the County's purchasing department. The process over receiving funds at the animal shelter includes each cashier using their own cash drawer and reconciling consecutively numbered computer-generated receipts to funds received daily. Each day, the reconciliation is verified by the Director and the funds are deposited with the County Treasurer. Currently, we do not have any comments in regards to the animal shelter's processes over receiving and disbursing funds.

#### **DOCUMENTING PROCESS OVER COMMUNICATION**

Currently, the County has a process to communicate relevant information among all offices and departments. We recommend a written form of these procedures be prepared to prevent any misunderstanding of the County's process. A written form should address what offices and departments need to be informed of certain transactions when they occur. For example, if the County donates a building to another entity, the department overseeing the accountability of buildings for financial reporting needs to be informed of such transaction. Documenting this process will facilitate the ease of training new personnel and/or existing personnel who may be responsible for these duties in another employee's absence.

### **PRIOR YEAR COMMENTS**

#### **STATEMENT ON AUDITING STANDARDS NO. 112**

##### ***Prior Year Comment:***

In May 2006, the AICPA Auditing Standards Board (ASB) issued Statement on Auditing Standards (SAS) No. 112, *Communicating Internal Control Matters Identified in an Audit*. This new standard is effective for the County's fiscal year 2007 external audit. This auditing standard establishes definitions for "significant deficiencies" and "material weaknesses" in internal controls. We believe that the new definitions will lower the threshold for control deficiencies that must be reported by the external auditor. The result is likely to be an increase in the number of control deficiencies that are reported as a result from external financial audits.

In order to prepare for the implementation of SAS 112, it will be important for the County to understand the provisions of the new standard and to develop a detailed action plan. Several actions to consider are listed below:

- Identify an individual or team that will oversee the preparation for the implementation of this standard;
- Identify and document the key controls that support the various financial processes;
- Determine where the greatest risks of significant deficiencies or material weaknesses can occur;
- Implement an action plan for areas that need strengthening; and
- Prioritize key action steps that can be accomplished this fiscal year.

***Current Status:***

Management is aware of the new auditing standard.

**BOND ISSUANCE COSTS**

***Prior Year Comment:***

We noted that the listing of construction in progress provided by the County included bond issuance costs. Bond issuance costs should be reported as deferred charges in the government-wide financial statements and amortized over the life of the related debt. We recommend the County maintain an amortization schedule of bond issuance costs individually by each debt issue. This will provide the County with the information necessary to expense bond issuance costs properly in the government-wide financial statements.

***Current Status:***

This matter has been resolved.

**DEFERRED CONTRIBUTIONS**

***Prior Year Comment:***

Currently, the County reports assets under construction that will be contributed to another entity as construction in progress in the statement of net assets. Construction in progress should exclude the accumulated costs of capital assets under construction that will be contributed upon completion to another entity. These costs should be reported in a noncapital asset account, such as deferred contributions. Once the completed asset is transferred to another entity, the asset should be removed from the statement of net assets by a charge to contribution expense. We recommend the County maintain a separate listing of the construction costs of an asset that will be donated to another entity from the construction costs of capital assets that will be retained by the County. This information will allow the County to exclude costs of assets under construction that will be contributed to another entity from construction in progress on the statement of net assets.

***Current Status:***

This matter has been resolved.

**CAPIAS PRO FINES RECEIVABLE**

***Prior Year Comment:***

During our audit of the District Clerk's fines receivable, we noted a detail listing (subsidiary ledger) that includes items that are considered receivables for financial reporting purposes was not readily available. We recommend that the County generate a detailed listing of capias pro fines receivable at the end of the fiscal year in order to facilitate the preparation of its financial statements.

***Current Status:***

This matter has been resolved.

**ACCOUNTING AND FINANCIAL REPORTING BY EMPLOYERS FOR POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS**

***Prior Year Comment:***

Governmental Accounting Standards Board (GASB) Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions*, issued in June 2004, establishes standards for the measurement, recognition, and display of OPEB expense/expenditures and related liabilities (assets), note disclosures, and, if applicable, required supplementary information (RSI) in the financial reports of state and local governmental employers.

From an accrual accounting perspective, the cost of OPEB generally should be associated with the periods in which the exchange occurs, rather than with the periods (often many years later) when benefits are paid or provided. However, in current practice, most OPEB plans are financed on a pay-as-you-go basis, and financial statements generally do not report the financial effects of OPEB until the promised benefits are paid. As a result, current financial reporting generally fails to:

- Recognize the cost of benefits in periods when the related services are received by the employer;
- Provide information about the actuarial accrued liabilities for promised benefits associated with past services and whether and to what extent those benefits have been funded; and
- Provide information useful in assessing potential demands on the employer's future cash flows.

This Statement improves the relevance and usefulness of financial reporting by (a) requiring systematic, accrual-basis measurement and recognition of OPEB cost over a period that approximates employees' years of service and (b) providing information about actuarial accrued liabilities associated with OPEB and whether and to what extent progress is being made in funding the plan.

Implementation is required for the County in fiscal year September 30, 2009. We recommend the County begin to formulate a strategy to meet the requirements of the new standard.

***Current Status:***

Management is aware of the new standard and is working towards formulating a strategy to meet the new requirements.

\* \* \* \* \*

We appreciate the opportunity to be of service to **Williamson County, Texas**. If you have any questions or require further information, please do not hesitate to contact our office.

April 1, 2008

To: Dan A. Gattis, County Judge  
Lisa Birkman, County Commissioner, Pct. 1  
Cynthia Long, County Commissioner, Pct. 2  
Valerie Covey, County Commissioner, Pct. 3  
Ron Morrison, County Commissioner, Pct. 4

From: Julie Kiley, First Assistant County Auditor

Re: Response to 2007 Audit Comments by Pattillo, Brown, & Hill, L.L.P.

I would like to thank Judge Gattis and audit committee members, Commissioner Covey; Dr. Fred Sellars; and Kellie Bollin for their support and assistance with our external audit process this year. I would also like to thank Melanie Denny, Financial Director; Kathy Wierzowiecki, Internal Audit Director, and the entire staff of the County Auditor's office for their work during the audit.

The audit committee met twice during the Audit with County Staff and Pattillo, Brown, & Hill. The first meeting was to review and discuss the Audit Calendar and the items reviewed during the audit. The last meeting, held on March 5, 2008, the committee reviewed the draft financial report and the Comments and Suggestions provided by Pattillo, Brown & Hill. The reports were approved by the committee and finalized for your presentation.

Attached are responses to all comments made by our external audit firm. If you have questions concerning any aspect of this audit or the County's response to the audit, please contact me.

## **WILLIAMSON COUNTY, TEXAS**

### **COMMENTS AND SUGGESTIONS**

**FOR THE YEAR ENDED SEPTEMBER 30, 2007**

#### **ANIMAL SHELTER**

We discussed processes over receiving and disbursing funds with animal shelter employees. During our inquiry, we noted that the animal shelter does not disburse funds, but requests disbursement of funds through the purchase order process used by the County's purchasing department. The process over receiving funds at the animal shelter includes each cashier using their own cash drawer and reconciling consecutively numbered computer-generated receipts to funds received daily. Each day, the reconciliation is verified by the Director and the funds are deposited with the County Treasurer. Currently, we do not have any comments in regards to the animal shelter's processes over receiving and disbursing funds.

*Response: The Audit Committee specifically requested that the Outside Audit firm review processes at the Animal Shelter. This is a regional facility and other governmental agencies require that proper assurances are provided in regards to the operations. This provided another review outside of the Internal Audit done by the Williamson County Auditor's office.*

#### **DOCUMENTING PROCESS OVER COMMUNICATION**

Currently, the County has a process to communicate relevant information among all offices and departments. We recommend a written form of these procedures be prepared to prevent any misunderstanding of the County's process. A written form should address what offices and departments need to be informed of certain transactions when they occur. For example, if the County donates a building to another entity the department overseeing the accountability of buildings for financial reporting needs to be informed of such transaction. Documenting this process will facilitate the ease of training new personnel and/or existing personnel who may be responsible for these duties in another employee's absence.

*Response: The County Auditor's Office is currently meeting with several departments involved in these processes such as the County Engineer, County Park Director, and County Attorney's office to formulate a documented plan in how this information will flow. A procedure will be documented and brought to the court for review. The main focus of the procedure will be to document as many items on the Commissioner's Court Agenda in order to have a central place to go to for information.*



## **PRIOR YEAR COMMENTS**

### **STATEMENT ON AUDITING STANDARDS NO. 112**

#### ***Prior Year Comment:***

In May 2006, the AICPA Auditing Standards Board (ASB) issued Statement on Auditing Standards (SAS) No. 112, *Communicating Internal Control Matters Identified in an Audit*. This new standard is effective for the County's fiscal year 2007 external audit. This auditing standard establishes definitions for "significant deficiencies" and "material weaknesses" in internal controls. We believe that the new definitions will lower the threshold for control deficiencies that must be reported by the external auditor. The result is likely to be an increase in the number of control deficiencies that are reported as a result from external financial audits.

In order to prepare for the implementation of SAS 112, it will be important for the County to understand the provisions of the new standard and to develop a detailed action plan. Several actions to consider are listed below:

- Identify an individual or team that will oversee the preparation for the implementation of this standard;
- Identify and document the key controls that support the various financial processes;
- Determine where the greatest risks of significant deficiencies or material weaknesses can occur;
- Implement an action plan for areas that need strengthening; and
- Prioritize key action steps that can be accomplished this fiscal year.

#### ***Current Status:***

Management is aware of the new auditing standard.

*Response: The Auditor's Office continues to work toward preparing for the implementation of SAS 112. We are working on improving communication and educating the various individuals involved in providing information in regards to the financial reporting of the county. Policies and procedures will be developed in several areas to address these concerns. The areas of greatest risks will be reviewed and action plans for these developed.*

## **BOND ISSUANCE COSTS**

### ***Prior Year Comment:***

We noted that the listing of construction in progress provided by the County included bond issuance costs. Bond issuance costs should be reported as deferred charges in the government-wide financial statements and amortized over the life of the related debt. We recommend the County maintain an amortization schedule of bond issuance costs individually by each debt issue. This will provide the County with the information necessary to expense bond issuance costs properly in the government-wide financial statements.

### ***Current Status:***

This matter has been resolved.

## **DEFERRED CONTRIBUTIONS**

### ***Prior Year Comment:***

Currently, the County reports assets under construction that will be contributed to another entity as construction in progress in the statement of net assets. Construction in progress should exclude the accumulated costs of capital assets under construction that will be contributed upon completion to another entity. These costs should be reported in a noncapital asset account, such as deferred contributions. Once the completed asset is transferred to another entity, the asset should be removed from the statement of net assets by a charge to contribution expense. We recommend the County maintain a separate listing of the construction costs of an asset that will be donated to another entity from the construction costs of capital assets that will be retained by the County. This information will allow the County to exclude costs of assets under construction that will be contributed to another entity from construction in progress on the statement of net assets.

### ***Current Status:***

This matter has been resolved.

## **CAPIAS PRO FINES RECEIVABLE**

### ***Prior Year Comment:***

During our audit of the District Clerk's fines receivable, we noted a detail listing (subsidiary ledger) that includes items that are considered receivables for financial reporting purposes was not readily available. We recommend that the County generate a detailed listing of capias pro fines receivable at the end of the fiscal year in order to facilitate the preparation of its financial statements.

***Current Status:***

This matter has been resolved.

**ACCOUNTING AND FINANCIAL REPORTING BY EMPLOYERS FOR  
POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS**

***Prior Year Comment:***

Governmental Accounting Standards Board (GASB) Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions*, issued in June 2004, establishes standards for the measurement, recognition, and display of OPEB expense/expenditures and related liabilities (assets), note disclosures, and, if applicable, required supplementary information (RSI) in the financial reports of state and local governmental employers.

From an accrual accounting perspective, the cost of OPEB generally should be associated with the periods in which the exchange occurs, rather than with the periods (often many years later) when benefits are paid or provided. However, in current practice, most OPEB plans are financed on a pay-as-you-go basis, and financial statements generally do not report the financial effects of OPEB until the promised benefits are paid. As a result, current financial reporting generally fails to:

- Recognize the cost of benefits in periods when the related services are received by the employer;
- Provide information about the actuarial accrued liabilities for promised benefits associated with past services and whether and to what extent those benefits have been funded; and
- Provide information useful in assessing potential demands on the employer's future cash flows.

This Statement improves the relevance and usefulness of financial reporting by (a) requiring systematic, accrual-basis measurement and recognition of OPEB cost over a period that approximates employees' years of service and (b) providing information about actuarial accrued liabilities associated with OPEB and whether and to what extent progress is being made in funding the plan.

Implementation is required for the County in fiscal year September 30, 2009. We recommend the County begin to formulate a strategy to meet the requirements of the new standard.

***Current Status:***

Management is aware of the new standard and is working towards formulating a strategy to meet the new requirements.

*Response: The County Auditor's Office and the Benefits Department have completed an initial review of this accounting standard. This included reviewing the estimated liability of the counties other post employment benefits. It is the recommendation of the Auditor's office that we implement this accounting standard. Both departments will continue to review this information and prepare for implementation in Fiscal Year 2009.*

SAS 112

Commissioners Court - Regular Session

Date: 04/01/2008

Submitted By: Lisa Moore, County Auditor

Submitted For: Melanie Denny

Department: County Auditor

Agenda Area: Regular Agenda Items

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Information

Agenda Item

Hear presentation on Statement of Auditing Standard 112.

Background

Presentation will be made by Julie Kiley, and Paula Spiegelhauer of Pattillo, Brown & Hill.

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Fiscal Impact

**From/To Acct No. Description Amount**

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Attachments

Link: [Statement of Auditing Standard](#)

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Form Routing/Status

Form Started By: Lisa Moore                      Started On: 03/27/2008 10:16 AM

Final Approval Date: 03/27/2008

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**Statement of Auditing Standard (SAS) 112**  
**Communicating Internal Control Related Matters Identified in an Audit**

In May 2006, the AICPA Auditing Standards Board (ASB) issued Statement on Auditing Standards (SAS) No. 112, *Communicating Internal Control Matters Identified in an Audit*.

This auditing standard establishes definitions for “significant deficiencies” and “material weaknesses” in internal controls.

The new definitions could lower the threshold for control deficiencies that must be reported by the external auditor.

The result could be an increase in the number of control deficiencies that are reported as a result from external financial audits.

Items currently under review are:

- Identify an individual or team that will oversee the preparation for the implementation of this standard;
- Identify and document the key controls that support the various financial processes;
- Determine where the greatest risks of significant deficiencies or material weaknesses can occur;
- Implement an action plan for areas that need strengthening; and
- Prioritize key action steps that can be accomplished this fiscal year.

A team is being formulated of various individuals in the Auditor’s Office and key departments in the County.

## PAFR Submission 3-08

## Commissioners Court - Regular Session

Date: 04/01/2008  
Submitted By: Lisa Moore, County Auditor  
Submitted For: Melanie Denny  
Department: County Auditor  
Agenda Area: Regular Agenda Items

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## Information

## Agenda Item

Discuss and take action on the 2007 Popular Annual Financial Report.

## Background

Due to the size of the file, the information will be sent via email; hard copies of the Report will be presented in Court

This presentation will be made by David Flores and David Dukes.

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## Fiscal Impact

From/To	Acct No.	Description	Amount
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## Attachments

*No file(s) attached.*

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## Form Routing/Status

Form Started By: Lisa Moore      Started On: 03/27/2008 08:47 AM  
Final Approval Date: 03/27/2008

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## Grant Adjustment Notice

### Commissioners Court - Regular Session

Date: 04/01/2008

Submitted By: Peggy Vasquez, County Judge

Submitted For: Peggy Vasquez

Department: County Judge

Agenda Area: Regular Agenda Items

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#### Information

#### Agenda Item

Discuss and take appropriate action on Grant Adjustment Notice for Grant SHSGP FY07.

#### Background

This grant (SHSGP FY07) was originally awarded in the amount of \$189,350.00. Unfortunately, that amount represented an error by the COG in equally funding the four HSTF CBRNE Strike Team's Law Enforcement Teams. The "Equipment for CBRNE Strike Teams" line item portion of the funding was supposed to be in a ratio to the number of officers per team. To correct these amounts, GANs have been issued to the four effected sub-recipients. This Williamson County GAN reduces our grant by \$53,771.63, to the adjusted grant total of \$135,578.37. At present, our FY07 grant is "locked" until this GAN is fully processed.

Of the adjusted award of \$135,578.37, the amount of \$35,000 remains applicable to the project for the Sheriff's Department's purchase of the rapid deployment vehicle. The remaining \$100,578.37 will be applied to the Sheriff's Department's purchase of various "personnel protective equipment." It is my understanding that this protective equipment will be made up of items previously agreed upon between the tactical teams, the concept being that CBRNE Strike Teams providing combined regional response should have the same capabilities and equipment.

If you should need any additional information, please, just let me know. Once the GAN is signed, we will need to fax and mail it back to the SAA, so that the account will be unlocked.

Thanks for your help,

Thomas L. Bradford



Office of Emergency Management

Williamson County Texas

512.943.1264 Office

bbradford@wilco.org

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Fiscal Impact

**From/To Acct No. Description Amount**

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Attachments

Link: [Grant](#)

---

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget	Ashlie Koenig	03/24/2008 02:20 PM	APRV
2		County Judge Exec Asst.	Wendy Coco	03/24/2008 02:54 PM	APRV

Form Started By: Peggy Vasquez

Started On: 03/24/2008 12:16 PM

Final Approval Date: 03/24/2008

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# Governor's Division of Emergency Management

## 2007 Grant Adjustment Notice for Williamson County

Date of Award

February 25, 2008


<b>1. Sub-Recipient Name and Address</b>	<b>2. Prepared by:</b> Saba, Sherry	<b>3. Award Number:</b> 07-GA 48491-02
Judge Dan Gattis, Sr. Williamson County 301 South East Inner Loop, Suite 109 Georgetown, TX 78626	<b>4. Federal Grant Information</b>	
	<b>Federal Grant Title:</b>	<b>Homeland Security Grant Program</b>
	<b>Federal Grant Award Number:</b>	2007-GE-T7-0024
	<b>Date Federal Grant Awarded to GDEM:</b>	August 13, 2007
	<b>Federal Granting Agency:</b>	Federal Emergency Management Agency National Preparedness Directorate

<b>5. Award Amount and Grant Breakdowns</b>						
<b>Total Award Amount</b>  \$135,578.37	<b>Note: Additional Budget Sheets (Attachment A): No</b>					
	<b>CCP</b> 97.053	<b>LETPP</b> 97.074	<b>MMRS</b> 97.071	<b>SHSP</b> 97.073	<b>UASI</b> 97.008	<b>Other</b>
	\$0.00	\$135,578.37	\$0.00	\$0.00	\$0.00	\$0.00
	<b>This award supersedes all previous awards. Performance Period:</b> Oct 12, 2007 to Feb 28, 2010					

**6. Statutory Authority for Grant:** This project is supported under Public Law 109-295, the Department of Homeland Security Appropriations Act of 2007.

**7. Method of Payment:** Primary method is reimbursement. See the enclosed instructions for the process to follow in the submission of invoices.

**8. Debarment/Suspension Certification:** The Sub-Recipient certifies that the subgrantee and its' contractors/vendors are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at <http://www.epls.gov>.

<b>9. Agency Approval</b>	
<b>Approving GDEM Official:</b>  Jack Colley, Chief Division of Emergency Management Office of the Governor	<b>Signature of GDEM Official:</b>  

<b>10. Sub-Recipient Acceptance</b>	
<b>I have read and understand the attached Terms and Conditions.</b>	
<b>Type name and title of Authorized Sub-Recipient official:</b>	<b>Signature of Sub-Recipient Official:</b>

<b>11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:</b>	<b>12. Date Signed :</b>

**13. DUE DATE:** April 10, 2008

Signed award and Direct Deposit Form (if applicable) must be returned to GDEM on or before the above due date.

AWARD NUMBER 2007 HSGP – 48491

**TERMS AND CONDITIONS****PURPOSE AND OVERVIEW**

Sub-grant funds provided shall be used to provide law enforcement and emergency response communities with enhanced capabilities for detecting, deterring, disrupting, preventing, and responding to potential threats of manmade, natural disasters and acts of terrorism as described in the federal program guidelines, specifically: planning, equipment, training and exercise needs. All costs under these categories must be eligible under OMB Circular No. A-87 Attachment A, located at <http://www.whitehouse.gov/omb/circulars/index.html>.

**1) AWARD ACCEPTANCE**

The **Sub-recipient Agreement** is only an offer until the sub-recipient returns the signed copy of the 2007 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and in the agreement.

**2) GUIDANCE**

This Sub-recipient is subject to the program guidance contained in the U.S. Department of Homeland Security (DHS) FY 2007 Homeland Security Grant Program Guidelines and Application Kit. The Program Guidance and Application Kit can be accessed at [http://www.ojp.usdoj.gov/odp/grants\\_programs.htm](http://www.ojp.usdoj.gov/odp/grants_programs.htm). Federal Emergency Management Agency (FEMA) periodically publishes Information Bulletins to release, update, amend or clarify grants and programs which it administers. FEMA's National Preparedness Directorate Information Bulletins can be accessed at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm> and are incorporated by reference into this sub-grant. This sub-award is also subject to any Homeland Security Grant Program (HSGP) grant guidance issued by GDEM.

**3) COMPLIANCE - FEDERAL**

- A. Sub-recipient hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including OMB Circulars A-21, A-87, A-102, A-110, A-122, A-133; Ex. Order 12372 (intergovernmental review of federal programs); and 28 C.F.R. parts 18, 22, 23, 30, 35, 38, 42, 61, and 63, 66 or 70 (administrative requirements for grants and cooperative agreements).
- B. Sub-recipient will comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, as further described in the current edition of the *Office of Grant Operations (OGO)'s Financial Management Guide* (Jan 2006) at [http://www.dhs.gov/dhspublic/interweb/assetlibrary/Grants\\_FinancialManagementGuide.pdf](http://www.dhs.gov/dhspublic/interweb/assetlibrary/Grants_FinancialManagementGuide.pdf).
- C. When implementing FEMA National Preparedness Directorate funded activities, the sub-recipient must comply with all federal civil rights laws, to include Title VI of the Civil Rights Act, as amended. The sub-recipient is required to take reasonable steps to ensure persons of limited English proficiency have meaningful access to language assistance services regarding the development of proposals and budgets and conducting FEMA funded activities.
- D. Sub-recipient agrees to comply with the applicable financial and administrative requirements set forth in the current edition of the Office of Grant Operations (OGO) Financial Management Guide located at <http://www.ojp.usdoj.gov/oc/>.
- E. Sub-recipient will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321). (Federal Assurance)
- F. Sub-recipient must comply (and must require contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 7 94); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations). (Federal Assurance)
- G. If the sub-recipient is a governmental entity, it must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and (Federal Assurance)

**TERMS AND CONDITIONS**

**COMPLIANCE - FEDERAL** (continued)

- H. If the sub-recipient is a governmental entity, it must comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance. (Federal Assurance)
- I. The sub-recipient will cooperate with any Federal, State or Council of Governments assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
- J. Sub-recipient agrees to comply with any additional requirements set by their Council of Governments (COG) in the project notes area on the SPARS website for each project, i.e. mutual aid agreements and UASI working group approvals, if applicable.
- K. Drug Free Workplace

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620. The sub-recipient certifies that it will or will continue to provide a drug-free workplace by:

- 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- 2. Establishing an on-going drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the grantee's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 3(K)(1);
- 4. Notifying the employee in the statement required by paragraph (3)(K)(1) that, as a condition of employment under the grant, the employee will abide by the terms of the statement; and Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- 5. Notifying the Governor's Division of Emergency Management/State Administrative Agency (GDEM/SAA), in writing, within 10 calendar days after receiving notice under subparagraph 3(K)(4), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to GDEM/SAA. Notice shall include the identification number(s) of each affected grant;
- 6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 3(K)(4), with respect to any employee who is so convicted
  - a. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1), 2), 3), 4), 5), and 6). (Federal Certification)

**4) COMPLIANCE - STATE**

To the extent it applies, jurisdiction shall comply with Texas Government Code, Chapter 783, 1 TAC 5.141 et seq., and the Uniform Grant Management Standards, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart B, \_\_\_\_\_.14.

**5) FAILURE TO COMPLY**

GDEM/SAA may suspend or terminate sub-award funding, in whole or in part, or other measures may be imposed for any of the following reasons: failing to comply with the requirements or statutory objectives of federal law, failing to make satisfactory progress toward the goals or objectives set forth in the sub-award application, failing to follow grant agreement requirements or special conditions, failing to submit required reports, or filing a false certification or other report or document. Satisfactory Progress is defined as accomplishing the following during the performance period of the grant: deciding what purchases will be made, ordering the equipment, ensuring the equipment is shipped and received, and training is accomplished with the equipment (or readied for deployment). All of the aforementioned task must be accomplished in a timely manner. **Special Conditions may be imposed on sub-recipient's use of grant funds until problems identified during grant monitoring visits conducted by GDEM audit and compliance personnel are resolved.**

***TERMS AND CONDITIONS***

**6) CONFLICT OF INTEREST**

The sub-recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

**7) LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the sub-recipient certifies that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the sub-recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

**8) DEBARMENT, SUSPENSION, & OTHER RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510. (Federal Certification)

The sub-recipient certifies that it and its principals and vendors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; sub-recipients can access debarment information by going to <http://www.epls.gov/>.
- B. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- D. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- E. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application. (Federal Certification)

**9) MONITORING**

- A. Sub-recipient will provide GDEM, State Auditor, or DHS personnel or their authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
- B. Sub-recipient agrees to monitor its program to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that the performance goals are achieved. In addition, Councils of Governments will perform periodic monitoring of grant recipients to ensure compliance.
- C. GDEM/SAA may perform periodic reviews of sub-recipient performance of eligible activities and approved projects. These reviews may include, without limitation: performance of on-site audit and compliance monitoring, including inspection of all grant-related records and items, comparing actual sub-recipient activities to those approved in the sub-award application and subsequent modifications if any, ensuring that advances have been disbursed in accordance with applicable guidelines, confirming compliance with grant assurances, verifying information provided in performance reports and reviewing payment requests, needs and threat assessments and strategies.

***TERMS AND CONDITIONS***

**10) REPORTING**

- A. A-133 Reporting Requirement – All sub-recipients must submit an audit report to the Federal Audit Clearinghouse if they expended more than \$500,000 in federal funds in one fiscal year. The federal Audit Clearinghouse submission requirements can be found at <http://harvester.census.gov/sac/>. A report must be submitted to GDEM/SAA each year this grant is active.
- B. Sub-recipient agrees to comply with all reporting requirements and shall provide such information as required to GDEM/SAA for reporting as noted in the 2007 Federal Grant Guidelines and/or in accordance with GDEM/SAA guidance.
- C. Sub-recipient must prepare and submit performance reports to GDEM/SAA for the duration of the grant performance period or until all grant activities are completed and the grant is formally closed. Sub-recipient may also be required to submit additional information and data requested by GDEM/SAA.

**11) USE OF FUNDS**

- A. Sub-recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OGT.
- B. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit for that fiscal year and must support the goals and objectives included in the State Homeland Security Strategic Plan and the Urban Area Homeland Security (UASI) Strategies.
- C. The sub-recipient official certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

**12) REIMBURSEMENT**

- A. Sub-recipient agrees to make no request for reimbursement prior to return of this agreement and signed by the authorized sub-recipient representative.
- B. Sub-recipient agrees to make no request for reimbursement for goods or services procured by sub-recipient prior to the performance period start date of this agreement.

**13) ADVANCE FUNDING**

- A. If a financial hardship exists, a sub-recipient may request an advance of grant funds for expenditures incurred under this program. Requests must be made in writing by the chief elected official and submitted to GDEM/SAA. This will be accomplished using the SPARS website by following the instructions for generating hardship letters. GDEM/SAA will determine whether an advance will be made.
- B. If a sub-recipient is approved for an advance, the funds must be deposited in a separate interest bearing account and are subject to the rules outlined in the Uniform Rule 28 CFR Part 66, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at [http://www.access.gpo.gov/nara/cfr/waisidx\\_04/28cfrv2\\_04.html](http://www.access.gpo.gov/nara/cfr/waisidx_04/28cfrv2_04.html) and the Uniform Rule 28 CFR Part 70, Uniform Administrative Requirements for Grants and Agreements (including sub-awards) with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations, at [http://www.access.gpo.gov/nara/cfr/waisidx\\_03/28cfr70\\_03.html](http://www.access.gpo.gov/nara/cfr/waisidx_03/28cfr70_03.html). Sub-recipients must report any interest earned to GDEM/SAA. Any interest earned in excess of \$100 must, on a quarterly basis, be remitted to:

United States Department of Health and Human Services  
Division of Payment Management Services  
P.O. Box 6021  
Rockville , MD 20852

**14) TRAINING, EXERCISE, & EQUIPMENT REQUIREMENTS**

- A. Sub-recipient agrees that, during the performance period of this grant, any and all changes to their sub-recipient agreement regarding planning, training, equipment, and exercises must be routed through the appropriate reviewing authority, either the local Council of Governments or Urban Area Security Initiative (UASI) Working Group.
- B. Sub-recipients must maintain an updated inventory of equipment purchased through this grant program in accordance with Uniform Grant Management Standards – III, State Uniform Administrative Requirements For Grants and Cooperative Agreements, Subpart C - Post-Award Requirements, Reports, Records, Retention, and Enforcement, .32 Equipment and the *Office of Grant Operations Financial Management Guide*.

***TERMS AND CONDITIONS***

**14) TRAINING, EXERCISE, & EQUIPMENT REQUIREMENTS (continued)**

- C. The sub-recipient agrees that any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security." Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

**15) URBAN AREAS SECURITY INITIATIVE (UASI) GRANTS**

- A. If the sub-recipient is a participant in a UASI program, during the performance period of this grant, sub-recipient agrees to adhere to the UASI strategy, goals, objectives, and implementation steps.
- B. Sub-recipient agrees that, during the performance period of this grant, all communications equipment purchases must be reviewed and approved by the Regional Interoperable Communications Committee and the UASI points of contact (voting members), if applicable.

**16) UASI NONPROFIT SECURITY GRANT PROGRAM (NSGP)**

- A. The recipient agrees that all allocations, use of funds, and other associated program and administrative requirements under this grant will be in accordance with the Fiscal Year (FY) 2007 UASI Nonprofit Security Grant Program (NSGP) Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2007 UASI NSGP Frequently Asked Questions (FAQs) Parts 1 and 2. All grant recipients are assumed to have read, understood, and accepted the FY 2007 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FAQs as binding.
- B. Grant and sub-grant recipients must meet a 75 percent Federal-25 percent grantee soft match requirement. Grantee and sub-grantee contributions must be from non-Federal sources. For all costs other than training, the grantee's match may be met through cash, training investments related to use of allowable equipment purchased with the grant, or training investments related to general purpose security and emergency preparedness for staff. In the case of training projects, awardees must meet the matching requirement through cash. In no event can regular personnel costs such as salary, overtime, or other operational costs unrelated to training be used to satisfy the matching requirement.
- C. Nongovernmental organization sub-grantees are required to meet certain National Incident Management System (NIMS) compliance requirements. All emergency preparedness, response, and/or security personnel in the nonprofit organization participating in the development, implementation, and/or operation of resources and/or activities awarded through this grant are compelled to complete training programs consistent with the NIMS National Standard Curriculum Development Guide. Minimum training includes IS-700 NIMS: An Introduction.
- D. Grant recipients are responsible for keeping a copy of the 501(c)(3) registration number or IRS Letter of Recognition of sub-grantees on file. Those grantees who submitted investment justifications, subsequently selected for award, by nonprofit organizations which do not hold or have not formally applied for a 501(c)(3) registration number, are responsible for maintaining an affidavit and/or other indicia certifying or verifying their 501(c)(3) compliance on file for review by DHS, in accordance with the FY 2007 UASI NSGP Q&A Part 2.
- E. FY 2007 UASI NSGP allowable equipment costs include only the two Authorized Equipment List (AEL) categories identified in the FY 2007 UASI HSGP Program Guidance and Application Kit. These categories are 1) Physical Security Enhancement Equipment, and 2) Inspection and Screening Systems. All allowable equipment costs must fall within these two categories. Interoperable communications equipment, aesthetic enhancement, including bushes, shrubs, or flowers, general-use vehicles, or related general-use equipment is prohibited under this grant program if it does not fall within one of the two previously identified AEL categories. Additionally, any costs associated with exercises are strictly prohibited. All other training and management and administrative (M&A) costs must be in accordance with the FY 2007 UASI NSGP Program Guidance and Application Kit, Information Bulletin Number 252, and the FY 2007 NSGP FAQs Parts 1 and 2.
- F. The recipient also agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

***TERMS AND CONDITIONS***

**17) National Incident Management System (NIMS) and the Incident Command System (ICS)**

Sub-recipients must have adopted and be implementing the National Incident Management System (NIMS) and the Incident Command System (ICS) at the local level. NIMS compliance for 2007 must be achieved by completing actions outlined in the NIMS Implementation Matrix. Beginning in FY 07 compliance will no longer be measured by self-certification, but will transition to performance-based questions and a measurement system of metrics.

- A. Adoption. The jurisdiction or organization must have formally adopted NIMS as its incident management system through ordinance, court order, or resolution. A copy of the adoption document should be provided to the Preparedness Section of the Division of Emergency Management.
- B. Implementation. The jurisdiction or organization must be implementing the principles and policies of NIMS/ICS, including these major requirements:
  - 1. Identifying specific NIMS training requirements for local emergency responder and emergency management positions; then obtaining or providing required training, and documenting it. For further information on NIMS training, see: [http://www.fema.gov/emergency/nims/nims\\_training.shtm](http://www.fema.gov/emergency/nims/nims_training.shtm)
  - 2. Updating jurisdiction or organization emergency plans and procedures to address the NIMS/ICS organizational structure, major functions, concepts, policies, and procedures.
  - 3. Utilizing NIMS/ICS for day-to-day all-hazard emergency response and during exercises.
  - 4. Participating in local, regional, or intrastate mutual aid programs.
  - 5. Maintaining an inventory of emergency response assets, and identifying key assets by resource typing standards developed by FEMA to facilitate multi-agency response. For resource typing information, see: <http://www.fema.gov/emergency/nims/rm/rt.shtm>
  - 6. Complete the NIMS baseline assessment and develop a local NIMS implementation plan.
  - 7. Participate in an all-hazard exercise program based on NIMS that involves responders from multiple disciplines and multiple jurisdictions.

For a more detailed description of these requirements, as well as other NIMS implementation requirements, see [http://www.fema.gov/pdf/emergency/nims/imp\\_mtrx\\_states.pdf](http://www.fema.gov/pdf/emergency/nims/imp_mtrx_states.pdf) FY 06 NIMS implementation requirements must be completed by September 30, 2007.

**18) OTHER REQUIREMENTS**

- A. During the performance period of this grant, sub-recipient must maintain an emergency management plan at the Basic Level of planning preparedness or higher, as prescribed by GDEM. This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If GDEM identifies deficiencies in the sub-recipient's plan, sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from GDEM.
- B. Projects identified in the State Preparedness Assessment and Reporting Service (SPARS)([www.texasdpa.com](http://www.texasdpa.com)) must identify and relate to the goals and objectives indicated by the applicable 14 approved project investments for the period of performance of the grant.
- C. During the performance period of this grant, sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.
- D. During the performance period, the sub-recipient must register as a user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing \$5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.
- E. Sub-recipients must submit Fiscal Year 2007 Indirect Cost Allocation Plan signed by Cognizant Agency. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.
- F. Council of Governments (COG) will follow guidelines listed in the FY 07 COG Statement of Work.
- G. Up to 15% of the program funds for SHSP, UASI and LETPP may be used to support the hiring of full or part-time personnel to conduct program activities that are allowable under the FY 2007 HSGP (i.e., planning, training program management, exercise program management, etc) The ceiling on personnel costs does not apply to contractors, and is in addition to eligible management and administrative (M&A) costs and eligible hiring of intelligence analysts. Sub-recipients may hire staff only for program management functions, not operational duties. Hiring planners, training program coordinators, exercise managers, and grant administrators fall within the scope of allowable program management functions.
- H. The State's 24 planning regions are voluntary associations of local governments organized pursuant to state law as regional planning commissions, councils of government, development councils, and area councils. It is recognized that one of the major functions of state planning regions as homeland security grant sub-recipients is to perform a wide variety of planning and some program administration for both their region and on behalf of the cities and counties within the region that may also be homeland security grant sub-recipients.



***TERMS AND CONDITIONS***

**19) CLOSING THE GRANT**

- A. The sub-recipient must have all equipment ordered by December 30, 2009. The last day for submission of invoices is February 28, 2010.
- B. GDEM/SAA will close a sub-award after receiving sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the sub-recipient is owed additional funds, GDEM/SAA will send the final payment automatically to the sub-recipient. If the sub-recipient did not use all the funds received, GDEM/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.
- C. GDEM/SAA will unilaterally close out grant if sub recipient does not reconcile account and sign closeout GAN by June 30, 2010.

**20) PUBLICATIONS**

- A. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or sub-recipient purchases ownership with Federal support. The Recipient agrees to consult with NPD regarding the allocation of any patent rights that arise from, or are purchased with, this funding.
- B. The sub-recipient agrees that all publications created with funding under this grant shall prominently contain the following statement: "This Document was prepared under a grant from the National Preparedness Directorate, United States Department of Homeland Security. Point of view or opinions expressed in the document are those of the authors and do not necessarily represent the official position or policies of U.S. Department of Homeland Security."

**21) RESTRICTIONS, DISCLAIMERS and NOTICES**

- A. Approval of this award does not indicate approval of any consultant rate in excess of \$450 per day. A detailed justification must be submitted to and approved by GDEM/SAA prior to obligation or expenditure of such funds.
- B. In cases where local funding is established by COGs, release of funds by GDEM is contingent upon regional funding allocation approval by the sub-recipient's COG governing board.
- C. Notwithstanding any other agreement provisions, the parties hereto understand and agree that GDEM's obligations under this agreement are contingent upon the receipt of adequate funds to meet GDEM's liabilities hereunder. GDEM shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.
- D. Notice. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to such other address as one party shall give notice of to the other from time to time hereunder. Mailed notices shall be deemed to be received on the third business day following the date of mailing. Notices sent by overnight courier shall be deemed received the following business day.

Williamson County  
Judge Dan Gattis, Sr.  
301 South East Inner Loop, Suite 109  
Georgetown, TX 78626

Jack Colley, Chief  
Division of Emergency Management  
Office of the Governor  
PO Box 4087  
Austin, TX 78773-0270

NACo Prescription Drug Program  
Commissioners Court - Regular Session

Date: 04/01/2008  
Submitted By: Grimes Kathy, Commissioner Pct. #2  
Submitted For: Cynthia Long  
Department: Commissioner Pct. #2  
Agenda Area: Regular Agenda Items

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Information

Agenda Item

Discuss and take appropriate action on participation in the NACo Prescription Drug Discount Program.

Background

Dr. Morgan and Bride Roberts have reviewed the possibility of the County participating in the NACo Prescription Drug Discount Program. Hal Hawes has reviewed the contract for the County Attorney's Office.

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Fiscal Impact

**From/To Acct No. Description Amount**

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Attachments

Link: [NACo Contract](#)

Link: [NACo Discount Card](#)

Link: [NACo Info Sheet](#)

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Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Hal Hawes	Hal Hawes	03/26/2008 09:07 AM	APRV
2		Jim Gilger	Jim Gilger	03/27/2008 09:36 AM	APRV
3		Budget	Wendy Coco	03/27/2008 10:18 AM	APRV
4		County Judge Exec Asst.	Wendy Coco	03/27/2008 10:18 AM	APRV

Form Started By: Grimes Kathy  
Started On: 03/24/2008 09:30 AM

Final Approval Date: 03/27/2008

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Dear County Officials:

The Prescription Drug Card Program contract is attached. **Please review the checklist on p. 1 of the contract document.** Incorrect checklists or contracts will result in a delayed implementation of the program.

***Please follow these directions carefully:***

1. Counties, Parishes, Boroughs **sign exhibit C of the contract** which attaches the county to the overall NACo contract. If your county requires a copy of the signature page bearing the NACo and Caremark signatures, this can be provided to you via .PDF on request.
2. Once signed, mail the Exhibit C page (***this is on page 15 of the contract with BLANK signature lines***) and the checklist to:  
Andrew Goldschmidt  
Director of Membership Marketing  
National Association of Counties  
25 Massachusetts Ave, NW 5<sup>th</sup> Floor  
Washington, DC 20001
3. Once the contract is received, our executive director will sign it and pass it on to Caremark for final signature. You may start your internal planning process to promote the program.
4. While the final signatures are being completed, please forward your logo or seal via e-mail to [elandsman@naco.org](mailto:elandsman@naco.org) or [agoldschmidt@naco.org](mailto:agoldschmidt@naco.org) (if you prefer, you may have the card simply read XYZ County or XYZ CountyRx) and specify the quantity of card brochures you would like to order by **filling out the checklist**. Caremark will draw up proofs for your approval. **Once they are approved by your county**, the materials will be completed and in your hands by the time the contract returns with the final signature.

**You may estimate 8-10 weeks from the date the contract is returned until you can distribute the cards to your county residents.** A key note, any non pre-approved press releases or other information to be distributed on the program must come to NACo and Caremark's attention for approval prior to use.

Please contact me or Andrew if you have any questions or need further information. NACo looks forward to working with you on this exciting program!

Sincerely,  
Emily Landsman

Membership Coordinator, II

P.S. - If you need to access the collateral materials on the program, you can access those by logging in to the NACo's members only portion of the web site at [www.naco.org](http://www.naco.org). Please contact me at (202) 942-4242 or [elandsman@naco.org](mailto:elandsman@naco.org) if you need assistance.

***The above message and enclosed attachments are confidential and should not be shared outside of the county officials considering the program without permission from NACo.***

***This checklist is not part of the NACo contract, however, please return it with your signed contract. Incomplete or incorrect checklists will delay implementation of the program***

# NACo Prescription Drug Program checklist

County Name/State: \_\_\_\_\_

Date contract returned to NACo: \_\_\_\_\_

1. Who is the ONE contact person in the county with whom we may communicate about this program?

Name and title

Address (w/ City, State, Zip)

Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail (We must have your e-mail address!)

2. What is your county's anticipated start-up date for the program? ***CURRENT START UP TIME IS 8-10 WEEKS FROM THE TIME THE CONTRACT IS RETURNED TO NACo.***  
Please plan your county's roll out of the program accordingly.

3. Please choose a design for the discount cards: (***YOU MUST CIRCLE ONE***)

a. "County Name" or "County NameRx"

b. Logo/seal on cards

***a. Be sure to e-mail a black and white logo/seal to [agoldschmidt@naco.org](mailto:agoldschmidt@naco.org) or [elandsman@naco.org](mailto:elandsman@naco.org) in a .jpg or .tiff format***

***b. Put "(COUNTY NAME) LOGO" in the subject line of your e-mail***

c. Other. You must contact NACo if you do not choose either a or b.

4. How many cards are you requesting? (We are advising 20% to 25% of your county's total population, on average. Some counties may need more.)

a. What is your county's population?

b. Do you need cards/posters in Spanish? How many?

5. Please provide a street address for delivery of cards. Cards will be sent via UPS Ground.  
**NO PO BOXES!**

6. What is your county's web address (if available)? \_\_\_\_\_

Will this program have its own page? (Please provide) \_\_\_\_\_

What number would county residents call to pick up a card? \_\_\_\_\_

\*\*\*\*\*Th

is section for NACo use only

\_\_\_\_\_ Copy of signed contract sent to Caremark?

\_\_\_\_\_ Signed contract back from Caremark?

\_\_\_\_\_ Proofs approved?

Notes:

**CAREMARKPCS HEALTH, L.P.**  
**MANAGED PHARMACY BENEFIT SERVICES AGREEMENT**  
**CONSUMER CARD PROGRAM**

THIS RESTATED AGREEMENT (the “**Agreement**”) is effective beginning March 1, 2006 (the “**Effective Date**”) among National Association of Counties (“**Customer**”), counties that are members of the National Association of Counties (“**Member County**”) and CaremarkPCS Health, L.P., formerly known as AdvancePCS Health, L.P. (“**Caremark**”), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer. This restated agreement will amend and replace all existing Member County Agreements. Customer agrees that it will require each Member County to execute an individual agreement with Caremark in the form attached hereto as Exhibit C (the “**Member County Agreement**”) prior to Caremark’s providing Services to such Member County. Caremark will not provide Services to Member County prior to the receipt of the Member County’s execution of the Member County Agreement.

**1. STATEMENT OF SERVICES / OBLIGATIONS.**

**1.2 Services.** Caremark will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the “**Services**”). Caremark may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

**1.3 Participating Pharmacies.** Caremark has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

**1.4 Pharmacy Help Desk and Voice Response Unit.** Caremark will provide Participating Pharmacies with help desk assistance and access to Caremark’s voice response unit during Caremark’s hours of operation.

**1.5 Claims Processing.**

**a. Submission of Claims.** Caremark will adjudicate Claims submitted by Participating Pharmacies to Caremark in accordance with the Participating Pharmacy’s agreement with Caremark and the Consumer Card Program.

**b. Collection at Point of Sale.** Customer and Member County acknowledge that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit B as applicable, plus a transaction fee from the Participant.

**1.5 Customer Service.** Caremark will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by Caremark. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

**1.6 Identification Cards.** Caremark will, at its own cost, produce identification cards for Participants, which contain Member County’s and Customer’s logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. Caremark will work with Member County on the distribution method for identification cards; provided, however if Member County requests that Caremark mail the identification cards to Members, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

**1.7 Clinical Services and Drug Utilization Review (“DUR”).**

**a. Clinical Services.** Caremark may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying Caremark, may opt-out of such programs.

**b. DUR Services.** Caremark will provide its automated concurrent DUR Services for Claims.

The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. Notwithstanding anything set forth in this Agreement, Caremark will have no obligation to acquire information concerning any Participant beyond the information that is included in Caremark's eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

**1.8 Formulary Services.** Caremark will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "Formulary Services"). Caremark may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

**a. Rebate Contracts.** Caremark contracts with certain Manufacturers for Rebate programs.

**b. Disclosure of Manufacturer Fees.** Caremark may receive fees or other compensation from Manufacturers, including, without limitation, administrative fees not exceeding three percent of the aggregate cost of the pharmaceutical products dispensed to participants, and fees for property provided or services rendered to a Manufacturer (which may include providing physicians clinical messages consistent with the Performance Drug List, as defined below). Caremark's specialty pharmacies may also receive fees from Manufacturers for products and services provided. In addition, Caremark's mail order and specialty pharmacies may negotiate on their own behalf directly with Manufacturers for discounts, including rebated discounts based on market share or other factors. The term Rebates as used in this Agreement does not include these fees and discounts which belong exclusively to Caremark or Caremark's mail order or specialty pharmacies, respectively.

**c. Participant Authorizations and Disclosures.** Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under this Agreement.

**d. Additional Participant Discounts.** Caremark may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, Caremark may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. Caremark will timely notify Member County and Customer of any revisions to this list of drugs.

**1.9 Management Reports.** Caremark will provide Member County and Customer with Caremark's standard management reports in connection with the Services, which reports may change from time to time at Caremark's discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by Caremark.

**1.10 Mail Service Program.** Caremark may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only Caremark mail order pharmacy services for its Participants covered under this Agreement, as further described below. Caremark shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

**a. Distribution of Information.** Caremark shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail service. Participants will have toll-free telephone access to a pharmacist and customer service representative.

Access to a pharmacist will be available 24 hours per day, seven days per week.

**b. Delivery and Dispensing.** Caremark shall dispense through its mail service pharmacy new or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. Caremark shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. Caremark shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond Caremark's control as set forth in Section 6.2. Caremark's mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that Caremark may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with Caremark.

**1.11 Preferred Drug Program.** Caremark and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by Caremark as a clinically appropriate and economically advantageous subset of the Caremark Formulary, as revised by Caremark from time to time.

**1.12 Specialty Pharmacy.** Caremark's specialty pharmacy service will be provided by a Caremark specialty pharmacy entity or its affiliate ("**Caremark SpecialtyRx**"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("**Specialty Medications**"). Caremark SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under this Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("**SpecialtyRx Services**"). Caremark SpecialtyRx may receive prescriptions from Participants through an affiliated Caremark mail facility or directly via the U.S. Mail or commercial carrier at the address specified by Caremark from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, Caremark SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. Caremark SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription. Caremark SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys. Caremark will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

**2. FEES AND PAYMENT. 2.1 Fees.** The parties agree that, in lieu of billing Member County a "per Claim" fee for Services, Caremark shall retain 100% of the Rebates as reasonable compensation for the Services. Customer and Member County understand and agree that neither they nor any Participant will share in the Rebate monies collected from Manufacturers by Caremark.

**2.2 Remedies.** In the event Member County or Customer incurs any fee, as identified in Exhibit B, it will pay Caremark such fees as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay Caremark by the due date any amount owing, Caremark, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark's obligations under Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark's obligations under or in connection with

this Agreement with respect to such Member County or Customer, including Caremark's obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due Caremark from such Member County or Customer.

**2.3 Pricing Changes.** After the Initial Term of this Agreement, as set forth in Section 7.1, Caremark may change the fees applicable to the Consumer Card Program. Caremark will give Customer sixty days' written notice of any change, and such change will take effect on the first day of the month following the sixty-day notice period. Customer may object to an increase in fees by providing written notice to Caremark at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

### **3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.**

**3.1 Marketing Materials.** The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer's Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.1. Caremark may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.1. Caremark will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. Caremark will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by Caremark to be unreasonable or excessive, Customer or Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County or Customer elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County and Customer will (i) obtain Caremark's approval on such forms, and (ii) pay a reasonable charge, as established by Caremark, for such materials if created or provided by Caremark.

**3.2 Support of Consumer Card Program.** Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

### **4. USE OF AND ACCESS TO INFORMATION.**

**4.1 Use of Participant Information.** Caremark, Customer and Member County may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Claims ("**Claims Information**")

as well as Eligibility Information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law. Any work, compilation, processes or inventions developed by Caremark, Customer, Member County or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement.

**4.2 Right to Audit Rebates.** Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer's Rebates once in each twelve-month period (following sixty (60) days written notice to **[RxClaim]** Caremark). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by Caremark. The parties agree that an independent third-party auditor agreeable to Customer and Caremark shall conduct such audit, and that such firm will sign a Caremark confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with Caremark (except the total aggregate amount due to Customer) will be treated as confidential to Caremark and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at Caremark's office where such records are located, during normal business hours, without undue



interference with business activities, and in accordance with reasonable audit procedures.

## **5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.**

**5.1 Confidential and Proprietary Information.** In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party (“**Confidential Information**”), the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by Caremark, Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County’s applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Caremark with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Caremark to object to such disclosure in accordance with Law. Attached hereto as Exhibit D is a copy of this Agreement which redacts certain pricing information. Notwithstanding the foregoing, the parties agree that as a matter of convenience, Exhibit D may be disclosed by County’s applicable Public Records Law without providing Caremark an opportunity to object. Member County agrees to provide Caremark with reasonable notice of its disclosure of Exhibit D.

**5.2 Non-Disclosure of Confidential Information.** The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of Caremark, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

**5.3 Exceptions and Permitted Disclosures.** The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information.

**5.4 Subpoena.** Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

**5.5 Return or Destruction of Information.** All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, Caremark will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this Agreement shall continue to apply to such information after the termination hereof.

**5.6 Proprietary to Caremark.** Member County and Customer acknowledge that the Formulary is proprietary to Caremark. Further, all Caremark databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in Caremark's Claims adjudication system and in all other databases developed by Caremark or its designees in connection with performing Services including identifiers assigned by Caremark, and the format of all reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of Caremark and are protected by copyright which shall be owned by Caremark.

**5.7 Tradenames; Trademarks; and Service Marks.** None of the parties hereto may use any tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

**5.8 Remedies.** Any unauthorized disclosure or use of Confidential Information would cause Caremark, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

## **6. LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.**

**6.1 Warranty.** This Agreement is not a contract for the sale of goods. Caremark will perform the Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.1, CAREMARK DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE CAREMARK SYSTEM. CAREMARK RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. CAREMARK HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. CAREMARK, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. CAREMARK DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

**6.2 Force Majeure.** Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.2 will not constitute a default or a ground for termination of this Agreement.

**6.3 Indemnity.** To the extent permitted by applicable Law applicable to Customer and each Member County, Customer and Member County shall indemnify and hold harmless Caremark and its officers, directors, employees, agents, successors, and assigns ("**Caremark Indemnitees**") for, from and against any damages, costs, or attorney's fees, actually incurred by Caremark a Caremark Indemnatee, as the result of a claim brought by any third party or a participant or beneficiary relating to the

Services, provided that the Caremark Indemnatee has acted in a manner that is consistent with this agreement and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent any applicable Law prohibits a Member County from providing such indemnification. Caremark shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively “**Customer Indemnitees**”) for, from and against any damages, costs, or attorney’s fees, actually incurred by any Customer Indemnatee, as the result of a third party claim that Caremark, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Customer Indemnatee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law.

**6.4 Compliance with Law.** Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any other Laws that may apply. Caremark has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act. Caremark will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise Caremark regarding its compliance with any applicable Law. Effective as of September 8, 2005, each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) (“Anti-Kickback Statute”), or the federal “Stark Law,” set forth at 42 U.S.C. § 1395nn (“Stark Law”), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of “Covered Persons” (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark’s Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark’s Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at <http://www.caremark.com/wps/portal/s.155/3370?cms=CMS-2-007764>.

**6.5 Change in Law.** The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

**6.6 Limitations.** In no event shall either party be liable to the other party, nor shall Caremark be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits. Caremark (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss. Caremark does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of Caremark, and Caremark shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

## **7. TERM AND TERMINATION OF AGREEMENT.**

**7.1 Term.** This Agreement is for an initial term of two years and four months from the Effective Date, through July 31, 2008 (the “**Initial Term**”), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

**7.2 Termination.** This Agreement may be terminated as follows:

**a.** By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 60 days prior to the end of such Initial Term or renewal term;

**b.** Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.5 of this Agreement;

**c.** By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

**d.** By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt;

**e.** By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder; or

**f.** By Caremark, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.1 of this Agreement, or (ii) Caremark determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

### **7.3 Effect of Termination and Survival.**

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

### **8. NOTICES.**

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt. Notices to Caremark must be addressed as follows:

Vice President, Client Contract Services  
Caremark Inc.

2211 Sanders Road, NBT9

Northbrook, IL 60062

Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services  
Caremark Inc.

2211 Sanders Road, NBT9

Northbrook, IL 60062

Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties

440 First Street, NW

Washington, DC 20001

Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing

Fax No.: (202) 393-2630

### **9. MISCELLANEOUS.**

**9.1 Entire Agreement; Interpretation; Amendment; Counterparts.** This Agreement (including exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written.

The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision. The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

**9.2 Binding Effect; Assignment.** This Agreement is binding on the parties and their respective successors and permitted assigns. None of the parties may assign this Agreement, in whole or in part, without the prior written consent of the others (which consent will not be unreasonably withheld); except that Caremark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Caremark.

**9.3 Independent Contractor; Third Parties.** The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

**9.4 Waivers.** Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

**9.5 Severability.** In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

**9.6 Enforcement Costs.** If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

**9.7 Authority.** Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

**9.8 Exclusivity.** Member County and Customer hereby grant Caremark during the term of this Agreement, and any renewals hereof, the exclusive right to provide a Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the Member County's discount consumer card program and shall not affect any other benefits or programs provided to Participants by Member County. Member County and Customer further agree that, during the term of this Agreement and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under this Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, Caremark may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and Caremark will not represent Customer's endorsement of any other programs or services which Caremark may offer to a Member County or Participant.

**9.9 Drug Classification and Pricing.** Caremark shall use the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Master Drug Pricing Source (with supplements), or any other nationally recognized pricing source as the source for purposes of pricing and classifying drugs (e.g., legend vs. over the counter, brand vs. generic) in connection with this Agreement.

**10. DEFINITIONS.** The following terms and phrases, when capitalized, have the meanings set forth below. **a. "AWP"** means the average wholesale price of the drug dispensed as set forth in the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Prescription Pricing Guide (with supplements) or any other similar nationally recognized reference selected by Caremark.

**b. "Change in Law"** means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after

the date Customer is implemented or the Effective Date, whichever is earlier.

**c. “Claim(s)”** mean those claims processed through the Caremark on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.

**d. “Covered Items”** mean the prescription drug benefits for which Participants are eligible pursuant to Member County’s drug benefit plan.

**e. “Law”** means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.

**f. “Manufacturer”** means a pharmaceutical company that has contracted with Caremark (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with Caremark’s Formulary Services.

**g. “Maximum Allowable Cost (MAC)”** means the then current maximum allowable cost for a prescription drug listed as a drug available from more than one Manufacturer in Caremark’s pharmaceutical MAC pricing formula, including but not limited to formulas utilizing the Medi-Span Master Drug Pricing Source or First Data Bank.

**h. “Participant”** means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.

**i. “Participating Pharmacy”** means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with Caremark. A list of Participating Pharmacies can be

accessed via Caremark’s Internet website, which is subject to change from time to time.

**j. “Rebate(s)”** means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer’s discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

**NATIONAL ASSOCIATION OF COUNTIES**

By:

Larry E. Naake

Title: Executive Director

Date:

**CAREMARKPCS HEALTH, L.P.**

**By: CaremarkPCS Health Systems, LLC,  
its General Partner**

Title:

Date:

*EXHIBIT A*

*ADDITIONAL SERVICES*

Caremark will provide the following services if selected by Customer or Member County for an additional fee as set forth in Exhibit B. The Services are subject to change as provided for in the Agreement. Capitalized terms not defined herein will have the meanings used in the Agreement.

**1. Customer-Specific Programming.** If Customer or Member County requests services or changes to Services that require customized programming or systems work, Caremark will attempt to estimate the time and cost for completion of such work. If Customer or Member County authorizes Caremark to perform such work, it will pay Caremark the cost of performing such work at the programming rate set forth in Exhibit B.



*EXHIBIT B*

*ADMINISTRATIVE FEES*

**National Association of Counties**

**Effective March 1, 2006**

As consideration for the Services selected by Member County in accordance with the Agreement, Member County will pay to Caremark the fees set forth below:

**Administrative Fees**

Per Processed Retail Claim \$0.00

Per Processed Mail Claim \$0.00

As consideration for the Consumer Card Program selected by Member County in accordance with this Agreement, Member County will pay to Caremark 100% of the Rebates collected from Manufacturers pursuant to this Agreement.

\*\*\*\*\*

**Consumer Card Program Retail Network Rates 1**

Brand: AWP-13% + \$3.50 transaction fee or Usual & Customary

Generic: AWP-13% + \$3.50 transaction fee, MAC + \$3.50 transaction fee or Usual & Customary

**Mail Service Rates1**

Brand: AWP-19% + \$1.00 dispensing fee

Generic: AWP-50% + \$1.00 dispensing fee

**Specialty Pharmacy Rates2**

AWP-13% + \$3.50 dispensing fee

**Other Fees**

Section 1.6 - Card Issuance No charge

Exhibit A(1) - Customer Specific Programming \$150.00/Hour

**Note: Charges or Services not identified above will be quoted upon request.**

1. All claims may be aggregated for purposes of this rate. Actual rates may vary by Participating Pharmacy. Certain retail and mail Claims may be excluded from these rates, including but not limited to (i) Select Generics, which are generic drugs that enter the market with supply limitations or competitive restrictions that limit marketplace competition and (ii) Claims for select injectable drugs and select oral drugs that are bio-technological in nature, compound drugs and those requiring special handling.

2. This rate will apply to Claims for certain drugs filled by Caremark SpecialtyRx, including but not limited to Claims for select injectable drugs and select oral drugs that are bio-technological in nature, compound drugs and those requiring special handling. All Claims may be aggregated for purposes of this rate. Rates for such drugs may vary if filled by a pharmacy other than Caremark SpecialtyRx. Certain drugs will be priced separately from, and not be subject to the contracted rate for prescription Claims due to, among other things, specialized manufacturer processes, limited availability or extraordinary shipping requirements.

**Finance Charges.** Invoices are assessed finance charges on the amounts not paid within the terms set forth on the invoice. The finance charge shall be in an amount equal to one and one-half percent per month, unless such rate exceeds the maximum rate allowable by applicable Law, in which case such amounts shall bear interest at the maximum legally allowable rate.

**Contingency.** All prices are contingent upon Member County's full adoption of Caremark's Performance Drug List and formulary management and intervention programs.

*EXHIBIT B*  
*ADMINISTRATIVE FEES*

**Handling Costs.** Customer or Member County is in all events responsible for any postage costs or other mailing and handling-related costs incurred by Caremark in connection with the provision of Services or additional services, except as to costs associated with standard Consumer Card Program materials that are shipped by bulk mail to Customer or Member County.

**Taxes.** It is the understanding of the parties that Participating Pharmacies shall collect from Participants all applicable taxes for Covered Items, and that Caremark is not liable for the payment of applicable taxes. Any other taxes associated with the operation of Member County's Consumer Card Program are the responsibility of Member County.

**EXHIBIT C**

**CAREMARKPCS HEALTH, L.P.  
NATIONAL ASSOCIATION OF COUNTIES  
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT  
FOR MEMBER COUNTY**

This Managed Pharmacy Benefit Services Agreement for Member County effective \_\_\_\_\_ is entered into by and between CaremarkPCS Health, L.P. (“**Caremark**”) and (“**Member County**”). Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of March 1, 2006 (the “**Agreement**”) among National Association of Counties (“**Customer**”), Member County, and Caremark under which Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties. MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the Agreement, except with respect to the Initial Term, and Member County hereby agrees to be bound by any such amendment. Customer shall give Member County reasonable notice prior to the effective date of any such amendment. If such amendment is adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer, terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) (“Anti-Kickback Statute”), or the federal “Stark Law,” set forth at 42 U.S.C. § 1395nn (“Stark Law”), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of “CoveredPersons” (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark’s Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark’s Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at [http://www.caremark.com/wps/portal/\\_s.155/3370?cms=CMS-2-007764](http://www.caremark.com/wps/portal/_s.155/3370?cms=CMS-2-007764).

Customer and Caremark, by their signatures hereto, accept and agree to Member County’s participation with the Agreement under the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County, Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

**NATIONAL ASSOCIATION OF COUNTIES**

By:

Title:

Date:

**MEMBER COUNTY:**

\_\_\_\_\_  
[County Name]

By:

Title:

Date:

**CAREMARKPCS HEALTH, L.P.**

**By: CaremarkPCS Health Systems, LLC, its  
General Partner**

By:

Title:

Date:

*EXHIBIT D*

*REDACTED CONTRACT*

**CAREMARKPCS HEALTH, L.P.**

**MANAGED PHARMACY BENEFIT SERVICES AGREEMENT**

**CONSUMER CARD PROGRAM**

THIS RESTATED AGREEMENT (the “**Agreement**”) is effective beginning March 1, 2006 (the “**Effective Date**”) among National Association of Counties (“**Customer**”), counties that are members of the National Association of Counties (“**Member County**”) and CaremarkPCS Health, L.P., formerly known as AdvancePCS Health, L.P. (“**Caremark**”), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer. This restated agreement will amend and replace all existing Member County Agreements. Customer agrees that it will require each Member County to execute an individual agreement with Caremark in the form attached hereto as Exhibit C (the “**Member County Agreement**”) prior to Caremark’s providing Services to such Member County. Caremark will not provide Services to Member County prior to the receipt of the Member County’s execution of the Member County Agreement.

**1. STATEMENT OF SERVICES / OBLIGATIONS.**

**1.1 Services.** Caremark will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the “**Services**”). Caremark may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

**1.2 Participating Pharmacies.** Caremark has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

**1.3 Pharmacy Help Desk and Voice Response Unit.** Caremark will provide Participating Pharmacies with help desk assistance and access to Caremark’s voice response unit during Caremark’s hours of operation.

**1.4 Claims Processing.**

**a. Submission of Claims.** Caremark will adjudicate Claims submitted by Participating Pharmacies to Caremark in accordance with the Participating Pharmacy’s agreement with Caremark and the Consumer Card Program.

**b. Collection at Point of Sale.** Customer and Member County acknowledge that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit B as applicable, plus a transaction fee from the Participant.

**1.5 Customer Service.** Caremark will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by Caremark. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

**1.6 Identification Cards.** Caremark will, at its own cost, produce identification cards for Participants, which contain Member County’s and Customer’s logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. Caremark will work with Member County on the distribution method for identification cards; provided, however if Member County requests that Caremark mail the identification cards to Members, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

**1.7 Clinical Services and Drug Utilization Review (“DUR”).**

**a. Clinical Services.** Caremark may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective

## *EXHIBIT D*

### *REDACTED CONTRACT*

medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying Caremark, may opt-out of such programs.

**b. DUR Services.** Caremark will provide its automated concurrent DUR Services for Claims.

The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. Notwithstanding anything set forth in this Agreement, Caremark will have no obligation to acquire information concerning any Participant beyond the information that is included in Caremark's eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

**1.8 Formulary Services.** Caremark will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "Formulary Services"). Caremark may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

**a. Rebate Contracts.** Caremark contracts with certain Manufacturers for Rebate programs.

**b. [REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]**

**c. Participant Authorizations and Disclosures.** Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under this Agreement.

**d. Additional Participant Discounts.** Caremark may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, Caremark may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. Caremark will timely notify Member County and Customer of any revisions to this list of drugs.

**1.9 Management Reports.** Caremark will provide Member County and Customer with Caremark's standard management reports in connection with the Services, which reports may change from time to time at Caremark's discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by Caremark.

**1.10 Mail Service Program.** Caremark may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only Caremark mail order pharmacy services for its Participants covered under this Agreement, as further described below.

Caremark shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

**a. Distribution of Information.** Caremark shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail

service. Participants will have toll-free telephone access to a pharmacist and customer service representative.

Access to a pharmacist will be available 24 hours per day, seven days per week.

**b. Delivery and Dispensing.** Caremark shall dispense through its mail service pharmacy new

## *EXHIBIT D*

### *REDACTED CONTRACT*

or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. Caremark shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. Caremark shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond Caremark's control as set forth in Section 6.2.

Caremark's mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that Caremark may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with Caremark.

**1.11 Preferred Drug Program.** Caremark and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by Caremark as a clinically appropriate and economically advantageous subset of the Caremark Formulary, as revised by Caremark from time to time.

**1.12 Specialty Pharmacy.** Caremark's specialty pharmacy service will be provided by a Caremark specialty pharmacy entity or its affiliate ("**Caremark SpecialtyRx**"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("**Specialty Medications**").

Caremark SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under this Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("**SpecialtyRx Services**").

Caremark SpecialtyRx may receive prescriptions from Participants through an affiliated Caremark mail facility or directly via the U.S. Mail or commercial carrier at the address specified by Caremark from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, Caremark SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. Caremark SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription.

Caremark SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys.

Caremark will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

## **2. FEES AND PAYMENT.**

### **2.1 [REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]**

**2.2 Remedies.** In the event Member County or Customer incurs any fee, as identified in Exhibit B, it will pay Caremark such fees as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay Caremark by the due date any amount owing, Caremark, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark's obligations under

#### **EXHIBIT D REDACTED CONTRACT**

or in connection with this Agreement with respect to such Member County or Customer, including Caremark's obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due Caremark from such Member County or Customer.

**2.3 Pricing Changes.** After the Initial Term of this Agreement, as set forth in Section 7.1, Caremark may change the fees applicable to the Consumer Card Program. Caremark will give Customer sixty days' written notice of any change, and such change will take effect on the first day of the month following the sixty-day notice period. Customer may object to an increase in fees by providing written notice to Caremark at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

### **3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.**

**3.1 Marketing Materials.** The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer's Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.1. Caremark may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.1.

Caremark will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. Caremark will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by Caremark to be unreasonable or excessive, Customer or Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County or Customer elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County and Customer will (i) obtain Caremark's approval on such forms, and (ii) pay a reasonable charge, as established by Caremark, for such materials if created or provided by Caremark.

**3.2 Support of Consumer Card Program.** Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

### **4. USE OF AND ACCESS TO INFORMATION.**

**4.1 Use of Participant Information.** Caremark, Customer and Member County may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Claims ("**Claims Information**") as well as Eligibility Information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law. Any work, compilation, processes or inventions developed by Caremark, Customer, Member County or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement.

**4.2 Right to Audit Rebates.** Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer's Rebates once in each twelve-month period (following sixty (60) days written notice to Caremark). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by Caremark. The parties agree that an independent third-party auditor agreeable to Customer and Caremark shall conduct such audit, and that such firm will sign a Caremark confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with Caremark (except the total aggregate amount due to Customer) will be treated as confidential to Caremark and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at Caremark's office where such records are located, during normal business hours, without undue interference with business activities, and in accordance with reasonable audit procedures.

## 5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

**5.1 Confidential and Proprietary Information.** In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party (“**Confidential Information**”), the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by Caremark, Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County’s applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Caremark with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Caremark to object to such disclosure in accordance with Law. Attached hereto as Exhibit D is a copy of this Agreement which redacts certain pricing information. Notwithstanding the foregoing, the parties agree that as a matter of convenience, Exhibit D may be disclosed by Member County as required by Member County’s applicable Public Records Law without providing Caremark an opportunity to object. Member County agrees to provide Caremark with notice of its disclosure of Exhibit D.

**5.2 Non-Disclosure of Confidential Information.** The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of Caremark, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

**5.3 Exceptions and Permitted Disclosures.** The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information. **5.4 Subpoena.** Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

**5.5 Return or Destruction of Information.** All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, Caremark will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this Agreement shall continue to apply to such information after the termination hereof.

**5.6 Proprietary to Caremark.** Member County and Customer acknowledge that the Formulary is proprietary to Caremark. Further, all Caremark databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in Caremark’s Claims adjudication system and in all other databases developed by Caremark or its designees in connection with performing Services including identifiers assigned by Caremark, and the format of all reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of Caremark and are protected by copyright which shall be owned by Caremark.



## *EXHIBIT D*

### *REDACTED CONTRACT*

**5.7 Tradenames; Trademarks; and Service Marks.** None of the parties hereto may use any tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

**5.8 Remedies.** Any unauthorized disclosure or use of Confidential Information would cause Caremark, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

### **6. LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.**

**6.1 Warranty.** This Agreement is not a contract for the sale of goods. Caremark will perform the Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.1, CAREMARK DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE CAREMARK SYSTEM. CAREMARK RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. CAREMARK HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. CAREMARK, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. CAREMARK DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

**6.2 Force Majeure.** Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.2 will not constitute a default or a ground for termination of this Agreement.

**6.3 Indemnity.** To the extent permitted by applicable Law applicable to Customer and each Member County, Customer and Member County shall indemnify and hold harmless Caremark and its officers, directors, employees, agents, successors, and assigns ("Caremark Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by Caremark a Caremark Indemnatee, as the result of a claim brought by any third party or a participant or beneficiary relating to the Services, provided that the Caremark Indemnatee has acted in a manner that is consistent with this Agreement and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent any applicable Law prohibits a Member County from providing such indemnification. Caremark shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively "Customer Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by any Customer Indemnatee, as the result of a third party claim that Caremark, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in

## EXHIBIT D REDACTED CONTRACT

violation of applicable standards of care, provided that the Customer Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law. 6.4 Compliance with Law. Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any other Laws that may apply. Caremark has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act. Caremark will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise Caremark regarding its compliance with any applicable Law. Effective as of September 8, 2005, each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) (“Anti-Kickback Statute”), or the federal “Stark Law,” set forth at 42 U.S.C. § 1395nn (“Stark Law”), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of “Covered Persons” (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark’s Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law.

In addition, Caremark’s Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at [http://www.caremark.com/wps/portal/\\_s.155/3370?cms=CMS-2-007764](http://www.caremark.com/wps/portal/_s.155/3370?cms=CMS-2-007764).

**6.5 Change in Law.** The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

**6.6 Limitations.** In no event shall either party be liable to the other party, nor shall Caremark be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits. Caremark (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss. Caremark does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of Caremark, and Caremark shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

## 7. TERM AND TERMINATION OF AGREEMENT.

**7.1 Term.** This Agreement is for an initial term of two years and four months from the Effective Date, through July 31, 2008 (the “Initial Term”), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

**7.2 Termination.** This Agreement may be terminated as follows:

- a. By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 60 days prior to the end of such Initial Term or renewal term;
- b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.5 of this Agreement;
- c. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

## **EXHIBIT D**

### **REDACTED CONTRACT**

**d.** By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt;

**e.** By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder; or

**f.** By Caremark, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.1 of this Agreement, or (ii) Caremark determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

### **7.3 Effect of Termination and Survival.**

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

### **8. NOTICES.**

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

Notices to Caremark must be addressed as follows:

Vice President, Client Contract Services

Caremark Inc.

2211 Sanders Road, NBT9

Northbrook, IL 60062

Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services

Caremark Inc.

2211 Sanders Road, NBT9

Northbrook, IL 60062

Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties

440 First Street, NW

Washington, DC 20001

Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing

Fax No.: (202) 393-2630

### **9. MISCELLANEOUS.**

**9.1 Entire Agreement; Interpretation; Amendment; Counterparts.** This Agreement (including exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written. The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision.

## *EXHIBIT D*

### *REDACTED CONTRACT*

The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

**9.2 Binding Effect; Assignment.** This Agreement is binding on the parties and their respective successors and written consent of the others (which consent will not be unreasonably withheld); except that Caremark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Caremark.

**9.3 Independent Contractor; Third Parties.** The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

**9.4 Waivers.** Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

**9.5 Severability.** In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

**9.6 Enforcement Costs.** If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

**9.7 Authority.** Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

**9.8 Exclusivity.** Member County and Customer hereby grant Caremark during the term of this Agreement, and any renewals hereof, the exclusive right to provide a Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the Member County's discount consumer card program and shall not affect any other benefits or programs provided to Participants by Member County. Member County and Customer further agree that, during the term of this Agreement and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, Caremark may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and Caremark will not represent Customer's endorsement of any other programs or services which Caremark may offer to a Member County or Participant.

**9.9 Drug Classification and Pricing.** Caremark shall use the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Master Drug Pricing Source (with supplements), or any other nationally recognized pricing source as the source for purposes of pricing and classifying drugs (e.g., legend vs. over the counter, brand vs. generic) in connection with this Agreement.

**10. DEFINITIONS.** The following terms and phrases, when capitalized, have the meanings set forth below.

*EXHIBIT D*

*REDACTED CONTRACT*

- a. “AWP”** means the average wholesale price of the drug dispensed as set forth in the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Prescription Pricing Guide (with supplements) or any other similar nationally recognized reference selected by Caremark.
- b. “Change in Law”** means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the date Customer is implemented or the Effective Date, whichever is earlier.
- c. “Claim(s)”** mean those claims processed through the Caremark on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.
- d. “Covered Items”** mean the prescription drug benefits for which Participants are eligible pursuant to Member County’s drug benefit plan.
- e. “Law”** means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.
- f. “Manufacturer”** means a pharmaceutical company that has contracted with Caremark (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with Caremark’s Formulary Services.
- g. “Maximum Allowable Cost (MAC)”** means the then current maximum allowable cost for a prescription drug listed as a drug available from more than one Manufacturer in Caremark’s pharmaceutical MAC pricing formula, including but not limited to formulas utilizing the Medi-Span Master Drug Pricing Source or First Data Bank.
- h. “Participant”** means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.
- i. “Participating Pharmacy”** means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with Caremark. A list of Participating Pharmacies can be accessed via Caremark’s Internet website, which is subject to change from time to time.
- j. “Rebate(s)”** means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer’s discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

*EXHIBIT D*  
*REDACTED CONTRACT*

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective duly authorized

officers or agents as of the date first above written.

**NATIONAL ASSOCIATION OF COUNTIES**

By: - Signature on File -

Larry E. Naake

Title: Executive Director

Date:

**CAREMARKPCS HEALTH, L.P.**

**By: CaremarkPCS Health Systems, LLC,**

**its General Partner**

- Signature on File -

Title:

Date:

*EXHIBIT D*

*REDACTED CONTRACT*

*EXHIBIT A*

*ADDITIONAL SERVICES*

Caremark will provide the following services if selected by Customer or Member County for an additional fee as set forth in Exhibit B. The Services are subject to change as provided for in the Agreement. Capitalized terms not defined herein will have the meanings used in the Agreement.

**1. Customer-Specific Programming.** If Customer or Member County requests services or changes to Services that require customized programming or systems work, Caremark will attempt to estimate the time and cost for completion of such work. If Customer or Member County authorizes Caremark to perform such work, it will pay Caremark the cost of performing such work at the programming rate set forth in Exhibit B.

*EXHIBIT D*  
*REDACTED CONTRACT*  
*EXHIBIT B*  
*FEES*

**[REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF  
CAREMARK.]**



EXHIBIT D

REDACTED CONTRACT

EXHIBIT C

**CAREMARKPCS HEALTH, L.P.**

**NATIONAL ASSOCIATION OF COUNTIES**

**MANAGED PHARMACY BENEFIT SERVICES AGREEMENT  
FOR MEMBER COUNTY**

This Managed Pharmacy Benefit Services Agreement for Member County effective is entered into by and between CaremarkPCS Health, L.P. (“**Caremark**”) and (“**Member County**”). Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of March 1, 2006(the “**Agreement**”) among National Association of Counties (“**Customer**”), Member County, and Caremark under which Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties.

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the Agreement, except with respect to the Initial Term, and Member County hereby agrees to be bound by any such amendment. Customer shall give Member County reasonable notice prior to the effective date of any such amendment. If such amendment is adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer, terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) (“Anti-Kickback Statute”), or the federal “Stark Law,” set forth at 42 U.S.C. § 1395nn (“Stark Law”), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of “Covered Persons” (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark’s Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark’s Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at [http://www.caremark.com/wps/portal/\\_s.155/3370?cms=CMS-2-007764](http://www.caremark.com/wps/portal/_s.155/3370?cms=CMS-2-007764).

Customer and Caremark, by their signatures hereto, accept and agree to Member County’s participation with the Agreement under the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County, Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and voluntarily accepted and further agrees to be bound thereby.

**NATIONAL ASSOCIATION OF COUNTIES**

By: Signature on File

Title:

Date:

**MEMBER COUNTY:**

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[County Name]

By: Signature on File

Title:

Date:

**CAREMARKPCS HEALTH, L.P.**

**By: CaremarkPCS Health Systems, LLC, its**

**General Partner**

By: Signature on File

Title:

Date:



## WILLIAMSON COUNTY & CITIES HEALTH DISTRICT MEMORANDUM

**Date:** March 14, 2008

**To:** Judge Dan Gattis, Sr., Comm. Lisa Birkman, Comm. Ron Morrison, Comm. Valerie Covey, Comm. Cynthia Long, County Auditor David Flores

**From:** James K. Morgan, MD, Executive Director WCCHD, and Bride Roberts, WCCHD Community Health Education & Social Services Division Assistant Director

**Subject:** National Association of Counties' (NACo) Prescription Drug Discount Card Program

**Recommended Action:** Consider formal participation in the NACo Prescription Drug Discount Card Program to make it available to Williamson County residents.

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**Issue:**

Williamson County is not currently participating in a prescription drug discount card program made available through NACo. This program provides an average discount of 20% on prescription drugs that are not covered by insurance or other prescription drug programs and can be made available to any county resident, without regard to age, income or insurance status. Detailed information about this program, already in use in 64 Texas counties, may be found at [www.naco.org](http://www.naco.org). There is no cost to participating counties- the contracted pharmacy benefits manager recoups costs through manufacturer rebate programs.

**Proposal:**

- Williamson County to become a participating member county of the NACo Prescription Drug Discount Card Program- a "value added" service to be provided by Williamson County and made available to any Williamson County resident.
- WCCHD to assist Williamson County in the receipt, storage and distribution of prescription drug discount cards to any county resident who would like to take advantage of this program. WCCHD, at the will of the County Judge and Commissioners, would act as the county's agent to administer the program. Distribution points could include WCCHD service sites and any number of other appropriate county offices.

**A primary goal: Assisting a greater number of Williamson County residents who are unable to afford needed prescription drugs thereby preventing unnecessary morbidity and costs**

WCCHD envisions providing prescription drug discount cards to county residents as a strategy to assist more un/underinsured people and conserve funding in other county funded insurance and medical assistance programs that are currently utilized to cover drug and medical care costs for county residents. WCCHD would distribute prescription discount cards together with:

- Information sheets regarding low cost generic medications available through pharmacies such as Walmart, Target and HEB.
- Information regarding how qualifying persons may apply to manufacturers' Patient Assistance Programs (PAP's) for donated medications.

WCCHD would continue to assist residents enrolled in the County Indigent Health Care Program, or WilCo Care Card Program in accessing all available prescription discount/assistance programs to supplement the current coverage limit of three prescription drugs per month.

**From the National Association of Counties website:**

FOR IMMEDIATE RELEASE  
February 2008

Consumers save more than \$60 million nationwide  
with NACo's Prescription Drug Discount Card Program

***Counties helping residents save 22% on prescription purchases***

**WASHINGTON, D.C.** – The National Association of Counties' (NACo) [Prescription Drug Discount Card Program](#), available to millions of Americans of any age, income level or health condition, has saved consumers more than \$60 million on their prescription drug purchases at their local pharmacy.

In May 2005, the NACo Board of Directors made the program available to all member counties after a highly successful launch in 2004 as a 17-county pilot program in partnership with CVS/Caremark, Inc. of Nashville, Tenn.

Since the program began, \$60.6 million has been saved by consumers on more than 5.5 million prescriptions filled using the NACo discount card. The average savings is about 22 percent per prescription. The actual savings per purchase ranges from 13 to 34 percent, depending on the drug.

More than 920 counties are participating nationwide, with hundreds of other counties considering it.

The NACo prescription drug discount cards are free to obtain and easy to use. There are no age, health or income restrictions on who can use the cards and there are no registration forms to fill out. The program offers uninsured or underinsured consumers with immediate, at-the-register discounts on their prescription drug purchases through a nationwide network of 57,000 participating pharmacists. The card can be used by senior citizens and by counties for jail inmates. (See Q & A document below for more information)

"NACo's Prescription Drug Discount Card Program has easily surpassed our expectations," said NACo President Eric Coleman, commissioner, Oakland County, Mich. "People are saving an average of 22 percent on their prescriptions hassle-free thanks to their local county board or legislature. It's almost too good to be true."

According to NACo Executive Director Larry E. Naake, county leaders asked what the national association could do to really help their residents deal with the high cost of prescription drugs.

"We came to the conclusion that helping people save money on their prescriptions was a real benefit we could offer," Naake said. "After a committee of county officials reviewed proposals from several companies, NACo entered into a partnership with Caremark to administer the program. It's been a tremendous success."

There is no cost to the county, county taxpayers, or consumers to participate in the program. CVS/Caremark negotiates the discounts directly with the pharmacies. Neither NACo nor the participating counties receive any revenue from the program.

The NACo card cannot be used in conjunction with other prescription drug insurance on any one purchase. However, consumers with insurance are allowed to use the card to purchase prescriptions that are not covered by their insurance.

For more information about the program, visit [www.naco.org](http://www.naco.org).

###

*The National Association of Counties (NACo) is the only national organization that represents county governments in the United States. Founded in 1935, NACo provides essential services to the nation's 3,066 counties. NACo advances issues with a unified voice before the federal government, improves the public's understanding of county government, assists counties in finding and sharing innovative solutions through*

*education and research, and provides value-added services to save counties and taxpayers money. For more information about NACo, visit [www.naco.org](http://www.naco.org)*

**What is the NACo Prescription Discount Program?**

NACo, in partnership with CVS/Caremark Rx, Inc. of Nashville, Tenn., have created the NACo Prescription Discount Card Program to help consumers residing in NACo member counties save money on their prescription drug purchases at participating pharmacies. Specifically, the free cards provide at-the-register savings for consumers who have no prescription drug insurance or need certain medications that are not covered by their insurance. NACo provides the cards as a benefit to its member counties.

**How much will consumers save?**

The average savings is about 22 percent. Savings may range from 13 to 34 percent depending on the medication. Consumers may save up to 50 percent on mail order purchases.

**What are the costs associated with the program?**

There is no cost to the county, county taxpayers, or consumers to participate. Caremark negotiates the discounts directly with participating pharmacies. Neither NACo nor the participating counties receive any revenue from the program.

**How easy is it to participate?**

There are no enrollment fees, no forms to fill out, no age or income requirements, and no medical condition restrictions for consumers to use the NACo card. In addition, the entire family is covered with just one card and virtually all commonly prescribed medicine is covered.

**Who is eligible to obtain and use the card?**

The NACo prescription discount cards are provided free to residents living in participating NACo member counties across the country. A national network of more than 57,000 retail pharmacies will honor the card.

**Can consumers use their card in conjunction with their insurance to get a bigger discount?**

No. The NACo card cannot be used in conjunction with other prescription drug insurance on any one purchase. However, consumers with insurance are allowed to use the card to purchase prescriptions that are not covered by their insurance.

**Will consumers always receive the lowest retail price?**

Yes. On occasion, pharmacies will price a particular medication lower than the discount rate available with the NACo card. If that occurs, consumers will receive the lower price. Either way, consumers will always receive the best price available.

**Does the county have to track who has the cards or monitor card use?**

No. Counties need only to make the cards available to residents.

*For more information about NACo and the program, visit:*

*[www.naco.org](http://www.naco.org)*

**National Association of Counties • 25 Massachusetts Ave. NW • Washington DC 20001-2080 • 202-393-6226**

ILA for Installation of Water Tower Communication Devices  
Commissioners Court - Regular Session

Date: 04/01/2008  
Submitted By: Terri Countess, Commissioner Pct. #3  
Department: Commissioner Pct. #3  
Agenda Area: Regular Agenda Items

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Information

Agenda Item

Discuss and take action on ILA with the City of Florence for installation of Water Tower Communications Devices.

Background

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Fiscal Impact

From	To	Acct No.	Description	Amount
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Attachments

Link: [ILACommDevices](#)

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Form Routing/Status

Form Started By: Terri Countess      Started On: 03/27/2008 09:34 AM

Final Approval Date: 03/27/2008

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**INTERLOCAL AGREEMENT  
FOR THE  
INSTALLATION OF COMMUNICATION DEVICES**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is made and entered into by and between the CITY OF FLORENCE, TEXAS (“City”) and WILLIAMSON COUNTY, TEXAS (“County”), both being political subdivisions of the State of Texas.

**WITNESSETH:**

**WHEREAS**, V.T.C.A., Government Code, Chapter 791, the Texas Interlocal Cooperation Act, provides that any one or more public agencies may contract with each other for the performance of governmental functions or services for the promotion and protection of the health and welfare of the inhabitants of this State and the mutual benefit of the parties; and

**WHEREAS**, the County desires to utilize an elevated water storage tank located in Florence, Texas (the “Water Tower”) for the purpose of attaching and installing thereto, and operating and maintaining antennas and other related equipment for wireless communications (collectively referred to herein as “Communication Devices”); and

**WHEREAS**, both the County and the City will benefit from the use of the Communication Devices since the implementation of such devices will support public safety communications between such entities in and around the City;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the undersigned parties agree as follows:

**I. FINDINGS**

**A. Recitals.** The recitals set forth above are incorporated herein for all purposes and are found by the parties to be true and correct. It is further found and determined that the City and the County have authorized and approved this Agreement by resolution or order adopted by their respective bodies, and that this agreement will be in full force and effect when approved by each party.

**B. Attachment.** The City does hereby agree to allow the County to attach the Communication Devices to the Water Tower. The County is responsible for installation and maintenance of the Communication Devices. All installation, including the method of attachment and maintenance, shall be performed at the sole discretion of the County.

**C. Access.** The City agrees to provide County with unrestricted access to the Water Tower site for the purpose of said installation and maintenance.

**D. Ownership of Communication Devices.** The City hereby acknowledges and agrees that the Communication Devices shall, at all times, remain the property of the County and that the City shall not ever have any claim of any kind to such property.

**E. Cost of Utilities.** The City shall be fully responsible for the costs of utilities that are necessary for the successful operation of the Communication Devices. Such utility costs shall include the installation of utilities to the Water Tower site, as well as the monthly utility costs associated with the operation of the Communication Devices.

**F. Exclusivity.** The City agrees to not allow any other communications equipment to be installed on the Water Tower without the prior express written consent of the County.

## **II. Term of Agreement; Termination and Consideration**

**A. Term of Agreement.** The term of this Agreement shall commence on the date of the last party's execution hereof and shall continue thereafter for a period of one (1) year. Following the initial first year term, this Agreement shall automatically renew each year for successive terms of one (1) year, unless otherwise terminated as set forth herein.

**B. Termination for Convenience.** Either party may terminate this Agreement for convenience and without cause or further liability upon sixty (60) business day's written notice to the other party. No penalty will be assessed for either party's termination of this Agreement for convenience.

**C. Termination for Cause.** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

**D. Consideration.** The parties acknowledge that the Communication Devices shall equally benefit both the County and the City and due to such equal benefit, the City hereby agrees to not charge any fees for the County's attachment of the Communication Devices to the City's Water Tower.



### III. General and Miscellaneous

**A. Prior Written Agreements.** This Agreement is without regard to any and all prior written contracts or agreements between the City and the County regarding any other subject or matter, and does not modify, amend, ratify, confirm or renew any such other prior contract or agreement between the parties.

**B. Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.

**C. Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

CITY:


COUNTY:

Williamson County Judge  
Dan A. Gattis (or successor)  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

With copy to:

Williamson County Attorney  
Jana Duty (or successor)  
405 M.L.K. Street, Box #7  
Georgetown, Texas 78626

and to:

Williamson County  
Emergency Communications  
c/o: Patrick Cobb  
Chief of Operations  
321 N. 8<sup>th</sup> Street  
Georgetown, Texas 78626

**D. Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the parties to undertake or not to undertake any

other or to provide or to not provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both parties.

**E. Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either of the parties nor to create any legal rights or claim on behalf of any third party. Neither the City nor the County waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

**F. Amendments and Modifications.** This Agreement may not be amended or modified except in writing executed by both the City and the County, and authorized by their respective governing bodies.

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

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

**I. Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the latest date written below, when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**J. Entire Agreement.** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. **THE PARTIES UNDERSTAND, AGREE, AND DECLARE THAT NO PROMISE, WARRANTY, STATEMENT, OR REPRESENTATION OF ANY KIND WHATSOEVER WHICH IS NOT EXPRESSLY STATED IN THIS AGREEMENT HAS BEEN MADE BY ANY PARTY, OR ITS RESPECTIVE OFFICERS, EMPLOYEES, OR OTHER AGENTS.**

**IN WITNESS WHEREOF**, the parties have executed this Agreement by their officers thereunto duly authorized.

**CITY OF FLORENCE, TEXAS**

By: \_\_\_\_\_  
Paul Ward, Mayor

Date: \_\_\_\_\_, 20\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: City Secretary  
Date: \_\_\_\_\_, 20\_\_\_\_

**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_  
Dan A. Gattis, County Judge

Date: \_\_\_\_\_, 20\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_  
Hal C. Hawes,  
Assistant Williamson  
County Attorney

By: \_\_\_\_\_  
James Gilger, CPA,  
Williamson County Contract  
Management Auditor

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE FLORENCE CITY COUNCIL  
AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL  
AGREEMENT ALLOWING WILLIAMSON COUNTY TO  
ATTACH ANTENNAS AND RELATED WIRELESS  
COMMUNICATION EQUIPMENT TO THE ELEVATED WATER  
STORAGE TANK LOCATED IN FLORENCE, TEXAS.**

**WHEREAS**, it is the desire of the City of Florence to allow Williamson County the right to attach antennas and related wireless communication equipment (“Communication Devices”) to the elevated water storage tank (“Water Tower”) located in the City of Florence, Texas; and

**WHEREAS**, Williamson County desires said access to the Water Tower site to facilitate technology related communication between the entities and agencies in and around the City of Florence; and

**WHEREAS**, the Florence City Council is authorizing the Mayor to execute said Interlocal Agreement; and

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, TEXAS** that the Florence City Council hereby authorizes the Mayor to execute the Interlocal Agreement to allow Williamson County the right to attach the Communication Devices to the Water Tower located in Florence, Texas.

**CONSIDERED and RESOLVED** on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**THE CITY OF FLORENCE, TEXAS**

\_\_\_\_\_  
Paul Ward, Mayor

**ATTEST:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ City Secretary

## MOU

## Commissioners Court - Regular Session

Date: 04/01/2008

Submitted By: Peggy Vasquez, County Judge

Submitted For: Dan Gattis

Department: County Judge

Agenda Area: Regular Agenda Items

## Information

## Agenda Item

Discuss and take appropriate action on Memorandum of Understanding with City of Round Rock.

## Background

## Fiscal Impact

From	To	Acct No.	Description	Amount
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## Attachments

Link: [MOU](#)

## Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Budget	Ashlie Koenig	03/24/2008 02:22 PM	APRV
2		County Judge Exec Asst.	Wendy Coco	03/24/2008 02:54 PM	APRV

Form Started By: Peggy Vasquez  
 Started On: 03/24/2008 12:46 PM

Final Approval Date: 03/24/2008

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding ("MOU") is made by and between the City of Round Rock, Texas ("CITY") and Williamson County, Texas ("COUNTY").

### **RECITALS**

**WHEREAS**, CITY and COUNTY have identified a possible need, in certain emergency contingencies, for CITY's telecommunications operators to use COUNTY's communications consoles as a backup for CITY's consoles in order to dispatch CITY's fire and/or police personnel; and

**WHEREAS**, CITY and COUNTY have identified a possible need, only in the event of a catastrophic incident which results in the inability of CITY's telecommunications operators to timely dispatch CITY's fire and/or police personnel from either its own consoles or COUNTY's consoles, for COUNTY's telecommunications operators to use COUNTY's communications consoles in order to dispatch CITY's fire and/or police personnel; and

**WHEREAS**, CITY and COUNTY have identified a need, in certain equipment service contingencies, for authorized Motorola technicians to access communications consoles for required system repairs and/or maintenance; and

**WHEREAS**, CITY and COUNTY agree that, to accomplish such purposes, it is necessary to place folders containing CITY's Fire Department radio templates and CITY's Police Department radio templates on COUNTY's Motorola MCC7500 dispatch radio consoles located in Georgetown, Williamson County, Texas; and

**NOW, THEREFORE**, the parties agree as follows:

### **SECTION 1.**

Subject to the terms of this Memorandum of Understanding, CITY hereby grants authorization to COUNTY to place folders containing CITY's Fire Department radio templates and CITY's Police Department radio templates on COUNTY's Motorola MCC7500 dispatch radio consoles located in Georgetown, Williamson County, Texas.

### **SECTION 2.**

The parties expressly agree that the purpose of such grant of authorization is limited to (1) allowing CITY's telecommunications operators to use COUNTY's communications consoles as a backup for CITY's consoles in order to dispatch CITY's fire and/or police personnel; (2) allowing COUNTY's telecommunications operators to dispatch CITY's fire and/or police personnel *only* in the event of a catastrophic incident which results in the inability of CITY's telecommunications operators to timely dispatch personnel; and (3) allowing authorized

R-08-02-28-11A1

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Motorola technicians (and their authorized designees) access in order to make required system repairs or perform required system maintenance;

### **SECTION 3.**

CITY expressly agrees that justification for CITY using COUNTY's communications consoles to dispatch CITY's fire and/or police personnel is limited to the event of CITY's consoles being non-operational or to the need to evacuate CITY's Communications Center.

### **SECTION 4.**

COUNTY expressly agrees that justification for COUNTY using COUNTY's communications consoles to dispatch CITY's fire and/or police personnel is strictly limited to the event of a catastrophic incident which results in the inability of CITY's telecommunications operators to timely dispatch personnel.

### **SECTION 5.**

The parties expressly agree that COUNTY will have the responsibility for ensuring that personnel opening any folders containing CITY's radio templates are authorized to do so.

### **SECTION 6.**

The parties expressly agree that COUNTY will have the responsibility for ensuring that personnel opening any folders containing CITY's radio templates properly close same before leaving the communications console on which the radio template was opened.

### **SECTION 7.**

This Memorandum of Understanding may not be modified in any fashion other than in writing, by agreement of both parties, and through the prescribed processes of both parties' governing bodies.

### **SECTION 8.**

This Memorandum of Understanding is effective as of the date of signing, and shall remain in full force and effect until properly terminated by either party in writing with notice to the other party at least sixty (60) days in advance. The parties expressly agree that, upon termination, all folders containing CITY's radio templates shall be removed from all COUNTY communications consoles.

Executed and effective on this the 28<sup>th</sup> day of February, 2008.



**CITY OF ROUND ROCK, TEXAS**

By: \_\_\_\_\_

Nyle Maxwell, Mayor

Date Signed: 2.28.08

ATTEST:

By: \_\_\_\_\_

Sara L. White, City Secretary

FOR CITY, APPROVED AS TO FORM:

By: \_\_\_\_\_

Stephan L. Sheets, City Attorney



**WILLIAMSON COUNTY, TEXAS**

By: \_\_\_\_\_

Dan A. Gattis, County Judge

Date Signed: \_\_\_\_\_



Change Bid Opening Date for US 79 Section 5B Road Project  
Commissioners Court - Regular Session

Date: 04/01/2008  
Submitted By: Patrick Strittmatter, Purchasing  
Submitted For: Bob Space  
Department: Purchasing  
Agenda Area: Regular Agenda Items

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Information

Agenda Item

Consider authorizing the re-setting of bid opening date from April 9, 2008 to April 16, 2008 at 2:00pm in the Purchasing Department for US 79 Section 5B road project.

Background

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Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

*No file(s) attached.*

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Form Routing/Status

Form Started By: Patrick Strittmatter      Started On: 03/27/2008 07:27 AM

Final Approval Date: 03/27/2008

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Rene' Bates Auctioneers, Inc. Agreement  
Commissioners Court - Regular Session

Date: 04/01/2008  
Submitted By: Patrick Strittmatter, Purchasing  
Submitted For: Bob Space  
Department: Purchasing  
Agenda Area: Regular Agenda Items

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Information

Agenda Item

Consider approving the Agreement for Online Auctioneering Services with Rene' Bates Auctioneers, Inc., allowing the County to use Rene' Bates as an online auction provider to sell off surplus vehicles, machinery, and goods.

Background

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Fiscal Impact

From	To	Acct No.	Description	Amount
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Attachments

Link: [Rene' Bates Agreement](#)

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Form Routing/Status

Form Started By: Patrick Strittmatter	Started On: 03/27/2008 07:16 AM
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Final Approval Date: 03/27/2008

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## **AGREEMENT FOR ONLINE AUCTIONEERING SERVICES**

This Agreement for Online Auctioneering Services (“Agreement”) is between Rene’ Bates Auctioneers, Inc., a Texas corporation having its principal place of business at 4660 CR 1006, McKinney, Texas 75701 (“RBAI”); and Williamson County, Texas, a political subdivision of the State of Texas, having an address of 710 Main Street, Suite 101, Georgetown, Texas 78626 (“County”).

### **WITNESSETH:**

**WHEREAS**, County currently has fleet vehicles, heavy equipment and other miscellaneous items that it desires to auction to bidders wishing to purchase such property;

**WHEREAS**, RBAI is in the business of auctioning the types of property that County intends to sell;

**WHEREAS**, RBAI, as a part of its business, provides sellers, such as County, with an ability to list items for sale on an online internet auction system and potential purchasers may bid upon such items via said system;

**WHEREAS**, County wishes to retain RBAI, on an as needed basis, for the purposes of auctioning specific items of property, and RBAI wishes to provide online auctioning services to County; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

### **ARTICLE I** **OBLIGATIONS AND RESPONSIBILITIES** **OF THE PARTIES**

#### **A. Obligations and Responsibilities of RBAI:** RBAI hereby agrees to:

1. Conduct online auctions, on an as needed basis, for County upon its request;
2. Work with County to set starting prices for each online auction item (Both parties should agree on the starting prices);
3. Complete and send to County Federal AS – IS/WHERE IS forms for all vehicles and heavy equipment that are auctioned by RBAI;
4. Post all necessary online auction information on [www.renebates.com](http://www.renebates.com) (“Website”) and display auction items for one month to two weeks prior to the closing date of each online auction conducted;

5. When a new County auction is added to the Website, RBAI shall notify, by e-mail, each of its online auction customers of the County's new upcoming auction;
6. In addition to the above described email notification, RBAI may, at its discretion, purchase and provide advertising for each auction that is conducted pursuant to the terms of this Agreement. Such advertising for each auction may include local newspaper ads, ads in trade journals, and delivery of regular hard copy brochures to RBAI's past auction customers; provided, however, the County shall be responsible for placing and purchasing the minimum required legal notices and advertisements (Public Notice) for each auction;
7. Collect all auction proceeds and applicable sales tax and generate e-Invoices for both County and the buyers for each auction item sold;
8. Remit all monies, less commission and sales tax, to County;
9. Remit all sales tax collected to the State of Texas; and
10. To notify all bidders of the following:

**ALL PROPERTY THAT IS OFFERED FOR SALE SHALL BE ON AN "AS IS, WHERE IS" BASIS. WILLIAMSON COUNTY, TEXAS, THE SELLER, MAKES NO WARRANTY, GUARANTY OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE PROPERTY OFFERED FOR SALE. THE BUYER SHALL NOT BE ENTITLED TO ANY PAYMENT FOR LOSS OF PROFIT OR ANY OTHER MONEY DAMAGES, INCLUDING BUT NOT LIMITED TO ACTUAL, SPECIAL, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES.**

The above referenced notice shall be posted on the Website and in any publication or advertisement relating to any County's items that are to be auctioned and sold by RBAI.

**B. Obligations and Responsibilities of County:** County hereby agrees to:

1. Provide RBAI with a list and description of all items to be sold at auction;
2. Gather and provide RBAI with all necessary information on all auction items;
3. Provide digital photographs of each auction item to RBAI;
4. To complete a Vehicle Information Sheet on all vehicles that are to be auctioned and provide a copy of same to RBAI;
5. Attach Federal AS – IS / WHERE IS forms for all vehicles and heavy equipment that are auctioned by RBAI;

6. In order to allow potential bidders to physically inspect all auction items, County shall allow onsite viewing of all auction items before the closing of each online auction;
7. Contact local news media for PSA informing bidders of upcoming online auction and place and purchase the minimum required legal notices and advertisements (Public Notice) for each auction;
8. Provide a link on the County's website, directing visitors to RBAI's website for online auctions that RBAI performs for the County.
9. Transfer all titles to successful bidders after County has received a "PAID" e-Invoice from RBAI; and
10. Oversee removal and checkout of all paid auction items.

**ARTICLE II**  
**FEES FOR ONLINE AUCTIONEERING SERVICES;**  
**PAYMENT OF SALES PROCEEDS**

- A. **Fees for Online Auctioneering Services:** RBAI agrees to conduct the online auctions for County in exchange for a 6% commission rate. More specifically, RBAI's commission shall be six percent (6%) of each item's selling price and such commission shall be deducted from each item's actual final selling price, provided, however, it is acknowledged and understood by the parties hereto that RBAI shall only receive commissions on those items that have actually been sold by RBAI and paid for, in full with sufficient funds, by the winning bidder.
- B. **Payment of Sales Proceeds:** RBAI shall tender all sales proceeds, less commission and sales tax, to County within ten (10) business days of the auction close date.

**ARTICLE III**  
**TERM AND TERMINATION OF AGREEMENT**

- A. **Term:** The term of this Agreement shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect until terminated by either party in accordance with the terms herein below.
- B. **Termination for Convenience:** Either party may terminate this Agreement for convenience and without cause or further liability upon thirty (30) business day's written notice to the other party.
- C. **Termination for Cause:** If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach

is cured within three (3) business days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within three (3) business days, then and in that instance, the three (3) business day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the breach within three (3) business days or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies available hereunder and under the law, terminate this Agreement.

- D. Procedures Upon Termination:** Within seven (7) business days after the date of either party's termination of this agreement, whether such termination be for convenience or for cause, County shall pay all outstanding fees that are due and owing to RBAI as of the termination date; and RBAI shall (1) collect all auction proceeds and applicable sales tax that are owing as of the date of termination and generate e-Invoices for both County and the buyers for each auction item sold prior to the date of termination; and (2) remit all monies owing to County as of the date of termination, less commission and sales tax.

#### **ARTICLE IV** **MISCELLANEOUS PROVISIONS**

- A. Compliance with Laws:** Each party to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation licensing laws and regulations.
- B. County's Right to Audit:** RBAI agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of RBAI which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. RBAI agrees that County shall have access during normal working hours to all necessary RBAI facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give RBAI reasonable advance notice of intended audits.
- C. Notice.** Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

RBAI:	Rene' Bates Auctioneers, Inc. 4660 CR 1006 McKinney, Texas 75701
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COUNTY: Williamson County Judge  
Dan A. Gattis (or successor)  
710 Main Street, Ste. 101  
Georgetown, Texas 78626

With copy to: Williamson County Attorney  
Jana Duty (or successor)  
405 M.L.K. Street, Box #7  
Georgetown, Texas 78626

- D. No Third Party Beneficiaries:** This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- E. Relationship of the Parties:** Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- F. Venue and Governing Law:** Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- G. Exclusivity:** RBAI hereby acknowledges that County is not hereby granting an exclusive right to RBAI for the provision of auctioneering services for County and that County may retain other auctioneering entities to provide County with auctioneering services. Furthermore, County may dispose of its property pursuant to any legal disposition method that may be available to County during the term of this Agreement. County, however, acknowledges and agrees that it shall not attempt to dispose of a specific item of property, in any manner, if such item is currently being offered for auction on the Website.
- H. Indemnification:** RBAI SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, REASONABLE ATTORNEY'S FEES, COSTS, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO EXPENSES RELATED TO EXPERT WITNESSES) OF ANY KIND WHATSOEVER, TO THE EXTENT ARISING

**FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF RBAI OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.**

- I. No Waiver of Immunities:** Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- J. Force Majeure:** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- K. Severability:** If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- L. Assignment; Successors and Assigns:** No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns.
- M. Counterparts:** This Agreement may be executed in two or more counterparts, each of which after execution and delivery shall be deemed an original, but all of which shall constitute one and the same instrument.
- N. Entire Agreement:** This Agreement represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by each party to this Agreement. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT.



Executed and effective as of the later date set forth below:

**Rene' Bates Auctioneers, Inc.:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Williamson County:**

By: \_\_\_\_\_

Name: Dan A. Gattis

Title: Williamson County Judge

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Hal C. Hawes  
Assistant Williamson  
County Attorney

By: \_\_\_\_\_

James Gilger, CPA  
Williamson County Contract  
Management Auditor

## Arbitrage Payment 3-08

## Commissioners Court - Regular Session

Date: 04/01/2008  
Submitted By: Lisa Moore, County Auditor  
Submitted For: Melanie Denny  
Department: County Auditor  
Agenda Area: Regular Agenda Items

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## Information

## Agenda Item

To consider declaring an emergency and a grave necessity due to unforeseeable circumstances and approving a budget amendment for the Debt Service Fund.

## Background

Oversight in budgeting. Did not include dollars for Arbitrage calculation services.

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## Fiscal Impact

From/To	Acct No.	Description	Amount
	0600.0600.003309	Debt Service/Arbitrage Payment	\$9,253.00

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## Attachments

*No file(s) attached.*

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## Form Routing/Status

Form Started By: Lisa Moore      Started On: 03/27/2008 08:41 AM  
Final Approval Date: 03/27/2008

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