

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
FEBRUARY 17TH, 2009
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 – 12)

5. To discuss and consider approving a line item transfer for the Juvenile Services Department.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0101000576004610	Rent	13,300.00	
To	0101000576003005	Office Furniture < \$5000	13,300.00	

6. To discuss and consider approving a line item transfer for Emergency Management.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0541-003010	Computer	\$750	
To	0100-0541-004232	Training / Seminars	\$750	

7. Consider approving property tax collections for the month of January 2009 for the Williamson County Tax Assessor/Collector.
8. Consider approving property tax refunds - over \$2,500.00 for the month of January 2009 for the Williamson County Tax Assessor/Collector.
9. Consider and take appropriate action on authorizing the destruction of 15 vehicles as part of the Local Initiative Clean Vehicle Grant (Revised list filed with minutes).
10. Consider and take appropriate action on authorizing the transfer of vehicles and equipment to auction, donation, disposal and the transfer of items between County departments. (Complete list filed with official minutes)
11. Consider approving donations to Victim Assistance from GRC Wireless, Inc. (Shelter Alliance Cell Phone Fundraiser) in the amount of \$ 165.00 and \$222.50.
12. Consider approving Leo Enriquez for open deputy position for Constable Pct 2.

REGULAR AGENDA

13. Hear presentation and update on activities by CapMetro.
14. 10:00 Public Hearing to change the name of the east and west section of CR268 beginning at W SH29 to Kauffman Loop.
15. Discuss and take action on changing the name of the east and west section of CR268 beginning at W SH29 to Kauffman Loop.
16. Discuss and take appropriate action on road bond program.

17. Discuss and consider approving PBS&J's Professional Service Agreement (PSA) for the SH 45/O'Connor Drive Road Bond project
18. Discuss and consider approving Jacobs/Carter Burgess, Inc. Supplemental #5 to their US 79, sect. 5A (PTT0204-04-040) Professional Service Agreement (PSA) for construction phase services.
19. Consideration and action with respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Bonds; Levying an Ad Valorem Tax in Support of the Bonds; Approving a Paying Agent/Registrar Agreement and an Official Statement; Establishing the Procedures for Selling and Delivering the Bonds; and Authorizing Other Matters Relating to the Bonds."
20. Consideration and action with respect to "Second Supplemental Order to the Master Order Establishing the Williamson County, Texas Pass-Through Toll Revenue Financing Program."
21. To discuss and consider approving funding for Williamson-Burnet County Opportunities, Bluebonnet Trails CMHMRC and the Williamson County Crisis Center for 2009-2010
22. Discuss and take appropriate action on the annual funding agreement with Bluebonnet Trails MHMR to provide services through Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI).
23. Discuss and take appropriate action on summary of mental health requests for the Texas Legislature.
24. Discuss and take appropriate action on the Williamson County Community Plan for Capital Area Council of Governments.
25. Discuss and consider disbursement of funds for public assistance.
26. Discuss and take appropriate action on the appointment or reappointment of Commissioners Court members to boards and committees.
27. Consider approving the Waiver of Penalty and Interest to customers as described in attachments from the Tax Assessor/Collector.
28. Discuss and take appropriate action on reclassifying positions associated with recent departments consolidated/integrated within ITS

29. Consider awarding contract to 22nd Century Technologies, Inc. for consultant services for the Oracle Compensation Work Bench and Self Service Enhancement.
30. Consider authorizing advertising and setting date of Wednesday, March 18, 2009 at 1:00pm in the Purchasing Department to receive responses to Request for Qualifications (RFQ# 09WCRFQ904) for LANDSCAPE ARCHITECTURAL SERVICES FOR WILLIAMSON COUNTY WILLIAMS TRACT PARK.
31. Consider authorizing advertising and setting date of Wednesday, March 18, 2009 at 2:00pm in the Purchasing Department to receive responses to Request for Qualifications (RFQ# 09WCRFQ905) for LANDSCAPE ARCHITECTURAL SERVICES FOR SOUTHWEST REGIONAL PARK WATER PLAY AREA.
32. Consider awarding contract to Mullin & Lonergan Associates, Inc. for Consultant to Provide Services to Develop the 2009-2014 Consolidated HUD Plan, RFP# 09WCP805.
33. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for January 2009 Voluntary Duty.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.341220	Voluntary Duty Rev, SO	\$1,084.15	01
	0100.0576.341226	Voluntary Duty Rev, Juv Svcs	\$166.79	02
	0100.0560.341230	Voluntary Duty Admin Fee	\$99.06	03

34. Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for January 2009 Voluntary Duty pay.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.001117	Voluntary Duty Pay	\$877.50	01
	0100.0560.002010	FICA	\$67.13	02
	0100.0560.002020	Retirement	\$95.65	03
	0100.0560.002050	Worker's Comp	\$43.88	04
	0100.0576.001117	Voluntary Duty Pay	\$135.00	05
	0100.0576.002010	FICA	\$10.33	06

	0100.0576.002020	Retirement	\$14.72	07
	0100.0576.002050	Worker's Comp	\$6.75	08

EXECUTIVE SESSION

35. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)
36. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
37. Discuss County Landfill (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
38. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
39. Discuss and take appropriate action on real estate.
40. Discuss and take appropriate action on pending or contemplated litigation.
41. Discuss and take appropriate action on the County Landfill.
42. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.
43. Comments from Commissioners.

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.

Budget Line Item Transfer
Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Robyn Murray, Juvenile Services
Submitted For: Robyn Murray
Department: Juvenile Services
Agenda Category: Consent

Information

Agenda Item

To discuss and consider approving a line item transfer for the Juvenile Services Department.

Background

For the purpose of purchasing furniture for the seven juvenile probation officers and one support staff secretary moving from the STARRY leased office space into the Hutto building once construction has been completed.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0101000576004610	Rent	13,300.00	
To	0101000576003005	Office Furniture < \$5000	13,300.00	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Robyn Murray Started On: 02/05/2009 01:23 PM
Final Approval Date: 02/06/2009

Line item transfer

Commissioners Court - Regular Session

Date: 02/17/2009

Submitted By: Jarred Thomas, Emergency Management

Submitted For: Jarred Thomas

Department: Emergency Management

Agenda Category: Consent

Information

Agenda Item

To discuss and consider approving a line item transfer for Emergency Management.

Background

Attendance at the Texas Homeland Security for Emergency Management Performance Grant funding.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0541-003010	Computer	\$750	
To	0100-0541-004232	Training / Seminars	\$750	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	02/12/2009 09:35 AM	APRV
4	Budget	Ashlie Koenig	02/12/2009 11:49 AM	APRV

Form Started By: Jarred Thomas

Started On: 02/10/2009 10:46 AM

Final Approval Date: 02/12/2009

Property Tax Collections - January 2009
Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Cathy Atkinson, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Consent

Information

Agenda Item

Consider approving property tax collections for the month of January 2009 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [010109-013109 GWI-RFM](#)

Form Routing/Status

Form Started By: Cathy Atkinson Started On: 02/11/2009 02:51 PM
Final Approval Date: 02/12/2009

YEAR TO DATE - COLLECTION REPORT
Williamson County - GWI/RFM Property Taxes
January 1-31, 2009

Description	Tax Roll	Adjustments	Adjusted Tax Roll	Tax Collected	P & I Collected	Variance	Uncollected Balance	YTD Collected	Percent Collected	Percent Collected w/P & I	Percent Collected w/P & I & Prior Years
2008	\$154,169,254.48	\$395,005.74	\$154,564,260.22	\$57,252,220.46	\$31.43	(\$5.76)	\$10,524,134.22	\$144,040,126.00	93.19%	93.19%	94.06%
2007 & Prior	2,198,266.31	(21,556.16)	\$2,176,710.15	138,647.43	29,182.34	156.04	1,572,596.31	604,113.84	27.75%	29.09%	
Rollbacks	1,035,051.77	38,595.83	\$1,073,647.60	503,247.80	0.00	0.01	363,457.92	710,189.68	66.15%	66.15%	
Total All	\$157,402,572.56	\$412,045.41	\$157,814,617.97	\$57,894,115.69	\$29,213.77	\$150.29	\$12,460,188.45	\$145,354,429.52	92.10%	92.12%	

2008 MONTHLY BREAKDOWN

Oct-08	\$157,402,572.56	\$131,268.03	\$157,533,840.59	\$416,434.77	\$65,150.92	\$1,071.72	\$157,116,334.10	\$417,506.49			
Nov-08	\$157,533,840.59	\$39,412.32	\$157,573,252.91	\$6,137,650.01	\$23,852.16	\$129.17	\$151,017,967.24	\$6,555,285.67			
Dec-08	\$157,573,252.91	\$253,668.20	\$157,826,921.11	\$80,904,301.24	\$31,775.03	\$576.63	\$70,366,757.57	\$87,460,163.54			
Jan-09	\$157,826,921.11	(\$12,303.14)	\$157,814,617.97	\$57,894,115.69	\$29,213.77	\$150.29	\$12,460,188.45	\$145,354,429.52			

Property Tax Refunds - Over \$2,500.00 - January 2009

Commissioners Court - Regular Session

Date: 02/17/2009

Submitted By: Cathy Atkinson, County Tax Assessor Collector

Submitted For: Deborah Hunt

Department: County Tax Assessor Collector

Agenda Category: Consent

Information

Agenda Item

Consider approving property tax refunds - over \$2,500.00 for the month of January 2009 for the Williamson County Tax Assessor/Collector.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Court Refunds Jan 09](#)

Form Routing/Status

Form Started By: Cathy Atkinson Started On: 02/11/2009 02:54 PM

Final Approval Date: 02/12/2009

Williamson County
Tax Assessor/Collector

Deborah M. Hunt, CTA

Date: February 11, 2009

To: Members of the Commissioners Court

From: Deborah Hunt, CTA

Subject: Property Tax Refunds

In accordance with Section 31.11 of the Property Tax Code, the court needs to approve all refunds in excess of \$2,500.00. We are presenting the attached list which includes these property tax refunds for your approval.

Please contact me at 943-1601, ext. 7015, if you have any questions.

Thank you.

Main Office and Mailing Address:

710 South Main Street, Ste. #102
Georgetown, Texas 78626
Phone: (512) 943-1601
Fax: (512) 943-1618
www.williamson-county.org

Annex Locations:

211 Commerce Blvd., Ste. #101	350 Discovery Blvd., Ste. #101	412 Vance St., Ste. #1
Round Rock, Texas 78664	Cedar Park, Texas 78613	Taylor, Texas 76574
Phone: (512) 248-3278	Phone: (512) 260-4290	Phone: (512) 352-4140
Fax: (512) 248-3253	Fax: (512) 260-4295	Fax: (512) 352-4143

Property Tax
Account QuickReport
As of January 31, 2009

Type	Date	Num	Name	Memo	Amount
Refunds Payable - Taxpayers					
Check	1/2/2009	30593	Countrywide Home Loans	See attached spreadsheet -	-18,370.39
Check	1/2/2009	30599	Wells Fargo Home Mortgage	R087584 - Double payment	-6,154.56
Check	1/5/2009	30601	Frances Gutierrez, ETAL	R047793 - 2005-2008 Supplement ...	-6,281.35
Check	1/8/2009	30606	Countrywide Tax Services Corporation	R386972 - Overpayment	-19,762.38
Check	1/8/2009	30631	Wells Fargo Real Estate Tax Servic...	See attached spreadsheet -	-36,869.14
Check	1/13/2009	30693	Williamson County Tax Office	R426100 - Double payment	-3,293.80
Check	1/13/2009	30696	First American Real Estate Tax Serv...	See attached spreadsheet -	-164,654.73
Check	1/13/2009	30698	First American Real Estate Tax Serv...	See attached spreadsheet -	-154,834.24
Check	1/13/2009	30699	Williamson County Tax Office	R439440 - Double payment	-3,721.46
Check	1/13/2009	30700	LandAmerica Tax and Flood Services	See attached spreadsheet -	-67,717.76
Check	1/15/2009	30731	First American Real Estate Tax Serv...	R412801 - Double payment	-8,160.03
Check	1/23/2009	30732	George Cordeiro	R400781 - Overpayment	-5,222.39
Check	1/23/2009	30739	Wells Fargo Real Estate Tax Services	See attached spreadsheet -	-32,801.74
Check	1/27/2009	30783	TCP Springwood Partners LTD	R055013 - 2004 Supplement #49	-5,982.59
Check	1/27/2009	30780	Frances Gutierrez ETAL	R047793 - 2005 Supplement #39	-4,256.97
Check	1/28/2009	30877	Lexor Homes, Inc.	R467156 - 2007 Supplement #15	-3,202.66
Check	1/30/2009	30903	Gracy Title, a Stewart Company	R363262 - Overpayment	-3,909.56
Check	1/31/2009	30914	M & T Bank	R432070 - Double payment	-4,043.94
Check	1/31/2009	30943	Countrywide Tax Services Corporation	R034011, R049873, R064308, R06...	-30,225.01
Check	1/31/2009	30921	First American Commercial RES Inc.	R381821 - Double payment	-74,355.56
Check	1/31/2009	30922	Peter Kopel-Leander/CP	R387355 - Double payment	-8,512.22
Check	1/31/2009	30923	First American Commercial RES Inc.	R405459 - Double payment	-265,597.77
Check	1/31/2009	30925	American Home Mortgage Inc.	R418130 - Overpayment	-5,199.03
Check	1/31/2009	30958	American Home Mortgage Inc.	R036280 - Overpayment	-7,536.97
Total Refunds Payable - Taxpayers					-940,666.25
TOTAL					-940,666.25

Consent Agenda

Commissioners Court - Regular Session

Date: 02/17/2009

Submitted By: Ursula Stone, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the destruction of 15 vehicles as part of the Local Initiative Clean Vehicle Grant (Revised list filed with minutes).

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Destruction of Vehicles](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing	Jonathan Harris	02/09/2009 11:04 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	02/10/2009 10:32 AM	APRV

Form Started By: Ursula Stone

Started On: 02/09/2009 08:28 AM

Final Approval Date: 02/10/2009

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FALP71W6VX173203
Vehicle Identification Number 5778
Door Number

745691 1997 FORD CROWN VICTORIA BLUE
License Plate Number Year Make Model Color

UNASSIGNED
Driver Assigned to Vehicle 576
Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 163442
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ SALE at the earliest auction
- ☐ TRADE-IN for new assets for the county
- ☐ DONATION to a non-county entity
- ☐ SALVAGE for parts

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox III

Signature

Date

12/29/09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FALP71W4VX225086
Vehicle Identification Number 5765
Door Number

ZBR38N 1997 FORD CROWN VICTORIA WHITE
License Plate Number Year Make Model Color

UNASSIGNED
Driver Assigned to Vehicle 576
Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 93093
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ SALE at the earliest auction
- ☐ TRADE-IN for new assets for the county
- ☐ DONATION to a non-county entity
- ☐ SALVAGE for parts

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

Date 12/29/09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FALP71W7VX225096

Vehicle Identification Number

5770

Door Number

728896

License Plate Number

1997
YearFORD
MakeCROWN VICTORIA
ModelWHITE
Color

UNASSIGNED

Driver Assigned to Vehicle

576

Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 97976
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox**For Fleet Services Use Only**

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox III

Signature

Date

11/29/09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71WXXX243172

Vehicle Identification Number

5761

Door Number

769718

License Plate Number

1999

FORD

Make

CROWN VICTORIA

Model

WHITE

Color

UNASSIGNED

Driver Assigned to Vehicle

576

Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 104027
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox III

Signature

Date 1, 29, 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71W2XX116769

Vehicle Identification Number

5772

Door Number

S63FGD

1999
Year

FORD
Make

CROWN VICTORIA
Model

BLK/WHT
Color

UNASSIGNED

Driver Assigned to Vehicle

576

Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 123002
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox III

Signature

Date

1.29.09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71W1XX240290
Vehicle Identification Number 5773
Door Number

S62FGD 1999 FORD CROWN VICTORIA BLK/WHT
License Plate Number Year Make Model Color

UNASSIGNED
Driver Assigned to Vehicle 576
Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 152688
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE LOCAL INITIATIVE CLEAN VEHICLE GRANT

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ SALE at the earliest auction
- ☐ TRADE-IN for new assets for the county
- ☐ DONATION to a non-county entity
- ☐ SALVAGE for parts

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

Date 1, 29, 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAP71W1XX116732
Vehicle Identification Number 5774
Door Number

S61FGD 1999 FORD CROWN VICTORIA BLK/WHT
License Plate Number Year Make Model Color

UNASSIGNED
Driver Assigned to Vehicle 576
Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 136625
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ SALE at the earliest auction
- ☐ TRADE-IN for new assets for the county
- ☐ DONATION to a non-county entity
- ☐ SALVAGE for parts

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox III

Signature

Date 11.29.09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71WXXX243169

Vehicle Identification Number

5789

Door Number

769719

License Plate Number

1999

Year

FORD

Make

CROWN VICTORIA

Model

WHITE

Color

UNASSIGNED

Driver Assigned to Vehicle

576

Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 127288
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts

Elected Official/Department Head/Authorized StaffPrint CHARLIE SCAGGS

Signature

Date 01 / 26 / 09**Forward to Fleet Services Manager - Mike Fox****For Fleet Services Use Only**

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox III

Signature

Date

1-29-09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71W2YX113470

Vehicle Identification Number

5776

Door Number

860356

License Plate Number

2000
Year

FORD
Make

CROWN VICTORIA
Model

BLK/WHT
Color

UNASSIGNED

Driver Assigned to Vehicle

576

Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 110556
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

Date

1.29.09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAP71W7YX173616
Vehicle Identification Number 5781
Door Number

781167 2000 FORD CROWN VICTORIA WHITE
License Plate Number Year Make Model Color

UNASSIGNED
Driver Assigned to Vehicle 576
Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 130764
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE LOCAL INITIATIVE CLEAN VEHICLE GRANT

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ SALE at the earliest auction
- ☐ TRADE-IN for new assets for the county
- ☐ DONATION to a non-county entity
- ☐ SALVAGE for parts

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

Date

1 / 27 / 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAP71W7XX240276				5777	
Vehicle Identification Number				Door Number	
860355	1999	FORD	CROWN VICTORIA	BLK/WHT	
License Plate Number	Year	Make	Model	Color	
UNASSIGNED				576	
Driver Assigned to Vehicle				Department	

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 114360
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

Date 12 / 29 / 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71W1XX178485

Vehicle Identification Number

5788

Door Number

759306

License Plate Number

1999

Year

FORD

Make

CROWN VICTORIA

Model

WHITE

Color

UNASSIGNED

Driver Assigned to Vehicle

576

Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 107121
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

Date

1, 29, 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FALP71W7VX173209 5780
Vehicle Identification Number Door Number

719568 1997 FORD CROWN VICTORIA WHITE
License Plate Number Year Make Model Color

UNASSIGNED 576
Driver Assigned to Vehicle Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 116333
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE LOCAL INITIATIVE CLEAN VEHICLE GRANT

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

Date

1, 29, 09

Williamson County Vehicle Retirement Form

Identify Vehicle:

1FBJS31HXRHB19827				5762	
Vehicle Identification Number				Door Number	
660914	1994	FORD	E350 VAN	WHITE	
License Plate Number	Year	Make	Model	Color	
UNASSIGNED				210	
Driver Assigned to Vehicle				Department	

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 120430
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ SALE at the earliest auction
- ☐ TRADE-IN for new assets for the county
- ☐ DONATION to a non-county entity
- ☐ SALVAGE for parts

Elected Official/Department Head/Authorized Staff

Date 01 / 26 / 09

Print GREG BERGERON

Signature *Greg Bergeron*

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

Date 2.3.09
[Signature]

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71W81X193105				5794	
Vehicle Identification Number				Door Number	
103854	2001	FORD	CROWN VICTORIA	WHITE	
License Plate Number	Year	Make	Model	Color	
UNASSIGNED				576	
Driver Assigned to Vehicle				Department	

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☐ High Mileage: List actual mileage 109653
- ☐ Not mechanically sound
- ☒ Other: Explain THIS VEHICLE HAS BEEN APPROVED TO BE DESTROYED AS PART OF THE
LOCAL INITIATIVE CLEAN VEHICLE GRANT

Method of Retirement: This vehicle is to be considered for: (Select one)

- ☐ **SALE** at the earliest auction
- ☐ **TRADE-IN** for new assets for the county
- ☐ **DONATION** to a non-county entity
- ☐ **SALVAGE** for parts

Elected Official/Department Head/Authorized Staff

Print CHARLIE SCAGGS

Signature

Date 01 / 26 / 09

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☐ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

Date

1, 29, 09

Consent Agenda

Commissioners Court - Regular Session

Date: 02/17/2009

Submitted By: Ursula Stone, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the transfer of vehicles and equipment to auction, donation, disposal and the transfer of items between County departments. (Complete list filed with official minutes)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Link: [Asset Transfers](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing	Jonathan Harris	02/12/2009 09:07 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	02/12/2009 09:37 AM	APRV

Form Started By: Ursula Stone

Started On: 02/12/2009 08:27 AM

Final Approval Date: 02/12/2009

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

☐ TRANSFER bet ween 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#	Condition of Assets (Working, Non-Working, Unknown)
				Unknown
	See Attached List			

Parties involved:

FROM (Transferor Department): Unified Road System - 210

Transferor - Elected Official/Department Head/

Authorized Staff:

Contact Person:

Greg Bergeron
Print Name

Lydia Linden
Print Name

Greg Bergeron
Signature

943-3369
Phone Number

Date 2/5/09

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.)

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

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 _____

[illegible]

Williamson County

Asset Status Change Form

The following asset(s) is(are) considered for: (select one)

- ☐ **TRANSFER** bet ween 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#	Condition of Assets (Working, Non-Working, Unknown)
1	Dell Computer System	F2BLN81		Working
1	Dell Computer System	13BLN81		Working
1	Dell Computer System	J2BLN81		Working
1	Dell Computer System	GDQ8X51		Working

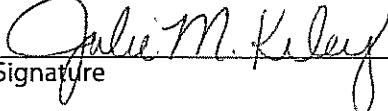
Parties involved:

FROM (Transferor Department): Auditor

**Transferor - Elected Official/Department Head/
Authorized Staff:**

Julie Kiley

Print Name

Signature 

Date February 3, 2009

Contact Person:

Stephanie McCandless

Print Name

943-1595

Phone Number

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

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

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

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 _____

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	HON BROWN & GREY DESK	D91NGR \ IN	NONE
	W/ 2 DRAWERS	702458 / DRAWER	FOUND

Parties involved:

FROM (Transferor Department): MOBILE OUT REACH TEAM

Transferor - Elected Official/Department Head/Authorized Staff: _____ Date 1 / 26 / 09

ANNIE BURWELL

Print

Annie Burwell

Signature

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

Transferee - Elected Official/Department Head/Authorized Staff OR Donee - Representative: (If being approved for Sale or Trade-in, no signature is necessary.) _____ Date ____ / ____ / ____

Print

Signature

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 _____

Williamson County

Asset Status Change Form

The following asset(s) is(are) 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#	Condition of Assets (Working, Non-Working, Unknown)
4	upholstered desk chairs	none	none	Working

Parties involved:

FROM (Transferor Department): 570 - Corrections/Transportation

Transferor - Elected Official/Department Head/

Authorized Staff:

L.C. Marshall

Print Name



Signature

Date 01/28/09

Contact Person:

Crystal White

Print Name

943-1324

Phone Number

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

Transferee - Elected Official/Department Head/

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

Contact Person:

Print Name

Print Name

Signature

Phone Number

Date

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 _____

Williamson County Vehicle Retirement Form

Identify Vehicle:

1FTNF20L5YED55318				#0639	
Vehicle Identification Number				Door Number	
785227	2000	FORD	F250 RCAB	WHITE	
License Plate Number	Year	Make	Model	Color	
URS CREW TRUCK				UNIFIED ROAD SYS	
Driver Assigned to Vehicle				Department	

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☒ High Mileage: List actual mileage 105417
- ☐ Not mechanically sound _____
- ☒ Other: Explain APPROVED FOR REPLACEMENT IN BUDGET

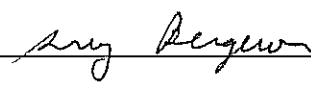
Method of Retirement: This vehicle is to be considered for: (Select one)

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

Elected Official/Department Head/Authorized Staff

Date 01 / 30 / 09

Print GREG BERGERON

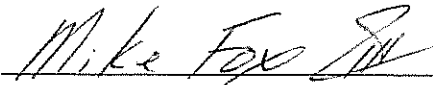
Signature 

Forward to Fleet Services Manager - Mike Fox

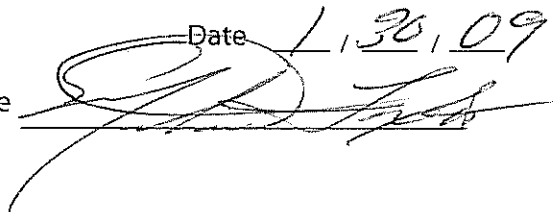
For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☒ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print



Signature

Date 1,30,09


Auction Vehicles**Equipment Number 0639**

Company:	003
Equipment Number:	0639
Year:	2000
Make:	FORD : Ford
Model:	F250 RCAB : FORD F250 REGUALR CAB
Color:	WHI : EQUIPMENT COLOR: WHITE
Location:	GRANGE
Meters:	M: 105417;
License:	785227
Title Information:	
VIN/Serial Number:	1FTNF20L5YED55318
Employee:	
Shop:	01 : REPAIR SHOP ID CODE
Site:	
Class:	B30Gas : Truck, Pickup, 3/4 Ton, Gas
Department:	210 : UNIFIED RD SYSTEMS
EAC:	8
Acquire Date:	05/12/2000
Acquire Cost:	18261.50
Service Date:	05/15/2000
Life Expectancy (Months):	108
Dispose Date:	
Dispose Cost:	0.00
Dispose Status:	
Trans Size:	E4SPD
Engine:	5.4L V-8
Tire Size 1:	235/85R16
Tire Size 2:	235/85R16
GVW:	8800
Fuel Types:	U,P,
Keys:	.
Misc.:	ULEV-CERT
Bill Code:	A
Comment1:	
Comment2:	
Comment3:	481SVX6169

Williamson County Vehicle Retirement Form

Identify Vehicle:

1FTRX17W61NB03902				#0634
Vehicle Identification Number				Door Number
800503	2001	FORD	F150 XCAB	WHITE
License Plate Number	Year	Make	Model	Color
CLIFFORD TSCHOERNER				UNIFIED ROAD SYS
Driver Assigned to Vehicle				Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☒ High Mileage: List actual mileage 139015
- ☐ Not mechanically sound _____
- ☐ Other: Explain _____


Method of Retirement: This vehicle is to be considered for: (Select one)

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

Elected Official/Department Head/Authorized Staff

Date 01 / 30 / 09

Print GREG BERGERON

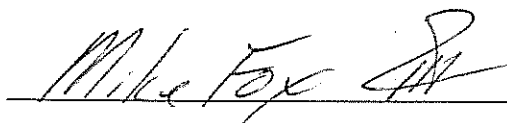
Signature 

Forward to Fleet Services Manager - Mike Fox

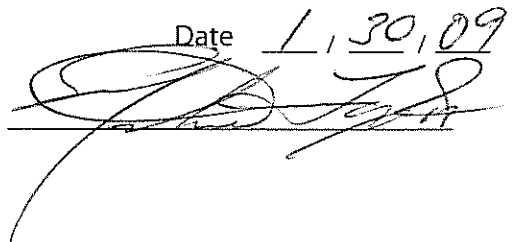
For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☒ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print



Signature

Date 1, 30, 09


County Active Fleet

Equipment Number 0634

Company:	001
Equipment Number:	0634
Year:	2001
Make:	FORD : Ford
Model:	F150 XCAB : FORD F150 EXTENDED CAB
Color:	WHI : EQUIPMENT COLOR: WHITE
Location:	C.M.
Meters:	M: 139015;
License:	800503
Title Information:	
VIN/Serial Number:	1FTRX17W61NB03902
Employee:	TSCHOERNER,CLIF : 210
Shop:	01 : REPAIR SHOP ID CODE
Site:	
Class:	B21Gas : Truck, Pickup, 1/2 Ton, Extended Cab, Gas
Department:	210 : UNIFIED RD SYSTEMS
EAC:	8
Acquire Date:	02/08/2001
Acquire Cost:	20841.00
Service Date:	02/08/2001
Life Expectancy (Months):	72
Dispose Date:	
Dispose Cost:	0.00
Dispose Status:	
Trans Size:	E4SPD O/D
Engine:	4.6L V-8
Tire Size 1:	235/70R16
Tire Size 2:	235/70R16
GVW:	6050
Fuel Types:	U.P.
Keys:	.
Misc.:	LEV-CERT
Bill Code:	A
Comment1:	CLIFFORD TSCHOERNER
Comment2:	
Comment3:	760SAW1984

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FTRX17W24CA4333 ⁴²³³³ #0657
Vehicle Identification Number Door Number

865475 2004 FORD F150 XCAB WHITE
License Plate Number Year Make Model Color

EUGENE MAREK UNIFIED ROAD SYS
Driver Assigned to Vehicle Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☒ High Mileage: List actual mileage 113424
- ☐ Not mechanically sound
- ☒ Other: Explain APPROVED FOR REPLACEMENT IN BUDGET

Method of Retirement: This vehicle is to be considered for: (Select one)

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

Elected Official/Department Head/Authorized Staff

Date 01 / 30 / 09

Print GREG BERGERON

Signature

Greg Bergeron

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☒ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

Date 1, 30, 09
Mike Fox

County Active Fleet

Equipment Number 0657

Company:	001
Equipment Number:	0657
Year:	2004
Make:	FORD : Ford
Model:	F150 XCAB : FORD F150 EXTENDED CAB
Color:	WHI : EQUIPMENT COLOR: WHITE
Location:	EAST
Meters:	M: 113424;
License:	865475
Title Information:	
VIN/Serial Number:	2FTRX17W24CA42333
Employee:	MAREK, EUGENE : 210
Shop:	01 : REPAIR SHOP ID CODE
Site:	UD : UNDEFINED
Class:	B21Gas : Truck, Pickup, 1/2 Ton, Extended Cab, Gas
Department:	210 : UNIFIED RD SYSTEMS
EAC:	8
Acquire Date:	01/09/2004
Acquire Cost:	15351.75
Service Date:	01/09/2004
Life Expectancy (Months):	96
Dispose Date:	
Dispose Cost:	0.00
Dispose Status:	
Trans Size:	E4SPD O/D
Engine:	4.6L V-8
Tire Size 1:	235/70R16
Tire Size 2:	235/70R16
GVW:	6050
Fuel Types:	U, ,
Keys:	0649X,
Misc.:	LEV-CERT
Bill Code:	A
Comment1:	3.55 LIMITED SLIP REAR AXLE
Comment2:	4419 EUGENE MARAK
Comment3:	4815VX6160

Williamson County Vehicle Retirement Form

Identify Vehicle:

1FTNF20L1XED68470 #0606
Vehicle Identification Number Door Number

757540 1999 FORD F250 RCAB WHITE
License Plate Number Year Make Model Color

URS CREW TRUCK UNIFIED ROAD SYS
Driver Assigned to Vehicle Department

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☒ High Mileage: List actual mileage 117479
- ☐ Not mechanically sound _____
- ☒ Other: Explain 10 YEARS OLD, APPROVED FOR REPLACEMENT

Method of Retirement: This vehicle is to be considered for: (Select one)

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

Elected Official/Department Head/Authorized Staff

Date 01 / 30 / 09

Print GREG BERGERON

Signature 

Forward to Fleet Services Manager - Mike Fox

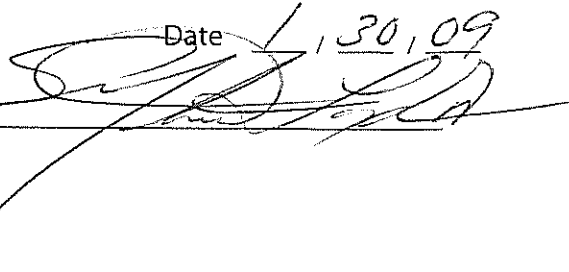
For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☒ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print

Mike Fox

Signature

Date 1, 30, 09


County Active Fleet
Equipment Number 0606

Company:	001
Equipment Number:	0606
Year:	1999
Make:	FORD : Ford
Model:	F250 RCAB : FORD F250 REGUALR CAB
Color:	WHI : EQUIPMENT COLOR: WHITE
Location:	TALYOR
Meters:	M: 117479;
License:	757540
Title Information:	
VIN/Serial Number:	1FTNF20L1XED68470
Employee:	
Shop:	01 : REPAIR SHOP ID CODE
Site:	
Class:	B30Gas : Truck, Pickup, 3/4 Ton, Gas
Department:	210 : UNIFIED RD SYSTEMS
EAC:	8
Aquire Date:	03/03/1999
Aquire Cost:	17956.50
Service Date:	03/03/1999
Life Expectancy (Months):	96
Dispose Date:	
Dispose Cost:	0.00
Dispose Status:	
Trans Size:	E40D
Engine:	5.4L V-8
Tire Size 1:	235/85R16
Tire Size 2:	235/85R16
GVW:	8800
Fuel Types:	U,P,
Keys:	,
Misc.:	
Bill Code:	A
Comment1:	
Comment2:	
Comment3:	760S2D5790

Williamson County Vehicle Retirement Form

Identify Vehicle:

1FTNF20LXXED68466			#0600	
Vehicle Identification Number			Door Number	
758608	1999	FORD	F250 RCAB	WHITE
License Plate Number	Year	Make	Model	Color
URS CREW TRUCK			UNIFIED ROAD SYS	
Driver Assigned to Vehicle			Department	

Reason for Retirement:

- ☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report
- ☒ High Mileage: List actual mileage 105154
- ☐ Not mechanically sound _____
- ☒ Other: Explain 10 YEARS OLD, APPROVED FOR REPLACEMENT

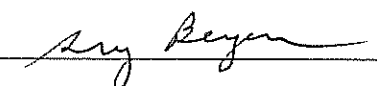
Method of Retirement: This vehicle is to be considered for: (Select one)

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

Elected Official/Department Head/Authorized Staff

Date 01 / 30 / 09

Print GREG BERGERON

Signature 

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

- ☐ Authorized Litigation & Insurance Release Form obtained
- ☒ Vehicle Marked for Auction and moved to Auction Yard
- ☒ Forward forms and reports to County Auditor's Office

Print Mike Fox

Signature 

Date 1, 30, 09

Auction Vehicles**Equipment Number 0600**

Company:	003
Equipment Number:	0600
Year:	1999
Make:	FORD : Ford
Model:	F250 RCAB : FORD F250 REGUALR CAB
Color:	WHI : EQUIPMENT COLOR: WHITE
Location:	EAST
Meters:	M: 105154;
License:	758608
Title Information:	
VIN/Serial Number:	1FTNF20LXXED6B466
Employee:	
Shop:	01 : REPAIR SHOP ID CODE
Site:	
Class:	B30Gas : Truck, Pickup, 3/4 Ton, Gas
Department:	210 : UNIFIED RD SYSTEMS
EAC:	8
Aquire Date:	03/03/1999
Aquire Cost:	17956.50
Service Date:	03/03/1999
Life Expectancy (Months):	96
Dispose Date:	
Dispose Cost:	0.00
Dispose Status:	
Trans Size:	E40D
Engine:	5.4L V-8
Tire Size 1:	235/85R16
Tire Size 2:	235/85R16
GVW:	8800
Fuel Types:	U,P,
Keys:	,
Misc.:	
Bill Code:	A
Comment1:	
Comment2:	TERRY FINN
Comment3:	481SVF6017

Williamson County Vehicle Retirement Form

Identify Vehicle:

1FTNF20L7YED55319

Vehicle Identification Number

#0642

Door Number

785226

License Plate Number

2000

Year

FORD

Make

F250 RCAB

Model

WHITE

Color

URS CREW TRUCK

Driver Assigned to Vehicle

UNIFIED ROAD SYS

Department

Reason for Retirement:

☐ Accident: Attach a Damage to County Property Incident Property Incident Report or the Official Accident Report

☒ High Mileage: List actual mileage 110108

☐ Not mechanically sound

☒ Other: Explain APPROVED FOR REPLACEMENT IN BUDGET

Method of Retirement: This vehicle is to be considered for: (Select one)

☒ **SALE** at the earliest auction

☐ **TRADE-IN** for new assets for the county

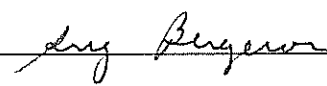
☐ **DONATION** to a non-county entity

☐ **SALVAGE** for parts

Elected Official/Department Head/Authorized Staff

Date 01 / 30 / 09

Print GREG BERGERON

Signature 

Forward to Fleet Services Manager - Mike Fox

For Fleet Services Use Only

☐ Authorized Litigation & Insurance Release Form obtained

☒ Vehicle Marked for Auction and moved to Auction Yard

☒ Forward forms and reports to County Auditor's Office

Print 

Signature 

Date 1, 30, 09

Auction Vehicles**Equipment Number 0642**

Company:	003
Equipment Number:	0642
Year:	2000
Make:	FORD : Ford
Model:	F250 RCAB : FORD F250 REGUALR CAB
Color:	WHI : EQUIPMENT COLOR: WHITE
Location:	TAYLOR
Meters:	M: 110108;
License:	785226
Title Information:	
VIN/Serial Number:	1FTNF20L7YED55319
Employee:	
Shop:	01 : REPAIR SHOP ID CODE
Site:	
Class:	B30Gas : Truck, Pickup, 3/4 Ton, Gas
Department:	210 : UNIFIED RD SYSTEMS
EAC:	8
Aquire Date:	05/12/2000
Aquire Cost:	18261.50
Service Date:	05/15/2000
Life Expectancy (Months):	96
Dispose Date:	
Dispose Cost:	0.00
Dispose Status:	
Trans Size:	E4SPD
Engine:	5.4L V-8
Tire Size 1:	235/85R16
Tire Size 2:	235/85R16
GVW:	8800
Fuel Types:	U,P,
Keys:	,
Misc.:	ULEV-CERT
Bill Code:	A
Comment1:	
Comment2:	
Comment3:	481SVX6138

Williamson County

Asset Status Change Form

The following asset(s) is(are) 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#	Condition of Assets (Working, Non-Working, Unknown)
1	Kensington USB keyboard			Working
11	Adesso USB keyboards			Working

Parties involved:

FROM (Transferor Department): County Clerk

**Transferor - Elected Official/Department Head/
Authorized Staff:**

Contact Person:

NANCY E. RISTER

Marilyn Cavender

Print Name

Print Name

Nancy E. Rister

+1 (512) 943-1549

Signature

Phone Number

Date January 30, 2009

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

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

Contact Person:

Jay Schade

Tammy McCulley

Print Name

Print Name

JPS

943-1455

Signature

Phone Number

Date 2/2/09

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 _____

Victim Assistance donations
Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Peggy Braun, Sheriff
Submitted For: Peggy Braun
Department: Sheriff
Agenda Category: Consent

Information

Agenda Item

Consider approving donations to Victim Assistance from GRC Wireless, Inc. (Shelter Alliance Cell Phone Fundraiser) in the amount of \$ 165.00 and \$222.50.

Background

Two (2) checks from GRC Wireless, Inc.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Peggy Braun Started On: 02/09/2009 09:52 AM

Final Approval Date: 02/09/2009

Approve Leo Enriquez for open deputy position for Constable Pct 2
Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Randolph Doyer, Constable Pct. #2
Submitted For: Randolph Doyer
Department: Constable Pct. #2
Agenda Category: Consent

Information

Agenda Item

Consider approving Leo Enriquez for open deputy position for Constable Pct 2.

Background

Judge and Commissioners,

I am very honored to introduce our latest team member to the Pct 2 Constable's Office. I will be respectfully asking for your approval on Tuesday, February 17, 2009 to approve Leo Enriquez. Below is the background information on Mr. Enriquez to aid in your decision. This is for an open position that has been approved in our budget. (Routine process by statute for new hires.)

Mr. Enriquez recently retired with Austin Police Department with an impressive career of 26 years. His last position at Austin Police Department was Assistant Chief under Chief Art Acevedo; with originally appointed to Assistant Chief under Chief Kathy Ellison. Mr. Enriquez served his country with the United States Air Force as a Security Police Officer for 13 years prior to him starting his career with the Austin Police Department.

While working with the Austin Police Department, Mr. Enriquez was awarded the Meritorious Service Medal, a Honorable Conduct Citation, an Outstanding Achievement Award through the 100 Club, a Community Service Bar, a Certificate of Distinction, a City of Austin Basics Award, a Texas DARE Institute Top Team Member Award, a Safe Driving Bar with 3 clusters, and 48 Personal Commendations.

Mr. Enriquez has served in other areas of leadership to include the Austin Police Officers Association Board of Directors and was a Meet and Confer Negotiation Team Member for the Association as well. He has also be involved with the McNeil High School Booster Club, the Capital Area Drug Resistance Education Board, and was an advisory board member for the City of Austin Parks and Recreation Board. He is currently involved with the Amigos En Azul Hispanic Police Officers Association.

Throughout his career, he held the positions of Commander for the Northwest Area

Command, Northeast Command Support Lieutenant, Sergeant, a Detective within the Robbery Unit, Court Liaison, and Patrol Officer.

Mr. Enriquez's certifications include: Certified Public Manager- which he obtained in December 2000 from Southwest Texas State University. He has been a Dare Instructor, TCLEOSE Instructor, and is a graduate of the Tactical Air Command Noncommissioned Officers Leadership School. He has had his Master Peace Officer license since 1998.

He is presently enrolled at Texas State University working to complete his Bachelors of Arts and Science degree. He currently has an Associate's Degree in Criminal Justice from ACC and has over 3700 hours in law enforcement training.

Thanks in advance for the consideration and should you need additional information, please do not hesitate to contact me.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Randolph
Doyer

Started On: 02/12/2009 11:20
AM

Final Approval Date: 02/12/2009

CapMetro update

Commissioners Court - Regular Session

Date: 02/17/2009

Submitted By: Grimes Kathy, Commissioner Pct. #2

Department: Commissioner Pct. #2

Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear presentation and update on activities by CapMetro.

Background

Mayor Cowman and/or staff will be presenting to the Court an update on CapMetro activities.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Grimes Kathy Started On: 01/16/2009 04:15 PM

Final Approval Date: 01/22/2009

Public Hearing for Kauffman Loop
Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Regular Agenda Items

Information

Agenda Item

10:00 Public Hearing to change the name of the east and west section of CR268 beginning at W SH29 to Kauffman Loop.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Terri Countess Started On: 02/04/2009 12:54 PM
Final Approval Date: 02/04/2009

Changing the name of the east and west section of CR268 beginning at W SH29 to Kauffman Loop.

Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Terri Countess, Commissioner Pct. #3
Submitted For: Valerie Covey
Department: Commissioner Pct. #3
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take action on changing the name of the east and west section of CR268 beginning at W SH29 to Kauffman Loop.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Terri Countess Started On: 02/04/2009 12:57 PM

Final Approval Date: 02/04/2009

PBS&J SH 45/O'Connor Dr. PSA
Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Contract Oversight:
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving PBS&J's Professional Service Agreement (PSA) for the SH 45/O'Connor Drive Road Bond project

Background

Fiscal Impact

From/To	Acct No.	Description	Amount
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Attachments

Link: [PBS&J SH45-O'Connor Dr. PSA](#)

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		Hal Hawes	Hal Hawes	02/09/2009 04:45 PM	APRV
2		Jim Gilger	Jim Gilger	02/09/2009 04:47 PM	APRV
3		County Judge Exec Asst. Wendy Coco	Wendy Coco	02/10/2009 10:32 AM	APRV

Form Started By: Marie Walters
Started On: 02/09/2009 04:28 PM

Final Approval Date: 02/10/2009

Contract No. SH45-O'Connor Dr. (CSJ 0683-06-014)



Checklist

Prior to Initiation of Work

- ☒ Signed and Executed Agreement
- ☒ Scope of Services – Appendix A
 - ☐ Exhibit A – Services to be provided by County
 - ☐ Exhibit B – Services to be provided by Engineer
 - ☐ Exhibit C – Work Schedule
 - ☐ Exhibit D – Fee Schedule
- ☒ Production Schedule – Exhibit IV
- ☒ Hourly Rates of Engineer – Exhibit II
- ☒ Work Authorization - Attachment A to Exhibit I
 - ☐ Supplemental Work Authorization for Additional Work (if applicable)
- ☐ Data to be provided to Engineer by County
 - ☐ Plans
 - ☐ Maps
 - ☐ Studies
 - ☐ Reports
 - ☐ Field Notes
 - ☐ Statistics
 - ☐ Computations
 - ☐ Other: _____
- ☒ Contractors Qualification Statement – Appendix B
- ☒ Insurance *pr-qualification*
 - ☐ Worker's Compensation
 - ☐ Commercial General Liability Insurance
 - ☐ Automobile Liability Insurance
 - ☐ Professional Liability Errors and Omissions Insurance
 - ☐ Self Insurance Documentation
 - ☐ Insurance Certificates for Subcontractors and/or Sub-consultants
 - ☐ Approval of Insurance by County

Course of Work

- ☐ Original Engineering Work Product submittal
- ☐ "Completed" Engineering Work Product
- ☐ "Accepted" Engineering Work Product
- ☐ Modifications and/or Changes for Approval of Engineering Work Product
- ☐ "Approved" Engineering Work Product
- ☐ Revisions to Work Product
- ☐ Seal of Endorsement on all Engineering Work Product
- ☐ Data necessary for applications or documentation for permits and/or grants to be provided by Engineer to County

Notices (as applicable)

Contract No. SH45-O'Connor Dr. (CSJ 0683-06-014)

- ☐ Notice of Suspension
- ☐ Notice of Reinstatement
- ☐ Notice of Termination
- ☐ Notice of Staffing Changes
- ☐ Written Report of Accident

Documentation for Payment

- ☒ Internal Revenue Form W-9 *on file*
- ☐ Invoice for Services Rendered
 - Supporting Documentation
 - Report of Completion Percentage
- ☐ Invoice for Reimbursables
 - Proof of prior payment by Engineer of Reimbursables

PROFESSIONAL SERVICES AGREEMENT

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Contract No. SH45-O'Connor Dr. (CSJ 0683-06-014)

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

This Professional Services Agreement (**the "Agreement"**) is made and entered into this day by and between Williamson County, Texas, a political subdivision of the State of Texas, (**the "County"**) and PBS&J (**the "Engineer"**).

WHEREAS, **County** proposes to construct a multi-lane roadway;

WHEREAS, **County** desires to obtain professional services for Plans, Specifications, and Estimates (**the "Project"**);

WHEREAS, **Engineer** has the professional ability and expertise to fulfill the requirements of the **Project**, and to counsel **County** in the selection and analysis of cost-effective alternatives.

NOW, THEREFORE, **County** and **Engineer** agree to the performance of the professional services by **Engineer** and the payment for these services by **County** as set forth herein.

Section I
Employment of the Engineer

County agrees to employ **Engineer** and **Engineer** agrees to perform professional engineering services for the **Project** as stated in the Sections to follow. As a condition to employment, it is specifically agreed that any disputes arising hereunder shall be submitted to the County Judge or his designee and/or agent as designated in the Scope of Services in Appendix A, or as otherwise designated (**individually or collectively the "County Judge"**). The **County Judge** shall have complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Williamson County Commissioners Court shall be final and binding, subject to any civil remedies otherwise deemed appropriate by the parties hereto.

Section II
Basic Services of the Engineer

- A. In consideration of the compensation herein provided, **Engineer** shall perform professional engineering services for the **Project**, which are acceptable to the **County Judge**, based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement. **Engineer** shall also serve as **County's** professional engineer in those phases of the **Project** to which this Agreement applies and will consult with and give advice to **County** during the performance of **Engineer's** services.
- B. **Engineer** shall not commence work until **Engineer** has been thoroughly briefed on the scope of the **Project** and has been notified in writing by the **County Judge** to proceed, as evidenced by a Work Authorization substantially in the form of Attachment A to Exhibit I.

- C. **County** shall provide **Engineer** with all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular **Project** at no cost to **Engineer**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Engineer**.
- D. **Engineer** shall perform the following Basic Scope of Services:
1. The basic Scope of Services shall generally consist of all elements of work, materials and equipment required for the development of the **Project**, including any Public Hearings, satisfactory to the **County Judge** and the County's Commissioners Court, in accordance with the requirements, policies, and general practices of Williamson County.
 2. The following documents shall be used in the development of the **Project**:
 - a. TxDOT 2003 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, including latest revisions
 - b. Texas Department of Transportation Construction Manual, latest edition
 - c. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets, and Bridges, 2004 (English units)
 - d. National Environmental Policy Act (NEPA)
 - e. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes, Effective April 4, 1994, including latest revisions
 - f. Americans with Disabilities Act (ADA) Regulations
 - g. U.S. Army Corps Regulations
 - h. Southern Building Code, latest edition
 - i. Uniform Building Code. Note: Williamson County will use the 1997 Uniform Building Code (May 1, 1997), including latest revisions, as a guide for design.
 - j. National Electrical Code, latest edition
 - k. Williamson County Design Criteria & Project Development Manual, latest edition
 - l. TxDOT Bridge Division Foundation Manual, latest edition
 3. Design Criteria Order of Precedence: Design Criteria for the **Project** development shall be according to the following descending order of precedence: Williamson County Design Criteria, Texas Department of Transportation Standards and Specifications, local City standards and specifications.
 4. As part of the Scope of Services, **Engineer** shall submit its work products to **County** for review at regular intervals.
 5. The detailed Scope of Services for the **Project** is set forth herein as Appendix A to this Agreement, and is expressly incorporated and made a part hereof.

Section III
Fee schedule

- A. For and in consideration of the performance by **Engineer** of the work described in the Scope of Services, **County** shall pay and **Engineer** shall receive the fee set forth in Exhibit I. The fee is based upon the hourly rates set forth in Exhibit II. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by **Engineer** on a monthly basis and are due upon presentation of all items required hereunder, and shall be considered past due if not paid within thirty (30) calendar days of the due date.
- B. For the performance of services not specifically described in the Scope of Services **Engineer** shall receive the additional services compensation described in Exhibit III, which is attached hereto and made a part hereof. In the event of any dispute over the classification of **Engineer's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **Engineer**.

Section IV
Period of Service

- A. **Engineer** shall perform the professional services described in Appendix A, the Scope of Services, in accordance with the Production Schedule attached hereto as Exhibit IV and made a part hereof.
- B. This Agreement shall become effective upon the date approved by **County** and will remain in full force and effect for the period required for the design, construction contract award and construction of the **Project**, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. **Engineer** shall complete all design work as described in the Scope of Services within 183 calendar days from receipt by **Engineer** of **County's** written Work Authorization and in accordance with the production timeline included in the Scope of Services. ✓
- C. Neither **Engineer** nor **County** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond **Engineer's** or **County's** reasonable control. Upon the discovery of such an event, **Engineer** shall notify **County**, and attend a special meeting with the **County Judge** to propose a program for a solution to the problem, and, if necessary, to establish an estimated period of time of suspension or extension of the work. A written request for an extension of time, when properly documented and justified by the circumstances, will be granted by the **County Judge**.
- D. **County** may suspend the work at any time for any reason without terminating this Agreement by giving written Notice of Suspension and the work may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of receipt by **Engineer** of written Notice of Reinstatement from **County**. **Engineer**, upon receipt of a Notice of Suspension shall follow the procedures described in the attached Exhibit V, which is attached hereto and made a part hereof. In the event such suspension of the **Project** or the **Engineer's** services hereunder extends for a period of ninety (90) days or more, consecutive

or in the aggregate, **Engineer** may terminate this Agreement in writing and such termination shall be treated as a Notice of Termination as provided herein.

- E. Either party may terminate this Agreement for the substantial failure of the other party to perform in accordance with the terms of this Agreement (the substantiality of such failure to be based on standard engineering practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may unilaterally terminate this Agreement for reasons other than substantial failure by **Engineer** to perform by delivering a written Notice of Termination which shall take effect on the tenth day following **Engineer's** receipt of same. If mutually agreed upon, the obligation to provide services under this Agreement may be terminated without cause upon thirty (30) days written notice. **Engineer** shall follow the procedures specified in Exhibit V upon issuance or receipt of such notice. In the event of termination of this Agreement because of the substantial failure of **Engineer** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Engineer** shall be liable for any additional costs incurred by **County**.
- F. **Engineer** specifically acknowledges that **County** will sustain damages for each day beyond the required dates of completion of the Preliminary and Design Phases as defined in the Scope of Services that the work has not been accepted and approved. Because of the impracticality and extreme difficulty of fixing and ascertaining **County's** actual damages, **Engineer** agrees that one-hundred and No/100 Dollars (\$100.00) per day shall be retained by **County** from any amounts due **Engineer** for every day that **Engineer** does not meet the production requirements set forth in Exhibit IV. ✓
- G. Periods of time (i) during which a Notice of Suspension is in effect, or (ii) during which a submitted and complete engineering work product is in technical review, as described in Section VI, or (iii) during which a delay directly related to matters described in section IV(C) above, shall not be taken into account in computing the amount of liquidated damages. In the event that an engineering work product received by **County** is found to be incomplete, as defined in Section VI, Paragraph B, the period of time from the original submittal of the engineering work product to the receipt of subsequent submittal necessary to produce a completed submittal will be taken into account in computing the number of days and the amount of liquidated damages
- H. All references to time in this Agreement shall be measured in calendar days unless otherwise specified.

Section V Coordination with the County

- A. The **County Judge** will act on behalf of **County** with respect to the work to be performed under this Agreement. The **County Judge** shall have complete authority to interpret and define **County's** policies and decisions with respect to **Engineer's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Engineer** shall not commence work on any phase of the **Project** until a thorough briefing on

the scope of the **Project** is received and a written Work Authorization is issued by the **County Judge** in substantially the form of Attachment A to Exhibit I.

- C. **Engineer** shall furnish all available data and reasonable assistance necessary for the development of applications or supporting documentation for any permits, grants, or planning advances as applicable to the professional services to be rendered pursuant to this Agreement, provided that **Engineer** shall not be obligated to develop additional data, appear at hearings, or prepare extensive reports, unless compensated for such work under other provisions of this Agreement.
- D. **Engineer** shall have the responsibility at all times under the terms of this Agreement to advise **County** whether in **Engineer's** judgment it is feasible to proceed with the recommendations given any constraints affecting the **Project**.
- E. **Engineer** shall cooperate and coordinate with **County's** staff, and other engineers and contractors as reasonable and necessary and as required by the **County Judge**.

Section VI **Review of Work Product**

- A. **Engineer's** engineering work product will be reviewed by **County** under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "engineering work products"), shall be submitted by **Engineer** on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the engineering work products, the submission shall be checked for completion. "Completion" shall be defined as: all of the required items (as defined by the scope of services described herein) have been included in the engineering work products in compliance with the requirements of this Agreement. The completeness of any engineering work product submitted to **County** shall be determined by **County** within thirty (30) days of such submittal and **County** shall notify **Engineer** in writing within such 30-day period if such work product has been found to be incomplete.
- C. If the submission is complete, **County** shall notify **Engineer** and **County's** technical review process will begin.
- D. If the submission is incomplete, **County** shall notify **Engineer**, who shall perform such professional services as are required to complete the work and resubmit it to **County**. This process shall be repeated until a submission is complete.
- E. **County** shall review the completed work for compliance with the scope of work. If necessary, the completed work shall be returned to **Engineer**, who shall perform any required work and resubmit it to **County**. This process shall be repeated until the work is accepted. "Acceptance" shall mean that in the **County Judge's** opinion substantial compliance with the requirements of this Agreement has been achieved.
- F. After acceptance, **Engineer** shall perform any required modifications, changes, alterations,

corrections, redesigns, and additional work necessary to receive final approval by the **County Judge**. "Approval" in this sense shall mean formal recognition that the work has been fully carried out.

- G. After approval of final engineering work products, **Engineer** shall without additional compensation perform any work required as a result of **Engineer's** development of the products which is found to be in error or omission due to **Engineer's** negligence. However, any work required or occasioned for the convenience of **County** after approval of a final product shall be paid for as Additional Services.
- H. In the event of any dispute over the classification of **Engineer's** work products as complete, accepted, or approved under this Agreement, the decision of the **County Judge** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII

Revision to Work Product

Engineer shall make without expense to **County** such revisions to the work product as may be required to correct negligent errors or omissions so the work product meets the needs of **County**, but after the approval of the work product any revisions, additions, or other modifications made at **County's** request which involve extra services and expenses to **Engineer** shall entitle **Engineer** to additional compensation for such extra services and expenses, provided however, that **Engineer** agrees to perform any necessary corrections to the work products, which are found to be in negligent error or omission as a result of the **Engineer's** development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by **Engineer** to revise the plans in order to make the **Project** constructible, **Engineer** shall do so without additional compensation. In the event of any dispute over the classification of **Engineer's** services as Basic or Additional Services under this Agreement, the decision of the **County Judge** shall be final and binding on **Engineer**, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII

Engineer's Responsibility and Liability

- A. **Engineer** covenants to undertake no task in which a professional license or certificate is required unless he or someone under his direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, **Engineer** shall inform **County** of such event within five working days.
- B. **Engineer** shall be responsible for conformance with applicable federal and state laws, county permitting requirements, and city ordinances currently in effect, except as otherwise directed by the **County Judge** regarding county permitting or similar requirements properly waivable by the **County Judge**.
- C. Acceptance and approval of the final plans by **County** shall not release **Engineer** of any responsibility or liability for the accuracy and competency of his designs, working drawings,

specifications, or other documents or work performed under this Agreement. Neither acceptance nor approval by **County** shall be an assumption of responsibility or liability by **County** for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by **Engineer**.

- D. **ENGINEER SHALL INDEMNIFY AND HARMLESS COUNTY, ITS OFFICIALS AND EMPLOYEES FROM AND AGAINST ALL 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 ENGINEER OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, ENGINEER SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONTRACTORS.** ✓
- E. **Engineer's** opinions of probable **Project** cost or construction cost represent **Engineer's** professional judgment as a design professional familiar with the construction industry, but **Engineer** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from **Engineer's** opinions of probable cost.
- F. **Engineer** shall perform all services and responsibilities required of **Engineer** under this Agreement using at least that standard of care which a reasonably prudent engineer in Texas, who is licensed by the State Board of Engineers, or the State Board of Registered Professional Surveyors, as applicable, would use in similar circumstances.
- G. **Engineer** represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for performance of the services required under this Agreement and that **Engineer** shall furnish and maintain, at its own expense, adequate and sufficient personnel and equipment, in the reasonable opinion of **County**, to perform the services when and as required and without delays. It is understood that **County** will approve assignment and release of all key **Engineer** and professional personnel.
- H. All employees of **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of **Engineer**, who in the opinion of **County** is incompetent or whose conduct becomes detrimental to the work or coordination with **County**, shall upon **County's** and/or **County Judge's** request be immediately removed from association with the **Project**.
- I. **Engineer** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. **Engineer** shall place his Texas Professional Engineer's seal of endorsement on all documents and engineering data furnished to **County**, as required by law.
- K. **Engineer** is an independent contractor under this Agreement. Neither he nor any officer, agent or employee of **Engineer** shall be classified as an employee of **County**.

Section IX Ownership of Documents

- A. Any and all documents, including the original drawings, estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by **Engineer** are the property of **County** and upon completion of the work or termination of this Agreement or as otherwise instructed by **County** and/or **County Judge**, shall be delivered to **County** in an organized fashion with **Engineer** retaining a copy.
- B. Any reuse by **Engineer** of any such documents described in subsection A above, without the specific written consent of **County** shall be at **Engineer's** sole risk and without liability or legal exposure to **County**. Should **Engineer** be terminated, **Engineer** shall not be liable for **County's** use of partially completed designs, plans, or specifications on this **Project** or any other project, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by **Engineer**, or Surveyor, as applicable, as specified by professional standards.
- C. **Engineer** will not be responsible for any use or any modifications to the plans and documents described in subsection A performed by any entity other than Williamson County, and **County's** respective engineers and contractors, without the specific written consent of **Engineer**. Any modification as described in this paragraph shall be made in accordance with all applicable professional standards.

Section X Maintenance of and Right of Access to Records

- A. **Engineer** agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the **Project**, together with documentation of evaluations and study results for a period of three (3) years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- B. **Engineer** further 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 **Engineer**, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. **Engineer** agrees that **County** shall have access during normal working hours to all necessary **Engineer** 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 **Engineer** reasonable advance notice of intended audits.
- C. **Engineer** further agrees to include in all its sub-consultant agreements hereunder a provision to the effect that the sub-consultant agrees that **County** shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and photocopy any directly pertinent books, documents, papers and records of such sub-consultant, involving transactions to the subcontract, and further, that **County** shall have access during

normal working hours to all sub-consultant facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this section together with subsection (D) hereof. **County** shall give sub-consultant reasonable advance notice of intended audits.

- D. **Engineer** and sub-consultant agree to photocopy such documents as may be requested by **County**. **County** agrees to reimburse **Engineer** for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

Section XI Miscellaneous

- A. **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.
- B. **Venue and Governing Law.** It is contemplated that this Agreement shall be performed in Williamson County, Texas, and the venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- C. **Equal Opportunity in Employment.** **Engineer** agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit VI, which is attached hereto and made a part hereof.
- D. **Certificate of Engineer.** **Engineer** certifies that neither **Engineer** nor any members of **Engineer's** firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for **Engineer**) to solicit or secure the work provided by the Agreement.
 - (2) Agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person other than in connection with carrying out the work to be performed under this Agreement.
 - (3) Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for **Engineer**) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Engineer further agrees that this certification may be furnished to any local, state or federal

governmental agencies in connection with this Agreement and for those portions of the **Project** involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.

- E. **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:

ENGINEER: PBS&J
6504 Bridge Point Pkwy, Suite 200
Austin, TX 78730
Attn: Thomas Lowe, P.E.

COUNTY: Williamson County Judge
Dan 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. St., Box #7
Georgetown, Texas 78626
Attn: File No. _____

and to: Prime Strategies, Inc.
1508 South Lamar Blvd.
Austin, Texas 78704
Attn: Michael Weaver

and to: HNTB
14 Galloping Road
Round Rock, Texas 78681
Attn: ~~Mike Snare, P.E.~~

and to: James Klotz, PE

- F. **Insurance Requirements.** **Engineer** agrees during the performance of the services under this Agreement to comply with the INSURANCE REQUIREMENTS provisions described in Exhibit VII, which is attached hereto and made a part hereof.

- G. **Property Taxes.** Notwithstanding anything to the contrary herein, to the extent **County** becomes aware that **Engineer** is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, **Engineer** hereby assigns any payments to be made for services rendered hereunder to the Williamson County Tax

Assessor-Collector for the payment of said delinquent taxes. Notwithstanding the above, **County** shall not have an affirmative duty to determine if **Engineer** is delinquent in the payment of property taxes.

- H. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of **County** and **Engineer** and their respective successors, executors, administrators, and assigns. Neither **County** nor **Engineer** may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.
- I. **Bidding Exemption.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- J. **Taxpayer Identification.** **Engineer** shall provide to **County Judge** upon submittal of **Engineer's** initial invoice requesting payment Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.
- K. **Compliance with Laws.** **Engineer** shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required, the **Engineer** shall furnish the **County** with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.
- L. **Reports of Accidents.** Within 24 hours after **Engineer** becomes aware of the occurrence of any accident or other event which results in, or might result in, injury to the person or property of any third person (other than an employee of the **Engineer**), whether or not it results from or involves any action or failure to act by the **Engineer** or any employee or agent of the **Engineer** and which arises in any manner from the performance of this Agreement, the **Engineer** shall send a written report of such accident or other event to the County, setting forth a full and concise statement of the facts pertaining thereto. The **Engineer** shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon the **Engineer**, its agents, employees, or representatives, or received by it or them, in connection with any matter before any court arising in any manner from the **Engineer's** performance of work under this Agreement.
- M. **Definition of Engineer.** The term "**Engineer**" as used herein is defined as including Registered Professional Surveyors, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Professional Surveyor shall relate to those standards promulgated by the State Board of Registered Professional Surveyors.
- N. **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.

- O. ***Incorporation of Exhibits and Attachments.*** All of the Exhibits and Attachments, and Appendices referred to in the Agreement are incorporated by reference as if set forth verbatim herein.
- P. ***Entity Status.*** By my signature below, I certify that ***Engineer*** is a Florida Corporation ✓
duly authorized to transact and do business in the State of Texas.
- Q. ***Construction.*** Each party hereto acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
- R. ***Independent Contractor Relationship.*** Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- S. ***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 or employees, nor to create any legal rights or claim on behalf of any third party. ***County*** does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- T. ***Interest and Late Payments.*** ***County's*** payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by ***County*** within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by ***County*** in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of ***County's*** fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, ***County*** shall notify the party requesting payment of such an invoice of the discrepancy. Following ***County's*** notification of any discrepancy as to an invoice, the party requesting payment must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. ***County*** shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. ***County's*** payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's

receipt of the corrected or revised invoice.

- U. **Texas Public Information Act.** To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 *et seq.*, as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that **County**, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to **County** as to whether or not the same are available to the public. It is further understood that **County's** officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that **County**, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to **County** by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.
- V. **Acknowledgement.** As a duly authorized representative of **Engineer**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Engineer** has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.
- W. **Governing Terms and Conditions.** If there is an irreconcilable conflict between the terms and conditions set forth in Sections I. through XI. of this Agreement and the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement, the terms and conditions set forth in Sections I. through XI. of this Agreement shall control over the terms and conditions set forth in any Exhibit, Appendix or Attachment to this Agreement.
- X. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between **County** and **Engineer** and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both **County** and **Engineer**. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COUNTY COMMISSIONERS COURT.

EXECUTED this _____ day of _____, 200____.

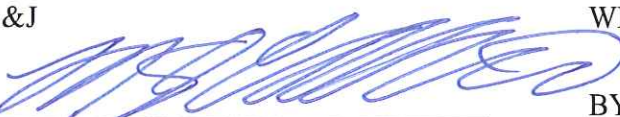
OK
my

THE ENGINEER:

PBS&J

WILLIAMSON COUNTY:

BY:



BY:

January 9, 2007 Commissioner Court Approved

14 of 28 Pages

Printed Name: Max D. Crumit, P.E.

Williamson County Judge

Title: Executive Vice President

Reviewed as to Form By:

Assistant County Attorney

Funds Verified By:

County Contracts
Management Auditor

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

ACTUAL COST OF SERVICES METHOD

[Note: A separate Compensation Agreement will be attached for Compensation on a Work-Order Basis]

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The not-to-be-exceeded fee for the performance of the Scope of Services described in the Agreement shall be the sum of \$ 1,439,860.53.
- 1.2 The basis of compensation for the services of principals and employees engaged in the performance of the work shall be the hourly rates set forth in attached Exhibit II.
- 1.3 *Engineer* shall be reimbursed for actual non-labor and subcontract expenses incurred in the performance of the services under this Agreement at the *Engineer's* invoice cost.

SECTION 2 - NOT-TO-BE-EXCEEDED FEE

- 2.1 *Engineer* and *County* acknowledge the fact that the not-to-be-exceeded fee is the total estimated costs of services to be rendered under this Agreement. This not-to-be-exceeded fee is based upon the labor and non-labor costs set forth in Exhibit II to this Agreement and described above, estimated to be required in the performance of the various phases of work provided for under this Agreement. Should the actual costs of the services rendered under this Agreement be less than such estimated cost, then *Engineer* shall receive compensation for only those services actually rendered.

SECTION 3 – WORK AUTHORIZATIONS

- 3.1 *County* will prepare and issue Work Authorizations, in the form identified and attached hereto as Attachment A to authorize the *Engineer* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks and milestones, a work schedule for the tasks, and a fee amount agreed upon by the *County* and *Engineer*. The amount payable for a Work Authorization shall be supported by the estimated cost of each work task as described in the Work Authorization. The Work Authorization will not waive the *Engineer's* responsibilities and obligations established in this Agreement. The executed Work Authorizations shall become part of this Agreement.
- 3.2 Work included in a Work Authorization shall not begin until *County* and *Engineer* have signed the Work Authorization. All work must be completed on or before the completion date specified in the Work Authorization. The *Engineer* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Engineer* from costs or liabilities resulting from delays in completion of the Work Authorization. Any changes in the Work Authorization shall be

enacted by a written Supplemental Work Authorization before additional work may be performed or additional costs incurred. Any Supplemental Work Authorization must be executed by both parties within the period specified in the Work Authorization. The **Engineer** shall not perform any proposed work or incur any additional costs prior to the execution, by both parties, of a Supplemental Work Authorization.

SECTION 4 - ADDITIONAL SERVICES

- 4.1 For additional services, compensation shall be negotiated in accordance with Exhibit III.
- 4.2 **Engineer** shall be compensated for extra services not included in the Scope of Services described in the Agreement on the basis specified in Exhibit III; however, **Engineer** shall not be compensated for work made necessary by **Engineer's** negligent errors or omissions.
- 4.3 The maximum amount payable under this Agreement without modification (the "**Compensation Cap**") is \$ 1,439,860.53, provided that any amounts paid or payable shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto. In no event may the aggregate amount of compensation authorized under Work Authorizations and Supplemental Work Authorizations exceed the **Compensation Cap**.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, **Engineer** shall provide **County Judge** with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification that is complete in compliance with the Internal Revenue Code, its rules and regulations.
- 5.2 All invoices submitted to **County Judge** will be accompanied by an original, complete packet of supporting documentation. Invoices should detail hours worked by staff person, with a description of the work performed by individuals. Invoices should also contain a representation of the percentage of completion relative to that segment of the **Project**.
- 5.3 For additional services performed pursuant to Section III B of this Agreement, a separate invoice or itemization of this work will be presented with the same requirements for supporting documentation as in Section 5.2 of this Exhibit.
- 5.4 Invoices requesting reimbursement for expenditures related to the project (reimbursables) must be accompanied by copies of the provider's invoice which was previously paid by **Engineer**.

ATTACHMENT A

WORK AUTHORIZATION NO. 1

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and PBS&J (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

Plans, Specifications, and Estimates (See Exhibits A, B, C, & D)

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$ 1,439,860.53.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on October 31st, 2009, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

Part 6. This Work Authorization is hereby accepted and acknowledged below.

EXECUTED this ____ day of _____, 200__.

ENGINEER:

[Insert Company Name HERE]

By: _____

Signature

Max D. Crumit, P.E.

Printed Name

Executive Vice President

Title

COUNTY:

Williamson County, Texas

By: _____

Signature

Printed Name

County Judge

Title

OK
m

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II
HOURLY RATES

1. Senior Project Manager.....	\$ 52.00
2. Project Manager.....	\$ 44.00
3. Admin/Clerical.....	\$ 23.00
4. Senior Engineer IV.....	\$ 71.00
5. Senior Engineer III.....	\$ 53.00
6. Senior Engineer II.....	\$ 48.00
7. Senior Engineer I.....	\$ 37.00
8. Engineer I, II, & III.....	\$ 32.00
9. Senior Technical Coordinator II.....	\$ 43.00
10. Senior Scientist IV.....	\$ 58.00
11. Senior Scientist I & II.....	\$ 35.00
12. Senior Surveyor IV.....	\$ 54.50
13. Senior Surveyor III.....	\$ 44.50
14. Senior Estimator/Scheduler II.....	\$ 40.00
15. CADD Designer.....	\$ 36.00
16. Senior CADD Technician.....	\$ 27.00
17. Senior Field Representative I & II.....	\$ 24.50
18. 3-Person Field Crew.....	\$ 175.00

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. The fees described in Exhibits I and II to this Agreement shall provide compensation to ***Engineer*** for the work described in the Basic Scope of Services of the Agreement.
2. For the performance of work not described in the Basic Scope of Services of the Agreement, ***County*** shall pay and ***Engineer*** shall receive, under a negotiated contract modification, compensation based upon the method and rates set forth in Exhibits I and II to the Agreement.
3. The performance of any additional services must be authorized in writing in advance by the ***County Judge***.
4. In the event of any dispute over the classification of ***Engineer's*** services as either basic or additional services, the decision of the ***County Judge*** shall be final and binding.

EXHIBIT IV

PRODUCTION SCHEDULE

This Agreement shall become effective upon the date approved by ***County*** and will remain in full force and effect for the period required for the design, construction contract award and construction of the ***Project***, including warranty periods and any extensions of time, unless terminated earlier as provided for herein. ***Engineer*** shall complete all design work as described in the Scope of Services within the timeline and/or schedule provided in the Scope of Services.

The number of days expiring from the date of submittal to ***County*** of a complete work product to the date the review is finished and comments returned to ***Engineer*** shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for **Engineer** to follow upon receipt of Notice of Termination:

1. Upon receipt of a Notice of Termination and prior to the effective date of the termination, **Engineer** shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of the Notice of Termination, **Engineer** shall submit a statement, showing in detail the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the effective date of termination shall be delivered to **County** as a pre-condition to final payment.
3. Upon the above conditions being met, **County** shall pay **Engineer** for approved services actually performed under this Agreement, less previous payments.
4. Failure by **Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Engineer** of any and all rights or claims to collect the fee that **Engineer** may rightfully be entitled to for services performed under this Agreement.

Procedures for **Engineer** to follow upon receipt of Notice of Suspension:

1. Upon receipt of a Notice of Suspension and prior to the effective date of the suspension, **Engineer** shall, unless the Notice otherwise directs, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the effective date of suspension. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to **County**, but shall be retained by **Engineer** unless requested by **County**.
2. During the period of suspension, **Engineer** may submit the above-referenced statement to **County** for payment of the approved services actually performed under this Agreement, less previous payments.

Procedures for **Engineer** to follow upon exercise of right to terminate for substantial failure of **County** to perform:

1. In the event that **Engineer** exercises such right to terminate, within thirty (30) days after receipt by **County** of **Engineer's** Notice of Termination, **Engineer** shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
2. Copies of all completed or partially completed reports, designs, plans, studies, specifications and other work product shall be delivered to **County** as a pre-condition to final payment. Upon the above conditions being met, **County** shall pay **Engineer** for approved services actually performed under this Agreement, less previous payments.
3. Failure by **Engineer** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by **Engineer** of any and all rights or claims to collect the fee that **Engineer** may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. **Engineer** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. **Engineer** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation, and selection for training, including apprenticeship. **Engineer** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. **Engineer** will, in all solicitations or advertisements for employees placed by or on behalf of **Engineer**, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. **Engineer** will send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of **Engineer's** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. **Engineer** will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor. In the event that federal financial assistance is provided for the **Project**, **Engineer** shall comply with 49 CFR 26, TxDOT's Disadvantaged Business Enterprises Program and any Memorandum of Understanding between the **County** and TxDOT pertaining to such Disadvantaged Business Enterprise Program.
- E. **Engineer** will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of **Engineer's** non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and **Engineer** may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. **Engineer** will include the provisions of paragraph (A.) through (F.) in every

subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60), so that such provisions will be binding upon each subcontractor or vendor. **Engineer** will take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance: provided, however, that in the event **Engineer** becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by **County** or Federal Agency, **Engineer** may request **County** and United States to enter into such litigation to protect the interest of the United States.

EXHIBIT VII

INSURANCE REQUIREMENTS

During the life of this Agreement, **Engineer** agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$ 1,000,000 per occurrence and \$ 2,000,000 in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$ 1,000,000 per occurrence and \$ 1,000,000 in the aggregate. **Engineer** shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$ 2,000,000.
- E. In the event **Engineer** is self-insured in connection with any or all of the above-required insurance policies, **Engineer** shall submit proof of such self-insurance and all financial statements as reasonably required by the **County** in order to determine the acceptability of such self-insurance.

Engineer shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance or self-insurance has been approved by **County**. **Engineer** shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained and approved. Approval of the insurance by **County** shall not relieve or decrease the liability of **Engineer** hereunder.

The required insurance must be written by a company approved to do business in the State or Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. **Engineer** shall furnish **County** with a certification of coverage issued by the insurer. **Engineer** shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the **County** and the **County Judge**, and agreed to and hereby acknowledged by the **Engineer**, that no provision of this Professional Services Agreement shall be construed to require the **County** or the **County Judge** to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this Agreement.

APPENDIX A

SCOPE OF SERVICES

THE ATTACHED SCOPE OF SERVICES IS INTENDED TO BE CONSISTENT WITH THE WILLIAMSON COUNTY PROFESSIONAL SERVICES AGREEMENT. TO THE EXTENT THE SCOPE IS INCONSISTENT WITH THE PROFESSIONAL SERVICES AGREEMENT, THE PROFESSIONAL SERVICES AGREEMENT WILL SUPERSEDE THE SCOPE AND WILL BE CONTROLLING.

THE ENGINEER SHALL PROVIDE EXPERT TESTIMONY IN ANY ADMINISTRATIVE OR COURT PROCEEDINGS THROUGH AN APPROPRIATE ENGINEERING PROFESSIONAL TO BE DETERMINED BY COUNTY AS ADDITIONAL SERVICES AT THE RATE OF COMPENSATION SET FORTH IN EXHIBIT II.

EXCEPT AS PROVIDED FOR FEE SERVICES OR WORK-ORDER BASED SERVICES, THE ATTACHED SCOPE OF SERVICES SHALL INCLUDE A PRODUCTION SCHEDULE REFLECTING A TIMELINE FOR THE EXECUTION OF THE PROJECT.

APPENDIX B

ENGINEER'S QUALIFICATIONS STATEMENT

EXHIBIT A SERVICES TO BE PROVIDED BY THE COUNTY

PROJECT DESCRIPTION:

This project consists of engineering and technical services for the re-design of the May 2006 design plans, specifications and estimates (PS&E) and related documents for the improvements to SH 45 North from station 400+00 just west of O'Connor Drive (Arterial C) to Station 420+00 east of O'Connor Drive (existing plan set CSJ 0683-06-014, Austin District). The revisions to this plan set will reflect the impacts of moving the previous alignment of O'Connor Drive approximately 360 feet to the east. The modifications to O'Connor Drive will be from SH 45 North to approximately 750 feet north of SH 45 North and will tie into proposed O'Connor roadway designed by others.

Williamson County in collaboration with The Texas Department of Transportation (State) has commissioned the services of PBS&J and their sub-consultants to serve as the Engineer on this project. Their mandate shall be the development of the design activities of the PROJECT.

The County shall furnish to the Engineer the following items:

1. Existing environmental documents.
2. Existing permitting packages (if needed).
3. Existing Schematic designs and associated electronic files.
4. Existing right of way mapping, parcel plats and field notes (hard copy and electronic formats – if needed).
5. Roadway design requirements.
6. Project horizontal control points.
7. Project benchmark elevations and descriptions for vertical control.
8. Data on file concerning:
 - a. An electronic copy of the existing digital photographic file, on a reproducible CD.
 - b. An electronic copy of the existing 2D Microstation planimetric mapping file, on a reproducible CD.
 - c. Existing roadway 3D Microstation Digital Terrain Mapping (DTM) file on a reproducible CD.
 - d. Existing facilities construction documents.
 - e. Hard copies and electronic Microstation files and associated reference files for PS&E plan sheets prepared by KBR (Section 3).
 - f. Hard copies and electronic Microstation files and associated reference files for PS&E plan sheets prepared by Jacobs Engineering (Section 7).
9. Available interface data for any projects adjacent to, crossing, and/or within project limits.
10. Available existing traffic counts and design year traffic projections necessary to develop the traffic control plans and traffic warrant studies.
11. Approved pavement design for the project.
12. Available approved Austin District and Statewide design standard drawings.
13. The State shall secure all required permits and agreements.
14. Assistance will be provided to the Engineer to obtain the required data and information from other local, regional, State and federal agencies.

15. Timely review and decisions necessary for the Engineer to maintain the contracted project schedule.
16. The County will coordinate and secure approval for any detour routes/roadway closures with EMS, school system, U.S. Mail, etc.
17. Planimetric layout identifying underground utility locations, as compiled from the 2002 Project and as-builts provided by utility companies.
18. Available soil boring information, stability analysis, settlement analysis, and foundation design for existing retaining walls, overhead sign structures, lighting, structures, and bridges within the project limits.
19. Project technical and administrative standards and procedures.
20. Approved final overhead sign schematics including toll signing.
21. Water Pollution Abatement Plan (WPAP)
22. "Hydraulic Study for Loop 1 and SH 45 interchange from West of Rattan Creek to East of Quick Hill Road" dated 11/30/01, prepared by KBR.
23. The County will also provide the following:
 - a. Utility relocation design (if required)
 - b. Traffic and Revenue should be analyzed the implications on projected traffic and toll revenues of each of these tolling concept.
 - c. Third party utility design (if required)
 - d. Aesthetic guidelines for bridges, retaining walls and landscape
 - e. New Geotechnical Investigation including a Geological Assessment to support a new TCEQ Water Pollution Abatement Plan (WPAP) submittal.
 - f. Utility relocation coordination
 - g. Environmental support and permitting. State to provide content for the EPIC sheet.
 - h. ROW support
 - i. Environmental Studies and Public Involvement
 - j. Toll Collection System Design and plans sheets

EXHIBIT B

SERVICES TO BE PROVIDED BY THE ENGINEER

PROJECT DESCRIPTION:

This project consists of engineering and technical services for the re-design of the May 2006 design plans, specifications and estimates (PS&E) and related documents for the improvements to SH 45 North from station 400+00 just west of O'Connor Drive (Arterial C) to Station 420+00 east of O'Connor Drive (existing plan set CSJ 0683-06-014, Austin District). The revisions to this plan set will reflect the impacts of moving the previous alignment of O'Connor Drive approximately 360 feet to the east. The modifications to O'Connor Drive will be from SH 45 North to approximately 750 feet north of SH 45 North and will tie into proposed O'Connor roadway designed by others.

SCOPE OF WORK:

General updates and modifications to the PS&E and related documents include:

1. Westbound Exit and Entrance Ramps for SH 45.
2. Eastbound Exit and Entrance Ramps for SH 45.
3. Eastbound and Westbound Direct Connector Ramps to Loop 1.
4. Westbound and Eastbound Frontage Roads (two-lane) from approximately 1350' west of the proposed O'Connor Drive extension to of McNeil road.
5. Tie to the existing O'Connor design (prepared by others), design of approximately 750 feet of O'Connor Drive.
6. O'Connor Drive Bridge, (two-lane structure) connecting the Eastbound and Westbound Frontage Roads at the intersection of O'Connor Drive. (The Northbound two-lane bridge and the two u-turns are not included in this alternative)

Specific updates and modifications are summarized as follows:

- a. Move the previous alignment of O'Connor Drive approximately 360 feet to the east.
- b. Redesign retaining walls from a tiered design to a single wall along the EB Frontage Road at the O'Connor Drive intersection. (RW 11, RW 12, RW 15 and RW 16)
- c. Westbound SH 45 Entrance Ramp superelevation and vertical profiles.
- d. Remove the vertical sag curve from the proposed structure on the Westbound Frontage Road.
- e. Remove the free turning right lane from O'Connor Drive to the Westbound Frontage Road. (Will avoid disturbing the existing detention pond to the west)
- f. Redesign the O'Connor Drive Bridge from a 5-lane Bridge with u-turn structures to a two-lane bridge (southbound only) without u-turn structures.
- g. Shift the Westbound Frontage Road alignment approximately 4' to the south. (Will eliminate the need for additional ROW.)
- h. Redesign the Westbound Direct Connector Ramp alignments, vertical profiles, and retaining walls. (This adjustment will move the ramp outside the existing rail road ROW located east of McNeil.)
- i. Redesign of all Bridges in order to comply with LRFD Requirements. (The original design for all bridges was performed with AASHTO Standard Specifications and HS20 loading.)

Drainage Assumptions:

- a. The ENGINEER assumes that the HAZMAT Material Trap located at approximate EBFR Station 414+50 will be demolished due to proposed construction of the eastbound frontage road and will not be redesigned or added into PBS&J's plan set.
- b. The ENGINEER assumes the SW3P plan will have a maximum of 1 phase of construction.
- c. The ENGINEER will be responsible for re-designing one water quality pond (water quality pond BMP #1A) to allow for the proposed O'Connor Road shift. This will include structural design of the pond walls, but geotechnical information will be provided by others or as an additional service.
- d. PBS&J will obtain environmental permitting information, to be provided by the State, to complete the EPIC sheet. PBS&J will not be responsible for performance of any environmental or geologic assessment services.
- e. PBS&J will coordinate with the Upper Brushy Creek Water Control Improvement District (UBWCID) regarding the Smith Lake Dam and will ensure that proposed fill due to the proposed design will be mitigated within the Rattan Creek floodplain.
- f. PBS&J will prepare and submit a WPAP to TCEQ for approval and also coordinate with the local community floodplain administrator. Submittal fees by agencies are not included in this estimate and are assumed to be provided by the State.
- g. The ENGINEER will conduct scour analyses for the proposed eastbound and westbound frontage roads and the ramp from eastbound frontage road to Direct Connector ES over Rattan Creek. Existing columns will be used as a reference.
- h.
- i. PBS&J will not be responsible for making any modifications located outside of the limits as stated in the project description.

The Engineer will perform all work necessary to provide Williamson County and/or the TxDOT Austin District with complete PS&E documentation for the above referenced project, all in accordance with the requirements and policies of TxDOT.

- Work performed by the Engineer will include preparation of a hydraulic report and water pollution abatement plan (WPAP). The hydraulic report will not duplicate material contained in the PS&E set or the WPAP, but will supplement that material with information relating to H&H parameters and expand on the analysis related to Rattan Creek and FEMA and/or Upper Brushy WCID coordination related to Smith Lake Dam. PBS&J plans to submit a draft report as part of the 75% submittal and a final drainage report as part of the 95% plan set submittal.
- The PS&E for the proposed improvements will be developed into a stand-alone PS&E package in preparation for a separate letting.
- The Project Cost Estimate will be updated per the new plans quantities and revised using the current 2004 Specification Manual pay items and description codes.
- The PS&E shall be complete and suitable for negotiating a separate letting with a contractor, and in accordance with the latest Austin District PS&E Checklist.

The PS&E services provided under this Work Authorization will consist of items listed below as described within Exhibit D:

FC 130 - Right-of-Way Data
FC 150 - Field Surveying
FC 160 - Roadway Design
FC 161 - Drainage
FC 162 - Signing, Markings and Signalization
FC 163 - Miscellaneous (Roadway)
FC 170 - Bridge Design

The services not described within this Work Authorization (Exhibit B and Exhibit D) and variations to the concept provided shall not be performed unless authorized by TxDOT Austin District and Williamson County through a supplemental agreement.

Deliverables

The final plan sheets shall be 4 mil-double matte standard mylars, size 11" x 17", signed, sealed and dated by a Professional Engineer registered in the State of Texas.

The Engineer shall make submittals (75%, 95% and Final), as defined by the milestones in Exhibit C. The submittals shall consist of five (5) 11"x17" paper sets.

The State and County will comment on the Engineer's submittals using a "Review of Drawings and Specifications" form. The Engineer shall reply to each comment on the form and submit the replies in compliance with the agreed upon schedule and with the next scheduled submittal. Review meetings between the State, County and the Engineer will be scheduled by mutual agreement to discuss comments and replies. The Engineer shall make all agreed upon changes to the submitted documents before the next scheduled submittal.

In the final submittal, the Drainage Engineer shall also deliver:

1. An electronic version of the hydrologic and hydraulic models and applicable data and maps
2. Three (3) 8 ½"x 11" Bound Paper copies and a pdf version of the Hydraulic Report
3. Three (3) 8 ½"x 11" Bound Paper copies and a pdf version of the Water Pollution Abatement Plan (WPAP)

EXHIBIT C WORK SCHEDULE

The Engineer shall complete the work authorization within 183 calendar days, commencing upon the issuance of Notice to Proceed and receipt of documents to be provided by the COUNTY as specified in Exhibit A.

Schedule of Anticipated Milestones

Signed NTP	February 16, 2009
75% Submittal	April 20, 2009
95%	June 22, 2009
Final Deliverables Submittal	August 25 th , 2009

EXHIBIT D
FEE SCHEUDLE
SH 45 - O'Connor
Summary Sheet

PBS&J Labor Subtotal	Labor	Fixed Fee (12%)	Hours
FC 110 - Route and Design Studies	\$0.00	\$0.00	0
FC 120 - Environmental Studies and Public Involvement	\$0.00	\$0.00	0
FC 130 - Right-of-Way Data	\$0.00	\$0.00	0
FC 150 - Field Surveying	\$42,470.54	\$1,568.46	320
FC 160 - Roadway Design	\$164,879.20	\$19,785.50	1408
FC 161 - Drainage	\$260,461.46	\$31,255.36	2678
FC 162 - Signing, Markings and Signalization	\$58,948.56	\$7,073.83	504
FC 163 - Miscellaneous (Roadway)	\$185,667.76	\$22,280.14	1486
FC 170 - Bridge Design	\$572,030.20	\$68,643.62	5496
FC 193 - Toll Collection System Design	\$0.00	\$0.00	0
Totals	\$1,284,457.72	\$150,606.91	11892
	Labor Total (Plus Fixed Fee)	\$1,435,064.63	

Expenses	Summary
Labor Cost (Plus Fixed Fee)	\$1,435,064.63
Subconsultants (Plus Fixed Fee)	\$0.00
Expenses	\$4,795.90
Total	\$1,439,860.53

Total by Task	Summary By Task	Fee Estimate	Man-Hours
FC 110 - Route and Design Studies		\$0.00	0
FC 120 - Environmental Studies and Public Involvement		\$0.00	0
FC 130 - Right-of-Way Data		\$0.00	0
FC 150 - Field Surveying		\$44,039.00	320
FC 160 - Roadway Design		\$184,664.70	1,408
FC 161 - Drainage		\$291,716.82	2,678
FC 162 - Signing, Markings and Signalization		\$66,022.39	504
FC 163 - Miscellaneous (Roadway)		\$207,947.90	1,486
FC 170 - Bridge Design		\$640,673.82	5,496
FC 193 - Toll Collection System Design		\$0.00	0
Expenses		\$4,795.90	
Total		\$1,439,860.53	11,892

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

PBSJ Summary			
Classification	Estimated Average Billing Rate	Off-Site Hours	Total Labor Cost
Sr. Advisor	\$72.00	0	\$ -
Sr. Program Manager	\$64.00	0	\$ -
Program Manager	\$53.00	0	\$ -
Sr. Project Manager	\$52.00	192	\$ 9,984.00
Project Manager	\$44.00	348	\$ 15,312.00
Sr. Analyst I & II	\$30.00	0	\$ -
Analyst I & II	\$27.00	0	\$ -
Admin/Clerical	\$23.00	58	\$ 1,334.00
Sr. Engineer IV	\$71.00	974	\$ 69,154.00
Sr. Engineer III	\$53.00	962	\$ 50,986.00
Sr. Engineer II	\$48.00	574	\$ 27,552.00
Sr. Engineer I	\$37.00	1939	\$ 71,743.00
Engineer I, II & III	\$32.00	2327	\$ 74,464.00
Sr. Technical Coordinator II	\$43.00	698	\$ 30,014.00
Sr. Technical Coordinator I	\$35.00	0	\$ -
Technical Coordinator I & II	\$26.00	0	\$ -
Technical Intern I & II	\$16.00	0	\$ -
Sr. Scientist IV	\$58.00	0	\$ -
Sr. Scientist III	\$50.00	0	\$ -
Sr. Scientist I & II	\$35.00	218	\$ 7,630.00
Scientist I & II	\$20.00	0	\$ -
Sr. Planner IV	\$63.00	0	\$ -
Sr. Planner III	\$49.00	0	\$ -
Sr. Planner I & II	\$37.00	0	\$ -
Planner I & II	\$30.00	0	\$ -
Sr. ROW Agent IV	\$51.00	0	\$ -
Sr. ROW Agent III	\$45.00	0	\$ -
Sr. ROW Agent I & II	\$38.00	0	\$ -
ROW Agent I & II	\$28.00	0	\$ -
Sr. GIS Analyst III	\$44.00	0	\$ -
Sr. GIS Analyst I & II	\$39.00	0	\$ -
GIS Analyst I & II	\$27.00	0	\$ -
Sr. Surveyor IV	\$54.50	14	\$ 763.00
Sr. Surveyor III	\$44.50	42	\$ 1,869.00
Sr. Surveyor I & II	\$38.00	0	\$ -
Surveyor I & II	\$30.00	0	\$ -
Sr. Information Solutions Developer III & IV	\$57.00	0	\$ -
Sr. Information Solutions Developer I & II	\$36.00	0	\$ -
Information Solutions Developer I & II	\$26.00	0	\$ -
Sr. ITS Specialist II	\$58.00	0	\$ -
Sr. ITS Specialist I	\$42.00	0	\$ -
ITS Specialist I & II	\$35.00	0	\$ -
Sr. Landscape Architect IV	\$42.00	0	\$ -
Sr. Landscape Architect III	\$47.00	0	\$ -
Sr. Landscape Architect I & II	\$39.00	0	\$ -
Landscape Architect I & II	\$28.00	0	\$ -
Sr. Architect IV	\$49.00	0	\$ -
Sr. Architect III	\$47.00	0	\$ -
Sr. Architect I & II	\$35.00	0	\$ -
Architect I & II	\$30.00	0	\$ -
Sr. Estimator/Scheduler III	\$52.00	0	\$ -
Sr. Estimator/Scheduler II	\$40.00	0	\$ -
Sr. Estimator/Scheduler I	\$37.00	0	\$ -
Estimator/Scheduler I & II	\$27.00	0	\$ -
CADD Supervisor I & II	\$36.00	0	\$ -
CADD Designer	\$36.00	2978	\$ 107,208.00
Sr. CADD Technician	\$27.00	304	\$ 8,208.00
CADD Technician I & II	\$19.00	0	\$ -
Sr. Graphic Designer I & II	\$24.00	0	\$ -
Graphic Designer I & II	\$19.00	0	\$ -
Sr. Utility Management Representative	\$46.00	0	\$ -
Utility Management Rep. I & II	\$35.00	0	\$ -
Sr. Field Representative I & II	\$24.50	96	\$ 2,352.00
3-Person Field Crew	\$175.00	168	\$ 29,400.00
Sub-Totals		11892	\$478,573

**EXHIBIT D
FEE SCHEDULE
SH 45 - O'Connor**

PBSJ Summary

PBSJ Summary	Sr. Project Manager	Project Manager	Admin. Clerical	Sr. Engineer IV	Sr. Engineer III	Sr. Engineer II	Sr. Engineer I	Engineer I, II & III	Sr. Technical Coordinator II
Estimated Average Billing Rate	\$52.00	\$44.00	\$23.00	\$71.00	\$53.00	\$48.00	\$37.00	\$32.00	\$43.00
	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site
FC 110 - Route and Design Studies									
FC 120 - Environmental Studies and Public Involvement									
FC 130 - Right-of-Way Data									
FC 150 - Field Surveying									
FC 160 - Roadway Design		111.0		289.0				251.0	312.0
FC 161 - Drainage	192.0		36.0			574.0		907.0	
FC 162 - Signing, Markings and Signalization		17.0		132.0				130.0	14.0
FC 163 - Miscellaneous (Roadway)		220.0	22.0	400.0				194.0	372.0
FC 170 - Bridge Design				153.0	962.0		1,939.0	845.0	
FC 193 - Toll Collection System Design									
	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site
Hours Subtotal	192	348	58	974	962	574	1,939	2,327	688
Direct Labor Costs	\$9,984.00	\$16,312.00	\$1,334.00	\$69,154.00	\$50,866.00	\$27,552.00	\$71,743.00	\$74,484.00	\$30,014.00
Overhead Multiplier	162.25%	162.25%	162.25%	162.25%	162.25%	162.25%	162.25%	162.25%	162.25%
Overhead Costs	\$16,199.04	\$24,843.72	\$2,164.42	\$112,202.37	\$82,724.78	\$44,703.12	\$116,403.02	\$120,817.64	\$48,697.72
Total Labor Costs	\$26,183.04	\$40,155.72	\$3,498.42	\$181,356.37	\$133,590.78	\$72,255.12	\$188,146.02	\$195,281.64	\$78,711.72
Fixed Fee (12%)	\$3,141.96	\$4,818.69	\$419.81	\$21,762.76	\$16,045.29	\$9,870.61	\$22,577.52	\$23,433.82	\$9,445.41
Grand-Total Cost	\$29,325	\$44,974	\$3,918	\$203,119	\$149,756	\$82,926	\$210,724	\$218,716	\$88,157

**EXHIBIT D
FEE SCHEDULE
SH 45 - O'Connor**

PBSJ Summary

PBSJ Summary	Sr. Scientist I & II	Sr. Surveyor IV	Sr. Surveyor III	CADD Designer	Sr. CADD Technician	Survey Technician	3-Person Field Crew	Hrs/Task
Estimated Average Billing Rate	\$35.00	\$54.50	\$44.50	\$36.00	\$27.00	\$24.50	\$175.00	
	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	
FC 110 - Route and Design Studies								
FC 120 - Environmental Studies and Public Involvement								
FC 130 - Right-of-Way Data								
FC 150 - Field Surveying		14.0	42.0			96.0	168.0	320.0
FC 160 - Roadway Design				445.0				1,408.0
FC 161 - Drainage	218.0			447.0	304.0			2,678.0
FC 162 - Signing, Markings and Signalization				211.0				504.0
FC 163 - Miscellaneous (Roadway)				278.0				1,488.0
FC 170 - Bridge Design				1,597.0				5,496.0
FC 183 - Toll Collection System Design								
	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Total
Hours Subtotal	218	14	42	2,978	304	96	168	11,892
Direct Labor Costs	\$7,630.00	\$763.00	\$1,869.00	\$107,268.00	\$8,208.00	\$2,352.00	\$29,400.00	\$507,973.00
Overhead Multiplier	162.25%	162.25%	162.25%	162.25%	162.25%	162.25%	162.25%	
Overhead Costs	\$12,379.68	\$1,237.97	\$3,032.45	\$173,944.98	\$13,317.48	\$3,816.12	\$0.00	\$776,484.72
Total Labor Costs	\$20,009.68	\$2,000.97	\$4,901.45	\$281,162.98	\$21,525.48	\$6,168.12	\$29,400.00	\$1,284,457.72
Fixed Fee (12%)	\$2,401.16	\$240.12	\$588.17	\$33,738.36	\$2,583.06	\$740.17		\$154,134.93
Grand-Total Cost	\$22,411	\$2,241	\$5,490	\$314,891	\$24,109	\$6,908	\$29,400	\$1,435,064.63

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

Other Direct Expenses	Labor	Assumed Rate	Quantity	Cost
Lodging/Hotel (Taxes/fees not included)	day/person	\$ 80.00	3	\$ 240.00
Meals	day/person	\$ 36.00	6	\$ 216.00
Mileage	mile	\$ 0.49	1690	\$ 819.65
Rental Car / Fuel	day	\$ 65.00	6	\$ 390.00
Parking	day	\$ 10.00	6	\$ 60.00
Toll Charges	each	\$ 5.00	13	\$ 65.00
			0	\$ -
Photocopies B&W (8 X 10)	each	\$ 0.10	200	\$ 20.00
Photocopies B&W (11 X 17)	each	\$ 0.15	2075	\$ 311.25
Photocopies Color (8 X 10)	each	\$ 1.00	0	\$ -
Photocopies Color (11 X 17)	each	\$ 1.20	0	\$ -
Mylar (11" X 17")	sheet	\$ 2.00	620	\$ 1,240.00
CADD Plotting	linear foot	\$ 7.50	100	\$ 750.00
Mylar Plots	linear foot	\$ 3.00	0	\$ -
Digital Ortho Plotting	linear foot	\$ 7.50	0	\$ -
Presentation Boards 30" X 40" Color Mounted	each	\$ 20.00	2	\$ 40.00
Standard Postage	letter	\$ 0.41	0	\$ -
Overnight Mail - Letter size	each	\$ 25.00	0	\$ -
Overnight Mail - Oversize box	each	\$ 35.00	8	\$ 280.00
Courier Services	each	\$ 30.00	8	\$ 240.00
			0	\$ -
Reproduction of CD/DVD	each	\$ 3.00	8	\$ 24.00
Film - 24 Exp Roll	roll	\$ 8.00	0	\$ -
Film Processing - 24 Exp Roll	roll	\$ 10.00	0	\$ -
4 X 6 Digital Color Print	picture	\$ 0.50	200	\$ 100.00
Historical Aerial Images	unit	\$ 350.00	0	\$ -
Hazardous Materials Database Search	per search	\$ 2,000.00	0	\$ -
Required Permit Fees	each	\$ 1,000.00	0	\$ -
Backhoe Rental	day	\$ 500.00	0	\$ -
Aerial Panel Material	each	\$ 5.00	0	\$ -
ROW Monument Material	each	\$ 10.00	0	\$ -
Traffic Control	each	\$ 1,000.00	0	\$ -
GPS Receiver	hour	\$ 25.00	0	\$ -
Newspaper Advertisement	per publication	\$ 2,000.00	0	\$ -
Court Reporter (Public Hearings & Transcription)	day	\$ 500.00	0	\$ -
Law Enforcement/Uniform Officer	hour/officer	\$ 45.00	0	\$ -
Translator (English to Spanish) for Public Involvement	event	\$ 100.00	0	\$ -
Translator (English to Spanish or Sign Language)	hour	\$ 100.00	0	\$ -
Public Involvement Facility Rental	event	\$ 500.00	0	\$ -
Public Involvement Facility Rental (estimate)	hour	\$ 150.00	0	\$ -
TOTAL:				\$ 4,795.90

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 150 - Field Surveying	# Sheets	Admin/ Clerical	Survey Division Manager	Sr. Surveyor II	Survey Technician	3-Person Field Crew	Hrs/Task	Hours per Sheet
Estimated Average Billing Rate		\$23.00	\$54.50	\$44.50	\$24.50	\$175.00		
		Off-Site	Off-Site	Off-Site	Off-Site	Off-Site		
FC 150 - Field Surveying								
Recover, Verify and Density SH 45 Primary Horizontal / Vertical Control			2.0	4.0	16.0	24.0		46.0
SH 45 As-Built Topographic Survey - Frontage Roads, McNeil Road, and Natural Ground			2.0	4.0	16.0	60.0		102.0
Collect SH 45 Bottom of Bent / Beam Elevations			2.0	2.0	8.0	16.0		28.0
McNeil Road As-Built Survey			2.0	4.0	8.0	16.0		30.0
O'Connor Drive Topographic Survey			2.0	4.0	8.0	32.0		46.0
Update Existing DTM / Drafting			4.0	24.0	40.0			68.0
		Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Total	
Hours Subtotal			14.0	42.0	96.0	168.0		320.0
Direct Labor Costs		\$0.00	\$763.00	\$1,869.00	\$2,352.00	\$29,400.00	\$34,384.00	
Overhead Multiplier		162.25%	162.25%	162.25%	162.25%			
Overhead Costs		\$0.00	\$1,237.97	\$3,032.45	\$3,818.12	\$0.00	\$8,086.54	
Total Labor Costs		\$0.00	\$2,000.97	\$4,901.45	\$6,168.12	\$29,400.00	\$42,470.54	
Fixed Fee (12%)		\$0.00	\$240.12	\$588.17	\$740.17		\$1,568.46	
Grand-Total Cost		\$0	\$2,241	\$5,489	\$6,908	\$29,400	\$44,039.00	

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 160 - Roadway Design		# Sheets	Project Manager	Sr. Engineer IV	Engineer I, II & III	Sr. Technical Coordinator II	CADD Designer	Hrs/Task	Hours per Sheet
Estimated Average Billing Rate			\$44.00	\$71.00	\$32.00	\$43.00	\$36.00		
			Off-Site	Off-Site	Off-Site	Off-Site	Off-Site		
Roadway Design (FC 160)									
A. Refine Schematic									
1.	Review schematic provided by GEC		8.0		16.0			24.0	
2.	Update topographic CADD files		8.0		16.0			24.0	
3.	Refine horizontal and vertical alignments								
a.	EB Frontage Road (FRE03)		1.0	1.0	8.0		2.0	12.0	
b.	WB Frontage Road (FRW1_5)		1.0	1.0	8.0		2.0	12.0	
c.	McNeil Road (CR 171) (MCNL)		1.0	1.0	8.0		2.0	12.0	
d.	McNeil Road U-Turn (XMCNLU)		1.0	1.0	8.0		2.0	12.0	
e.	EB Toll Ramp (RE09U)		1.0	1.0	8.0		2.0	12.0	
f.	WB Toll Ramp (RW09U)		1.0	1.0	8.0		2.0	12.0	
g.	EB DC Ramp (RE2_3)		1.0	1.0	8.0		2.0	12.0	
h.	WB DC Ramp (RE1_5)		1.0	1.0	8.0		2.0	12.0	
i.	EB Ramp (RE07)		1.0	1.0	8.0		2.0	12.0	
j.	WB Ramp (RE08)		1.0	1.0	8.0		2.0	12.0	
k.	O'Connor Drive (Old Alt "C" - ARTC01)		1.0	1.0	8.0		2.0	12.0	
4.	Determine vertical clearances at grade separations (5)		2.0	4.0		16.0		22.0	
5.	Superelevation Transitions								
a.	EB Frontage Road (FRE03)			1.0	3.0		1.0	5.0	
b.	WB Frontage Road (FRW1_5)			1.0	3.0		1.0	5.0	
c.	McNeil Road (CR 171) (MCNL)			1.0	3.0		1.0	5.0	
d.	McNeil Road U-Turn (XMCNLU)			1.0	3.0		1.0	5.0	
e.	EB Toll Ramp (RE09U)			1.0	3.0		1.0	5.0	
f.	WB Toll Ramp (RW09U)			1.0	3.0		1.0	5.0	
g.	EB DC Ramp (RE2_3)			1.0	3.0		1.0	5.0	
h.	WB DC Ramp (RE1_5)			1.0	3.0		1.0	5.0	
i.	EB Ramp (RE07)			1.0	3.0		1.0	5.0	
j.	WB Ramp (RE08)			1.0	3.0		1.0	5.0	
k.	O'Connor Drive (Old Alt "C" - ARTC01)			1.0	3.0		1.0	5.0	
B. Roadway Design									
1.	EB Frontage Road (FRE03)	4	6.0	8.0	6.0		32.0	52.0	13.0
2.	WB Frontage Road (FRW1_5)	6	6.0	8.0	8.0		32.0	54.0	9.0
3.	McNeil Road (CR 171) (MCNL)	2	4.0	4.0	6.0		16.0	30.0	15.0
4.	McNeil Road U-Turn (XMCNLU)	2	4.0	4.0	6.0		16.0	30.0	15.0
5.	EB Toll Ramp (RE09U)	3	5.0	6.0	6.0		24.0	41.0	13.7
6.	WB Toll Ramp (RW09U)	3	5.0	6.0	6.0		24.0	41.0	13.7
7.	EB DC Ramp (RE2_3)	1	1.0	2.0	6.0		8.0	17.0	17.0
8.	WB DC Ramp (RE1_5)	1	1.0	2.0	6.0		8.0	17.0	17.0
9.	EB Ramp (RE07)	2	3.0	4.0	6.0		16.0	29.0	14.5
10.	WB Ramp (RE08)	2	3.0	4.0	6.0		16.0	29.0	14.5
11.	O'Connor Drive (Old Alt "C" - ARTC01)	2	3.0	4.0	6.0		16.0	29.0	14.5
C. Typical Sections									
1.	Proposed Sections (2 Typical Sections Sheets)	2	2.0	4.0	6.0		8.0	20.0	10.0
D. Mainlane and Frontage Road Design									
E. Diamond Interchanges									
F. Cross Streets									
1.	Intersection Layouts								
a.	O'Connor Drive (Old Alt "C" - ARTC01)	1	1.0	2.0	6.0			9.0	9.0
b.	McNeil Road (CR 171) (MCNL)	1	1.0	2.0	6.0			9.0	9.0
2.	Grading Layouts								
a.	O'Connor Drive (Old Alt "C" - ARTC01)	1	2.0	4.0	6.0		16.0	28.0	28.0
b.	McNeil Road (CR 171) (MCNL)	1	2.0	4.0	6.0		16.0	28.0	28.0
G. Cut and Fill Quantities									
1.	75 percent quantities								
a.	Shaping		2.0	8.0		32.0		42.0	
b.	Criteria development (140 sections @ 50')		2.0	8.0		40.0		50.0	
c.	Earthwork			4.0		4.0		8.0	
d.	Sheet preparation (46 sheets)			8.0		38.0		44.0	
e.	Plotting						16.0	16.0	
2.	95 percent quantities								
a.	Shaping		1.0	2.0		16.0		19.0	
b.	Criteria development (140 sections @ 50')		1.0	2.0		16.0		19.0	

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 160 - Roadway Design		# Sheets	Project Manager	Sr. Engineer IV	Engineer I, II & III	Sr. Technical Coordinator II	CADD Designer	Hrs/Task	Hours per Sheet
Estimated Average Billing Rate			\$44.00	\$71.00	\$32.00	\$43.00	\$36.00		
			Off-Site	Off-Site	Off-Site	Off-Site	Off-Site		
c. Earthwork				2.0		4.0		6.0	
d. Sheet preparation (46 sheets)				2.0		16.0		18.0	
e. Plotting							16.0	16.0	
3 Final quantities									
a. Earthwork				2.0		4.0		6.0	
b. Sheet preparation (46 sheets)				2.0		8.0		10.0	
c. Plotting							16.0	16.0	
H. Plan Preparation									
1. Title sheet		1	1.0	2.0			4.0	7.0	7.0
2. Index of sheets		1	1.0			7.0		8.0	8.0
3. Typical Sections		4	4.0	9.0		24.0		37.0	9.3
4. General Notes		10	4.0	8.0			16.0	28.0	2.8
I. Pavement Design									
J. Pedestrian and Bicycle Facilities									
L. Project Layouts		2	1.0	2.0		5.0		8.0	4.0
M. Horizontal Alignment Data		5	4.0	8.0		8.0	24.0	44.0	8.8
N. Reference Ties and Control Monuments									
O. Grading Layouts		3	4.0	16.0		24.0	16.0	60.0	20.0
P. Demolition Layouts		7	4.0	24.0		40.0	40.0	108.0	15.4
Q. Driveway Details									
R. Miscellaneous Roadway Details		3	2.0	2.0		4.0	16.0	24.0	8.0
S. Standards		25	2.0	4.0		8.0		14.0	0.6
T. Perform QA/QC (75%)				40.0				40.0	
U. Perform QA/QC (95%)				24.0				24.0	
V. Perform QA/QC (Final)				16.0				16.0	
			Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Total	
Hours Subtotal			111.0	289.0	251.0	312.0	445.0	1,408.0	
Direct Labor Costs			\$4,884.00	\$20,519.00	\$8,032.00	\$13,416.00	\$16,020.00	\$62,871.00	
Overhead Multiplier			162.25%	162.25%	162.25%	162.25%	162.25%		
Overhead Costs			\$7,924.29	\$33,292.08	\$13,031.92	\$21,767.46	\$25,992.45	\$102,008.20	
Total Labor Costs			\$12,808.29	\$53,811.08	\$21,063.92	\$35,183.46	\$42,012.45	\$164,879.20	
Fixed Fee (12%)			\$1,536.99	\$6,457.33	\$2,527.67	\$4,222.02	\$5,041.49	\$19,785.50	
Grand-Total Cost			\$14,345	\$60,268	\$23,592	\$39,405	\$47,054	\$184,664.70	

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 161 - Drainage		# Sheets	Sr. Project Manager	Admin/ Clerical	Sr. Engineer II	Engineer I, II & III	Sr. Scientist I & II	CADD Designer	Sr. CADD Technician	Hrs/Task	Hours per Sheet
Estimated Average Billing Rate			\$52.00	\$23.00	\$48.00	\$32.00	\$35.00	\$36.00	\$27.00		
			Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site		
Drainage Design (FC 161)											
A. Preliminary Assessment											
1.	Design Changes										
a.	Drainage		4.0		4.0	8.0		2.0			18.0
b.	Water Quality		4.0		2.0	4.0	8.0	2.0			20.0
2.	Update Topographic CADD Files				4.0	8.0		12.0	4.0		28.0
3.	Field Reconnaissance		4.0		12.0	12.0	8.0				36.0
4.	Data Collection		2.0		8.0	8.0	4.0	4.0			26.0
5.	Hydraulic Design Criteria		2.0		4.0	8.0					14.0
6.	Convert CADD Files & GEOPAK Files From v.J to V8				4.0	24.0		8.0			36.0
7.	Refine Schematic										
a.	Storm Sewer Layout		2.0		12.0	24.0		8.0			46.0
b.	Inlet & Manhole Layout		2.0		8.0	16.0		8.0			34.0
c.	Ditch Layout		2.0		4.0	12.0		4.0			22.0
d.	Scupper Layout		2.0		8.0	12.0		4.0			26.0
e.	WQ Layout		2.0		2.0	4.0	16.0	4.0			28.0
f.	Preliminary Cost Estimate		2.0		8.0	8.0		2.0			20.0
B.	Drainage Area Maps	8									
1.	Sheet Coordination	8									
a.	Sheet Formatting				1.0	2.0		4.0	4.0		11.0
b.	Sheet Content (ROW, Roadway Alignment, 2008 Revised Floodplains)				1.0	2.0		4.0	4.0		11.0
2.	Drainage Area Boundaries, Area ID's, and Drainage Area Information Tables	8									
a.	System AA		1.0		3.0	12.0		4.0	4.0		24.0
b.	System A		1.0		3.0	12.0		4.0	4.0		20.0
c.	System BB		1.0		3.0	12.0		4.0	4.0		24.0
d.	System CC		1.0		3.0	12.0		4.0	4.0		24.0
e.	System C		1.0		3.0	12.0		4.0	4.0		24.0
f.	System D		1.0		3.0	12.0		4.0	4.0		24.0
g.	System ZZ		1.0		3.0	12.0		4.0	4.0		24.0
h.	Offsite		1.0		3.0	12.0		4.0	4.0		24.0
3.	Revised Design Discharges	8									
a.	System AA		1.0		3.0	8.0		1.0			13.0
b.	System A		1.0		3.0	6.0		1.0			11.0
c.	System BB		1.0		3.0	8.0		1.0			13.0
d.	System CC		1.0		3.0	8.0		1.0			13.0
e.	System C		1.0		3.0	8.0		1.0			13.0
f.	System D		1.0		3.0	8.0		1.0			13.0
g.	System ZZ		1.0		3.0	8.0		1.0			13.0
h.	Offsite		1.0		3.0	8.0		1.0			13.0
C.	Bridge Deck Drain Scupper Analysis	1									
1.	Analysis, Design, and Data Sheet Preparation		2.0		8.0	24.0		6.0			40.0
2.	Coordination with Bridge Designers		2.0		6.0	8.0		2.0			18.0
D.	Drainage Plan Sheets	8									
1.	Sheet Coordination	8									
a.	Sheet Formatting				1.0	4.0		8.0	8.0		21.0
b.	Sheet Content (ROW, Roadway Alignment, 2008 Revised Floodplains)				1.0	4.0		8.0	8.0		21.0
2.	Inlet/Storm Sewer Design including Bridge Deck Drains	8									
a.	System AA		1.0		8.0	12.0		4.0	4.0		29.0
b.	System A		1.0		6.0	8.0		4.0	4.0		23.0
c.	System BB		1.0		8.0	12.0		4.0	4.0		29.0
d.	System CC		1.0		8.0	12.0		4.0	4.0		29.0
e.	System C		1.0		8.0	12.0		4.0	4.0		29.0
f.	System D		1.0		8.0	12.0		4.0	4.0		29.0
g.	System ZZ		1.0		8.0	12.0		4.0	8.0		33.0
h.	Robinson Road		1.0		8.0	12.0		4.0	8.0		33.0
3.	Ditch Design	9	4.0		20.0	24.0		10.0	20.0		78.0
4.	Outfall Design	4									
a.	Outfall Protection		2.0		12.0	10.0		4.0	10.0		38.0
b.	Splitter Box Design at Water Quality Ponds		2.0		4.0	6.0		8.0			18.0
5.	Toll Plaza Coordination										
a.	Incorporate Toll Plaza Design				1.0	4.0		2.0			7.0
E.	Drainage Profile Sheets	9	8.0		28.0	88.0		54.0	54.0		232.0
F.	Hydraulic Data Sheets	6	2.0		12.0	24.0		12.0	12.0		62.0
G.	SW3P Index	1	1.0		4.0	6.0		8.0			19.0
H.	Erosion Control Sheets	12									
1.	Sheet Coordination	12									
a.	Sheet Formatting				1.0	5.0		10.0			18.0
b.	Sheet Content (ROW, Roadway Alignment, 2008 Revised Floodplains)				1.0	5.0		10.0			16.0
2.	Design & Phasing (Maximum 1 phase)	13	2.0		12.0	20.0	40.0	32.0	32.0		138.0
I.	Water Quality Overall Layout Sheets	3									
1.	Sheet Coordination										
a.	Sheet Formatting				1.0		2.0	2.0			5.0
b.	Sheet Content (ROW, Roadway Alignment, 2008 Revised Floodplains)				1.0		2.0	2.0			5.0
2.	Overall WQ layout and design	3	2.0		4.0	8.0	40.0	12.0	12.0		78.0
J.	Water Quality Pond BMP #1A Layout	3									
1.	Sheet Coordination										
a.	Sheet Formatting				1.0		2.0	2.0			5.0
b.	Sheet Content (ROW, Roadway Alignment, 2008 Revised Floodplains)				1.0		2.0	2.0			5.0
2.	Water Quality Pond Design										

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 161 - Drainage		# Sheets	Sr. Project Manager	Admin/ Clerical	Sr. Engineer II	Engineer I, II & III	Sr. Scientist I & II	CADD Designer	Sr. CADD Technician	Hrs/Task	Hours per Sheet
Estimated Average Billing Rate			\$52.00	\$23.00	\$48.00	\$32.00	\$35.00	\$36.00	\$27.00		
			On-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site		
a.	WQ Pond Design	2	4.0		4.0	12.0	32.0	12.0	12.0	76.0	38.0
b.	Structural Engineering associated with the pond walls	1	2.0		12.0		2.0	8.0	4.0	28.0	28.0
K.	EPIC Sheet	1									
1.	Coordination with Environmental Agency		2.0		2.0	4.0	2.0	2.0		12.0	
L.	Water Pollution Abatement Plan (WPAP)										
1.	Water Pollution Abatement Plan (WPAP)		8.0	16.0	8.0	16.0	30.0	8.0		86.0	
2.	2 TCEQ meetings and comment/response		10.0	4.0	2.0	2.0	20.0	4.0		42.0	
M.	Hydraulic Report		8.0	16.0	28.0	36.0	8.0	8.0	7.0	111.0	
N.	Rattan Creek Improvement Layout	1									
1.	Sheet Coordination										
a.	Sheet Formatting				1.0	2.0		1.0		4.0	
b.	Sheet Content (ROW, Roadway Alignment, 2008 Revised Floodplains)				1.0	2.0		2.0		5.0	
2.	Revised Design and Cut & Fill Quantities	1	4.0		16.0	20.0		8.0	4.0	52.0	52.0
3.	HEC-RAS Modeling		2.0		12.0	32.0				46.0	
4.	Coordination with Upper Brushy WCID and 2 meetings		12.0		12.0	4.0				28.0	
O.	Drainage Detail Sheets	3	2.0		6.0	24.0		12.0	6.0	50.0	16.7
P.	Scour Analysis		6.0		28.0	24.0		4.0		62.0	
Q.	Miscellaneous Drainage Details										
1.	Ditch Details	1	4.0		8.0	16.0		12.0	6.0	46.0	46.0
R.	Standards										
1.	TxDOT/TTA Standards	24	2.0		4.0	10.0		10.0	5.0	31.0	1.3
2.	Deck Drain Standard	2	2.0		8.0	4.0		2.0		16.0	8.0
S.	Quantities										
1.	75 Percent Quantities	9									
a.	Storm Sewer	4	1.0		1.0	1.0				3.0	0.8
b.	Inlets and Manholes	2	1.0		1.0	1.0				3.0	1.5
c.	Bridge Drains	1	1.0		1.0	1.0				3.0	3.0
d.	Erosion Control	1	1.0		1.0	1.0				3.0	3.0
e.	Water Quality	1	1.0		1.0	1.0				3.0	3.0
2.	95 Percent Quantities	9									
a.	Storm Sewer	4	1.0		1.0	1.0				3.0	0.8
b.	Inlets and Manholes	2	1.0		1.0	1.0				3.0	1.5
c.	Bridge Drains	1	1.0		1.0	1.0				3.0	3.0
d.	Erosion Control	1	1.0		1.0	1.0				3.0	3.0
e.	Water Quality	1	1.0		1.0	1.0				3.0	3.0
3.	Final Quantities	9									
a.	Storm Sewer	4	1.0		1.0	1.0				3.0	0.8
b.	Inlets and Manholes	2	1.0		1.0	1.0				3.0	1.5
c.	Bridge Drains	1	1.0		1.0	1.0				3.0	3.0
d.	Erosion Control	1	1.0		1.0	1.0				3.0	3.0
e.	Water Quality	1	1.0		1.0	1.0				3.0	3.0
T.	Perform QA/QC										
1.	QA/QC (75%)		2.0		16.0					18.0	
2.	QA/QC (95%)		2.0		24.0					26.0	
3.	QA/QC (Final)		2.0		20.0					22.0	
U.	Comment/Response and Meetings										
1.	Respond to 75%, 95%, and Final review comments		12.0		24.0	36.0		24.0	24.0	120.0	
2.	Attend 4 client/agency meetings		12.0		12.0	6.0				30.0	
			On-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Total	
	Hours Subtotal		192.0	36.0	574.0	807.0	218.0	447.0	304.0		2,678.0
	Direct Labor Costs		\$9,984.00	\$828.00	\$27,552.00	\$29,024.00	\$7,630.00	\$16,092.00	\$8,208.00		\$99,319.00
	Overhead Multiple		162.25%	162.25%	162.25%	162.25%	162.25%	162.25%	162.25%		
	Overhead Costs		\$16,199.04	\$1,343.43	\$44,703.12	\$47,091.44	\$12,379.68	\$26,109.27	\$13,317.48		\$161,143.46
	Total Labor Costs		\$26,183.04	\$2,171.43	\$72,255.12	\$76,115.44	\$20,009.68	\$42,201.27	\$21,525.48		\$260,461.46
	Fixed Fee (12%)		\$3,141.96	\$260.57	\$8,670.61	\$9,133.85	\$2,401.16	\$5,064.15	\$2,583.06		\$31,255.36
	Grand-Total Cost		\$29,325	\$2,432	\$80,926	\$85,249	\$22,411	\$47,265	\$24,109		\$291,716.82

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 162 - Signing, Markings and Signalization		# Sheets	Project Manager	Sr. Engineer IV	Engineer I, II & III	Sr. Technical Coordinator II	CADD Designer	Hrs/Task	Hours per Sheet
Estimated Average Billing Rate			\$44.00	\$71.00	\$32.00	\$43.00	\$36.00		
			Off-Site	Off-Site	Off-Site	Off-Site	Off-Site		
FC 162 - Signing, Markings and Signalization									
A. Signing									
1.	Signing Layouts- SH 45 and O'Connor Drive	10	2.0	4.0	20.0		30.0	56.0	5.6
2.	Small Sign Summary	2	2.0	4.0	6.0		10.0	22.0	11.0
3.	Large sign Summary	2	2.0	4.0	8.0		10.0	24.0	12.0
4.	Large sign details (SignCad)	2	1.0	4.0	8.0		16.0	29.0	14.5
5.	Overhead Sign Structures Elev-EB to O'Connor/McNeil	3	1.0	16.0	6.0		18.0	39.0	13.0
6.	Overhead Sign Structures Elev- SH 45 WB to O'Connor	3	1.0	16.0	6.0		16.0	39.0	13.0
7.	Overhead Sign Structures Elev- LP 1 NB to O'Connor	3	1.0	16.0	6.0		24.0	47.0	15.7
8.	Overhead Sign Summary	1	1.0	2.0	4.0		5.0	12.0	12.0
9.	Overhead Totl Signage	1	1.0	2.0	2.0		8.0	13.0	13.0
B. Pavement Markings									
1.	Final pvmnt mtrkg layouts - SH 45, O'Connor Rd and McNeil Rd		2.0	32.0	40.0	12.0	64.0	150.0	
2.	Pavement Marking quantities		1.0	16.0	24.0	2.0	12.0	55.0	
3.	Standards	15							
C. Traffic Signa's									
1.	SH 45 at O'Connor (removed from this Alternative)								
a.	Plan layouts								
b.	Elevations and foundations								
c.	Details, phasing, wiring and electrical sheets								
d.	Quantities								
2.	Standards								
3.	Perform QA/QC		2.0	16.0				18.0	
			Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Total	
Hours Subtotal			17.0	132.0	130.0	14.0	211.0	504.0	
Direct Labor Costs			\$748.00	\$9,372.00	\$4,160.00	\$602.00	\$7,596.00	\$22,478.00	
Overhead Multiplier			162.25%	162.25%	162.25%	162.25%	162.25%		
Overhead Costs			\$1,213.63	\$15,206.07	\$6,749.60	\$976.75	\$12,324.51	\$36,470.56	
Total Labor Costs			\$1,961.63	\$24,578.07	\$10,909.60	\$1,578.75	\$19,920.51	\$58,948.56	
Fixed Fee (12%)			\$235.40	\$2,949.37	\$1,309.15	\$189.45	\$2,390.48	\$7,073.83	
Grand-Total Cost			\$2,197	\$27,527	\$12,219	\$1,768	\$22,311	\$66,022.39	

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 163 - Miscellaneous (Roadway)		# Sheets	Project Manager	Admin/ Clerical	Sr. Engineer IV	Engineer I, II & III	Sr. Technical Coordinator II	CADD Designer	Hrs/Task	Hours per Sheet
Estimated Average Billing Rate			\$44.00	\$23.00	\$71.00	\$32.00	\$43.00	\$36.00		
			Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site		
FC 163 - Miscellaneous (Roadway)										
A. Retaining Walls										
1. Layout and Elevations										
a.	Retaining Wall Layout	1	1.0		2.0		8.0		11.0	11.0
b.	Wall 1-L	2	1.0		2.0		8.0		11.0	5.5
c.	Wall 1-R	4	4.0		2.0		8.0		14.0	3.5
d.	Wall 2-L	2	2.0		2.0		8.0		12.0	6.0
e.	Wall 3-L	2	2.0		2.0		8.0		12.0	6.0
f.	Wall 4-L	2	2.0		2.0		8.0		12.0	6.0
g.	Wall 5-L	2	2.0		2.0		8.0		12.0	6.0
h.	Wall 5-R	2	2.0		2.0		8.0		12.0	6.0
i.	Wall 6-L	2	2.0		2.0		8.0		12.0	6.0
j.	Wall 6-R	2	2.0		2.0		8.0		12.0	6.0
k.	Wall 7-L	1	1.0		2.0		8.0		11.0	11.0
l.	Wall 7-R	1	1.0		2.0		8.0		11.0	11.0
m.	Wall 8-L	1	1.0		2.0		8.0		11.0	11.0
n.	Wall 8-R	1	1.0		2.0		8.0		11.0	11.0
o.	Wall 9-L	1	1.0		2.0		8.0		11.0	11.0
p.	Wall 9-R	1	1.0		2.0		8.0		11.0	11.0
q.	Wall 10-L	2	2.0		2.0		8.0		12.0	6.0
r.	Wall 10-R	2	2.0		2.0		8.0		12.0	6.0
s.	Wall 11-L	1	1.0		2.0		8.0		11.0	11.0
t.	Wall 11-R	2	2.0		2.0		8.0		12.0	6.0
u.	Wall 12-L	3	3.0		2.0		8.0		13.0	4.3
v.	Wall 12-R	2	2.0		2.0		8.0		12.0	6.0
w.	Wall 13-L	1	1.0		2.0		8.0		11.0	11.0
x.	Wall 14-L	1	1.0		2.0		8.0		11.0	11.0
y.	Wall 16-L (skipped 15)	2	2.0		2.0		8.0		12.0	6.0
2.	Quantities		2.0				8.0		10.0	
3.	Structural details		2.0				8.0		10.0	
4.	Standards		2.0				8.0		10.0	
5.	Perform QA/QC				24.0				24.0	
B. Traffic Control Plan										
1. Develop layouts										
a.	Phase 1	8	18.0		24.0		40.0	80.0	160.0	20.0
b.	Phase 1 (Temporary Lane Closure)	2	8.0		16.0				24.0	12.0
c.	Phase 2	8	18.0		24.0		40.0	80.0	160.0	20.0
d.	Phase 2 (Temporary Lane Closure)	2	8.0		16.0				24.0	12.0
2.	Traffic control workshop		4.0		4.0		4.0		12.0	
3.	Portable or temporary ITS devices									
4.	Temporary drainage									
5.	Miscellaneous details		4.0		8.0		24.0		36.0	
6.	Advance signing layout		4.0		16.0		24.0		44.0	
7.	Standards		1.0		8.0		16.0		25.0	
8.	Perform QA/QC				24.0				24.0	
C. Illumination										
1.	Illumination Layout sheets	4	2.0		24.0	36.0		40.0	102.0	25.5
2.	Standards	6				2.0		6.0	8.0	1.3
3.	Perform QA/QC		2.0		8.0				10.0	
D. Intelligent Transportation Systems										
1.	ITS Plan Layout sheets	6	2.0		18.0	30.0		40.0	90.0	15.0
2.	Standards	4				2.0		4.0	6.0	1.5
3.	Perform QA/QC		2.0		12.0				14.0	
E. Municipal Utility Design										
5.	Perform QA/QC									
F. Estimate										
1. Quantity take-offs and summaries										
a.	Roadway	2	1.0		2.0	6.0		2.0	11.0	5.5
b.	Demolition	1	1.0		2.0	6.0		2.0	11.0	11.0
c.	Traffic Control Plan	3	4.0		2.0	6.0		2.0	14.0	4.7
d.	SW3P	1	1.0		2.0	6.0		2.0	11.0	11.0
e.	Large Signs	1	1.0		2.0	6.0		2.0	11.0	11.0
f.	Signing and Pavement Markings	1	1.0		2.0	6.0		4.0	13.0	13.0
g.	Illumination	1	1.0		2.0	6.0		4.0	13.0	13.0
h.	Retaining Walls	1	1.0		2.0	6.0		4.0	13.0	13.0
i.	Storm Sewers	6	1.0		2.0	6.0		4.0	13.0	2.2
j.	Bridges	1	1.0		2.0	6.0		2.0	11.0	11.0
2. Prepare estimate										
a.	75% submittal		4.0			8.0			12.0	
b.	95% submittal		4.0			8.0			12.0	
c.	Final submittal		4.0			8.0			12.0	
3. Prepare quantity variance report										

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 163 - Miscellaneous (Roadway)	# Sheets	Project Manager	Admin/ Clerical	Sr. Engineer IV	Engineer I, II & III	Sr. Technical Coordinator II	CADD Designer	Hrs/Task	Hours per Sheet
Estimated Average Billing Rate		\$44.00	\$23.00	\$71.00	\$32.00	\$43.00	\$36.00		
		Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site		
a. 75% submittal		2.0		6.0				8.0	
b. 95% submittal		2.0		6.0				8.0	
c. Final submittal		2.0		6.0				8.0	
4. Perform QA/QC									
G. Specifications									
1. Prepare general notes		2.0		8.0				10.0	
2. Prepare special specifications		2.0		8.0				10.0	
3. Prepare special provisions		2.0		8.0				10.0	
4. Perform QA/QC				8.0				8.0	
H. Construction Schedule									
1. Quantity take-offs		4.0						4.0	
2. Determine daily production rates		4.0						4.0	
3. Create schedule		8.0			40.0			48.0	
4. Coordinate with GEC		8.0						8.0	
I. Review Meetings									
1. 75% submittal		4.0	2.0	8.0				14.0	
2. 95% submittal		4.0	2.0	6.0				12.0	
3. Final submittal		4.0	2.0	4.0				10.0	
J. Coordination with Adjacent Section Designer									
1. Coordination meetings (4)		16.0	8.0	16.0				40.0	
2. 75% submittal		4.0	2.0	8.0				14.0	
3. 95% submittal		4.0	2.0	6.0				12.0	
4. Final submittal		4.0	2.0	4.0				10.0	
K. Prepare Invoices (4)		1.0	1.0	1.0				3.0	
L. Prepare and Maintain Design Schedule		1.0	1.0	1.0				3.0	
M. Progress Meetings with GEC									
N. Prepare Quality Assurance/Quality Control Plan									
O. Manage Sub-Consultants									
		Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Total	
Hours Subtotal		220.0	22.0	400.0	194.0	372.0	278.0	1,486.0	
Direct Labor Costs		\$9,680.00	\$506.00	\$28,400.00	\$6,208.00	\$15,996.00	\$10,008.00	\$70,798.00	
Overhead Multiplier		182.25%	182.25%	182.25%	182.25%	182.25%	182.25%		
Overhead Costs		\$16,705.80	\$820.99	\$48,079.00	\$10,072.48	\$26,953.61	\$16,237.98	\$114,869.76	
Total Labor Costs		\$25,385.80	\$1,326.99	\$74,479.00	\$16,280.48	\$41,949.61	\$26,245.98	\$185,667.76	
Fixed Fee (12%)		\$3,046.30	\$159.24	\$8,937.48	\$1,953.66	\$5,033.94	\$3,149.52	\$22,280.14	
Grand-Total Cost		\$28,432	\$1,486	\$83,416	\$18,234	\$46,983	\$29,396	\$207,947.90	

**EXHIBIT D
FEE SCHEDULE**

SH 45 - O'Connor

FC 170 - Bridge Design	Sr. Engineer IV	Sr. Engineer III	Sr. Engineer I	Engineer I, II & III	CADD Designer	Hrs/Task	Hours per Sheet
Estimated Average Billing Rate	\$71.00	\$53.00	\$37.00	\$32.00	\$36.00		
	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site		
FC 170 - Bridge Design							
A. Bridge Design (Geometry Revisions & LRFD; load ratings not required)							
1 O'Connor Bridge	20.0	100.0	250.0	120.0	350.0	840.0	
2 EB Frontage Rd Bridge	33.0	200.0	400.0	160.0	350.0	1,143.0	
3 EB Connector Bridge	26.0	200.0	360.0	160.0	200.0	946.0	
4 WB Frontage Rd Bridge	36.0	200.0	400.0	160.0	320.0	1,116.0	
5 WB Connector Bridge	30.0	200.0	400.0	160.0	320.0	1,110.0	
B. Overhead Sign Structures (total = 4 sign structures)	4.0	25.0	55.0	25.0	57.0	166.0	
C. Cost Estimates	4.0	37.0	74.0	60.0		175.0	
	Off-Site	Off-Site	Off-Site	Off-Site	Off-Site	Total	
Hours Subtotal	153.0	962.0	1,939.0	845.0	1,597.0	5,496.0	
Direct Labor Costs	\$10,863.00	\$50,986.00	\$71,743.00	\$27,040.00	\$57,492.00	\$218,124.00	
Overhead Multiplier	162.25%	162.25%	162.25%	162.25%	162.25%		
Overhead Costs	\$17,625.22	\$82,724.79	\$116,403.02	\$43,872.40	\$93,280.77	\$353,906.20	
Total Labor Costs	\$28,488.22	\$133,710.79	\$188,146.02	\$70,912.40	\$150,772.77	\$572,030.20	
Fixed Fee (12%)	\$3,418.59	\$16,045.29	\$22,577.52	\$8,509.49	\$18,092.73	\$68,643.62	
Grand-Total Cost	\$31,907	\$149,756	\$210,724	\$79,422	\$168,866	\$640,673.82	

Jacobs C&B Supp. #5 to US 79, sect. 5A PSA (0204-04-040)
Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Marie Walters, Road Bond
Department: Road Bond
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving Jacobs/Carter Burgess, Inc. Supplemental #5 to their US 79, sect. 5A (PTT0204-04-040) Professional Service Agreement (PSA) for construction phase services.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Jacobs C&B Supp.5 to US79, sect. 5A PSA](#)

Link: [Jacobs C&B Supp.3 to WA4](#)

Link: [Jacobs C&B WA5](#)

Form Routing/Status

Form Started By: Marie Walters Started On: 02/09/2009 04:32 PM

Final Approval Date: 02/10/2009



US 79, sect. 5A (E.d. Taylor to FM 1063)
CSJ # 0204-04-040

CONTRACT FOR ENGINEERING SERVICES
SUPPLEMENTAL AGREEMENT NO. 5
TO THE PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

THIS SUPPLEMENTAL AGREEMENT to contract for engineering services is by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Carter Burgess, Inc. (*the "Engineer"*) and becomes effective when fully executed by both parties.

WHEREAS, the *County* and the *Engineer* executed a contract on 8/23/2005, and amended it on 12/20/2005, 2/28/2006, 1/24/2007 & 3/6/08;

WHEREAS, the not-to-exceed fee in Exhibit 1, Section 1, Item of the agreement is \$2,357,846; and,

WHEREAS, the "**Compensation Cap**" in Exhibit 1, Section 4, Item 4.3 limits the maximum amount payable under the agreement to \$2,357,846; and,

WHEREAS, the Hourly Rates in Exhibit II are limited to the rates noted; and,

WHEREAS, it has become necessary to amend the agreement.

AGREEMENT


NOW, THEREFORE, premises considered, the *County* and the *Engineer* agree that said contract is amended as follows:

- I. The not-to-exceed fee in Exhibit 1, Section 1, Item 1. I is hereby increased from \$2,357,846 to \$2,471,385.
- II. The Compensation Cap in Exhibit 1, Section 4, Item 4.3 is hereby increased from \$2,357,846 to \$2,471,385.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the *County* and the *Engineer* have executed this supplemental agreement in duplicate,

ENGINEER: Carter & Burgess, Inc.

By: 
Signature

Kevin P. Nelson
Printed Name

Sr. Vice President
Title

2/4/09
Date

COUNTY:

By: _____
Signature

Printed Name

Title

Date

OK




**ATTACHMENT A
SUPPLEMENTAL AGREEMENT NO. 3 TO
WORK AUTHORIZATION NO. 4**

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Carter Burgess, Inc. (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

See Attachment US 79 Improvements (Refer to attached Exhibit B)

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$76,753.00. This represents an increase of \$11,512.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate February 28, 2009, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:
Carter & Burgess, Inc.

By: 
Signature

Kevin P. Nelson
Printed Name

Sr. Vice President
Title

2/4/09
Date

COUNTY:
Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date

LIST OF EXHIBITS

- Exhibit A - Services to be Provided by County
- Exhibit B - Services to be Provided by Engineer
- Exhibit C - Work Schedule
- Exhibit D - Fee Schedule

OK


**WORK AUTHORIZATION NO. 4
SUPPLEMENTAL AGREEMENT #3
EXHIBIT A**

SERVICES TO BE PROVIDED BY THE COUNTY

Project: US 79
Limits: East Taylor Bypass
To: Thrall
County: Williamson
Length: 4.8 Miles

In conjunction with the services to be provided by the Engineer, as described in Exhibit B, Williamson County (the County) shall provide the following:

1. A Project Manager to serve as the primary point of contact for the Engineer, through the County, or their General Consulting Engineer for the project.
2. Results of Geotechnical investigations within the project limits.
3. Assistance in obtaining information from local, regional, state and federal agencies, as necessary.
4. Timely reviews as outlined by the plan review schedule described in the Master Pass Through Toll Agreement.
5. Timely decisions to maintain an agreed upon project schedule.

WORK AUTHORIZATION NO. 4

Exhibit B **SERVICES TO BE PROVIDED BY THE ENGINEER** **US 79 Improvements** **Supplemental Agreement #3** **Williamson County**

Project Limits: Section 5a (E. Taylor Bypass to Thrall) 4.8 miles

GENERAL

The Noack Water Supply Corporation owns and operates an 8-inch water line constructed on the North right-of-way of US 79 between the cities of Taylor and Thrall. The waterline must be relocated as part of the US 79 widening project. This scope of work is based on the following assumptions:

1. Construction documents for relocation of the waterline will be included in the roadway construction documents.
2. Construction drawings consist of plan and profile design.
3. Topographic surveys, boundary surveys, archaeological investigations and environmental permitting are excluded and are assumed to be part of the scope of services for the roadway project.
4. Construction documents for relocation of the waterline will be submitted for final approval at 100%.
5. Size of waterline will remain 8-inch diameter.
6. Waterline will have assigned horizontal location within right-of-way of US 79.

SCOPE OF SERVICES

1.0 Design Phase

- 1.1 Design and prepare drawings for relocation of water line.
- 1.2 Prepare and submit 100% complete contract documents to be included in US 79 roadway construction documents.
- 1.3 Coordinate with Roadway Designer and other utility owners, as required during design.
- 1.4 Prepare opinion of probable construction cost.

Tasks Not Included– The following tasks are not included:

- Bid phase services
- Construction phase services
- Public Meeting attendance or exhibit development
- Environmental mitigation or remediation

**WORK AUTHORIZATION NO. 4
SUPPLEMENTAL AGREEMENT #3
EXHIBIT C**

WORK SCHEDULE

Project: US 79
Limits: East Taylor Bypass
To: Thrall
County: Williamson
Length: 4.8 Miles

The work described in this Supplemental Agreement was completed on October 24, 2008.

CONTRACT NO.: 050789.004
PAGE 1 OF 3
DATE: 15-Nov-08

SUPPLEMENTAL AGREEMENT #3 TO WA #4
EXHIBIT D - FEE SCHEDULE
CARTER & BURGESS, INC.
PROJECT: Preparation of construction plans
for ±22,000 L.F. of 8" Waterline

TASK AND DESCRIPTION		STD. SHEETS	NO. OF SHEETS	PROJECT MANAGER		QC/QA ENGINEER		SENIOR ENGINEER		DESIGN ENGINEER		GRADUATE ENGINEER		SENIOR DESIGN TECHNICIAN		CADD TECHNICIAN		CLERICAL		TOTAL	HRS/SH	
				HRS/SH	HOURS	HRS/SH	HOURS	HRS/SH	HOURS	HRS/SH	HOURS	HRS/SH	HOURS	HRS/SH	HOURS	HRS/SH	HOURS	HRS/SH	HOURS			
I. PROJECT MANAGEMENT (FC 164)																						
A. Coord. With G.E.C.					0				28		0									28		
B. Coordinate with City of Thrall/NWSC					0				4		0		0						0	0		
C. Integrate into PS&E process									0		0									4		
					0				0		0								0	0		
			0						0		0		0		0		0			0		
SUBTOTAL			0		0		0		32		0		0		0		0		0	32		
II. CONSTRUCTION PLANS																						
F. WATERLINE DESIGN (FC 163)																						
1. Plan and Profile Sheets			0		0		0		0		0		0		0		0		41		68	0
2. Erosion Control Plan Sheets			0		0		0		0		0		0		0		0		0	0	0	0
3. Standard Construction Detail Sheets			0		0		0		0		0		0		0		0		0	0	0	0
4. General Notes/Information Sheets			0		0		0		0		0		0		0		0		0	0	0	0
5. Summary of Quantities			0		0		0		0		0		0		0		0		0	0	0	0
SUBTOTAL			0		0		0		0		26.5		0		0		41		0	68	0	0
																					0	
TOTAL HOURS CONST. PLANS			0		0		0		0		27		0		0		41		0	68		
III. MISCELLANEOUS SERVICES																						
SUBTOTAL					0		0		0		0		0							0	0	
TOTAL PROJ. HRS US 79 Sec 5A SAR2					0		0		32		27		0		0		41		0	100		

EXHIBIT D / FEE ESTIMATE

CONTRACT NO.: 050789.004
PAGE 2 OF 3
DATE: 15-Nov-08

SECTION 5a

US 79

FROM: East Taylor Loop TO: Thrall

CARTER & BURGESS, INC.
PROJECT: Preparation of construction plans
for \$22,000 L.F. of 8" Waterline

TASK AND DESCRIPTION	PROJECT MANAGER	QC/QA ENGINEER	SENIOR ENGINEER	DESIGN ENGINEER	GRADUATE ENGINEER	SENIOR TECHNICIAN	CADD TECHNICIAN	CLERICAL	TOTAL
I. PROJECT MANAGEMENT (FC 164)									
HOURLY RATE	\$65.43	\$59.08	\$43.52	\$38.94	\$28.63	\$43.50	\$30.70	\$19.47	
TOTAL HOURS	0	0	32	0	0	0	0	0	32
FIXED FEE	\$0	\$0	\$568	\$0	\$0	\$0	\$0	\$0	\$568
DIRECT SALARY COST	\$0	\$0	\$1,393	\$0	\$0	\$0	\$0	\$0	\$1,393
DIRECT INCLUDING OVERHEAD AND PROFIT	\$0.00	\$0.00	\$4,353.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,353
II. DESIGN SURVEYS									
TOTAL HOURS									0
FIXED FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DIRECT SALARY COST	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DIRECT INCLUDING OVERHEAD AND PROFIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
III. CONSTRUCTION PLANS									
F. WATERLINE DESIGN (FC 164)									
TOTAL HOURS	0	0	0	27	0	0	41	0	68
FIXED FEE	\$0	\$0	\$0	\$421	\$0	\$0	\$513	\$0	\$934
DIRECT SALARY COST	\$0	\$0	\$0	\$1,032	\$0	\$0	\$1,259	\$0	\$2,291
DIRECT INCLUDING OVERHEAD AND PROFIT	\$0.00	\$0.00	\$0.00	\$3,225.00	\$0.00	\$0.00	\$3,934.00	\$0.00	\$7,159
IV. TOTAL CONSTRUCTION PLANS									
TOTAL HOURS	0	0	0	27	0	0	41	0	68
FIXED FEE	\$0	\$0	\$0	\$421	\$0	\$0	\$513	\$0	\$934
DIRECT SALARY COST	\$0	\$0	\$0	\$1,032	\$0	\$0	\$1,259	\$0	\$2,291
DIRECT INCLUDING OVERHEAD AND PROFIT	\$0	\$0	\$0	\$3,225	\$0	\$0	\$3,934	\$0	\$7,159
V. MISCELLANEOUS SERVICES									
TOTAL HOURS	0	0	0	0	0	0	0	0	0
FIXED FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DIRECT SALARY COST	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DIRECT INCLUDING OVERHEAD AND PROFIT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
VI. TOTAL PROJECT									
TOTAL HOURS	0	0	32	27	0	0	41	0	100
FIXED FEE	\$0	\$0	\$568	\$421	\$0	\$0	\$513	\$0	\$1,502
DIRECT SALARY COST	\$0	\$0	\$1,393	\$1,032	\$0	\$0	\$1,259	\$0	\$3,684
DIRECT INCLUDING OVERHEAD AND PROFIT	\$0	\$0	\$4,353	\$3,225	\$0	\$0	\$3,934	\$0	\$11,512

EXHIBIT D / FEE ESTIMATE		CONTRACT NO.: 050789.004
SECTION 5a		PAGE 3 OF 3
US 79		DATE: 15-Nov-08
CARTER & BURGESS, INC.	FROM: East Taylor Loop TO: Thrall	
DIRECT COST - CARTER AND BURGESS, INC.		
Mylar plots	0 Square feet @ \$6.00 per square foot	\$0
Reproduction and Printing	0 Square feet @ \$0.15 per square foot	\$0
Express Deliveries	0 Deliveries @ \$30.00 per delivery	\$0
Auto Mileage	0 Miles @ \$0.48 per mile	\$0
Bond plots	0 Square feet @ \$2.00 per square foot	\$0
TOTAL DIRECT COST - CARTER AND BURGESS, INC.		\$0
SUMMARY - CARTER AND BURGESS, INC.		
Labor and Overhead Cost		\$11,512
Direct Cost		\$0
TOTAL CONTRACT COST		\$11,512



ATTACHMENT A

WORK AUTHORIZATION NO. 5

This Work Authorization is made pursuant to the terms and conditions of the Agreement entered into by and between Williamson County, Texas, a political subdivision of the State of Texas, (*the "County"*) and Carter & Burgess, Inc. (*the "Engineer"*).

Part 1. The *Engineer* will provide the following engineering services:

See Attachment *US 79 Improvements Williamson County* (Refer to attached Exhibit B).

Part 2. The maximum amount payable for services under this Work Authorization without modification is \$102,027.

Part 3. Payment to the *Engineer* for the services established under this Work Authorization shall be made in accordance with the Agreement.

Part 4. This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate on November 30, 2011, unless extended by a Supplemental Work Authorization.

Part 5. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

ATTACHMENT A (con't.)

Part 6. This Work Authorization is hereby accepted and acknowledged below.

ENGINEER:

By: 
Signature

Kevin P. Nelson
Printed Name

Sr. Vice President
Title

2/4/09
Date

COUNTY:

Williamson County, Texas

By: _____
Signature

Printed Name

Title

Date

LIST OF EXHIBITS

Exhibit A - Services to be Provided by County

Exhibit B - Services to be Provided by Engineer

Exhibit C - Work Schedule

Exhibit D - Fee Schedule



**WORK AUTHORIZATION NO. 5
EXHIBIT A**

SERVICES TO BE PROVIDED BY THE COUNTY

Project: US 79 Section 5A
Limits: US 79-B East of Taylor
To: East of FM 1063
County: Williamson
Length: 6.117 Miles

In conjunction with the services to be provided by the Engineer, as described in Exhibit B, Williamson County (the County) shall provide the following:

1. A Project Manager to serve as the primary point of contact for the Engineer, through the County, or their General Consulting Engineer for the Shop Drawing, Change Order and Construction Phase efforts of the project.
2. A written statement of the shop drawing review requirements if they differ in any way from the Texas Department of Transportation review requirements.

WORK AUTHORIZATION NO. 5

Exhibit B **SERVICES TO BE PROVIDED BY THE ENGINEER** **US 79 Improvements** **Williamson County**

Project Limits: Section 5A (US 79-B E. of Taylor to E. of FM 1063) 6.117 miles

Proposed Action: Provide construction phase engineering services for US 79 Section 5A within the project limits described above.

Scope of Services: All design work is to be performed and completed according to the requirements of the Master Agreement between Williamson County (the County) and the Texas Department of Transportation (TxDOT) for the Pass Through Toll Program. This project shall be developed in accordance with TxDOT 2004 Standard Specifications.

If requested, the Engineer shall prepare a written Memorandum of Understanding (MOU) prior to the commencement of any task associated with this Work Authorization and submit it to the County for approval. The MOU shall outline the work, time frame and level of effort associated with each individual task to ensure that both parties are in agreement as to the magnitude of the task.

Construction Phase Services will include:

Shop Drawing Review

Shop drawings requiring review may include, but shall not be limited to, the following items:

- 403 Temporary Shoring
- 441 Steel Structures
- 442 Structural Steel
- 449 Anchor Bolts
- 462 Concrete Box Culverts and Sewers
- 465 Manholes and Inlets
- 471 Frames, Grates, Rings and Covers
- 610 Roadway Illumination Assemblies
- 624 Ground Boxes
- 634 Plywood Signs
- 636 Aluminum Signs (Type A)
- 637 Aluminum Signs (Type G)
- 639 Revising Guide Sign Messages
- 642 Aluminum Signs (Type O2)
- 644 Small Roadside Sign Assemblies
- 644 Small Roadside Sign Supports
- 644 Large Roadside Sign Supports
- 650 Overhead Sign Supports

Shop drawings shall be reviewed as requested. The following procedures shall be used for the reviews:

1. Review the drawings for conformity to the plans, specifications and special provisions, as well as conformity to any subsidiary standards or criteria referred to by the plans, specifications or special provisions.
2. If the drawing is found to be in conformity, or an alternate design is adequate and acceptable, the drawing shall be marked "No Exceptions taken" with signature, date and statement that "Review is only for general conformance with the design concept of the contract documents. Markings or comments shall not be construed as relieving the contractor from compliance with the project plans and specifications, nor departures therefrom. The contractor remains solely responsible for details and accuracy, for conforming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly, for safety and for satisfactory performance of his work."
3. If there are only minor corrections, the incorrect information shall be crossed out and the information will be written next to the crossed out information. All the redlines shall be done in indelible red ink. The submittal shall be returned marked "Make Correction as Noted" and no re-submittal shall be required.
4. If the corrections are more significant and the Engineer does not concur with the information on the drawings, then the submittal shall be returned marked "Amend and Re-submit." The drawings must then be re-submitted for a second review.
5. If the drawings are found not to be in conformity, the drawings shall be marked "Rejected See Remarks." An explanation of why the submittal was disapproved will be provided in enough detail for the Contractor to be able to make the corrections for re-submittal.
6. A cover letter will be returned with the reviewed drawings containing:
 - A description of the submittal;
 - The status of the submittal;
 - A listing of sheet numbers and titles reviewed;
 - If the design reviewed was an alternate design, a notation declaring that an alternate design was presented and what criteria were used to determine if the alternate design is adequate and acceptable and;
 - If the submittal was not accepted without exception, an explanation of the exceptions.

Preparation of Change Orders, Alternate Design or Additional Design Details –

Prepare Change Orders, Alternate Designs or Additional Design Details as directed by the County or its representatives throughout the duration of construction. Document each Change Order, Alternate Design or Design Details in sufficient detail to allow for the processing of the design refinement. Submit original mylar drawings and six copies of all Change Orders or designs requested by the County. In relation to preparation of change order documents, The Engineer shall be available to:

- Prepare a Fair Construction Cost Estimate for the change

**WORK AUTHORIZATION NO. 5
EXHIBIT C**

WORK SCHEDULE

Project: US 79
Limits: US 79-B East of Taylor
To: East of FM 1063
County: Williamson
Length: 6.117 Miles

The Engineer shall complete the review of **all shop drawings** within 14 calendar days from the date of its receipt, unless permitted otherwise by Williamson County (the County) or its representatives.

If requested, on tasks defined as construction phase services that are not related to shop drawings, a schedule shall be outlined within the Memorandum of Understanding for each of those tasks.

A	B	C	D	E	F	G	H	I	J	K	L
1											
2	CARTER & BURGESS, INC.			EXHIBIT D							Contract No. 050789
3				ENGINEERING FEE ESTIMATE							
4				US 79 SECTION 5A							
5	CONSTRUCTION PHASE SERVICES			WORK AUTHORIZATION NO. 5							
6				2006 CONTRACT SALARY RATES							
7											
8	HOURS										
9				PROJECT	SENIOR	DESIGN	GRADUATE	SENIOR	CADD		
10	FUNCTION CODE / TASK DESCRIPTION			MANAGER	ENGINEER	ENGINEER	ENGINEER	TECHNICIAN	TECHNICIAN	CLERICAL	TOTAL
11											
12	SHOP DRAWING REVIEW			8	24	30	8	0	0	4	74
13	CHANGE ORDERS, ALTERNATE OR ADDITIONAL DESIGN			24	130	160	80	0	100	12	506
14	CONSTRUCTION PHASE QUESTIONS / REQUESTS FOR INFORMATION (RFI)			24	40	30	20	0	40	4	158
15	ATTEND MEETINGS			16	24	24	16	0	4	0	84
16											
17	TOTALS: CONSTRUCTION PHASE SERVICES			72	218	244	124	0	144	20	822
18											
19	COST										
20	LOADED HOURLY RATE			\$207.61	\$136.02	\$121.70	\$89.49	\$137.20	\$95.96	\$60.84	
21											
22	DIRECT SALARY COST			\$14,948	\$29,652	\$29,695	\$11,097	\$0	\$13,818	\$1,217	\$100,427
23											
24											
25											
26											
27											
28											
29	COST INCLUDING OVERHEAD AND PROFIT			\$14,948	\$29,652	\$29,695	\$11,097	\$0	\$13,818	\$1,217	\$100,427
30											
31											
32				Subtotal		Delivery					TOTAL
33	SUMMARY			Print/	Travel	Postage	Misc	Subtotal	Engineering		ENGINEERING
34				Repro		Materials		Expenses	Fee		FEE
35											
36	CARTER & BURGESS, INC.			\$600	\$500	\$500	\$0	\$1,600	\$102,027		\$102,027
37											
38											
39											
40	TOTALS										\$102,027
41											
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Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consideration and action with respect to "Order Authorizing the Issuance of Williamson County, Texas Limited Tax Bonds; Levying an Ad Valorem Tax in Support of the Bonds; Approving a Paying Agent/Registrar Agreement and an Official Statement; Establishing the Procedures for Selling and Delivering the Bonds; and Authorizing Other Matters Relating to the Bonds."

Background**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Paying Agent](#)

Link: [Order 3](#)

Form Routing/Status

Form Started By: Wendy Coco Started On: 02/13/2009 10:16 AM
Final Approval Date: 02/13/2009

PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT entered into as of February 15, 2009 (this "Agreement"), by and between Williamson County, Texas (the "Issuer"), and Wells Fargo Bank, N.A., a banking association duly organized and existing under the laws of the State of Texas (the "Bank").

RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its \$92,085,000 Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds, Series 2009 and \$8,000,000 Williamson County, Texas Limited Tax Bonds, Series 2009, (collectively, the "Securities"), such Securities to be issued in fully registered form only as to the payment of principal and interest thereon; and

WHEREAS, the Securities are scheduled to be delivered to the initial purchasers thereof on or about March 10, 2009; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on the Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE ONE APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

Section 1.01. Appointment.

The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities. As Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof, all in accordance with this Agreement and the "Order" (hereinafter defined).

The Issuer hereby appoints the Bank as Registrar with respect to the Securities. As Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of the Securities and with respect to the transfer and exchange thereof as provided herein and in the "Order."

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

Section 1.02. Compensation.

As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in Schedule A attached hereto for the first year of this Agreement and thereafter the fees and amounts set forth in the Bank's current fee schedule then in effect for services as Paying Agent/Registrar for political subdivisions, which shall be supplied to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

**ARTICLE TWO
DEFINITIONS**

Section 2.01. Definitions.

For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Bank Office" means the designated office for payment of the Bank as indicated on the signature page hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Fiscal Year" means the fiscal year of the Issuer, as designated by the Issuer, currently ending September 30.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Issuer Request" and "Issuer Order" means a written request or resolution signed in the name of the Issuer by the Authorized Representative, as defined in the Order, any one or more of said officials, delivered to the Bank.

"Legal Holiday" means a day on which the Bank is required or authorized to be closed.

"Order" means the Second Supplemental Order and Order Authorizing the Issuance of Williamson County, Texas Limited Tax Bonds; Levying an Ad Valorem Tax in Support of the Bonds; Approving a Paying Agent/Registrar Agreement and an Official Statement; Establishing the Procedures for Selling and Delivering the Bonds; and Authorizing Other Matters Relating to the Bonds of the governing body of the Issuer pursuant to which the Securities are issued, certified by the County Secretary or any other officer of the Issuer and delivered to the Bank.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Order).

"Redemption Date" when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of the Order.

"Responsible Officer" when used with respect to the Bank means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfer of the Securities.

"Stated Maturity" means the date specified in the Order on which the principal of a Security is scheduled to be due and payable.

Section 2.02. Other Definitions.

The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

ARTICLE THREE PAYING AGENT

Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date, or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the Bank Office.

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and preparing and sending checks by United States Mail, first-class postage prepaid, on each payment date, to the Holders of the Securities (or their Predecessor Securities) on the respective Record Date, to the address appearing on the Security Register or by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Order.

Section 3.03 Reporting Requirements.

To the extent required by the Internal Revenue Code of 1986, as amended, or the Treasury Regulations, the Bank shall report to or cause to be reported to the Holders and the Internal Revenue Service the amount of interest paid or the amount treated as interest accrued on the Securities which is required to be reported by the Holders on their returns of federal income tax.

ARTICLE FOUR REGISTRAR

Section 4.01. Security Register - Transfers and Exchanges.

The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register"), and, if the Bank Office is located outside the State of Texas, a copy of such books and records shall be kept in the State of Texas, for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank also agrees to keep a copy of the Security Register within the State of Texas. All transfers, exchanges and replacement of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the National Association of Securities Dealers, in form satisfactory to the Bank, duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

Section 4.02. Certificates.

The Issuer shall provide an adequate inventory of printed Securities certificates to facilitate transfers or exchanges thereof. The Bank covenants that the inventory of printed Securities certificates will be kept in safekeeping pending their use, and reasonable care will be exercised by the Bank in maintaining such Securities certificates in safekeeping, which shall be not less than the level of care maintained by the Bank for debt securities of other political subdivisions or corporations for which it serves as registrar, or that it maintains for its own securities.

Section 4.03. Form of Security Register.

The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

Section 4.04. List of Security Holders.

The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order or other notice of a legal proceeding and prior to the release or disclosure of any of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the same or such release or disclosure of the contents of the Security Register.

Section 4.05. Return of Cancelled Certificates.

The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

Section 4.06. Mutilated, Destroyed, Lost or Stolen Securities.

The Issuer hereby instructs the Bank, subject to the applicable provisions of the Order, to deliver and issue Securities certificates in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities certificates as long as the same does not result in an overissuance.

In case any Security shall be mutilated, or destroyed, lost or stolen, the Bank, in its discretion, may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such destroyed lost or stolen Security, only after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, or destroyed, lost or stolen.

Section 4.07. Transaction Information to Issuer.

The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities certificates it has paid pursuant to Section 3.01, Securities certificates it has delivered upon the transfer or exchange of any Securities certificates pursuant to Section 4.01, and Securities certificates it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities certificates pursuant to Section 4.06.

**ARTICLE FIVE
THE BANK**

Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

The Bank is also authorized to transfer funds relating to the closing and initial delivery of the securities in the manner disclosed in the closing memorandum approved by the Issuer as prepared by the Issuer's financial advisor or other agent. The Bank may act on a facsimile transmission of the closing memorandum to be followed by an original of the closing memorandum signed by the financial advisor or the Issuer.

Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proven that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities certificates containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document supplied by the Issuer.

(e) The Bank may consult with legal counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon, provided that any such written advice or opinion is supplied to the Issuer by the Bank.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

Section 5.03. Recitals of Issuer.

The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

Section 5.04. May Hold Securities.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

Section 5.05. Moneys Held by Bank.

The Bank shall deposit any moneys received from the Issuer into a segregated account to be held by the Bank solely for the benefit of the owners of the Securities to be used solely for the payment of the Securities, with such moneys in the account that exceed the deposit insurance available to the Issuer by the Federal Deposit Insurance Corporation, to be fully collateralized with securities or obligations that are eligible under the laws of the State of Texas to secure and be pledged as collateral for such accounts until the principal and interest on such securities have been presented for payment and paid to the owner thereof. Payments made from such account shall be made by check drawn on such account unless the owner of such Securities shall, at its own expense and risk, request such other medium of payment.

Subject to the Unclaimed Property Law of the State of Texas, any money deposited with the Bank for the payment of the principal, premium (if any), or interest on any Security and remaining unclaimed for three years after the final maturity of the Security has become due and payable will be paid by the Bank to the Issuer if the Issuer so elects, and the Holder of such Security shall hereafter look only to the Issuer for payment thereof, and all liability of the Bank with respect to such monies shall thereupon cease. If the Issuer does not elect, the Bank is directed to report and dispose of the funds in compliance with Title Six of the Texas Property Code, as amended.

Section 5.06. Indemnification.

To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on the Bank's part, arising out of or in connection with the Bank's acceptance or administration of its duties hereunder, including the cost and expense incurred by the Bank in defending against any claim or from liability imposed on the Bank in connection with the Bank's exercise or performance of any of its powers or duties under this Agreement.

Section 5.07. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the Williamson County, Texas, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this

Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in Williamson County, Texas to determine the rights of any Person claiming any interest herein.

Section 5.08. Depository Trust Company Services.

It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements," effective August 1, 1987, which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

Attached hereto is a copy of the Blanket Issuer Letter of Representations between the Issuer and The Depository Trust Company, New York, New York, providing for the Bonds to be issued in a Book-Entry Only System. The Bank and the Issuer hereby confirm their obligations under such Letter of Representation.

**ARTICLE SIX
MISCELLANEOUS PROVISIONS**

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page of this Agreement.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their respective successors and assigns, whether so expressed or not.

Section 6.06. Severability.

In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

Section 6.08. Entire Agreement.

This Agreement and the Order constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Order, the Order shall govern.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Termination.

This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon thirty (30) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. Furthermore, the Bank and Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02, 5.02, 5.03 and 5.06 of this Agreement shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: _____

Title: _____

400 W. 15th Street, Suite 150
Austin, Texas 78701

WILLIAMSON COUNTY, TEXAS

By: _____
County Auditor
710 S. Main Street
Georgetown, Texas 78626

SCHEDULE A

Paying Agent/Registrar Fee Schedule

Annual Fee	\$ 300
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**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS
LIMITED TAX BONDS; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE
BONDS; APPROVING A PAYING AGENT/REGISTRAR AGREEMENT AND AN
OFFICIAL STATEMENT; ESTABLISHING THE PROCEDURES FOR SELLING AND
DELIVERING THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING
TO THE BONDS**

Adopted February 17, 2009

**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS
LIMITED TAX BONDS; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE
BONDS; APPROVING A PAYING AGENT/REGISTRAR AGREEMENT AND AN
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EXHIBIT A - Definitions

EXHIBIT B - Form of Bonds

**ORDER AUTHORIZING THE ISSUANCE OF WILLIAMSON COUNTY, TEXAS
LIMITED TAX BONDS; LEVYING AN AD VALOREM TAX IN SUPPORT OF THE
BONDS; APPROVING A PAYING AGENT/REGISTRAR AGREEMENT AND AN
OFFICIAL STATEMENT; ESTABLISHING THE PROCEDURES FOR SELLING AND
DELIVERING THE BONDS; AND AUTHORIZING OTHER MATTERS RELATING
TO THE BONDS**

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

WHEREAS, on August 29, 2006, in accordance with Chapter 1251, Texas Government Code, as amended, the Texas Election Code, as amended, and other general laws, the Commissioners Court of Williamson County, Texas (the "County") adopted an "Order Calling a Bond Election; Making Provision for Conducting the Election; and Ordering Other Matters Incident and Related to Such Election" with such election to be held within the County on November 7, 2006 to submit to the voters of the County two different propositions to authorize the bonds hereinafter stated; and

WHEREAS, the voters of the County authorized the Commissioners Court of the County to issue the bonds set forth in Proposition Number 1 which aggregates \$228,000,000 in principal amount for road projects ("Proposition Number 1") and Proposition Number 2 which aggregates \$22,000,000 in principal amount for park purposes; and

WHEREAS, the Commissioners Court has previously issued \$14,000,000 of the \$22,000,000 in bonds authorized by Proposition Number 2 for the purpose of constructing, improving, renovating, equipping and acquiring land, buildings and facilities for park and recreational purposes including parkland, open space/preserve land, scenic easement, trail acquisition and pedestrian and bike trail improvements or in aid thereof, and the Commissioners Court deems it to be in the best interest of the County to issue the remaining \$8,000,000 of the authorized but unissued from Proposition Number 2; and

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this section. The bond or bonds of the County are hereby authorized pursuant to Chapters 1251 and 1371, Texas Government Code and Chapter 331, Texas Local Government Code, to be issued and delivered in the aggregate principal amount not to exceed \$8,000,000, for the purpose of funding park projects as set forth in Proposition Number 2 as provided in the preamble to this Order and pay certain costs of issuance of the Bonds.

Section 2. DEFINITIONS. When used in this Order, except in Section 5, and in any resolution or order amendatory or supplemental hereto, the terms listed below shall have the meanings specified below, unless it is otherwise expressly provided or unless the context otherwise requires:

"Accreted Value" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with the Pricing Certificate and the Accretion Table attached as an exhibit to the Pricing Certificate relating to the respective Series of Bonds that shows the Accreted Value per \$5,000 maturity amount on the calculation date of maturity to its maturity.

"Accretion Table" means the exhibit attached to the Pricing Certificate that sets forth the rounded original principal amounts at the Issuance Date for the Premium Compound Interest Bonds and the Accreted Values and maturity amounts thereof as of each Compounding Date until final maturity.

"Authorized Denominations" means the denomination of \$5,000 or any integral multiple thereof with respect to the Current Interest Bonds and in the denomination of \$5,000 in maturity amount or any integral multiple thereof with respect to the Premium Compound Interest Bonds.

"Bonds" means and includes collectively the Premium Compound Interest Bonds and Current Interest Bonds initially issued and delivered for each Series pursuant to this Bond Order and the respective Pricing Certificate for each Series of Bonds and all substitute Bonds exchanged therefor, as well as all other substitute bonds and replacement bonds issued pursuant hereto, and the term "Bond" shall mean any of the Bonds.

"Bond Order" or "Order" means this Order of the Commissioners Court authorizing the issuance of the Bonds.

"Business Day" means any day which is not a Saturday, Sunday or a day on which the Paying Agent/Registrar is authorized by law or executive order to remain closed.

"Commissioners Court" means the governing body of the County.

"Compounded Amount" means, with respect to a Premium Compound Interest Bond, as of any particular date of calculation, the original principal amount thereof plus all interest accrued and compounded to the particular date of calculation.

"Compounding Dates" means the dates on which interest is compounded on the Premium Compound Interest Bonds as set forth in the Accretion Table attached to the Pricing Certificate.

"County" means Williamson County, Texas and any other public agency succeeding to the powers, rights, privileges, and functions of the County and, when appropriate, the Commissioners Court of the County.

"Current Interest Bonds" means the Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in the Pricing Certificate.

"Defeasance Securities" means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Commissioners Court adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of the Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent.

"Federal Securities" means direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Fiscal Year" means the twelve-month accounting period for the County, which presently is the twelve-month period beginning on October 1 of each year and ending on September 30 of the following year, but which may be changed from time to time by the Commissioners Court.

"Initial Bond" means the Bond authorized, issued, and initially delivered as provided in Section 3 of this Bond Order.

"Interest Payment Date" means a date on which interest on the Current Interest Bonds is due and payable as set forth in the Pricing Certificate.

"Issuance Date" means the date of delivery of the Bonds.

"MSRB" means the Municipal Securities Rulemaking Board.

"NRMSIR" means each person whom the SEC or its staff has determined to be a nationally recognized municipal securities information repository within the meaning of the Rule from time to time.

"Outstanding" when used with reference to Bonds, means, as of a particular date, all Bonds theretofore and thereupon delivered except; (a) any Bond canceled by or on behalf of the County at

or before said date, (b) any Bond defeased or no longer considered Outstanding pursuant to the provisions of this Order or otherwise defeased as permitted by applicable law and (c) any such Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to this Order.

"Premium Compound Interest Bonds" means the Bonds on which no interest is paid prior to maturity, maturing in various amounts and in the aggregate principal amount as set forth in the Pricing Certificate.

"Pricing Certificate" means the Pricing Certificate of the County's Pricing Officer to be executed and delivered pursuant to Section 3 hereof in connection with the issuance of each Series of Bonds.

"Pricing Officer" means the County Auditor, acting as the designated pricing officer of the County to execute the Pricing Certificate. In the absence of the County Auditor, the County Judge may act as the designated pricing officer of the County to execute the Pricing Certificate.

"Record Date" means, with respect to an Interest Payment Date of August 15, the preceding July 31, and with respect to an Interest Payment Date of February 15, the preceding January 31, whether or not such dates are Business Days.

"Redemption Date" means a date fixed for redemption of any Bond pursuant to the terms of this Bond Order.

"Register" means the registry system maintained on behalf of the County by the Registrar in which are listed the names and addresses of the Registered Owners and the principal amount of Bonds registered in the name of each Registered Owner.

"Registered Owner" means any person or entity in whose name a Bond is registered.

"Registrar" or "Paying Agent/Registrar" means Wells Fargo Bank, N.A., or such other bank, trust company, financial institution, or other entity as may hereafter be designated by the County to act as paying agent and registrar for the Bonds in accordance with the terms of this Bond Order.

"Replacement Bonds" means the Bonds authorized by the County to be issued in substitution for lost, apparently destroyed, or wrongfully taken Bonds as provided in Section 9 of this Bond Order.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Series" means each series of Bonds issued from time to time, as determined by the Pricing Officer, pursuant to this Bond Order.

"SID" means any person designated by the State of Texas or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

"Underwriter" means the senior managing underwriter as selected by the Pricing Officer for each Series issued pursuant to this Bond Order and the other co-managers as the Pricing Officer deems appropriate.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS AND DELEGATION TO PRICING OFFICER. Each bond issued pursuant to this Order shall be designated: "**WILLIAMSON COUNTY, TEXAS LIMITED TAX BOND, SERIES 2009**" in one or more Series and initially there shall be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, which may be in the form of Current Interest Bonds or Premium Compound Interest Bonds, numbered consecutively from R-1 upward, in the case of Current Interest Bonds, and from PC-1 upward, in the case of Premium Compound Interest Bonds (except the Initial Bond delivered to the Attorney General of the State of Texas which shall be numbered T-1 and TPC-1, respectively) payable to the respective initial Registered Owners thereof, or to the registered assignee or assignees of said Bonds or any portion or portions thereof, in Authorized Denominations, maturing not later than February 15, 2037, serially or otherwise on the dates, in the years and in the principal amounts, respectively, and dated, all as set forth in the Pricing Certificate to be executed and delivered by the Pricing Officer pursuant to subsection (b) of this section. The Pricing Certificate is hereby incorporated in and made a part of this Order and shall be filed in the minutes of the Commissioners Court as a part of this Order. Each Series of the Bonds shall be designated by the year in which it is awarded pursuant to Section 3(b) below and in the event that another Series of Bonds is issued within a calendar year each Series within that year will have a letter designation following the year. The authority for the Pricing Officer to execute and deliver the Award Certificate for a Series of Bonds shall expire at the close of business on February 17, 2010.

(b) As authorized by Section 1207.007, Texas Government Code, as amended, the Pricing Officer is hereby authorized to act on behalf of the County in selling and delivering the Bonds of each Series and carrying out the other procedures specified in this Order, including determining the date of the Bonds of each Series, any additional or different designation or title by which the Bonds of each Series shall be known, the price at which the Bonds of each Series will be sold, the years in which the Bonds of each Series will mature, the principal amount to mature in each of such years, the aggregate principal amount of Current Interest Bonds and Premium Compound Interest Bonds, the rate or rates of interest to be borne by each such maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds of each Series shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds of each Series, all of which shall be specified in the Pricing Certificate; provided that (i) the price to be paid for the Bonds shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery, (ii) none of the Bonds shall bear interest at a rate, or yield in the case of Premium Compound Interest Bonds, greater than the maximum authorized by law, and

(iii) the Bonds have been rated by a nationally-recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations as required by Chapter 1371, Texas Government Code, as amended. In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not to exceed the amount authorized in Section 1, which shall be sufficient to provide for the purposes for which the Bonds are authorized and to pay the costs of issuing the Bonds. The Bonds shall be sold by negotiated sale to the Underwriter pursuant to a bond purchase agreement at such price, with and subject to such terms, as determined by the Pricing Certificate. The Pricing Officer shall designate the senior managing underwriter for each Series and the other co-managers as the Pricing Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms for the County.

(c) The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in this Order to their respective dates of maturity or redemption at the rates per annum set forth in the Pricing Certificate.

The Premium Compound Interest Bonds shall bear interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded on the Compounding Dates as set forth in the Pricing Certificate, and payable, together with the principal amount thereof, in the manner provided in the Form of Bonds at the rates set forth in the Pricing Certificate. Attached to the Pricing Certificate, if Premium Compound Interest Bonds are to be issued, shall be the Accretion Table. The Accreted Value with respect to any date other than a Compounding Date is the amount set forth on the Accretion Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Accretion Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

Section 4. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, Conversion and Exchange; Authentication. The County shall keep or cause to be kept at Wells Fargo Bank, N.A., Austin, Texas (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Register"), and the County hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the County and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Register the address of the Registered Owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The County shall have the right to inspect the Register during regular business hours of the

Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Register confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The County shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Order. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) of this Order, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional orders or resolutions need be passed or adopted by the Commissioners Court of the County or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be printed or typed on paper of customary weight and strength. Pursuant to Chapter 1201, Texas Government Code, as amended, and particularly Subchapter D thereof, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The County hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Order and the Pricing Certificate. The Paying Agent/Registrar shall keep proper records of all payments made by the County and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in this Order. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new Record Date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the past due interest shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the Registered Owners thereof, (ii) may be transferred and assigned, (iii) may be converted and exchanged for other Bonds, (iv) shall have the characteristics, (v) shall be signed, sealed, executed and authenticated, (vi) the principal of and interest on the Bonds shall be payable, and (vii) shall be administered and the Paying Agent/Registrar and the County shall have certain duties and responsibilities with respect to

the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the Pricing Certificate and the FORM OF BOND set forth in this Order. The Initial Bond is not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Initial Bond or Bonds issued under this Order the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The County covenants with the Registered Owners of the Bonds that at all times while the Bonds are outstanding the County will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one entity. The County reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 30 days written notice to the Paying Agent/Registrar, to be effective at such time which will not disrupt or delay payment on the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the County covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Register (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the County. Upon any change in the Paying Agent/Registrar, the County promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each Registered Owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry-Only System. The Bonds issued in exchange for the Initial Bond initially issued as provided in Section 4(h) shall be issued in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC") and except as provided in subsection (f) hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC participants (the "DTC Participant") or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any

ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any person, other than a Registered Owner, as shown on the Register of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest, with respect to such Bond, for the purposes of registering transfers with respect to such Bond, and for all other purposes of registering transfers with respect to such Bonds, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Register as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of principal, and interest pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered owner at the close of business on the Record Date the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry system through DTC or a successor or DTC determines to discontinue providing its services with respect to the Bond, the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names the Registered Owner transferring or exchanging Bond shall designate, in accordance with the provisions of this Order.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations of the County to DTC.

(h) Initial Bond. The Bonds herein authorized shall be initially issued as fully registered Bonds, being one Bond in the denomination of the applicable principal amount and the Initial Bond

shall be registered in the name of the Underwriter. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Underwriter. Immediately after the delivery of the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond delivered hereunder and exchange therefor Bonds in the form of a separate single fully registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and except as provided in Section 4(f) herein, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(i) DTC Blanket Letter of Representations. The County confirms execution of a Blanket Issuer Letter of Representations with DTC establishing the Book-Entry-Only System which will be utilized with respect to each Series of the Bonds.

Section 5. FORM OF BOND. The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Order, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Order and the Pricing Certificate.

FORM OF FIRST PARAGRAPHS OF CURRENT INTEREST BONDS

NO. R-	UNITED STATES OF AMERICA STATE OF TEXAS WILLIAMSON COUNTY	PRINCIPAL AMOUNT \$ _____
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WILLIAMSON COUNTY, TEXAS
LIMITED TAX BOND
SERIES 2009

<u>INTEREST RATE</u>	<u>DATE OF BOND</u>	<u>MATURITY DATE</u>	<u>CUSIP NO.</u>
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REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ **DOLLARS**

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner")

the principal amount set forth above, and to pay interest thereon from _____*, on _____* and semiannually thereafter on each February 15 and August 15 to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at Wells Fargo Bank, N.A.s (the "Paying Agent/Registrar") at their office in Austin, Texas (the "Designated Payment/Transfer Office"). The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the Registered Owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the County required by the order authorizing the issuance of this Bond (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the Registered Owner hereof, at its address as it appeared on the close of business as of the last day of the month preceding each such date (the "Record Date") on the Register kept by the Paying Agent/Registrar (the "Register"). In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

*To be completed as determined in the Pricing Certificate

DURING ANY PERIOD in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, if fewer than all of the Bonds of the same maturity and bearing the same interest rate are to be redeemed, the particular Bonds of such maturity and bearing such interest rate shall be selected in accordance with the arrangements between the County and the securities depository.

ANY ACCRUED INTEREST due at maturity as provided herein or upon the redemption of this Bond prior to maturity shall be paid to the Registered Owner upon presentation and surrender of this Bond for payment at the Designated Payment/Transfer Office of the Paying Agent/Registrar. The County covenants with the Registered Owner of this Bond that on or before each principal payment date, interest payment date and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

FORM OF FIRST PARAGRAPHS OF PREMIUM COMPOUND INTEREST BONDS

NO. PC-	UNITED STATES OF AMERICA	MATURITY
	STATE OF TEXAS	AMOUNT
	WILLIAMSON COUNTY	\$_____

**WILLIAMSON COUNTY, TEXAS
LIMITED TAX BOND
SERIES 2009**

<u>INTEREST RATE</u>	<u>ISSUANCE DATE</u>	<u>DATE OF BONDS</u>	<u>MATURITY DATE</u>
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REGISTERED OWNER:

MATURITY AMOUNT:

DOLLARS

ON THE MATURITY DATE specified above, **WILLIAMSON COUNTY, TEXAS** (the "County"), being a political subdivision of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "Registered Owner") the principal amount set forth above representing the principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof from the Issuance Date at the interest rate per annum specified above, calculated on the basis of a 360 day year comprised of twelve 30 day months, compounded semiannually on February 15 and August 15 of

each year commencing _____, 20____*. For convenience of reference a table of the "Accreted Value" per \$5,000 Maturity Amount is printed on the reverse side of this Bond. The term "Accreted Value" as set forth in the table on the reverse side hereof shall mean the original principal amount plus initial premium per \$5,000 Maturity Amount compounded semiannually on February 15* and August 15* at the yield shown on such table.

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the Registered Owner hereof upon presentation and surrender of this Bond at maturity, at the designated office for payment of Wells Fargo Bank, N.A. which is the "Paying Agent/Registrar" for this Bond, and shall be drawn by the Paying Agent/Registrar on, and solely from, funds of the County required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the Registered Owner hereof, as it appears on the Register kept by the Paying Agent/Registrar, as hereinafter described. The County covenants with the Registered Owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due. Notwithstanding the foregoing, during any period in which ownership of the Bonds is determined only by a book entry at a securities depository for the Bonds, any payment to the securities depository, or its nominee or registered assigns, shall be made in accordance with existing arrangements between the County and the securities depository.

[FORM OF REMAINDER OF EACH BOND]

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the county where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a series of Bonds dated _____*, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$_____*
[CONSTITUTING \$_____ CURRENT INTEREST BONDS AND \$_____ PREMIUM COMPOUND INTEREST BONDS] FOR THE PURPOSE OF PROVIDING**

*As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

**To be included only if Current Interest Bonds and Premium Compound Interest Bonds are both issued and completed as determined in the Pricing Certificate.

FUNDS: (i) FOR PARK PROJECTS AND (ii) TO PAY CERTAIN COSTS OF ISSUANCE OF THE BONDS.

(INSERT REDEMPTION PROVISIONS AS PROVIDED IN THE PRICING CERTIFICATE)

ON FEBRUARY 15, _____, or on any date thereafter, the Bonds maturing on and after February 15, _____ may be redeemed prior to their scheduled maturities, at the option of the County, with funds derived from any available and lawful source, at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption as a whole, or from time to time in part, and, if in part, the particular Bonds, or portions thereof, to be redeemed shall be selected and designated by the County and if less than all of a maturity is to be redeemed, the Paying Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed (provided that a portion of a Bond may be redeemed only in integral multiples of \$5,000).

[THE BONDS MATURING ON FEBRUARY 15, _____ * are subject to mandatory sinking fund redemption by lot prior to maturity in the following amounts, on the following dates and at a price of par plus accrued interest to the redemption date.

Bonds Maturing on February 15, _____ *

Mandatory Redemption Date *

_____ †

Principal Amount *

\$ _____ †

†Final Maturity

THE PRINCIPAL AMOUNT of the Bonds required to be redeemed pursuant to the operation of the mandatory sinking fund redemption provisions shall be reduced, at the option of the County by the principal amount of any Bonds of the stated maturity which, at least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the County at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and cancelled by the Paying Agent/Registrar at the request of the County with monies in the Interest and Sinking Fund at a price not exceeding the principal amount of the Bonds plus accrued interest to the date of purchase thereof, or (3) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory sinking fund redemption requirement.]**

*As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

**To be included only if certain maturities of Bonds are subject to mandatory sinking fund redemption as determined by the Pricing Officer in the Pricing Certificate.

NO LESS THAN 30 calendar days prior to the date fixed for any such redemption, the County shall cause the Paying Agent/Registrar to send notice by United States mail, first-class postage prepaid to the Registered Owner of each Bond to be redeemed at its address as it appeared on the Register of the Paying Agent/Registrar at the close of business on the 45th day prior to the redemption date and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure to send, mail or receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bonds. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the Registered Owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bonds shall be redeemed a substitute Bonds or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the Registered Owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the Registered Owner upon the surrender thereof for cancellation, at the expense of the County, all as provided in the Bond Order.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Order, this Bond, or any unredeemed portion hereof, may, at the request of the Registered Owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate Registered Owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate Registered Owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the Registered Owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the Registered Owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the County. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange,

as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing on the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date or (ii) with respect to any Bond or portion thereof called for redemption prior to maturity, within 45 days prior to its redemption date; provided, however, such limitation of transfer shall not be applicable to an exchange by the Registered Owner of the unredeemed balance of the Bond.

WHENEVER the beneficial ownership of this Bond is determined by a book entry at a securities depository for the Bonds, the foregoing requirements of holding, delivering or transferring this Bond shall be modified to require the appropriate person or entity to meet the requirements of the securities depository as to registering or transferring the book entry to produce the same effect.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the County, resigns, or otherwise ceases to act as such, the County has covenanted in the Bond Order that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the Registered Owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the County, and have been pledged for such payment, within the limits prescribed by law.

BY BECOMING the Registered Owner of this Bond, the Registered Owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the County, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each Registered Owner hereof and the County.

IN WITNESS WHEREOF, the County has caused this Bond to be signed with the manual or facsimile signature of the County Judge of the County and countersigned with the manual or facsimile signature of the County Clerk and County Treasurer, and has caused the official seal of the County to be duly impressed, or placed in facsimile, on this Bond.

County Clerk

County Judge

County Treasurer

[COUNTY SEAL]

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Order described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a Bond, Bonds, or a portion of a Bond or Bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated

WELLS FARGO BANK, N.A.
Paying Agent/Registrar

By _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Please insert Social Security or Taxpayer
Identification Number of Transferee

(Please print or typewrite name and address,
including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints
_____, attorney, to register the transfer of the within
Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be
guaranteed by a member firm of
the New York Stock Exchange or
a commercial bank or trust company.

NOTICE: The signature above
must correspond with the name
of the Registered Owner as it
appears upon the front of this
Bond in every particular, with-
out alteration or enlargement
or any change whatsoever.

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by
the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller
of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts
of the State of Texas

[COMPTROLLER'S SEAL]

INSERTIONS FOR THE INITIAL CURRENT INTEREST BOND

The Initial Bond for a Current Interest Bond shall be in the form set forth in this Section, except that;

A. immediately under the name of the Current Interest Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO." shall be deleted.

B. the first paragraph shall be deleted and the following will be inserted:

"ON THE MATURITY DATE SPECIFIED BELOW, Williamson County, Texas (the "County"), being a political subdivision, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rates</u>
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(Information from Pricing Certificate to be inserted)

The County promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from _____* at the respective Interest Rate per annum specified above. Interest is payable on _____* and semiannually on each August 15 and February 15 thereafter to the date of payment of the principal installment specified above; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

C. The Initial Bond for a Current Interest Bond shall be numbered "T-1" and the Initial Bond for a Premium Compound Interest Bond shall be numbered "TPC-1"

Section 6. TAX LEVY. A special Interest and Sinking Fund (the "Interest and Sinking Fund") is hereby created solely for the benefit of the Bonds, and the Interest and Sinking Fund shall be established and maintained by the County at an official depository bank of the County. The

*As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of the County, and shall be used only for paying the interest on and principal of the Bonds. All ad valorem taxes levied and collected for and on account of the Bonds shall be deposited, as collected, to the credit of the Interest and Sinking Fund. During each year while any of the Bonds or interest thereon are outstanding and unpaid, the Commissioners Court of the County shall compute and ascertain a rate and amount of ad valorem tax which will be sufficient to raise and produce the money required to pay the interest on the Bonds as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of the Bonds as such principal matures (but never less than 2% of the original principal amount of the Bonds as a sinking fund each year); and the tax shall be based on the latest approved tax rolls of the County, with full allowance being made for tax delinquencies and the cost of tax collection. The rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in the County for each year while any of the Bonds or interest thereon are outstanding and unpaid; and the tax shall be assessed and collected each such year and deposited to the credit of the Interest and Sinking Fund. The ad valorem taxes sufficient to provide for the payment of the interest on and principal of the Bonds, as such interest comes due and such principal matures, are hereby pledged for such payment within the limits prescribed by law. Accrued interest and any premium on the Bonds shall be deposited in the Interest and Sinking Fund. Any such premium shall be used to only pay principal of the Bonds.

Section 7. DISPOSITION OF PROCEEDS. Proceeds from the sale of the Bonds shall, promptly upon receipt thereof, be applied by the Pricing Officer as follows:

- (i) any underwriting discount or fees for the Bonds may be retained by and/or wired directly to such parties;
- (ii) any accrued interest shall be deposited into the Interest and Sinking Fund; and
- (iii) an amount sufficient to pay the remaining costs of issuance of the Bonds and the cost of the projects authorized in Section 1 of this Ordinance.

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of and interest on the Current Interest Bonds and Maturity Amounts in the case of Capital Appreciation Bonds.

Accrued Interest and Premium. Any accrued interest on the Bonds shall be deposited in the Interest and Sinking Fund. Any premium on the Bonds shall be deposited as provided in the Pricing Certificate.

Interest Earnings. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with the Bond proceeds for the purpose for which the Bonds are issued as set forth in Section 1 hereof or to pay principal or interest payments on the Bonds; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest

earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 11 hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Investment of Funds. The County hereby covenants that the proceeds of the sale of the Bonds will be used as soon as practicable for the purposes for which the Bonds are issued. Obligations purchased as an investment of money in any fund shall be deemed to be a part of such fund. Any money in any fund created by this Order may be invested as permitted by the Public Funds Investment Act, as amended.

Security for Funds. All funds created by this Order shall be secured in the manner and to the fullest extent required by law for the security of funds of the County.

Maintenance of Funds. Any funds created pursuant to this Order, other than the Escrow Fund, may be created as separate funds or accounts or as subaccounts of the County's General Fund held by the County's depository, and, as such, not held in separate bank accounts, such treatment shall not constitute a commingling of the monies in such funds or of such funds and the County shall keep full and complete records indicating the monies and investments credited to each such fund.

Perfection. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the ad valorem taxes granted by the County under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the ad valorem taxes granted by the County under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, then in order to preserve to the Owners of the Bonds the perfection of the security interest in said pledge, the County agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 8. DEFEASANCE OF BONDS. (a) Any Bond and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Bond") within the meaning of this Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption) or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar or commercial bank or trust company for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar or commercial bank or trust company

for the payment of its services until all Defeased Bonds shall have become due and payable or (3) any combination of (1) and (2). At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied as provided in this Order, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) The deposit under clause (ii) of subsection (a) shall be deemed a payment of a Bond as aforesaid when proper notice of redemption of such Bonds shall have been given, in accordance with this Order. Any money so deposited with the Paying Agent/Registrar or commercial bank or trust company as provided in this Section may at the discretion of the Commissioners Court also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar or commercial bank or trust company pursuant to this Section which is not required for the payment of such Bond and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be turned over to the Commissioners Court.

(c) Notwithstanding any provision of any other Section of this Order which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of the Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Order.

(d) Notwithstanding anything elsewhere in this Order, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar or commercial bank or trust company pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bond affected thereby.

(e) Notwithstanding the provisions of subsection (a) immediately above, to the extent that, upon the defeasance of any Defeased Bond to be paid at its maturity, the County retains the right under Texas law to later call that Defeased Bond for redemption in accordance with the provisions of the Order authorizing its issuance, the County may call such Defeased Bond for redemption upon complying with the provisions of Texas law and upon the satisfaction of the provisions of subsection (a) immediately above with respect to such Defeased Bond as though it was being defeased at the time of the exercise of the option to redeem the Defeased Bond and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Bond.

The filing of such continuing disclosure information with a central post office approved for such purposes by the SEC, such as Disclosure USA, for submission to the NRMSIRs and SID (without also separately submitting such filings to the NRMSIRs and SID by some other means) will satisfy the County's obligation to file such information with the NRMSIRs and SID so long as such filing is acceptable to the SEC.

Section 9. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen, or destroyed, the Paying Agent/Registrar shall cause to be printed, executed, and delivered, a new Bond of the same principal amount, maturity, and interest rate, as the damaged, mutilated, lost, stolen, or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft, or destruction of a Bond, the Registered Owner applying for a replacement bond shall furnish to the County and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft, or destruction of a Bond, the Registered Owner shall furnish to the County and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft, or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the County may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement Bond, the Paying Agent/Registrar shall charge the Registered Owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement Bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the County whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Order equally and proportionately with any and all other Bonds duly issued under this Order.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter D of Texas Government Code, Chapter 1201, this Section 9 shall constitute authority for the issuance of any such replacement Bond without necessity of further action by the governing body of the County or any other body or person, and the duty of the replacement of such Bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and

deliver such Bonds in the form and manner and with the effect, as provided in Section 4(a) of this Order for Bonds issued in conversion and exchange for other Bonds.

Section 10. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION; CUSIP NUMBERS AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The County Judge is hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the County's Bond Counsel and the assigned CUSIP numbers may, at the option of the County, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the Registered Owners of the Bonds. In addition, if bond insurance or other credit enhancement is obtained, the Bonds may bear an appropriate legend.

Section 11. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE BONDS. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve

fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with –

(A) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 30 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the County Auditor to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

(d) Disposition of Project. The County covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Allocation Of, and Limitation On, Expenditures for Project. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 2.01 of this Second Supplement on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (i) the expenditure is made, or (ii) the purposes for which the Bonds are issued have been accomplished. The foregoing notwithstanding, the County shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (i) the fifth anniversary of the delivery of the Bonds, or (ii) the date the Bonds are retired, unless the County obtains an opinion of nationally-recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 12. SALE OF BONDS. The Bonds shall be sold and delivered, pursuant to a bond purchase agreement by and between the County and the Underwriter in substantially the form previously approved by the County in connection with its ad valorem tax bonds at a price and under the terms set forth in the Pricing Certificate. The Pricing Officer is authorized to approve such changes to the bond purchase agreement as necessary in connection with the sale of the Bonds.

Section 13. REMEDIES IN EVENT OF DEFAULT. In addition to all of the rights and remedies provided by the laws of the State of Texas, the County covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds when due, or defaults in the observance or performance of any other of the contracts, covenants, conditions or obligations set forth in this Order or in the Bonds, the following remedies shall be available:

- (a) the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the County and officials thereof to observe and perform the contracts, covenants, obligations or conditions prescribed in this Order; and
- (b) any delay or omission to exercise any right or power accruing upon any default shall not impair any such right or power nor be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 14. APPROVAL OF OFFICIAL STATEMENT. The Pricing Officer is hereby authorized to approve and deem final the Preliminary Official Statement, the Official Statement relating to each Series of the Bonds and any addenda, supplement or amendment thereto, and to deem such documents final in accordance with Rule 15c2-12. The County further approves the distribution of such Official Statement in the reoffering of the Bonds by the Underwriter in final form, with such changes therein or additions thereto as the Pricing Officer executing the same may deem advisable, such determination to be conclusively evidenced by his execution thereof.

Section 15. APPROVAL OF PAYING AGENT/REGISTRAR AGREEMENT. The Paying Agent/Registrar Agreement by and between the County and Wells Fargo Bank, N.A. ("Paying Agent Agreement") in substantially the form and substance attached hereto as Exhibit "A" is hereby approved and the Pricing Officer is hereby authorized and directed to complete, amend, modify and execute the Paying Agent Agreement, as necessary.

Section 16. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The County shall provide annually to each NRMSIR and any SID, within six months after the end of each Fiscal Year, financial information and operating data with respect to the County as determined by the Pricing Officer at the time the Bonds are sold. The Pricing Certificate shall specify such financial information and operating data. Any financial statements so to be provided shall be (1) prepared in accordance with the accounting principles described in Exhibit "D" hereto, or such other accounting principles as the County may be required to employ from time to time pursuant to state law or

regulation, and (2) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide unaudited financial statements by the required time, and will provide audited financial statements for the applicable Fiscal Year to each NRMSIR and any SID, when and if the audit report on such statements become available.

If the County changes its Fiscal Year, it will notify each NRMSIR and any SID of the change (and of the date of the new Fiscal Year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

(b) Material Event Notices. The County shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults;
- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- G. Modifications to rights of holders of the Bonds;
- H. Bond calls;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds; and
- K. Rating changes.

The County shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 19(a) of this Order by the time required by such Section.

(c) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 8 that causes the Bonds no longer to be Outstanding.

The provisions of this Section are for the sole benefit of the holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under the Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consents

to such amendment or (b) a person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with Section 17(a) an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

Section 17. AMENDMENT OF ORDER. The County hereby reserves the right to amend this Order subject to the following terms and conditions, to-wit:

(a) The County may from time to time, without the consent of any holder, except as otherwise required by paragraph (b) below, amend or supplement this Order in order to (i) cure any ambiguity, defect or omission in this Order that does not materially adversely affect the interests of the holders, (ii) grant additional rights or security for the benefit of the holders, (iii) add events of default as shall not be inconsistent with the provisions of this Order and that shall not materially adversely affect the interests of the holders, (iv) qualify this Order under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (v) make such other provisions in regard to matters or questions arising under this Order as shall not be inconsistent with the provisions of this Order and that shall not in the opinion of the County's Bond Counsel materially adversely affect the interests of the holders.

(b) Except as provided in paragraph (a) above, the holders of Bonds aggregating in principal amount 51% of the aggregate principal amount of then Outstanding Bonds that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the County; provided, however, that without the consent of 100% of the holders in aggregate principal amount of the then Outstanding Bonds, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Order or in any of the Bonds so as to:

- (1) Make any change in the maturity of any of the Outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the Outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any Outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on Outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount of any series of Bonds necessary for consent to such amendment.

(c) If at any time the County shall desire to amend this Order under this Section, the County shall send by U.S. mail to each registered owner of the affected Bonds a copy of the proposed amendment and cause notice of the proposed amendment to be published at least once in a financial publication published in The City of New York, New York or in the State of Texas. Such published notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the office of the County for inspection by all holders of such Bonds.

(d) Whenever at any time within one year from the date of publication of such notice the County shall receive an instrument or instruments executed by the holders of at least 51% in aggregate principal amount of all of the Bonds then Outstanding that are required for the amendment, which instrument or instruments shall refer to the proposed amendment and that shall specifically consent to and approve such amendment, the County may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Order pursuant to the provisions of this Section, this Order shall be deemed to be modified and amended in accordance with such amendatory Order, and the respective rights, duties, and obligations of the County and all holders of such affected Bonds shall thereafter be determined, exercised, and enforced, subject in all respects to such amendment.

(f) Any consent given by the holder of a Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Bond during such period. Such consent may be revoked at any time after six months from the date of the publication of said notice by the holder who gave such consent, or by a successor in title, by filing notice with the County, but such revocation shall not be effective if the holders of 51% in aggregate principal amount of the affected Bonds then Outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

Section 18. NO RECOURSE AGAINST COUNTY OFFICIALS. No recourse shall be had for the payment of principal or of interest on the Bonds or for any claim based thereon or on this Order against any official of the County or any person executing any Bonds.

Section 19. FURTHER ACTIONS. The officers and employees of the County are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and

on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Bonds, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, the Bond Purchase Agreement, the Escrow Agreement and the Official Statement. In addition, prior to the initial delivery of the Bonds, the County Judge, the County Clerk, the County Treasurer, the Financial Advisor, the County Attorney, and Bond Counsel are hereby authorized and directed to approve any changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Official Statement or (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the County whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 20. NONPRESENTMENT OF BONDS. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or if the Maturity Amounts of Capital Appreciation Bonds become due, if moneys sufficient to pay such Bond shall have been deposited with the Paying Agent/Registrar, it shall be the duty of the Paying Agent/Registrar to hold such moneys, without liability to the County, any Owner, or any other person for interest thereon, for the benefit of the Owner of such Bond.

Any moneys so deposited with and held by the Paying Agent/Registrar due to nonpresentment of Bonds must be retained by the Paying Agent/Registrar for a period of at least two years after the final maturity date of the Bonds or advance refunding date, if applicable. Thereafter, to the extent permitted by the unclaimed property laws of the State, such amounts shall be paid by the Paying Agent/Registrar to the County, free from the trusts created by this Second Supplement and Owners shall be entitled to look only to the County for payment, and then only to the extent of the amount so repaid by the Paying Agent/Registrar.

Section 21. EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS. Whenever this Second Supplement requires any action to be taken on a Saturday, Sunday, or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Second Supplement the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 22. PARTIAL INVALIDITY. If any one or more of the covenants or agreements or portions thereof provided in this Second Supplement on the part of the County should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Second Supplement and the invalidity thereof shall in no way affect the validity of the other provisions of this Second

Supplement or of the Bonds, but the Owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

Section 23. BOND INSURANCE. (a) Purchase of Insurance. In connection with the sale of the Bonds, the County may obtain municipal bond insurance policies from one or more Bond Insurers to guarantee the full and complete payment required to be made by or on behalf of the County on some or all of the Bonds as determined by the Chief Financial Officer. The Chief Financial Officer is hereby authorized to sign a commitment letter with a Bond Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to a Bond Insurer and the Chief Financial Officer, is hereby approved and authorized. The Award Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of a Bond Insurer, and any such provisions shall be read and interpreted as an integral part of this Second Supplement.

(b) Rights of Bond Insurer(s). As long as a Bond Insurer is not in default on the related bond insurance policy for the Bonds, the Bond Insurer shall be deemed to be the sole Owner of such Bonds insured by it for all purposes of this Second Supplement or the Master Order.

Section 24. CREDIT AGREEMENT. To the extent permitted by law, the County reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written opinion of the County Auditor that such Credit Agreements are in the best interest of the County given the market conditions at the time.

Section 25. INTERPRETATIONS. All terms defined herein and all pronouns used in this Order shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge to secure the payment of the Bonds.

Section 26. INCONSISTENT PROVISIONS. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 27. INTERESTED PARTIES. Nothing in this Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and

agreements in this Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Bonds.

Section 28. SEVERABILITY. The provisions of this Order are severable; and in case any one or more of the provisions of this Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 29. REPEALER. All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 30. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Second Supplement or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Commissioners Court or any officer, agent, employee or representative of the County in his individual capacity, and neither the Commissioners Court, directors, members, officers, agents, employees or representatives of the County nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed in relation to the issuance of the Bonds, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 31. PAYMENT OF ATTORNEY GENERAL FEE. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds or (ii) \$9,500, per Series provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The appropriate member of the County's staff is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Bonds.

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B

DESCRIPTION OF ANNUAL FINANCIAL INFORMATION

Accounting Principles

The accounting principles of the County relating to funds and account groups will conform to generally accepted accounting principles (GAAP) as applied to governmental entities.

EXHIBIT C

PRICING CERTIFICATE

Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Wendy Coco, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information**Agenda Item**

Consideration and action with respect to "Second Supplemental Order to the Master Order Establishing the Williamson County, Texas Pass-Through Toll Revenue Financing Program."

Background**Fiscal Impact**

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [2nd Supplemental Order](#)

Form Routing/Status

Form Started By: Wendy Coco Started On: 02/13/2009 10:18 AM
Final Approval Date: 02/13/2009

**SECOND SUPPLEMENTAL ORDER TO THE
MASTER ORDER ESTABLISHING THE
WILLIAMSON COUNTY, TEXAS
PASS-THROUGH TOLL REVENUE FINANCING PROGRAM**

Adopted February 17, 2009

**SECOND SUPPLEMENTAL ORDER TO THE
MASTER ORDER ESTABLISHING THE
WILLIAMSON COUNTY, TEXAS
PASS-THROUGH TOLL REVENUE FINANCING PROGRAM**

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EXHIBIT A - Definitions

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**SECOND SUPPLEMENTAL ORDER TO THE
MASTER ORDER ESTABLISHING THE
WILLIAMSON COUNTY, TEXAS
PASS-THROUGH TOLL REVENUE FINANCING PROGRAM**

THE STATE OF TEXAS §

WILLIAMSON COUNTY §

WHEREAS, on August 29, 2006, the Commissioners Court of Williamson County, Texas (the "County"), adopted a "Master Order Establishing Williamson County, Texas Pass-Through Toll Revenue Financing Program" (referred to herein as the "Master Order"); and

WHEREAS, in order to enable the County to provide for the financing of projects authorized by Chapter 1479, Texas Government Code, as amended (the "Enabling Act"), Chapter 1371, Texas Government Code, as amended, and any other applicable provisions of State law, the Master Order establishes a revenue financing program pursuant to which the County can issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security, as defined in the Master Order, and in the sole discretion of the County in any Supplement to the Master Order and to the extent such Security is insufficient to pay the interest and principal payments on the Bonds, a pledge of the County's direct annual ad valorem tax on all taxable property in the County; and

WHEREAS, for such purposes, the County deems it necessary to issue Parity Debt, as hereinafter defined, pursuant to this "Second Supplemental Order to the Master Order establishing Williamson County, Texas Pass-Through Toll Revenue Financing Program" (the "Second Supplement"); and

WHEREAS, the County further finds and determines that all terms and conditions for the issuance of the bonds herein authorized as Parity Debt have been or can be met and satisfied; and

WHEREAS, the bonds authorized to be issued by this Second Supplement are to be issued and delivered pursuant to the Enabling Act, as hereinafter defined, and other applicable State laws.

NOW THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF WILLIAMSON COUNTY, TEXAS THAT:

**ARTICLE I
BONDS ISSUED UNDER PASS-THROUGH TOLL
REVENUE FINANCING PROGRAM**

Section 1.01. DEFINITIONS. (a) Definitions. The capitalized terms used herein (except in the FORM OF BONDS set forth in Exhibit "B" hereto) and not otherwise defined shall have the meanings given in the Master Order or in Exhibit "A" to this Second Supplement. The recitals to

this Second Supplement and the exhibits hereto are incorporated herein and made a part hereof for all purposes.

(b) Construction of Terms. If appropriate in the context of this Second Supplement, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, words of the masculine, feminine, or neuter gender shall be considered to include the other genders, and words importing persons shall include firms, associations, and corporations.

Section 1.02. ESTABLISHMENT OF FINANCING PROGRAM AND ISSUANCE OF PARITY DEBT. (a) Second Supplement. By adoption of the Master Order, the County has established the Williamson County, Texas Pass-Through Toll Revenue Financing Program for the purpose of enabling the County to provide for the financing of projects authorized by the Enabling Act and any other applicable provisions of State law pursuant to which the County may issue and enter into obligations, including bonds and other types of obligations, secured by and payable from a pledge of and lien on all or part of the Security and, as authorized pursuant to Section 5 of the Master Order and Section 2.02(f), a pledge of a direct annual ad valorem tax on all taxable property in the County. This Second Supplement provides for the authorization, form, characteristics, provisions of payment and redemption, and security of the Bonds. This Second Supplement is subject to the terms of the Master Order and the terms of the Master Order are incorporated herein by reference and as such are made a part hereof for all purposes.

(b) Bonds Are Parity Debt. As required by Section 7 of the Master Order governing the issuance of Parity Debt such as the Bonds, the County hereby finds that, upon the issuance of the Bonds, the Security, taking into account the Tax Pledge authorized in Section 2.02 (f) of this Second Supplement, will be sufficient to meet the financial obligations relating to the Financing Program, including Security, taking into account the Tax Pledge authorized in Section 2.02 (f) of this Second Supplement, in amounts sufficient to satisfy the Annual Debt Service Requirements of the Financing Program. The Bonds are hereby declared to be Parity Debt under the Master Order.

Section 1.03. SECOND SUPPLEMENT TO CONSTITUTE A CONTRACT; EQUAL SECURITY. In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this Second Supplement shall be deemed to be and shall constitute a contract between the County and the Owners from time to time of the Bonds, and the pledge made in this Second Supplement by the County and the covenants and agreements set forth in this Second Supplement to be performed by the County shall be for the equal and proportionate benefit, security, and protection of all Owners from time to time of the Bonds, without preference, priority, or distinction as to security or otherwise of any of the Bonds authorized hereunder over any of the other Bonds by reason of time of issuance, sale, or maturity thereof or otherwise for any cause whatsoever, except as expressly provided in or permitted by this Second Supplement and the Master Order.

Section 1.04. LIMITATION OF BENEFITS WITH RESPECT TO THIS SECOND SUPPLEMENT. With the exception of the rights or benefits herein expressly conferred, nothing expressed or contained herein or implied from the provisions of this Second Supplement or the

Bonds is intended or should be construed to confer upon or give to any person other than the County, the Owners, and the Paying Agent/Registrar, any legal or equitable right, remedy, or claim under or by reason of or in respect to this Second Supplement or any covenant, condition, stipulation, promise, agreement, or provision herein contained. This Second Supplement and all of the covenants, conditions, stipulations, promises, agreements, and provisions hereof are intended to be and shall be for and inure to the sole and exclusive benefit of the County, the Owners, and the Paying Agent/Registrar as herein and therein provided.

ARTICLE II BOND AUTHORIZATION AND SPECIFICATIONS

Section 2.01. AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. The Bonds designated "**WILLIAMSON COUNTY, TEXAS PASS-THROUGH TOLL REVENUE AND LIMITED TAX BONDS, SERIES 2009**" (the "Bonds") are hereby authorized to be issued pursuant to this Second Supplement in one or more Series in the maximum aggregate principal amount not to exceed \$92,085,000 for the purpose of (i) designing, developing, financing, constructing, maintaining, operating, extending, expanding, or improving roads on the state highway system located in the County or, as a continuation of the project or facility, in an adjacent County and (ii) paying the costs of issuing such Bonds. The authority for the Chief Financial Officer to execute and deliver the Award Certificate for a Series of Bonds shall expire at the close of business on February 17, 2010. The Bonds are authorized pursuant to authority conferred by and in conformity with State law, particularly the provisions of the Enabling Act and Chapter 1371, Texas Government Code.

The Bonds may be in the form of either Current Interest Bonds or Capital Appreciation Bonds as provided in Section 2.02 and the FORM OF BONDS in Exhibit "B" to this Second Supplement.

Section 2.02. DATE, DENOMINATIONS, NUMBERS, MATURITIES AND TERMS OF BONDS. (a) Terms of Bonds. For each Series of Bonds, there shall initially be issued, sold, and delivered hereunder fully registered bonds, without interest coupons, in the form of Fixed Rate Bonds as Current Interest Bonds or Capital Appreciation Bonds, numbered consecutively for each Series of Bonds from R-1 upward (or CR-1 upward, in the case of Capital Appreciation Bonds), payable to the respective initial registered owners thereof, or to the registered assignee or assignees of said bonds or any portion or portions thereof (in each case, the "Registered Owner"), in Authorized Denominations, maturing not later than forty (40) years after the date of issuance, serially or otherwise on the dates, in the years, and in the principal amounts in the case of Current Interest Bonds and Maturity Amounts in the case of Capital Appreciation Bonds, respectively, and dated, all as set forth in the Award Certificate of the Chief Financial Officer relating to each Series.

(b) Award Certificate. As authorized by Chapter 1371, Texas Government Code, as amended, the Chief Financial Officer is hereby authorized, appointed, and designated to act on behalf of the County in selling and delivering the Bonds of each Series and carrying out the other procedures specified in this Second Supplement, including the date of the Bonds of each Series, any additional or different designation or title by which the Bonds of each Series shall be known, the

price at which the Bonds of each Series will be sold, the years in which the Bonds of each Series will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Bonds of each Series, the rate or rates of interest to be borne by each maturity, the interest payment periods, the dates, price, and terms upon and at which the Bonds of each Series shall be subject to redemption prior to maturity at the option of the County, as well as any mandatory sinking fund redemption provisions, and all other matters relating to the issuance, sale, and delivery of the Bonds of each Series, including procuring municipal bond insurance with a Bond Insurer, if any, all of which shall be specified in a certificate of the Chief Financial Officer (the "Award Certificate"); provided that (i) the price to be paid for the Bonds of each Series shall not be less than 90% of the aggregate original principal amount thereof plus accrued interest, if any, thereon from its date to its delivery, if any, and (ii) none of the Bonds shall bear interest at a rate greater than the Maximum Rate. Notwithstanding any other provision in this Order, if the Chief Financial officer is not available at the time of pricing, the County Judge is authorized to execute the Award Certificate.

It is further provided, however, that, notwithstanding the foregoing provisions, the Bonds of a Series shall not be delivered unless prior to delivery (i) the Award Certificate relating to that Series of Bonds has been executed and filed with the County and (ii) the Bonds of such Series have been rated by a nationally-recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations as required by Chapter 1371, Texas Government Code, as amended.

Each Award Certificate is hereby incorporated into and made a part of this Second Supplement and shall be filed in the minutes of the County as a part of this Second Supplement.

(c) Sale of Each Series of the Bonds. To achieve the lowest borrowing costs for the County Financing System, each series of the Bonds shall be sold to the public on either a negotiated or competitive basis as determined by the Chief Financial Officer in the Award Certificate. In determining whether to sell each series of the Bonds by negotiated or competitive sale, the Chief Financial Officer shall take into account the financial condition of the County and the Financing System, any material disclosure issues which might exist at the time, the market conditions expected at the time of the sale and any other matters which, in the judgment of the Chief Financial Officer, might affect the net borrowing costs on each series of the Bonds.

If the Chief Financial Officer determines that a series of the Bonds should be sold at a competitive sale, the Chief Financial Officer shall cause to be prepared a notice of sale and official statement in such manner as the Chief Financial Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

If the Chief Financial Officer determines that a series of the Bonds should be sold by a negotiated sale, the Chief Financial Officer shall designate the senior managing underwriter for the Bonds and such additional investment banking firms as the Chief Financial Officer deems appropriate to assure that the Bonds are sold on the most advantageous terms to the Financing System. The Chief Financial Officer, acting for and on behalf of the Board, is authorized to enter

into and carry out a Bond Purchase Contract for the Bonds to be sold by negotiated sale, with the Underwriter at such price, with and subject to such terms as determined by the Chief Financial Officer pursuant to Section 2.02(b) above.

(d) In General. The Bonds of each Series (i) may and shall be redeemed prior to the respective scheduled maturity dates, (ii) may be assigned and transferred, (iii) may be exchanged for other Bonds of such Series, (iv) shall have the characteristics, and (v) shall be signed and sealed, and the principal of and interest on the Bonds shall be payable, all as provided, and in the manner required or indicated, in the FORM OF BONDS set forth in Exhibit "B" to this Second Supplement and as determined by the Chief Financial Officer as provided herein, with such changes and additions as are required to be consistent with the terms and provisions shown in the Award Certificate relating to each Series of the Bonds.

(e) Interest. The Current Interest Bonds shall bear interest calculated on the basis of a 360-day year composed of twelve 30-day months from the dates specified in the FORM OF BONDS set forth in Exhibit "B" to this Second Supplement to their respective dates of maturity or redemption at the rates per annum set forth in the Award Certificate.

The Capital Appreciation Bonds shall accrete interest from the Issuance Date, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Compounded Amounts thereof), compounded semiannually on the dates set forth in the Award Certificate (the "Compounding Dates") commencing on the date set forth in the Award Certificate, and payable, together with the principal amount thereof, in the manner provided in the FORM OF BONDS set forth in Exhibit "B" at the rates set forth in the Award Certificate. Attached to the Award Certificate, if Capital Appreciation Bonds are to be issued, shall be an exhibit (the "Compounded Amount Table") that will set forth the rounded original principal amounts at the Issuance Date for the Capital Appreciation Bonds and the Compounded Amounts and Maturity Amounts thereof (per \$5,000 Maturity Amount) as of each Compounding Date, commencing the date set forth in the Award Certificate, and continuing until the final maturity of such Capital Appreciation Bonds. The Compounded Amount with respect to any date other than a Compounding Date is the amount set forth on the Compounded Amount Table with respect to the last preceding Compounding Date, plus the portion of the difference between such amount and the amount set forth on the Compounded Amount Table with respect to the next succeeding Compounding Date that the number of days (based on 30-day months) from such last preceding Compounding Date to the date for which such determination is being calculated bears to the total number of days (based on 30-day months) from such last preceding Compounding Date to the next succeeding Compounding Date.

(f) Levy of Tax. In addition to the Security pledged to the Bonds under Section 2(a) of the Master Order, and pursuant to Section 5 of the Master Order, but only to the extent such Security is insufficient to pay the interest and principal payments on the Bonds, and to create a sinking fund for the payment of the principal thereof when due, and to pay the expenses of assessing and collecting such taxes, there shall be, and is hereby, levied, assessed and collected on all taxable property in the County for each year while any of the Bonds are outstanding, a continuing, direct annual ad valorem tax within the limits prescribed by law (but never less than 2% of the original principal amount of said Bonds as a sinking fund each year). All the proceeds of such collections,

except expenses incurred in that connection, shall be paid into the "Interest and Sinking Fund", and such proceeds shall be used for such purposes and no other.

(g) Payments on Holidays. In the event that any date for payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or day on which banking institutions in the County where the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment will be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are authorized to close. Payment on such later date will not increase the amount of interest due and will have the same force and effect as if made on the original date payment was due.

Section 2.03. PAYMENT OF BONDS; PAYING AGENT/REGISTRAR. The principal of, premium, if any, and the interest on the Current Interest Bonds and Maturity Amount on any Capital Appreciation Bonds shall be payable, without exchange or collection charges to the Owner thereof, in any coin or currency of the United States of America that at the time of payment is legal tender for the payment of public and private debts.

Wells Fargo Bank, N. A. is hereby appointed as Paying Agent/Registrar for the Bonds. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar acknowledges receipt of copies of the Master Order and this Second Supplement, and is deemed to have agreed to the provisions thereof and hereof.

The County agrees and covenants to cause to be kept and maintained at the designated office of the Paying Agent/Registrar a Security Register, all as provided herein, in accordance with the terms and provisions of the Paying Agent/Registrar Agreement and such reasonable rules and regulations as the Paying Agent/Registrar and the County may prescribe. In addition, to the extent required by law, the County covenants to cause to be kept and maintained the Security Register or a copy thereof in the State.

The County expressly reserves the right to appoint one or more successor Paying Agent/Registrars, by filing with the Paying Agent/Registrar a certified copy of a resolution or minute order of the County making such appointment. The County further expressly reserves the right to terminate the appointment of the Paying Agent/Registrar by filing a certified copy of a resolution of the County giving notice of the County's termination of the County's agreement with such Paying Agent/Registrar and appointing a successor. The County covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a bank, trust company, financial institution, or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Bonds. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Security Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar, the County agrees promptly to cause a written notice thereof to be sent to each Owner by United States mail, first-class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The principal of, premium, if any, and interest on the Current Interest Bonds and Maturity Amounts for any Capital Appreciation Bonds due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the Owner thereof appearing on the Security Register, and, to the extent permitted by law, neither the County nor the Paying Agent/Registrar, nor any agent of either, shall be affected by notice to the contrary.

Principal of, and premium, if any, on the Current Interest Bonds and Maturity Amounts for any Capital Appreciation Bonds, shall be payable only upon the presentation and surrender of said Bonds to the Paying Agent/Registrar at its designated office. Interest on the Bonds shall be paid to the Owner whose name appears in the Security Register at the close of business on the Record Date and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar to the address of the Owner appearing in the Security Register on the Record Date or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by, and at the risk and expense of, the Owner.

In the event of a nonpayment of interest on a scheduled payment date on a Current Interest Bond, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Owner of a Current Interest Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

Section 2.04. REDEMPTION. (a) Generally. The Bonds shall be subject to redemption prior to scheduled maturity at such times and with such provisions as provided in an Award Certificate.

(b) Notices of Redemption and Defeasance. (i) Unless waived by any Owner of the Bonds to be redeemed, the Chief Financial Officer shall give notice of redemption or defeasance to the Paying Agent/Registrar at least thirty-five (35) days prior to a redemption date in the case of a redemption (unless a lesser period is acceptable to the Paying Agent/Registrar) and on the defeasance date in the case of a defeasance and the Paying Agent/Registrar shall give notice of redemption or of defeasance of Bonds by mail, first-class postage prepaid at least thirty (30) days prior to a redemption date and within thirty (30) days after a defeasance date to each Owner and to the central post office or each registered securities depository and to any national information service that disseminates such notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the central post office or registered securities depositories or such national information services shall be sent so that they are received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the

Owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

(ii) Each notice of redemption or defeasance shall contain a description of the Bonds to be redeemed or defeased including the complete name of the Bonds, the date of issue, the interest rate, the maturity date, the CUSIP number, the certificate numbers, the amounts called of each certificate, the publication or mailing date for the notice, the date of redemption or defeasance, the redemption price, if any, the name of the Paying Agent/Registrar, and the address at which the Bonds may be redeemed or paid, including a contact person telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the Owners of the Bonds shall include a CUSIP number relating to each amount paid to such Owner.

The failure of any Owner of the Bonds to receive notice given as provided in this Section 2.04, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section 2.04 shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any Owner receives such notice.

So long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent/Registrar shall provide the notices specified in this Section 2.04 only to DTC. It is expected that DTC shall, in turn, notify its participants and that the participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a participant, or failure on the part of a nominee of a beneficial owner of a Bond to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Series of Bonds.

(c) Conditional Notice of Redemption. With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Master Order or this Second Supplement have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent prior to the giving of such notice of redemption, such notice shall state that said redemption may, at the option of the County, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Section 2.05. REGISTRATION; TRANSFER; EXCHANGE OF BONDS; PREDECESSOR BONDS; BOOK-ENTRY-ONLY SYSTEM; SUCCESSOR SECURITIES DEPOSITORY; PAYMENTS TO CEDE & CO. (a) Registration, Transfer, Exchange, and Predecessor Bonds. The Registrar shall obtain, record, and maintain in the Security Register the name and address of each Owner issued under and pursuant to the provisions of this Second Supplement. Any Bond may, in accordance with its terms and the terms hereof, be transferred or

exchanged for Bonds in Authorized Denominations upon the Security Register by the Owner, in person or by his duly authorized agent, upon surrender of such Bond to the Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Owner or by his duly authorized agent, in form satisfactory to the Registrar.

Upon surrender for transfer of any Bond at the designated office of the Registrar, there shall be registered and delivered in the name of the designated transferee or transferees, one or more new Bonds, executed on behalf of, and furnished by, the County, of Authorized Denominations and having the same Maturity and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Owner, Bonds may be exchanged for other Bonds of Authorized Denominations and having the same Maturity, bearing the same rate of interest, and of like aggregate principal amount or Maturity Amount and Series as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the principal office of the Registrar. Whenever any Bonds are so surrendered for exchange, there shall be registered and delivered new Bonds executed on behalf of, and furnished by, the County to the Owner requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the principal office of the Registrar or sent by United States mail, first-class, postage prepaid to the Owners or the designee thereof, and, upon the registration and delivery thereof, the same shall be the valid obligations of the County, evidencing the same debt, and entitled to the same benefits under the Master Order and this Second Supplement, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Owner, except as otherwise herein provided, and except that the Registrar shall require payment by the Owner requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated Bond that is surrendered to the Paying Agent/Registrar or any Bond for which satisfactory evidence of the loss of which has been received by the County and the Paying Agent/Registrar and, in either case, in lieu of which a Bond or Bonds have been registered and delivered pursuant to Section 3.05 hereof.

Neither the County nor the Registrar shall be required to issue or transfer to an assignee of an Owner any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the unredeemed balance of a Bond called for redemption in part.

(b) Ownership of Bonds. The entity in whose name any Bond shall be registered in the Security Register at any time shall be deemed and treated as the absolute Owner thereof for all

purposes of this Second Supplement, whether or not such Bond shall be overdue, and, to the extent permitted by law, the County and the Paying Agent/Registrar shall not be affected by any notice to the contrary; and payment of, or on account of, the principal of, premium, if any, and interest on any such Current Interest Bond or Maturity Amount in the case of Capital Appreciation Bonds shall be made only to such Owner. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(c) Book-Entry-Only System. The Bonds of each Series issued in exchange for the Initial Bond for such Series issued as provided in Section 2.06 shall be issued in the form of a separate single fully-registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC, and except as provided in this subsection (c) or the Award Certificate relating to a Series of Bonds, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Owner as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Owner as shown on the Security Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Second Supplement to the contrary but to the extent permitted by law, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Security Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest, with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the Owners, as shown in the Security Register as provided in this Second Supplement, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Owner, as shown in the Security Register, shall receive a Bond certificate evidencing the obligation of the County to make payments of principal, premium, if any, and interest pursuant to this Second Supplement. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Second Supplement with respect to interest checks being mailed to the Owner at the close of business on the Record Date the words "Cede & Co." in this Second Supplement shall refer to such new nominee of DTC.

(d) Successor Securities Depository; Transfers Outside Book-Entry-Only System. In the event that the County determines to discontinue the book-entry-only system through DTC or a successor or DTC determines to discontinue providing its services with respect to a Series of Bonds,

the County shall either (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository, and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds of such Series shall no longer be restricted to being registered in the Security Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Second Supplement.

(e) Payments to Cede & Co. Notwithstanding any other provision of this Second Supplement to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the County to DTC.

(f) Blanket Issuer Letter of Representations. The County heretofore has executed and delivered to DTC a "Blanket Issuer Letter of Representations" with respect to the utilization by the County of DTC's book-entry-only system and the County intends to utilize such book-entry-only system in connection with each Series of the Bonds.

Section 2.06. INITIAL BOND. The Bonds of each Series shall initially be issued as a fully registered bond, being one bond (or two bonds, being one initial Current Interest Bond and one initial Capital Appreciation Bond, if both such bonds are issued) (singularly or collectively, the "Initial Bond"). Each Initial Bond shall be registered in the name of the initial purchaser(s) of the Series of Bonds as set out in the Award Certificate. Each Initial Bond shall be submitted to the Office of the Attorney General of the State for approval and registration by the Office of the Comptroller of Public Accounts of the State and delivered to the initial purchaser(s) thereof. Immediately after the delivery of the Initial Bond of a Series on the Issuance Date, the Registrar shall cancel the Initial Bond and exchange therefor Bonds in the form of a separate single fully-registered Bond for each of the maturities thereof registered in the name of Cede & Co., as nominee of DTC and, except as provided in Section 2.05(d), all of the Outstanding Bonds of such Series shall be registered in the name of Cede & Co., as nominee of DTC.

Section 2.07. FORM OF BONDS. The Bonds (including each Initial Bond), the Registration Certificate of the Comptroller of Public Accounts of the State or the Authentication Certificate, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in Exhibit "B" to this Second Supplement with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Second Supplement and the Award Certificate relating to a Series of Bonds, may have such letters, numbers, or other marks of identification and such legends and endorsements (including any reproduction of an opinion of counsel and information regarding the issuance of any bond insurance policy) thereon as may, consistently herewith, be established by the County or determined by the officers executing

such Bonds as evidenced by their execution thereof. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The Bonds shall be typewritten, photocopied, printed, lithographed, engraved, or produced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

ARTICLE III EXECUTION; REPLACEMENT OF BONDS; AND BOND INSURANCE

Section 3.01. EXECUTION AND REGISTRATION. The Bonds shall be executed on behalf of the County by the County Judge under its seal reproduced or impressed thereon and attested by the County Clerk. The signature of said officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the County as of their authorization shall be deemed to be duly executed on behalf of the County, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, Texas Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Second Supplement, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Exhibit "B" to this Second Supplement, executed by the Comptroller of Public Accounts of the State or its duly authorized agent by manual signature, or the Paying Agent/Registrar's Authentication Certificate substantially in the form provided in Exhibit "B" to this Second Supplement executed by the manual signature of an authorized officer or employee of the Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

Section 3.02. CONTROL AND CUSTODY OF BONDS. The Chief Financial Officer shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation and examination by the Attorney General of the State, including the printing and supply of printed Bonds, and shall take and have charge and control of each Initial Bond pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the initial purchaser(s).

Furthermore, each Authorized Representative is hereby authorized and directed to furnish and execute such documents relating to the Project, the County and its financial affairs as may be necessary for the issuance of the Bonds of each Series, the approval of the Attorney General, and the registration by the Comptroller of Public Accounts and, together with the County's Bond Counsel and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the initial purchaser(s) and the initial exchange thereof for Bonds of such Series other than the Initial Bond.

Section 3.03. PRINTED OPINION. The initial purchaser(s)' obligation to accept delivery of the Bonds of each Series is subject to the initial purchaser(s) being furnished the final opinion of McCall, Parkhurst & Horton L.L.P. approving the Bonds of such Series as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds of such Series. If bond insurance is obtained for the Bonds, the Bonds may bear an appropriate insurance legend.

Section 3.04. CUSIP NUMBERS. CUSIP numbers may be printed or typed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the County nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the Bonds.

Section 3.05. MUTILATED, DESTROYED, LOST, AND STOLEN BONDS. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the County and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the County and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the County or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the County shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Series and Maturity and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the County in its discretion may, instead of issuing a new Bond, pay such Bond and the interest due thereon to the date of payment.

Upon the issuance of any new Bond under this Section, the County may require payment by the Owner of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the County, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Second Supplement equally and ratably with all other Outstanding Bonds.

Section 3.06. BOND INSURANCE. (a) Purchase of Insurance. In connection with the sale of the Bonds, the County may obtain municipal bond insurance policies from one or more Bond Insurers to guarantee the full and complete payment required to be made by or on behalf of the County on some or all of the Bonds as determined by the Chief Financial Officer. The Chief Financial Officer is hereby authorized to sign a commitment letter with a Bond Insurer and to pay the premium for the bond insurance policies at the time of the delivery of the Bonds out of the

proceeds of sale of the Bonds or from other available funds and to execute such other documents and certificates as necessary in connection with the bond insurance policies as he or she may deem appropriate. Printing on Bonds covered by the bond insurance policies a statement describing such insurance, in form and substance satisfactory to a Bond Insurer and the Chief Financial Officer, is hereby approved and authorized. The Award Certificate may contain provisions related to the bond insurance policies, including payment provisions thereunder, and the rights of a Bond Insurer, and any such provisions shall be read and interpreted as an integral part of this Second Supplement.

(b) Rights of Bond Insurer(s). As long as a Bond Insurer is not in default on the related bond insurance policy for the Bonds, the Bond Insurer shall be deemed to be the sole Owner of such Bonds insured by it for all purposes of this Second Supplement or the Master Order.

ARTICLE IV PAYMENTS AND REBATE FUND

Section 4.01. PAYMENTS. (a) Accrued and Capitalized Interest. Immediately after the delivery of each Series of Bonds the County shall deposit any accrued interest and any sale proceeds to be used to pay capitalized interest received from the sale and delivery of such Bonds to the credit of the Interest and Sinking Account to be held to pay interest on such Bonds.

(b) Debt Service Payments. Semiannually on or before each principal or interest payment date while any of the Current Interest Bonds are outstanding and unpaid, commencing on the first interest payment date for the Current Interest Bonds as provided in the Award Certificate(s), the County shall make available from the Interest and Sinking Account to the Paying Agent/Registrar, money sufficient to pay such interest on and such principal of the Current Interest Bonds as will accrue or mature, or be subject to mandatory redemption prior to maturity, on such principal, redemption, or interest payment date. The Paying Agent/Registrar shall cancel all paid Bonds and shall furnish the County with an appropriate certificate of cancellation.

Section 4.02. REBATE FUND. A separate and special fund to be known as the Rebate Fund is hereby established by the County pursuant to the requirements of Section 148(f) of the Code and the tax covenants of the County contained in Section 5.01 of this Second Supplement for the benefit of the United States of America and the County, as their interests may appear pursuant to this Second Supplement. Such amounts shall be deposited therein and withdrawn therefrom as is necessary to comply with the provisions of Section 5.01. Any moneys held within the Rebate Fund shall not constitute Security under the Master Order.

ARTICLE V COVENANTS REGARDING TAX EXEMPTION

Section 5.01. COVENANTS REGARDING TAX EXEMPTION. (a) Covenants. The County covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the County covenants as follows:

(1) to take any action to assure that no more than ten percent (10%) of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than ten percent (10%) of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the County, with respect to such private business use, do not, under the terms of this Second Supplement or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than ten percent (10%) of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds five percent (5%) of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of five percent (5%) is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or five percent (5%) of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period of three (3) years or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service funds, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement funds to the extent such amounts do not exceed ten percent (10%) of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage) and, to the extent applicable, section 149(d) of the Code (relating to advance refundings); and

(8) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

(b) Rebate Fund. In order to facilitate compliance with the above covenant in subsection (a)(8), a "Rebate Fund" is hereby established by the County for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The County understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the County that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the County will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the County agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the County hereby authorizes and directs the Chief Financial Officer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the County, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

Section 5.02. ALLOCATION OF, AND LIMITATION ON, EXPENDITURES FOR PROJECT. The County covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 2.01 of this Second Supplement on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (i) the expenditure is made, or (ii) the purposes for which the Bonds are issued have been accomplished. The foregoing notwithstanding, the County shall not expend sale proceeds or investment earnings thereon more than 60 days after the earlier of (i) the fifth anniversary of the delivery of the Bonds, or (ii) the date the Bonds are retired, unless the County obtains an opinion

of nationally-recognized bond counsel that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 5.03. DISPOSITION OF PROJECT. The County covenants that the property financed with the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the County of cash or other compensation, unless the County obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the County shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

ARTICLE VI AMENDMENTS AND MODIFICATIONS

Section 6.01. AMENDMENTS OR MODIFICATIONS WITHOUT CONSENT OF OWNERS OF BONDS. Subject to the provisions of the Master Order, this Second Supplement and the rights and obligations of the County and of the Owners of the Outstanding Bonds may be modified or amended at any time without notice to or the consent of any Owner of the Bonds or any other Parity Debt, solely for any one or more of the following purposes:

- (i) To add to the covenants and agreements of the County contained in this Second Supplement, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the County in this Second Supplement;
- (ii) To cure any ambiguity or inconsistency, or to cure or correct any defective provisions contained in this Second Supplement, upon receipt by the County of an Opinion of Counsel, that the same is needed for such purpose, and will more clearly express the intent of this Second Supplement;
- (iii) To supplement the Security for the Bonds;
- (iv) To make such other changes in the provisions hereof, as the County may deem necessary or desirable and which shall not, in the judgment of the County, materially adversely affect the interests of the Owners of the Outstanding Bonds;
- (v) To make any changes or amendments requested by the State Attorney General's Office as a condition to the approval of the Bonds, which changes or amendments do not, in the judgment of the County, materially adversely affect the interests of the Owners of the Outstanding Bonds; or

- (vi) To make any changes or amendments requested by any bond rating agency then rating or requested to rate the Bonds, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the County, materially adversely affect the interests of the Owners of the Outstanding Bonds.

Section 6.02. AMENDMENTS OR MODIFICATIONS WITH CONSENT OF OWNERS OF BONDS. (a) Amendments. Subject to the other provisions of this Second Supplement and the Master Order, the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount shall have the right from time to time to approve any amendment, other than amendments described in Section 6.01 hereof, to this Second Supplement that may be deemed necessary or desirable by the County, provided, however, that nothing herein contained shall permit or be construed to permit, without the approval of the Owners of all of the Outstanding Bonds, the amendment of the terms and conditions in this Second Supplement or in the Bonds so as to:

- (i) Make any change in the maturity of the Outstanding Bonds;
- (ii) Reduce the rate of interest borne by Outstanding Bonds;
- (iii) Reduce the amount of the principal payable on Outstanding Bonds;
- (iv) Modify the terms of payment of principal of or interest on the Outstanding Bonds, or impose any conditions with respect to such payment;
- (v) Affect the rights of the Owners of less than all Bonds then Outstanding; or
- (vi) Change the minimum percentage of the Outstanding Principal Amount of Bonds necessary for consent to such amendment.

(b) Notice. If at any time the County shall desire to amend this Second Supplement pursuant to Subsection (a), the County shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in the City of New York, New York (including, but not limited to, The Bond Buyer or The Wall Street Journal) or in the State (including, but not limited to, The Texas Bond Reporter), once during each calendar week for at least two successive calendar weeks or disseminated by electronic means customarily used to convey notices of redemption. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of the Paying Agent/Registrar for inspection by all Owners of Bonds. Such publication is not required, however, if the County gives or causes to be given such notice in writing to each Owner of Bonds. A copy of such notice shall be provided in writing to each rating agency maintaining a rating on the Bonds.

(c) Receipt of Consents. Whenever at any time the County shall receive an instrument or instruments executed by all of the Owners or the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount, as appropriate, which instrument or instruments shall

refer to the proposed amendment described in said notice and which consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the County may adopt the amendatory resolution in substantially the same form.

(d) Consent Irrevocable. Any consent given by any Owner pursuant to the provisions of this Section shall be irrevocable for a period of six (6) months from the date of the first publication or other service of the notice provided for in this Section, and shall be conclusive and binding upon all future Owners of the same Bond during such period. Such consent may be revoked at any time after six (6) months from the date of the first publication of such notice by the Owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar and the County, but such revocation shall not be effective if the Owners of Outstanding Bonds aggregating a majority in Outstanding Principal Amount prior to the attempted revocation consented to and approved the amendment. Notwithstanding the foregoing, any consent given at the time of and in connection with the initial purchase of Bonds shall be irrevocable.

(e) Ownership. For the purpose of this Section, the ownership and other matters relating to all Bonds registered as to ownership shall be determined from the Security Register kept by the Paying Agent/Registrar therefor. The Paying Agent/Registrar may conclusively assume that such ownership continues until written notice to the contrary is served upon the Paying Agent/Registrar.

Section 6.03. EFFECT OF AMENDMENTS. Upon the adoption by the County of any resolution or order to amend this Second Supplement pursuant to the provisions of this Article, this Second Supplement shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the County and all the Owners of Outstanding Bonds shall thereafter be determined, exercised, and enforced under the Master Order and this Second Supplement, as amended.

ARTICLE VII MISCELLANEOUS

Section 7.01. DISPOSITION OF BOND PROCEEDS AND OTHER FUNDS. Proceeds from the sale of each Series of Bonds shall, promptly upon receipt thereof, be applied by the Chief Financial Officer as follows:

- (i) any underwriting discount or fees and any Credit Agreement fees for each Series of Bonds may be retained by and/or wired directly to such parties;
- (ii) any accrued interest and sale proceeds to be used to pay capitalized interest for the Series of Bonds, if any, shall be deposited as provided in Section 4.01;
- (iii) an amount sufficient to pay the remaining costs of issuance of the Bonds and the cost of acquiring, purchasing, constructing, improving, enlarging, and equipping the improvements being financed with the proceeds of each Series of Bonds shall be deposited in a separate subaccount for each Series within the Bond Proceeds Account to be used for such purposes; and

Any sale proceeds of the Bonds remaining after making all deposits and payments provided for above shall be deposited into the Interest and Sinking Account and applied to the payment of principal of and interest on the Current Interest Bonds and Maturity Amounts in the case of Capital Appreciation Bonds.

Section 7.02. MAILED NOTICES. Except as otherwise required herein, all notices required or authorized to be given to the County, any Bond Insurer (as defined in, and pursuant to, Section 3.06 hereof) or the Paying Agent/Registrar pursuant to this Second Supplement shall be in writing and shall be sent by registered or certified mail, postage prepaid, to the following addresses or otherwise given in a manner deemed, in writing, acceptable to the party to receive the notice:

1. to the County:
Williamson County, Texas
710 S. Main Street
Georgetown, Texas 78626
Attn: County Auditor
Telephone: (512) 943-1500
Facsimile: (512) 943-1567
2. to the Paying Agent/Registrar:
Jose Gaytan
Wells Fargo Bank, N.A.
Wells Fargo Corporate Trust Services
MAC T5656-013
P. O. Box 2019 (US Mail)
Austin, Texas 78768
400 W. 15th Street, Suite 150
Austin, Texas 78701
Telephone: (512) 344-7306
Facsimile: (512) 344-8621
3. to any Bond Insurer:
The address, phone number and fax number specified in the Award Certificate.

or to such other addresses as may from time to time be furnished to the parties, effective upon the receipt of notice thereof given as set forth above.

Section 7.03. DEFEASANCE OF BONDS. (a) Deemed Paid. The principal of and/or the interest and redemption premium, if any, on any Bonds shall be deemed to be Defeased Debt within the meaning of the Master Order, except to the extent provided in subsections (c) and (e) of this Section, when payment of the principal of such Bonds, plus interest thereon to the due date or dates (whether such due date or dates be by reason of maturity, upon redemption, or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof (including the giving of any required notice of redemption or the establishment of irrevocable provisions for the giving of such notice) or (ii) shall have been provided for on or before such due date by irrevocably

depositing with or making available to the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank for such payment (1) lawful money of the United States of America sufficient to make such payment, (2) Defeasance Securities, certified by an independent public accounting firm of national reputation to mature as to principal and interest in such amounts and at such times as will ensure the availability, without reinvestment, of sufficient money to provide for such payment and when proper arrangements have been made by the County with the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank for the payment of its services until all Defeased Debt shall have become due and payable or (3) any combination of (1) and (2). At such time as Bonds shall be deemed to be a Defeased Debt hereunder, as aforesaid, such Bonds and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of the Security as provided in the Master Order and this Second Supplement, and such principal and interest shall be payable solely from such money or Defeasance Securities.

(b) Investments. The deposit under clause (ii) of subsection (a) of this Section shall be deemed a payment of Bonds as aforesaid when proper notice of redemption of such Bonds shall have been given or upon the establishment of irrevocable provisions for the giving of such notice, in accordance with the Master Order and this Second Supplement. Any money so deposited with the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank as provided in this Section may at the discretion of the County also be invested in Defeasance Securities, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Defeasance Securities in possession of the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank pursuant to this Section which is not required for the payment of such Bonds and premium, if any, and interest thereon with respect to which such money has been so deposited, shall be remitted to the County for deposit to the General Account of the System Account.

(c) Continuing Duty of Paying Agent and Registrar. Notwithstanding any provision of any other Section of this Second Supplement which may be contrary to the provisions of this Section, all money or Defeasance Securities set aside and held in trust pursuant to the provisions of this Section for the payment of principal of Bonds and premium, if any, and interest thereon, shall be applied to and used solely for the payment of the particular Bonds and premium, if any, and interest thereon, with respect to which such money or Defeasance Securities have been so set aside in trust. Until all Defeased Debt shall have become due and payable, the Paying Agent/Registrar for such Defeased Debt shall perform the services of Paying Agent/Registrar for such Defeased Debt the same as if they had not been defeased, and the County shall make proper arrangements to provide and pay for such services as required by this Second Supplement.

(d) Amendment of this Section. Notwithstanding anything elsewhere in this Second Supplement, if money or Defeasance Securities have been deposited or set aside with the Paying Agent/Registrar for such Bonds or an eligible trust company or commercial bank pursuant to this Section for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment of the provisions of this Section shall be made without the consent of the registered owner of each Bonds affected thereby.

(e) Retention of Rights. Notwithstanding the provisions of subsection (a) of this Section, to the extent that, upon the defeasance of any Defeased Debt to be paid at its maturity, the County retains the right under State law to later call that Defeased Debt for redemption in accordance with the provisions of this Second Supplemental Order and the Award Certificate relating to the Defeased Debt, the County may call such Defeased Debt for redemption upon complying with the provisions of State law and upon the satisfaction of the provisions of subsection (a) of this Section with respect to such Defeased Debt as though it was being defeased at the time of the exercise of the option to redeem the Defeased Debt and the effect of the redemption is taken into account in determining the sufficiency of the provisions made for the payment of the Defeased Debt.

Section 7.04. PAYING AGENT/REGISTRAR AGREEMENT. The Paying Agent/Registrar Agreement by and between the County and the Paying Agent/Registrar is hereby approved and the Chief Financial Officer is hereby authorized to complete, amend, modify, execute, and deliver such Paying Agent/Registrar Agreement, as necessary.

Section 7.05. FURTHER PROCEDURES. Each Authorized Representative is hereby expressly authorized, empowered, and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge, and deliver in the name and under the corporate seal and on behalf of the County all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Second Supplement, each Series of Bonds, the sale and delivery of each Series of Bonds, and fixing all details in connection therewith, and the Paying Agent/Registrar Agreement. In connection with the issuance and delivery of each Series of Bonds, the above-stated officers, with the advice of the City Attorney and Bond Counsel to the County, are hereby authorized to approve, subsequent to the date of the adoption of this Second Supplement, any amendments to the above named documents, and any technical amendments to this Second Supplement as permitted by Section 6.01 (v) or (vi) and a Authorized Representative is hereby authorized to execute this Second Supplement to evidence approval of such changes.

Section 7.06. NONPRESENTMENT OF BONDS. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or if the Maturity Amounts of Capital Appreciation Bonds become due, if moneys sufficient to pay such Bond shall have been deposited with the Paying Agent/Registrar, it shall be the duty of the Paying Agent/Registrar to hold such moneys, without liability to the County, any Owner, or any other person for interest thereon, for the benefit of the Owner of such Bond.

Any moneys so deposited with and held by the Paying Agent/Registrar due to nonpresentment of Bonds must be retained by the Paying Agent/Registrar for a period of at least two years after the final maturity date of the Bonds or advance refunding date, if applicable. Thereafter, to the extent permitted by the unclaimed property laws of the State, such amounts shall be paid by the Paying Agent/Registrar to the County, free from the trusts created by this Second Supplement and Owners shall be entitled to look only to the County for payment, and then only to the extent of the amount so repaid by the Paying Agent/Registrar.

Section 7.07. EFFECT OF SATURDAYS, SUNDAYS, AND LEGAL HOLIDAYS.

Whenever this Second Supplement requires any action to be taken on a Saturday, Sunday, or legal holiday, such action shall be taken on the first business day occurring thereafter. Whenever in this Second Supplement the time within which any action is required to be taken or within which any right will lapse or expire shall terminate on a Saturday, Sunday, or legal holiday, such time shall continue to run until midnight on the next succeeding business day.

Section 7.08. PARTIAL INVALIDITY. If any one or more of the covenants or agreements or portions thereof provided in this Second Supplement on the part of the County should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, or such agreement or agreements, or such portions thereof, shall be deemed severable from the remaining covenants and agreements or portions thereof provided in this Second Supplement and the invalidity thereof shall in no way affect the validity of the other provisions of this Second Supplement or of the Bonds, but the Owners of the Bonds shall retain all the rights and benefits accorded to them hereunder and under any applicable provisions of law.

Section 7.09. CONTINUING DISCLOSURE UNDERTAKING. (a) Annual Reports. The County shall provide annually to each NRMSIR and any SID, within six months after the end of each Fiscal Year, financial information and operating data with respect to the Bonds including financial statements of the County, as determined by the Chief Financial Officer at the time the Bonds are sold. Any financial statements so to be provided shall be (i) prepared in accordance with generally accepted accounting principles or such other Accounting Principles as the County may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the County commission an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County will provide unaudited financial statements and shall provide audited financial statements for the applicable Fiscal Year to each NRMSIR and any SID, when and if the audit report on such statements become available.

If the County changes its Fiscal Year, it will notify each NRMSIR and any SID of the change (and of the date of the new Fiscal Year end) prior to the next date by which the County otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to each NRMSIR and any SID or filed with the SEC.

(b) Material Event Notices. The County shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any of the following events with respect to the Bonds, if such event is material within the meaning of the federal securities laws:

- A. Principal and interest payment delinquencies;
- B. Non-payment related defaults;

- C. Unscheduled draws on debt service reserves reflecting financial difficulties;
- D. Unscheduled draws on credit enhancements reflecting financial difficulties;
- E. Substitution of credit or liquidity providers, or their failure to perform;
- F. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- G. Modifications to rights of holders of the Bonds;
- H. Bond calls;
- I. Defeasances;
- J. Release, substitution, or sale of property securing repayment of the Bonds;
and
- K. Rating changes.

The County shall notify any SID and either each NRMSIR or the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 7.09(a) of this Second Supplement by the time required by such Section.

(c) Limitations, Disclaimers, and Amendments. The County shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the County remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the County in any event will give notice of any deposit made in accordance with Section 7.03 of this Second Supplement that causes the Bonds no longer to be outstanding.

The provisions of this Section are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE COUNTY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE COUNTY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY

SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS IN WILLIAMSON COUNTY, TEXAS.

No default by the County in observing or performing its obligations under this Section shall comprise a breach of or default under this Second Supplement or the Master Order for purposes of any other provision of this Second Supplement.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the County under federal and state securities laws.

The provisions of this Section may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (i) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (ii) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Second Supplement that authorizes such an amendment) of the outstanding Bonds consents to such amendment or (b) a person that is unaffiliated with the County (such as Bond Counsel) determines that such amendment will not materially impair the interest of the Owners and beneficial owners of the Bonds. If the County so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with Section 7.09(a) an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information or operating data so provided. The County may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

The filing of such continuing disclosure information with a central post office approved for such purposes by the SEC, such as Disclosure USA, for submission to the NRMSIRs and SID (without also separately submitting such filings to the NRMSIRs and SID by some other means) will satisfy the County's obligation to file such information with the NRMSIRs and SID so long as such filing is acceptable to the SEC.

Section 7.10. OFFICIAL STATEMENT. The Preliminary Official Statement, in substantially the form and substance submitted to the County at the meeting at which this Second Supplement is adopted is hereby ratified and approved. The Chief Financial Officer is hereby authorized to complete, amend, modify and deem such Preliminary Official Statement and the Final Official Statement, as necessary.

Section 7.11. CREDIT AGREEMENT. To the extent permitted by law, the County reserves the right to enter into Credit Agreements in connection with the Bonds, upon the written

opinion of the Chief Financial Officer that such Credit Agreements are in the best interest of the County given the market conditions at the time. The Credit Agreements will constitute a Credit Agreement as defined in the Master Order. Credit Agreements and the obligations thereunder may, pursuant to their terms, constitute (i) Parity Debt secured by a pledge of the Security on parity with the Bonds and other Parity Debt, (ii) Subordinated Debt secured by a pledge of the Security subordinate to the Bonds and other Parity Debt or (iii) partially Parity Debt and partially Subordinated Debt.

Section 7.12. REMEDIES. Any owner of Parity Debt in the event of default in connection with any default in the payment of Annual Debt Service Requirements due in connection with any Parity Debt, or other costs and expenses related thereto, may require the County, its officials and employees and any appropriate official of the County, to carry out, respect, or enforce the obligations of the Master Order or this Second Supplement, by all legal and equitable means, including specifically, the use and filing of mandamus proceedings and specific performance of any covenant or agreement contained herein or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the owners hereunder or any combination of such remedies in any court of competent jurisdiction in Williamson County, Texas against the County, its officials and employees or any appropriate official of the County.

Section 7.13. RULES OF INTERPRETATION. For purposes of this Second Supplement, except as otherwise expressly provided or the context otherwise requires:

(a) The words "herein," "hereof" and "hereunder" and other similar words refer to this Second Supplement as a whole and not to any particular Article, Section, or other subdivision.

(b) The definitions in an Article are applicable whether the terms defined are used in the singular or the plural.

(c) All accounting terms that are not defined in this Second Supplement have the meanings assigned to them in accordance with then applicable accounting principles.

(d) Any pronouns used in this Second Supplement include both the singular and the plural and cover both genders.

(e) Any terms defined elsewhere in this Second Supplement have the meanings attributed to them where defined.

(f) The captions or headings are for convenience only and in no way define, limit or describe the scope or intent, or control or affect the meaning or construction, of any provisions or sections hereof.

(g) Any references to Section numbers are to Sections of this Second Supplement unless stated otherwise.

Section 7.14. INCONSISTENT PROVISIONS. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provisions of this Order are hereby repealed to the extent of such conflict and the provisions of this Order shall be and remain controlling as to the matters contained herein.

Section 7.15. INTERESTED PARTIES. Nothing in this Order expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the County and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Order or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Order contained by and on behalf of the County shall be for the sole and exclusive benefit of the County and the registered owners of the Bonds.

Section 7.16. SEVERABILITY. The provisions of this Order are severable; and in case any one or more of the provisions of this Order or the application thereof to any person or circumstance should be held to be invalid, unconstitutional, or ineffective as to any person or circumstance, the remainder of this Order nevertheless shall be valid, and the application of any such invalid provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby.

Section 7.17. REPEALER. All orders and resolutions, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 7.18. NO PERSONAL LIABILITY. No covenant or agreement contained in the Bonds, this Second Supplement or any corollary instrument shall be deemed to be the covenant or agreement of any member of the Commissioners Court or any officer, agent, employee or representative of the County in his individual capacity, and neither the Commissioners Court, directors, members, officers, agents, employees or representatives of the County nor any person executing the Bonds shall be personally liable thereon or be subject to any personal liability for damages or otherwise or accountability by reason of the issuance thereof, or any actions taken or duties performed in relation to the issuance of the Bonds, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise, all such liability being expressly released and waived as a condition of and in consideration for the issuance of the Bonds.

Section 7.19. PAYMENT OF ATTORNEY GENERAL FEE. The County hereby authorizes the disbursement of a fee equal to the lesser of (i) one-tenth of one percent of the principal amount of the Bonds of each Series or (ii) \$9,500 per Series, provided that such fee shall not be less than \$750, to the Attorney General of Texas Public Finance Division for payment of the examination fee charged by the State of Texas for the Attorney General's review and approval of public securities and credit agreements, as required by Section 1202.004 of the Texas Government Code. The Authorized Representative is hereby instructed to take the necessary measures to make this payment. The County is also authorized to reimburse the appropriate County funds for such payment from proceeds of the Bonds of each Series.

PASSED AND APPROVED on the 17th day of February, 2009.

Dan Gattis, County Judge
Williamson County, Texas

ATTEST:

Nancy E. Rister, County Clerk
Williamson County, Texas

[SEAL]

EXHIBIT A DEFINITIONS

As used in this Second Supplement, the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

"Authorized Denominations" - Means (i) for Current Interest Bonds, \$5,000 or any integral multiple thereof or (ii) for Capital Appreciation Bonds, \$5,000 in Maturity Amount or any integral multiple thereof.

"Authorized Representative" - Means the County Judge, Chief Financial Officer or such other individual so designated by the County to perform the duties of an Authorized Representative under this Second Supplement.

"Award Certificate" - The Award Certificate of the Chief Financial Officer to be executed and delivered pursuant to Section 2.02(b) hereof in connection with each Series of Bonds.

"Bond Insurer" - One or more companies, if any, insuring all or any portion of any Series of Bonds (or any portion thereof) or any successor thereof or assignee thereof as set forth in any Award Certificate.

"Bonds" - The Bonds issued pursuant to and governed by this Second Supplement, as described in Article II hereof which includes the Series 2009 Bonds, the Current Interest Bonds and Capital Appreciation Bonds, as applicable, in accordance with the Award Certificate.

"Capital Appreciation Bonds" - The Bonds on which no interest is paid prior to maturity, maturing variously in each of the years and in the aggregate principal amount as set forth in an Award Certificate.

"Chief Financial Officer" - Means the County Auditor of the County, or such other officer or employee of the County or such other individual so designated by the County to perform the duties of Chief Financial Officer under this Second Supplement.

"Compounded Amount" - With respect to a Capital Appreciation Bond, as of any particular date of calculation, the original principal amount thereof, plus initial premium, if any, plus all interest accrued and compounded to the particular date of calculation, as determined in accordance with Section 2.02 of this Second Supplement and the Compounded Amount Table relating to such Bonds.

"Compounded Amount Table" - With respect to the Capital Appreciation Bonds, the table attached as an exhibit to the Award Certificate relating to the Bonds that shows the Compounded Amounts per \$5,000 Maturity Amount on the Compounding Dates for each maturity to its Maturity.

"Compounding Dates" - Compounding Dates as defined in Section 2.02 of this Second Supplement.

"Current Interest Bonds" - The Bonds paying current interest and maturing in each of the years and in the aggregate principal amounts set forth in an Award Certificate.

"Defeasance Securities" - Means (i) Federal Securities, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the County adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of Bonds are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the County adopts or approves proceedings authorizing the issuance of refunding bonds or otherwise provide for the funding of an escrow to effect the defeasance of Bonds, are rated as to investment quality by a nationally recognized investment rating firm no less than "AAA" or its equivalent.

"DTC" - The Depository Trust Company, New York, New York, or any successor securities depository.

"DTC Participant" - Securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Enabling Act" - Has the meaning given in the recitals to this Second Supplement.

"Federal Securities" - Direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America (including Interest Strips of the Resolution Funding Corporation).

"Fixed Rate Bonds" - The Bonds of a Series bearing interest at fixed, nonvariable interest rate(s), as established in accordance with Section 2.02 of this Second Supplement and the Award Certificate.

"Issuance Date" - The date of delivery of a Series of Bonds to the initial purchaser(s) thereof against payment therefor.

"Master Order" - The "Master Order Establishing the Williamson County, Texas Pass-Through Toll Revenue Financing Program," adopted by the County on August 29, 2006, as may be amended or supplemented from time to time.

"Maturity" - When used with respect to the Bonds, the scheduled maturity of the Bonds.

"Maturity Amount" - The Compounded Amount of a Capital Appreciation Bond due on its Maturity.

"Maximum Rate" - A net effective interest rate (as defined in and calculated in accordance with the provisions of the Chapter 1204, Texas Government Code, as amended not to exceed fifteen percent (15%)).

"MSRB" - The Municipal Securities Rulemaking Board.

"NRMSIR" - Each person whom the SEC or its staff has determined to be a nationally-recognized municipal securities information repository within the meaning of the Rule from time to time.

"Owner" - The registered owners of the Bonds as shown on the Security Register and to the extent set forth in a Credit Agreement relating to the Bonds, the party contracting with the County under a Credit Agreement.

"Paying Agent" - The agent selected and appointed by the County for purposes of paying the principal of, premium, if any, and interest on the Bonds to the Owners thereof, as identified in Section 2.03 hereof and any successor to such agent.

"Paying Agent/Registrar" - Collectively, the Paying Agent and the Registrar designated in Section 2.03 of this Second Supplement or any successor to such agent.

"Paying Agent/Registrar Agreement" - The agreement having such name executed by and between the County and the Paying Agent/Registrar.

"Predecessor Bonds" - Predecessor Bonds as defined in Section 2.05(a) hereof.

"Rebate Fund" - The fund by that name described in Section 4.02 hereof.

"Record Date" - With respect to each interest payment date of a Current Interest Bond, the date as determined in the respective Award Certificate.

"Registrar" - The agent selected and appointed by the County for purposes of keeping and maintaining books and records relating to the registration, transfer, exchange, and payment of the Bonds and interest thereon, as identified in Section 2.03 hereof and any successor to such agent.

"Reserve Fund" - The fund that was described in Section 4.04 hereof.

"Reserve Fund Obligation" - Means, a surety bond or insurance policy deposited in the Reserve Fund to satisfy the Required Reserve Amount whereby the issuer is obligated to provide funds up to and including the maximum amount and under the conditions specified in such agreement or instrument.

"Rule" - SEC Rule 15c2-12, as amended from time to time.

"SEC" - The United States Securities and Exchange County.

"Second Supplement" - This Second Supplemental Order, which was adopted pursuant to authority reserved by the County under the Master Order.

"Section" - Unless the context clearly requires otherwise, refers to a Section of this Second Supplement.

"Security Register" - The books and records kept and maintained by the Registrar relating to the registration, transfer, exchange, and payment of the Bonds and the interest thereon.

"Series" - A separate series of Bonds as specified by or pursuant to the terms of this Second Supplement.

"SID" - Any person designated by the State or an authorized department, officer, or agency thereof as, and determined by the SEC or its staff to be, a state information depository within the meaning of the Rule from time to time.

EXHIBIT B

FORM OF BONDS

**UNITED STATES OF AMERICA
STATE OF TEXAS
WILLAMSON COUNTY, TEXAS
PASS-THROUGH TOLL
REVENUE AND LIMITED TAX BONDS,
SERIES 2009**

[FORM OF FIRST PARAGRAPH OF CURRENT INTEREST BOND]

No. R-_____ \$ _____

BOND	ISSUANCE	INTEREST	MATURITY	
<u>DATE:</u>	<u>DATE:</u>	<u>RATE:</u>	<u>DATE:</u>	<u>CUSIP:</u>

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

Williamson County, Texas (the "County") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner named above, or the registered assigns thereof, the Principal Amount specified above on the Maturity Date specified above and to pay interest on the unpaid principal amount hereof from the Issuance Date* specified above at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and _____* of each year, commencing _____, ____*. Principal of this Bond shall be payable to the Registered Owner hereof, upon presentation and surrender, at the designated office of the Paying Agent/Registrar named in the registration certificate appearing hereon, or its successor. Interest shall be payable to the Registered Owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____* day of the month next preceding each interest payment date. All payments of principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address _____

*As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof.

[FORM OF FIRST TWO PARAGRAPHS OF CAPITAL APPRECIATION BOND]

No. CR-_____ \$ _____

ISSUANCE
DATE:

INTEREST
RATE:

MATURITY
DATE:

CUSIP:

REGISTERED OWNER:

MATURITY AMOUNT:

DOLLARS

On the Maturity Date specified above, Williamson County, Texas (the "County") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner set forth above, or the registered assigns thereof, the Maturity Amount specified above, representing the original principal amount hereof and accrued and compounded interest hereon. Interest shall accrue on the principal amount hereof plus initial premium, if any, from the Issuance Date at the interest rate per annum specified above, compounded semiannually on _____* and _____* of each year commencing _____*.

The Maturity Amount on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount stated above compounded semiannually at the yield shown on such table.

[REMAINDER OF EACH BOND]

This Bond is one of a duly authorized issue of bonds designated as "Williamson County, Texas Pass-Through Toll Revenue and Limited Tax Bonds, Series 2009" (the "Bonds"), in the aggregate principal amount of \$_____* issued pursuant to the laws of the State of Texas, including specifically the Enabling Act and Chapter 1371, Texas Government Code, as amended (collectively, the "Acts"), and initially under and pursuant to a resolution of the County adopted on _____

*As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

August 29, 2006, and entitled Second Supplemental Order to the Master Order Authorizing the Williamson County, Texas Pass-Through Toll Revenue Financing Program (the "Second Supplement") for the purpose of (i) designing, developing, financing, constructing, maintaining, operating, extending, expanding, or improving roads on the state highway system located in the County or, as a continuation of the project or facility, in an adjacent County and (ii) paying the costs of issuing such Bonds. The Bonds are secured by a first lien on and pledge of the Security as defined in the Master Order adopted on August 29, 2006 (the "Master Order"), on a parity with all other Parity Debt (as defined in the Master Order and the Second Supplement) and, to the extent the Security is insufficient to pay the interest and principal payments on the Bonds, a limited pledge of a direct annual ad valorem tax on all property in the County within the limits prescribed by law.

The Master Order, as supplemented by the Second Supplement, is referred to in this Bond as the "Order." Terms used herein and not otherwise defined shall have the meanings given in the Order.

*[The Bonds are issued in part as "Current Interest Bonds," which total in principal amount \$ _____^{**}, and which pay accrued interest at stated intervals to the Registered Owners and in part as "Capital Appreciation Bonds," which total in original principal amount \$ _____ and pay no accrued interest prior to their Stated Maturities.]

Redemption Provisions

[As provided in the Award Certificate]**

Notice of redemption shall be given at the times and in the manner provided in the Second Supplement.

If this Bond is in a denomination in excess of \$5,000, portions of the principal sum hereof in ***[principal amount] ****[Maturity Amount] of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, there shall be issued, without charge therefor, to the Registered Owner hereof, upon the surrender of this Bond at the principal office of the Paying Agent/Registrar, a new Bond or Bonds of like maturity, series and interest rate in any authorized denominations provided by the Resolution for the then unredeemed balance of the ***[principal amount] ****[Maturity Amount] hereof. If this Bond is selected for redemption, in whole or in part, neither the County nor the Paying Agent/Registrar shall be required

*To be included with respect to a Series of Bonds only if Current Interest Bonds and Capital Appreciation Bonds are both issued.

**As provided in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

*** Current Interest Bonds only.

**** Capital Appreciation Bonds only.

to transfer this Bond to an assignee of the Registered Owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to any exchange by the Registered Owner of the unredeemed balance hereof in the event of its redemption in part.

The Bonds are special obligations of the County, payable solely from and equally secured by a first lien on and pledge of the Security and, pursuant to Section 5 of the Master Order, and, to the extent the Security is insufficient to pay the interest and principal payments on the Bonds, a pledge of a annual ad valorem tax on all taxable property in the County within the limits prescribed by law. The Bonds do not constitute a legal or equitable pledge, charge, lien, or encumbrance upon any property of the County, except with respect to the Security. The bonds are issued pursuant to the Order, whereunder the County covenants, to the extent the Security is insufficient to pay the interest and principal payments on the Bonds, to levy a continuing direct annual ad valorem tax, within legal limit as to rate or amount, on taxable property within the County, for each year while any part of the Bonds are considered outstanding under the provisions of the Order, in sufficient amount, together with revenues and receipts available from other sources which are equally available for such purposes, to pay interest on the Bonds as it becomes due, to provide a sinking fund for the payment of the principal of the Bonds when due or the redemption price at any earlier required redemption date, to pay when due the other contractual obligations of the issuer payable in whole or in part from taxes, and to pay the expenses of assessing and collecting such tax, all as more specifically provided in the Order. Reference is hereby made to the Order for provisions with respect to the custody and application of funds, remedies in the event of a default hereunder or thereunder, and the other rights of the registered owners of the Bonds. By acceptance of this Bond the registered owner hereof consents to all of the provisions of the Order, a certified copy of which is on file in the office of the County.

The pledge of the Security and the other obligations of the County under the Order may be discharged at or prior to the maturity of the Bonds upon the making of provision for their payment on the terms and conditions set forth in the Order.

Subject to satisfying the terms and conditions stated in the Order, the County has reserved the right to issue additional Parity Debt payable solely from and equally and ratably secured by a parity lien on and pledge of the Security and other moneys and securities pledged under the Resolution to the payment of the Bonds.

Reference is hereby made to the Order, a copy of which is on file in the designated office of the Paying Agent/Registrar, and to all of the provisions of which any Registered Owner of this Bond by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the security for the Bonds; the Security; the nature and extent and manner of enforcement of the pledge; the terms and conditions for the issuance of additional Parity Debt; the conditions upon which the Order may be amended or supplemented with or without the consent of the Registered Owners of the Bonds; the rights and remedies of the Registered Owner hereof with respect hereto and thereto; the rights, duties and obligations of the County; the terms and provisions upon which the liens, pledges, charges, and covenants made therein may be discharged at or prior

to the maturity or redemption of this Bond and this Bond thereafter no longer to be secured by the Order or be deemed to be outstanding thereunder; and for the other terms and provisions thereof.

This Bond, subject to certain limitations contained in the Order, may be transferred only upon its presentation and surrender at the designated office of the Paying Agent/Registrar named below, or its successor with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Registered Owner hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully-registered Bonds of the same Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate *[principal amount] **[Maturity Amount] will be issued to the designated transferee or transferees.

The County and the Paying Agent/Registrar, and any agent of either, shall treat the Registered Owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of *[principal] **[the Maturity Amount] hereof at its Maturity or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the County nor the Paying Agent/Registrar, nor any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the County. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Registered Owner appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the County is a duly organized and legally existing home-rule county, organized under and by virtue of the Constitution and laws of the State of Texas; that the issuance of this Bond and the series of which it is a part are duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of this Bond to render the same lawful and valid have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas and the Order; that this series of bonds does not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of this Bond and the Series of which it is a part as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

* Current Interest Bonds only.

** Capital Appreciation Bonds only.

IN TESTIMONY WHEREOF, the County has caused its seal to be impressed or a facsimile thereof to be printed hereon and this Bond to be executed in the name of and on behalf of the County with the manual or facsimile signatures of its County Judge, and attested by the County Clerk.

WILLIAMSON COUNTY, TEXAS

By: _____ By: _____
County Clerk County Judge

(SEAL)

[INSERTIONS FOR THE INITIAL BOND]

The Initial Bond shall be in the form set forth in this exhibit, except that:

- A. Immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below", and the heading "CUSIP NO." shall be deleted.
- B. The first paragraph of the Current Interest Bond shall be deleted and the following will be inserted (with all blanks and bracketed items to be completed with information contained in the Award Certificate):

"Williamson County, Texas (the "County") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner named above, or the registered assigns thereof, on _____* in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Principal Amount</u>	<u>Maturity Date</u>	<u>Interest Rate</u>
-------------------------	----------------------	----------------------

(Information from Award Certificate to be inserted)

The County promises to pay interest on the unpaid principal amount hereof from the [Issuance Date] [Bond Date] specified above at the respective per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____* and

*As determined in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

_____ * of each year, commencing _____, _____. Principal of this Bond shall be payable to the Registered Owner hereof, upon presentation and surrender, at the principal office of the Paying Agent/Registrar named in the registration certificate appearing hereon, or its successor. Interest shall be payable to the Registered Owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____. All payments of principal of, premium, if any, and interest on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof."

- C. The first two paragraphs of the Capital Appreciation Bond shall be deleted and the following will be inserted (with all blanks and bracketed items to be completed with information contained in the Award Certificate):

"On the respective Maturity Dates set forth in the following schedule, the City of Round Rock, Texas (hereinafter referred to as the "County") hereby promises to pay, solely from the sources hereinafter identified and as hereinafter stated, to the Registered Owner set forth above, or the registered assigns thereof, the respective Maturity Amounts set forth in the following schedule:

<u>Maturity Dates</u>	<u>Maturity Amounts</u>	Interest Rates
-----------------------	-------------------------	----------------

(Information from Award Certificate to be inserted)

The respective Maturity Amounts specified above, represent the original principal amounts hereof and accrued and compounded interest thereon. Interest shall accrue on the principal amounts hereof from the Issue Date at the interest rate per annum specified above, compounded semiannually on _____ * and _____ * of each year commencing _____ *.

The respective Maturity Amounts on this Bond shall be payable in lawful money of the United States of America, without exchange or collection charges, and interest payments shall be made by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Registered Owner hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Registered Owner hereof. For convenience of reference, a table appears on the back of this Bond showing the "Compounded Amount" of the original principal amount plus initial premium, if any, per \$5,000 Maturity Amount stated above compounded semiannually at the yield shown on such table."

*As determined in the Award Certificate. To the extent that the Award Certificate relating to the Bonds is inconsistent with any provisions in this Form of Bond or contains information to complete missing information in this Form of Bond, the language in the Award Certificate shall be used in the executed Bonds.

- D. The Initial Bond for a Current Interest Bond shall be numbered "T-1", and the Initial Bond for a Capital Appreciation Bond shall be numbered "TCR-1".

Form of Registration Certificate of Comptroller of Public Accounts
To Appear on Initial Bond only.

**REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS**

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS §
THE STATE OF TEXAS § **REGISTER NO.** _____

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

AUTHENTICATION CERTIFICATE OF
PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Resolution; the bond or bonds of the above titled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

WELLS FARGO BANK,
NATIONAL ASSOCIATION,
as Paying Agent/Registrar

Registered this date:

By: _____
Authorized Signature

Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto

(Please insert Social Security or Taxpayer Identification Number of Transferee)

(Please print or typewrite name and address, including zip code, of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney, to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed by:

NOTICE: The signature on this assignment must correspond with the name of the Registered Owner as it appears on the face of the within Bond in every particular.

[INSURANCE LEGEND IF APPLICABLE]

Social Assistance Contracts

Commissioners Court - Regular Session

Date: 02/17/2009

Submitted By: Ashlie Koenig, County Judge

Submitted For: Dan Gattis

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

To discuss and consider approving funding for Williamson-Burnet County Opportunities, Bluebonnet Trails CMHMRC and the Williamson County Crisis Center for 2009-2010

Background

During the tenure of the previous Court certain contracts were continuously funded and "automatically" renewed from one year to the next. The purpose in putting the attached contracts on the agenda, is to bring them to the attention of the court and let the court decide whether or not to approve funding, thus renewing the contract, for the following fiscal year.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Social Assistance](#)

Form Routing/Status

Form Started By: Ashlie Koenig Started On: 02/12/2009 11:26 AM

Final Approval Date: 02/12/2009

WBCO

AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS
and
WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.

This agreement is made and entered into effective this 1st day of October, 2004, between WILLIAMSON COUNTY, TEXAS (hereinafter "the County") and WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC., a Community Action Agency (hereinafter "WBCO").

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 and WBCO desire to provide a wide range of social service and economic opportunity programs to benefit the citizens of Williamson County and Burnet County; and

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

I.

FINDINGS


1. **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 County and WBCO have authorized and approved this Agreement and that this Agreement will be in full force and effect until further modified.

2. **Williamson County's Undertakings.** In order to promote the provision of social service and economic opportunity programs for the benefit of the citizens of Williamson County and Burnet County, Williamson County will provide not less than \$34,000.00 to WBCO to defray operating costs and \$37,000.00 to support the Senior Nutrition Program.

3. **WBCO's Undertakings.** WBCO agrees to identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County and Burnet County.

II.

THE PARTIES' AGREEMENT

 This support and understanding shall continue and renew year-to-year unless one or both parties desire to terminate this Agreement.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

EXECUTED this 26TH day of October, 2004.

WILLIAMSON COUNTY, TEXAS

By 
John C. Doerfler
County Judge

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.

By 
Robert M. Howard
Executive Director

2. **Williamson County's Undertakings.** In order to promote the provision of social service and economic opportunity programs for the benefit of the citizens of Williamson County and Burnet County, Williamson County will provide not less than \$34,000.00 to WBCO to defray operating costs and \$37,000.00 to support the Senior Nutrition Program.

3. **WBCO's Undertakings.** WBCO agrees to identify community organizations and target neighborhoods to provide social service and economic opportunity programs for the benefit of the citizens of Williamson County and Burnet County.

II.

THE PARTIES' AGREEMENT

This support and understanding shall continue and renew year-to-year unless one or both parties desire to terminate this Agreement.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

EXECUTED this 26TH day of October, 2004.

WILLIAMSON COUNTY, TEXAS

By John C. Doerfler
John C. Doerfler
County Judge

WILLIAMSON-BURNET COUNTY OPPORTUNITIES, INC.

By _____
Robert M. Howard
Executive Director

DIETZ & ASSOCIATES, P.C.
Attorneys At Law

21

106 Fannin Avenue
Round Rock, Texas 78664
Telephone (512) 244-9314
Facsimile (512) 244-3766
www.lawdietz.com

R. Mark Dietz
Melissa G. Dietz

J. Lee Jarrard, Jr.
Douglas G. Cornwell

October 13, 2004

Ms. Jane Tableriou
Office of Williamson County Judge
Williamson County Courthouse
710 Main Street, 2nd Floor
Georgetown, Texas 78626

via Hand Delivery

RE: Agreement Between Williamson County, Texas and Williamson-Burnet County
Opportunities, Inc.

Dear Ms. Tableriou:

In response to your request of October 6, 2004, please find enclosed an Agreement Between Williamson County, Texas and Williamson-Burnet County Opportunities, Inc. If the agreement is approved by Judge Doerfler, please have him sign, and forward it to Robert Howard for his signature. Please return a fully executed copy to our office. If you have any questions or changes, please contact our office.

Thank you for your attention to this matter.

Sincerely yours,



Carole Alsup
Legal Assistant to R. Mark Dietz

/ca
Enclosure

MHMRC

WILLIAMSON COUNTY BLUEBONNET TRAILS CMHMRC FUNDING AGREEMENT

This Social Service Agency Annual Funding Agreement ("Agreement") is by and between Williamson County and Bluebonnet Trail CMHMRC ("Agency"), a non-profit corporation. Pursuant to the terms of this Agreement, Williamson County hereby agrees to allocate the sum of Sixty-Three Thousand Dollars (\$ 63,000.00) to the Agency to fulfill the public purposes outlined by Williamson County and the Agency herein.

- 1.1 **Purpose.** Williamson County has in good faith determined that this Agreement serves a public purpose. This public purpose includes, but is not limited to, providing public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances.
- 1.2 **Use of Funds.** The Agency understands that the funds provided to it by Williamson County will be used solely for the following program services in Williamson County: to provide public mental health services to adults with serious and persistent mental illness and/or serious emotional disturbances.
- 1.3 **Distribution of Funds.** Williamson County will allocate Dollars (\$ 5,250 per month) to the Agency.
- 1.4 **Relationship of Parties.** Nothing contained herein, either explicitly or implicitly, shall be deemed or construed to make Williamson County or its designee the agent, servant, or employee of the Agency, or to create any partnership, joint venture, or other association between Williamson County or its designee and the Agency. Alternatively, nothing contained herein, either explicitly or implicitly, shall be deemed or construed to make the Agency the agent, servant, or employee of Williamson County or its designee, or to create any partnership, joint venture, or other association between the Agency and Williamson County or its designee.
- 1.5 **Principles and Controls.** In administering the handling of contributed public funds, Williamson County and the Agency agree to the following certain basic principles which are essential to maintain community acceptance and support:
 - a. The Agency shall maintain its status as a voluntary, non-profit corporation under section 501(C)(3) of the Internal Revenue code, unless exempt by Federal guidelines;
 - b. The Agency shall remain in good standing under the laws of the state of Texas;

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- c. The Agency shall notify Williamson County or its designee of major programmatic and administrative changes which could substantially affect the Agency's operation and service delivery;
- d. The Agency shall provide to Williamson County or its designee and actively maintain a current list (including term of office) of the Agency's directors, as well as its regular meeting times;
- e. The Agency shall provide to Williamson County or its designee minutes of its board of director meetings and detailed financial reports which include detailed comparisons of budgeted and actual activity and change in financial position. The reports shall be attested to by the Agency's board of directors and be provided on a regular and timely basis as requested by Williamson County or its designee;
- f. The Agency shall provide adequate liability insurance coverage for the Agency, and does hereby indemnify Williamson County and its employees, designees, and agents from any and all liability for any damage or injury caused to any employee, client, patron, agency, visitor or guest of the Agency;
- g. If an independent public accountant prepares an annual audit or review in accordance with generally accepted accounting standards, the Agency shall provide a copy of such report to Williamson County or its designee;
- h. The Agency shall prepare a detailed annual budget, translating program service plans into financial terms, and shall provide a copy of this budget to Williamson County or its designee. The budget must have comparative columns showing previous year actual and proposed year budget figures. Revenues should be categorized by major source and expenses categorized by purpose;
- i. The Agency shall be responsible for generation of support for its programs and not rely solely on Williamson County for funding of its programs; and
- j. The Agency shall allow Williamson County or its designee to conduct a semi-annual inspection of the Agency's premises and operations.

1.6

Term of Agreement. This Agreement is in effect from October 1, 2004 for a term of three years from the date of execution. This Contract shall be automatically extended for successive three year terms unless either party wishes to terminate this Contract. This Contract shall be terminated if either party gives written notice to the other party on or before 90 days before the expiration date of any three year term.

1.7 **Entire Agreement.** This Agreement constitutes the entire agreement between Williamson County and the Agency. No oral agreements are in effect pertaining to this Agreement. Any changes or modifications to this Agreement must be made in writing with the consent of both parties.

1.8 **Assignability.** This Agreement cannot be assigned or transferred in any part without the written consent of both Williamson County and the Agency.

Executed by:



Agency President/Chairman, Board of Directors

10-25-04
Date



Williamson County, Judge John Doerfler

10-5-04
Date

*File
Crisis
Center*

AGREEMENT BETWEEN
WILLIAMSON COUNTY, TEXAS
and
WILLIAMSON COUNTY CRISIS CENTER

This agreement is made and entered into effective this 1st day of October, 2004, between WILLIAMSON COUNTY, TEXAS (hereinafter "the County") and WILLIAMSON COUNTY CRISIS CENTER, (hereinafter "Crisis Center").

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 and the Crisis Center desire to provide services to benefit the Williamson County citizens; and

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

I.

FINDINGS

1. **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 County and Crisis Center have authorized and approved this Agreement and that this Agreement will be in full force and effect until further modified.

2. **Williamson County's Undertakings.** In order to promote the social service programs for the benefit of the citizens of Williamson County, the County will provide not less than

\$65,000 annually to the Crisis Center for outreach services for the citizens of Williamson County.

3. **The Crisis Center's Undertakings.** The Crisis center agrees to provide outreach services to victims of family violence to the citizens of Williamson County.

II.

THE PARTIES' AGREEMENT

This support and understanding shall continue and renew year-to-year unless one or both parties desire to terminate this Agreement.

IN WITNESS WHEREOF, the Parties have executed and attested this Agreement by their officers thereunto duly authorized.

EXECUTED this 11th day of November, 2004.

WILLIAMSON COUNTY, TEXAS

By

John C. Doerfler
John C. Doerfler
County Judge

WILLIAMSON COUNTY CRISIS CENTER

By

Theresa Leftwich
Theresa Leftwich
Executive Officer

Send signed
copy back to

Theresa Leftwich
Wm Co. Crisis Center
211 Commerce Cove #103
Round Rock, Tx 78664

✓

Send a copy to
Donna-Auditor

TCOOMMI Funding

Commissioners Court - Regular Session

Date: 02/17/2009
 Submitted By: Grimes Kathy, Commissioner Pct. #2
 Submitted For: Cynthia Long
 Department: Commissioner Pct. #2
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the annual funding agreement with Bluebonnet Trails MHMR to provide services through Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI).

Background

Bluebonnet Trails has received annual required grant match funding from Williamson County for participation in Texas Correctional Office on Offenders with Medical or Mental Impairments (TCOOMMI). The local match allows Bluebonnet Trails to provide mental health services to adult and juvenile special need offenders with serious and persistent mental illness and/or serious emotional disturbances. These services include, but are not limited to service coordination/case management, jail diversion liaison, continuity of care, and wrap around services. Bluebonnet Trails provides mental health services for the jail and juvenile services with the funding that is provided through this State program.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Grimes Kathy Started On: 02/11/2009 05:40 PM

Final Approval Date: 02/12/2009

Mental Health Requests

Commissioners Court - Regular Session

Date: 02/17/2009
 Submitted By: Grimes Kathy, Commissioner Pct. #2
 Submitted For: Mental Health Committee
 Department: Commissioner Pct. #2
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on summary of mental health requests for the Texas Legislature.

Background

The Commissioners Court approved their legislative request letter that included many subjects including mental health, transportation funding, municipal utility districts, over weight trucking permits, ESD board appointments, appropriations to Texas recreation and park fund, and the low income repair assistance program. A subcommittee of the Williamson County Mental Health Task Force (including Commissioners Birkman and Covey) has been meeting to gather substantiating data and more specific details for the mental health legislative requests. A lengthy detailed Legislative Priorities list from the subcommittee's findings was prepared by Andrea Richardson of Bluebonnet Trails for the legislative staffers use. A short two-page summary sheet was prepared from the detailed priorities list for the legislators and for written testimony during legislative hearings.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Detailed Legislative Priorities](#)

Link: [MH Legislative Summary](#)

Link: [Duty to Accept Summary](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 02/12/2009 11:03 AM

Final Approval Date: 02/12/2009

Williamson County Mental Health Task Force Legislative Priorities

Priority		Demonstration of Need	Products to Support Need	Cost	Return on Investment
1	<p>Promote DSHS exceptional item for continuation of funding for mental health crisis services.</p> <p>Ask: Annualization and continuation of funding of \$109.4 M for the crisis services initiated during the 80th Legislative Session.</p> <p><i>[Amount as noted in the DSHS base budget.]</i></p>	<p>During the 2007-2008 biennium, the new funding dedicated to expansion of the crisis services system in Texas initiated the following programs improving the crisis response in Williamson County:</p> <ul style="list-style-type: none"> 24-Hour Crisis Hotline Services Additional funding to support the Mobile Crisis Outreach Team. <p>The continuation of the funding ensures sustainability and ongoing success of the newly implemented services.</p>	<p>24-Hour Crisis Hotline Services:</p> <ul style="list-style-type: none"> Since expanding the existing crisis hotline to offer 24-hour availability, crisis hotline has triaged 11,725 calls during 2008. This reflects an increase of 39% from the previous year, prior to the funding for the expansion. The hotline affords a central point of contact to mobilize our crisis teams in the county. 	<p>Annualized cost for maintaining the current hotline service capacity in Williamson County:</p> <p>\$27,000.00</p>	<p>Telephone triage of crisis calls through the crisis hotline affords costs savings by:</p> <ul style="list-style-type: none"> During calendar year 2008, the expanded Crisis Hotline provided services to 1,847 Williamson County residents. This represents an increase of 168% above the number of persons served prior to the expansion of the hotline services. Having a qualified mental health professional assess the situation before mobilizing a crisis team. The average cost of deploying crisis triage to the client was \$626 per trip. The actual cost savings realized by the MHMR Center comparing 2007 with 2008 crisis responses is \$37,560. Offering immediate access to a qualified mental health professional for persons in crisis alleviating the urgency of the situation prompting the crisis. The access allows the system to focus on true crisis situations, at the cost savings noted above.
			<p>Mobile Crisis Outreach Team:</p> <p>The Mission of the expanded Mobile Crisis Outreach Team (MCOT) is to link non-violent persons in crises with mental health, social service, or medical</p>	<p>Annualized Cost for maintaining the MCOT in Williamson County:</p>	<p>Expansion of mobile crisis outreach team to serve the 1,122 square miles of the county with an approximate population of 354,000 persons—a county experiencing an annual</p>

**Williamson County Mental Health Task Force
Legislative Priorities**

Priority		Demonstration of Need	Products to Support Need	Cost	Return on Investment
			<p>providers in order to prevent escalation or interaction with law enforcement and other first responders.</p> <ul style="list-style-type: none"> ▪ The funding supports an additional full-time salaried Masters Level Counselor to serve on the Williamson County MCOT. ▪ The funding supports the completion of assessments and follow up services in the community provided by the entire MCOT—equating to an additional 700 hours of crisis services available in the community each year. ▪ One MCOT is on duty during peak crisis hours 56 hours per week to immediately respond to crisis calls, within 1 hour, in the community. ▪ Mobile outreach capability is maintained throughout the local service area 24 hours a day seven days a week. 	\$125,000	<p>growth rate of approximately 8%.</p> <ul style="list-style-type: none"> ▪ During calendar year 2008, the Williamson County MOT provided 1,479 hours of services to 1,227 individuals under the crisis services redesign funding. The MOT was able to double the number of persons served prior to the expansion of the MOT supported by the crisis services redesign funding. ▪ Our crisis teams are able to provide a face-to-face service within 1 hour of a crisis call compared to 2-5 hours prior to implementation of the mobile teams. ▪ The average cost for mobile crisis outreach has decreased from \$165/hour to \$147/hour by implementing the trained mobile crisis outreach team. Based on the average billable service hours, the resulting annualized cost savings approximately \$9,000 per team member. [Annual cost savings of \$13,500 for the 1.5 FTE supported by the funding] ▪ Prior to implementation of a mobile crisis outreach team in Williamson County, state hospital bed utilization reached 112% of the allocated bed days. During

Williamson County Mental Health Task Force Legislative Priorities

Priority		Demonstration of Need	Products to Support Need	Cost	Return on Investment
					<p>2008, we utilize 68% of our allocated bed days. [Unused State Hospital Bed Days attributed to Williamson County for 2008: \$281,780.]</p> <ul style="list-style-type: none"> ▪ [Stats from Annie?]
		<p>Bluebonnet Trails Community MHMR Center was awarded competitive grant funding to establish a crisis respite unit. The unit is a ten-bed facility located in Georgetown, Williamson County, providing a safe, less restrictive alternative to emergency room mental health care, incarceration and hospitalization for individuals with psychiatric emergencies who do not require a secure environment. This facility provides short-term stabilization and focused treatment in a less costly alternative for individuals experiencing a crisis with greater capacity for successful, long-term outcomes for the individual.</p>	<p>Crisis Respite Unit treatment option with capacity to serve 10 persons through medical professionals in the residential facility intended to divert persons from local emergency rooms and the State Hospital system.</p>	<p>Annualized Cost for Crisis Respite Services in Williamson County:</p> <p>\$474,450</p> <p><i>Note:</i> Of the total amount, the local match commitment of Williamson County = \$145,800. This match amount includes a commitment of \$137,500 from local hospitals.</p>	<p>Implementation of a crisis respite unit has resulted in successful and appropriate diversions of persons from our five local hospital emergency rooms and the State Hospital system.</p> <ul style="list-style-type: none"> ▪ Since the unit opened on November 13, 2008, we have served 61 clients at this level of care with an average length of stay of 4.4 days—at an average daily cost of \$321/day. ▪ Diverted an average of 26 persons/month from local emergency rooms at a cost savings of \$1,042/day/person—an approximate savings exceeding \$325,100/year. ▪ Diverted an average of 13 admissions/month to the state hospital resulting in a cost savings of \$65/day/person. Considering the average state hospital length of stay of 10 days—an approximate savings exceeding \$101,400/year. ▪ Provided a step down level of care

Williamson County Mental Health Task Force Legislative Priorities

Priority		Demonstration of Need	Products to Support Need	Cost	Return on Investment
					<p>from hospitalization for approximately 10 persons/month. Considering a diversion of approximately 7 days—results in an approximate savings of \$54,600/year.</p> <ul style="list-style-type: none"> ▪ In combination with our MCOT, diverted an average of 2 persons/month from incarceration. Although this is a relatively breakeven cost, the crisis respite unit provided the appropriate level of care for the clients.
2	<p>Promote DSHS exceptional item to expand community MH services.</p> <p>With the introduction of crisis services in the local communities, an investment is needed for expansion for ongoing routine services in the system to fill the gaps in service delivery.</p> <p>Ask: Initiate a competitive bid process in the amount of \$88 M for community-based</p>	<p>Until the development of crisis services through funding from the 80th Legislative Session, psychiatric treatment for Williamson County residents was delivered only in 24-hour acute care facilities or outpatient practitioners' offices. The demand for cost containment and delivery of services at the most appropriate level of care compels us to further develop a continuum of care—including alternative treatment programs arrayed between the hospital and traditional outpatient settings.</p>	<p>Need:</p> <p>On an average monthly basis, 828 Williamson County residents are discharged from inpatient services including state hospitals, psychiatric hospitals, substance addiction/detoxification units and crisis respite units.</p> <ul style="list-style-type: none"> ▪ On average, only 322 (39%) transition into outpatient services to address the ongoing treatment for chronic illness. ▪ These fragile individuals are our most highly recidivistic (likely to return to an inpatient setting within a short length of time) at a rate of 37% or 120 Williamson County residents re-entering inpatient services on an annual basis. ▪ Diagnostically, 56% of the persons 	<p>Annualized Cost for staffing an intensive outpatient program within existing infrastructure in Williamson County:</p> <p>\$206,000</p>	<p>The goals of the intensive outpatient program include:</p> <ul style="list-style-type: none"> ▪ Stabilizing individuals with a history of frequent relapse—reducing the cost of recidivism into hospital or residential programs. ▪ Offering a step down level of care from hospitalization or residential programs – resulting in reduced stays at the more intensive levels of care. ▪ Maintaining a productive individual living at home—targeting the individual's stabilization in the community while the individual continues to go to work or school. ▪ Supporting an alternative to state hospitals—resulting in a decreased

Williamson County Mental Health Task Force Legislative Priorities

Priority	Demonstration of Need	Products to Support Need	Cost	Return on Investment
alternatives to hospitalization filling the gap between crisis-related services and the client's successful and sustained return to the community.		<p>served in an inpatient setting will have a dual diagnosis of mental illness and substance addictions.</p> <p>Intensive Outpatient Services: The development of fundamental crisis services in Williamson County developed an increased capacity for serving our residents--expanding the need for less intensive, less restrictive services once the persons returned to the community. We plan to supplement the existing crisis system in Williamson County with the development of an intensive outpatient program serving persons with mental illness and substance addictions.</p> <p>This short-term outpatient program is designed to stabilize and resolve immediate problems for individuals experiencing behavioral or emotional difficulties and/or substance addictions—who do not require, or no longer require, the intense level of psychiatric care provided by hospitalization or crisis residential programs.</p> <p>To effectively provide the services by consolidating existing resources, the costs for the intensive outpatient services include:</p>		<p>reliance on state hospital beds—allowing the system to maintain the current capacity of 2,477 beds.</p> <p>Statistics from the Department of Labor, Partnership for a Drug-Free America:</p> <ul style="list-style-type: none"> ▪ Nearly one in five (19 percent or 4.5 million) teens has tried prescription medication (pain relievers such as Vicodin and OxyContin; stimulants like Ritalin and Adderall) to get high. ▪ In 2000, problems resulting from the use of alcohol and other drugs cost American businesses an estimated \$84.6 billion in lost productivity due to premature death (38.3 billion) and illness (47 billion); 87% of these combined costs were attributed to drinking. <p>Full-time workers age 18-49 who reported current illicit drug use were more likely than those reporting no current illicit drug use to state that they had:</p> <ul style="list-style-type: none"> ▪ worked for three or more employers in the past year (32.1% versus 17.9%) ▪ taken an unexcused absence from work in the past month (12.1% versus 6.1%)

**Williamson County Mental Health Task Force
Legislative Priorities**

Priority		Demonstration of Need	Products to Support Need	Cost	Return on Investment
			<ul style="list-style-type: none"> .5 Psychiatrist (cost to be shared with existing Crisis Respite Unit)---\$95,000/year (including benefits) 1 Counselor to provide Outpatient Intensive Group Services on the existing Crisis Respite Unit.---\$63,000/year (including benefits) 1 Qualified Mental Health Profession to provide ongoing assessments and case management for the clients served through this program--\$48,000/year (including benefits) Facility costs are included within the budget for the existing Crisis Respite Unit as this facility was designed to support outpatient services. <p>The services delivered in this outpatient program include psychiatric evaluation, medication monitoring, counseling and ongoing assessment with case management. The length of service is 60-90 days, whereby the client will participate in group and individual services 2-3 times/week for approximately 1-1.5 hours/session. Approximately 500 persons may be served annually. The total program cost</p>		<ul style="list-style-type: none"> voluntarily left an employer in the past year (25.8 % versus 13.6%) been fired by an employer in the past year (4.6% versus 1.4%) <p>Similar results were reported for employees who were heavy alcohol users.</p> <p>According to results of a National Institute on Drug Abuse (NIDA) sponsored survey:</p> <ul style="list-style-type: none"> drug-using employees are 2.2 times more likely to request early dismissal or time off 2.5 times more likely to have absences of eight days or more three times more likely to be late for work 3.6 times more likely to be involved in a workplace accident five times more likely to file a workers' compensation claim. <p>Alcoholism causes 500 million lost workdays each year.</p>

Williamson County Mental Health Task Force

Legislative Priorities

Priority		Demonstration of Need	Products to Support Need	Cost	Return on Investment
			per person is approximately \$412/person served.		
3	Support: DSHS exceptional item of \$2.7 M supporting stipends for psychiatric residency training programs.	<p>Psychiatric residency programs supporting Williamson County are crucial to the training, recruitment and retention of professionals necessary in the delivery of behavioral health care in this underserved area.</p> <p>Currently, Texas ranks 38th in the nation in professionals per 100,000 population with 7.9 psychiatrists. Today, in Williamson County, we have 2.2 psychiatrists per 100,000 population.</p> <p>Compounding factors demonstrating supply is not keeping pace with demand for medical professionals include:</p> <ul style="list-style-type: none"> ▪ Texas ranks 2nd in population in the nation. ▪ During the last six years, Williamson County experienced a growth rate of approximately 41%. ▪ The average age of Texas physicians is 48.4—and 8.8% physicians are 65 years of age or older. 	<p>Psychiatric Residency Program supporting licensed professionals necessary to:</p> <ul style="list-style-type: none"> ▪ provide services under the state Resiliency and Disease Management Model and ▪ comply with the clinical service guidelines supported by funding through Medicaid, Medicare and private insurance carriers. 	Not requesting specific funding---only indicating support based on the identified need and cost savings.	<p>Texas is unable to provide training to sufficient numbers of medical students in order to keep up with the demand of the growing population. The Texas Medical Association states that physicians completing both medical and graduate medical education in Texas are almost 3 times more likely to practice in Texas—in an area closest to their graduate medical program.</p> <p>Teaching hospitals have substantial economic impact on local and state economies, averaging a boost to the local economy where, for every dollar spent, \$1.30 is generated.</p> <p>Trained residents overseen by a Medical Director provides a great cost savings in the provision of psychiatric services. A typical stipend for a third-year resident providing psychiatric evaluations is approximately 65% of the cost of a licensed psychiatrist.</p>

Williamson County Mental Health Task Force Legislative Priorities

Priority		Demonstration of Need	Products to Support Need	Cost	Return on Investment
		<ul style="list-style-type: none"> During 2007, Texas graduated only 1,260 medical students—which is less than 2.5 times the number of physicians eligible to retire. 			
4	<p>Support: DSHS exceptional item to fund services for returning veterans and their families.</p>	<p>During 2009, it is expected that the State of Texas will receive ____ returning veterans. It is anticipated Williamson County will be experiencing the return of ____ veterans.</p> <p>The 2008 RAND Survey estimates 300,000 Operation Iraqi Freedom (OIF) and Operation Enduring Freedom (OEF) veterans with post traumatic stress disorder (PTSD) and/or major depression. Multiple tours and prolonged deployments increase the risk of combat stress by 50%.</p> <p>The 2008 RAND Survey estimates 320,000 OIF and OEF Veterans with Traumatic Brain Injury (TBI).</p> <p>Data from the Texas Veterans Commission indicates that</p>	<p>Counseling Services: Demonstrated success in provision of counseling services enabling a cost-effective contractual partnership with the VA to provide services through:</p> <ul style="list-style-type: none"> Individual Counseling Family Counseling <p>Education: Regarding available services:</p> <ul style="list-style-type: none"> The stigma associated with mental illness prevents more military service members from seeking care. Many military families have insufficient information regarding MH treatment options. According to a 2008 APA Harris survey, 59% of military service members and 66% of military spouses reported having insufficient information. 	Not requesting specific funding---only indicating support based on the identified need and cost savings.	<p>Additional risks noted are alcohol abuse, substance addiction, domestic violence, job loss, family dissolution, homelessness, incarceration and suicide.</p> <p>Through contractual relationships, community MHMR centers serving each of the 254 counties in Texas are able to provide, local access to counseling services through the veterans' community based outpatient clinics (CBOCs).</p>

**Williamson County Mental Health Task Force
Legislative Priorities**

Priority		Demonstration of Need	Products to Support Need	Cost	Return on Investment
		<p>approximately 10% of eligible OIF/OEF veterans have enrolled with the Veterans Health Administration (VHA).</p> <p>The 2008 APA Harris Interactive Survey indicates only 10% of the returning Veterans have sought treatment despite substantial behavioral health issues including suicidal thoughts.</p>			
5	<p>Support: TDCJ exceptional item for \$12 M to expand TCOOMMI Services for mentally ill offenders and created 4 mental health courts.</p> <p><i>Consider if John Bradley would like this item added to the Williamson County Priority List.</i></p>				

Williamson County Mental Health Task Force
Legislative Priorities

Priority		Amount of Ask to Support State of Texas	Product	Cost to Support Williamson County	Demonstrated Annual Return on Investment in Williamson County
1	Promote DSHS exceptional item and/or continuation of funding for mental health crisis services.	\$109.4 M	Crisis Hotline	\$27,000	\$37,560
			Mobile Crisis Outreach Team	\$125,000	\$295,280
			Crisis Respite Unit	\$474,450	\$481,100
2	Promote DSHS exceptional item to expand community MH services	\$88 M	Intensive Outpatient Services including psychiatric evaluations, medication management, counseling, assessments and case management services	\$206,000	
3	Support DSHS exceptional item supporting stipends for psychiatric residency training programs	\$2.7 M	Stipends for psychiatric residency training program to support cost-effective crisis respite and intensive outpatient services	\$50,000	
4	Support DSHS exceptional item to fund services for returning veterans and their families.		Counseling, case management and education services for returning veterans and their families		
5	Support TDCJ exceptional item for \$12 M to expand TCOOMMI Services for mentally ill offenders and created 4 mental health courts.	\$12 M	Establishment of local mental health (and drug?) court.		

Williamson County Mental Health Task Force's Mental Health Requests

1. Continuation of Crisis Redesign Funding

We respectfully request that the funding initiated during the 80th Legislative Session be continued. With this funding we have been able to support and/or improve and expand the following services.

***24-Hour Crisis Hotline (\$27,000)** - With expanded hours, the Crisis Hotline triaged 11,725 calls in 2008 with qualified mental health professionals, and deployed services to 1,847 residents of Williamson County. Calls are received by a professional who can assess the situation and deploy the appropriate crisis services when needed, thereby allowing a cost savings of \$37,560 from the previous year. This is a 39% increase in calls and 168% increase in crisis services provided from the previous year.

***Expanded Mobile Crisis Outreach Team (MOT) (\$125,000)** - The County's existing and successful MOT was able to add a Masters Level Counselor and administrative position hours which increased the capacity of the team by 700 hours of crisis services per year. 1,227 individuals received crisis services that are maintained 24 hours a day, 7 days a week. The expansion has allowed Williamson County residents in crisis to receive face-to-face help within 1 hour of a Hotline call. The MOT works in tandem with the Williamson County Sheriff's Crisis Intervention Team to link individuals in crisis with appropriate services which prevents escalation or interaction with the justice system or first responders, allowing an annual savings of **\$2,169,100. For every \$1 spent, approximately \$2 is saved in diversions from state hospitals, emergency rooms and jail.** Prior to the creation of the MOT the *State Hospital bed utilization rate for Williamson County was 112% and is now dropped to 68%.*

***Public Service Announcement Campaign (No additional funding needed)** - A PSA has been filmed and continues to air on television informing Williamson County residents of the services that are available. The "There's Hope and Help" campaign contributed to the increase in Hotline calls. Additional PSA's and media outreach is upcoming.

***Crisis Respite Center Services (\$474,450)** - Through a collaborative effort by Williamson County, Bluebonnet Trails MHMR, Georgetown Healthcare Foundation, Seton Williamson, Scott & White, St. David's Georgetown and Round Rock, and Cedar Park Regional Medical Center Hospitals, we were selected through a competitive bid process to receive funding for a 10-bed crisis respite center. The respite center has diverted an average of 26 persons/month from local emergency rooms which is expected to result in an approximate annual savings of \$325,100. In addition, 8 diversions from the State Hospital system have occurred per month, resulting in an annual savings of \$89,300. *The total annual savings is estimated at \$414,400.*

2. Support Expanded Community Based Outpatient Services (\$206,000)

With available competitive funding, Williamson County would like to fill a gap in service for the following areas:

*Expand outpatient services for individuals discharged from inpatient treatment. Currently only 39% of individuals receive outpatient services which increases recidivism through the mental health systems.

*Provide outpatient services for individuals suffering from a dual diagnosis of mental illness and substance addictions. It has been identified that 56% of individuals in inpatient treatment have a dual diagnosis. Continued funding of programs such as Outreach Screening Assessment and Referral (OSAR) will help provide treatment opportunities for adults and children with addictions.

3. Support Psychiatric Residency Training Programs (\$50,000)

Williamson County has a shortage of mental health professionals with only 2.2 psychiatrists per 100,000 population. A psychiatric residency program would help meet a critical need and expand available services which are supported through Medicaid, Medicare and private insurance. In addition to filling a vital gap, this would provide a substantial economic impact, up to \$1.30 return for every \$1.00 invested.

4. Support Services for Returning Veterans and their Families

Williamson County has seen a significant increase in veterans returning from multiple deployments that are in need of mental health services. Funding support for local access to counseling services through veterans' community based outpatient clinics (CBOCs) can help reduce the risks of alcohol abuse, substance abuse addiction, domestic violence, job loss, family dissolution, homelessness, incarceration and suicide.

5. Changes Affecting the Justice System

Portions of the Health and Safety Code is outdated with chapters that contradict each other. Recodification of State laws is necessary to bring them into agreement and make them more understandable.

Prosecutors would be more willing to participate in jail diversion programs if there were more options available for diversion that did not jeopardize public safety. Partnerships with private and non-profit entities to increase the number of group homes where individuals on probation can receive long-term residential care and monitoring of medication compliance would be beneficial. Also, continued funding for Texas Correctional Office on Offenders with Medical and Mental Impairments (TCOOMMI) to assist adults and children with treatment and reentry into the community from the criminal justice systems discourages recidivism.

The State of Texas should support "Duty to Accept" legislation to remove mentally ill individuals from county jails and place them into the state mental health system within a fourteen (14) day period to receive appropriate mental health treatment.

6. Conclusion

We believe that partnerships with the State, local government, Mental Health Authorities, private sector, and non-profits are vital in addressing the mental health needs of Texans, and in doing so duplication of valuable resources can be avoided.

Williamson County's "Duty to Accept" Proposed Legislation Summary

Throughout the State of Texas, judges regularly order the state mental health hospital system to accept mentally ill individuals for treatment. Unfortunately, substantial time passes before these orders are followed by the State of Texas. That delay creates significant costs to county systems, damages the already fragile mental health of individuals and creates the likelihood of expensive litigation over the unconstitutional treatment afforded those individuals.

The time has come for the State of Texas to specify in law the duty to accept mentally ill patients into the state mental hospital system in a timely manner. By publicly detailing that duty, the State of Texas will improve the mental health of our most fragile citizens, strengthen the mental health partnership between the state and counties and avoid costly litigation.

According to many studies, between 16 and 20 percent of persons admitted to county jails have a mental illness. For example, 18.75% of inmates at the Williamson County Jail are currently on expensive psychotropic medications. In addition, counties shoulder the cost of additional manpower needed to supervise suicidal inmates. Even more significantly, these mentally ill individuals often suffer further mental deterioration while waiting for court-ordered mental health treatment. These delays in court-ordered treatment for mental illness impair justice for victims, jeopardize the health of the defendant, and are likely due process violations.

But there is a reasonable solution.

In 1991, the Texas Legislature faced a similar issue in regard to the duty to accept state inmates. Facing lawsuits from counties who were holding convicted felons in county jails, the Legislature passed sections 499.121-126, Government Code, acknowledging the State had a duty to transfer paper-ready inmates into a state prison within 45 days or pay the county for the cost of holding the inmate. The State of Texas should take a similar approach to resolving the mental health crisis facing counties.

The "Duty to Accept" should extend to all defendants that are being held in a county jail and have been (1) civilly committed, (2) declared incompetent to stand trial, or (3) found guilty by reason of insanity. The State should accept these mentally ill individuals into the State Hospital System within fourteen (14) days to avoid substantial deterioration and cost that occurs in county jails when proper mental health treatment is not available. If the time in a county jail exceeds fourteen days, the State should pay counties \$150 per day to cover the extra costs as outlined above.

Only by adopting such a "Duty to Accept" will the state mental health system begin to transfer individuals in a timely manner from county jails. Only by defining the duty will the state mental hospitals maintain the number of beds necessary to accommodate these individuals. And only by publicly accepting the responsibility for these mentally ill individuals will the State make true progress in treating and healing the mentally ill.

CAPCOG Community Plan
Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Cynthia Long
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on the Williamson County Community Plan for Capital Area Council of Governments.

Background

The Texas Administrative Code requires that counties/communities prepare and submit a community plan to the local council of governments. Applicants seeking funding through the Governor's office must participate in this process or at least submit an application that addresses the priorities listed in the community plan. The Capital Area Council of Governments (CAPCOG) uses the community plan to prioritize funding applications. Local organizations and non-profits have been meeting to update the Williamson County Community Plan, and to provide the required substantiating data.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [CAPCOG Community Plan](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 02/11/2009 05:20 PM
Final Approval Date: 02/12/2009

2009 AND 2010 COMMUNITY PLAN FOR THE COORDINATION OF CRIMINAL JUSTICE AND RELATED ACTIVITIES SUBMISSION FORM

Submitting County(s) Williamson County

Areas Represented:

Incorporated Communities (includes cities): Georgetown, Round Rock, Hutto, Taylor, Cedar Park, Leander, Liberty Hill, Thrall, Weir, Jarrell, Granger, Bartlett, Thrall

Unincorporated Communities: All other areas not within the above city limits

School Districts: Georgetown ISD, Leander ISD, Liberty Hill ISD, Taylor ISD, Jarrell ISD, Granger ISD, Round Rock ISD, Thrall ISD, Bartlett ISD, and multiple private and parochial schools

Date(s) of Community Planning Meetings: December 18, 2008 and February 6, 2009

Please check-off each of the following required attachments:

- ☒ Community Planning Leadership Team Form
- ☒ List of Community Planning Participants (including agency name; agency address, phone number, and fax number)
- ☒ Copies of Community Planning Meeting Sign-in Sheets
- ☐ Copies of Community Planning Meeting Minutes, if applicable
- ☐ Survey Results, if applicable
- ☒ Identified Funding Priorities Matrix

Date Community Plan was presented to Commissioners Court: _____

Name of Authoring Official/Entity: _____

Signature of Authorized Official: _____

Date Received by CAPCOG:

Community Planning Leadership Team Form

Effective community planning requires gathering information through focus groups for the purpose of narrowing the scope of research and data that are incorporated into the Plan. Please list the names of participating members below.

Community Planning Members:

<i>Name</i>	<i>Agency</i>	<i>Address</i>	<i>Email</i>	<i>Phone/Fax</i>
Kathy Grimes	Commissioners Court	350 Discovery Boulevard, Suite 201, Cedar Park, 78613	kgrimes@wilco.org	260-4280 /260-4284
Shelly James	Sheriff's Office/Victims Assistance	508 Rock Street, Georgetown, 78626	sjames@wilco.org	943-1373/
Leo Dela Garza	Bluebonnet Trails MHMR	1009 N. Georgetown Street, Round Rock	leo.delagarza@bluebonnetmhmr.org	244-8259/
Brenda Staples	Williamson County Children's Advocacy Center	1811 S. E. Inner Loop, Georgetown, 78626	Director@wilcoCAC.org	(512) 943-3701/868-3970
LeAnn Powers	United Way of Williamson County	1111 North IH-35, Suite 220, Round Rock, 78664	leann@unitedway-wc.org	255-6799/238-9822
Bebe Johnson	Life Steps/Coalition on Underage Drinking	311 South Main Street, Georgetown, 78626	bebej@lifestepsCouncil.org	819-4200/930-5351
Willa Rosen	Round Rock ISD	3111 Round Rock Avenue, Round Rock, 78681	willa_rosen@roundrockisd.org	464-5466/
Marty Griffith	Community Supervision & Correction Department	301 S. E. Inner Loop, Georgetown, 78626	mgriffith@adultprobation.net	943-3502/930-6072
Cynthia Guerrero	Williamson County & Cities Health District	211 Commerce Cove, Round Rock, 78664	cguerrero@wcchd.org	248-3252/
Anita Martinez	Williamson County & Cities Health District	100 3rd Street, Georgetown, 78626	amartinez@wcchd.org	943-3607/
Patty Conner	Crisis Center (dba Hope Alliance)	1011 Gattis School Road, Suite 106, Round Rock, 78664	patty.conner@hopealliancetxt.org	255-1212/255-7331
Becky Harris	Crisis Center (dba Hope	1011 Gattis School Road,	beckyhwwcc@yahoo.com	255-1212/255-7331

[illegible]

[illegible]

Review of Accomplishments From Former Community Plan

(This chart is provided for communities who wish to track their progress. It is not a required form)

	PRIORITIES	IMPLEMENTED INITIATIVE(S)	OUTCOME(S)
CRIMINAL JUSTICE			
Priority #1			
Priority #2			
Priority #3			
Priority #4			
Priority #5			
JUVENILE JUSTICE			
Priority #1			
Priority #2			
Priority #3			
Priority #4			
Priority #5			
VICTIM SERVICES			
Priority #1			
Priority #2			
Priority #3			
Priority #4			
Priority #5			
OTHER			
Priority #1			
Priority #2			
Priority #3			
Priority #4			
Priority #5			

Community Overview

In the space below write a description of the County(s):

Williamson County is a central Texas county, just north of Travis County which contains the state capitol of Austin. The City of Georgetown lies along the IH-35 corridor and is the county seat. Physically, the eastern part of the county is level black land soil and the western part is rolling limestone hills, all drained by the San Gabriel River and tributaries. The county was organized in 1848 and named for Robert M. Williamson, pioneer leader and veteran of the Battle of San Jacinto. The county has a lively history including Comanche's, outlaws, Texas Rangers, the Chisholm Trail, cowboys, and sturdy pioneers. Today the county is a center for agribusiness, education and high-tech industry. The county hosts five major hospitals and four universities, including Southwestern University, Texas State University, Concordia University, and the Texas A & M Health Science Center College of Medicine in Round Rock.

Williamson County has 2,856 acres of parkland to handle the varied recreational interests of its citizens, including a substantial amount of miles of hike and bike trails. There are approximately 70 tennis courts, 69 soccer fields, 57 baseball fields, 64 softball fields, 20 football fields, 20 basketball courts, and 20 volleyball courts.. In addition, there are numerous golf courses, city recreation centers and YMCA's to encourage healthy lifestyles.

The county covers 1,135 square miles and is one of the fastest growing counties in the nation. The 2000 U. S. Census showed that the county population was 249,967 which reflected a 79% growth during the previous decade. In the 2000 census, the US Census Bureau reported numbers were comprised of 86,893 households, and 67,512 families in the county, with a population density of 220 people per square mile. The total housing units in Williamson County in 2000 was 90,325, with an average density of 79.5 per square mile. There are 50,796 households with one or more people under 18 years and 18,550 households with one or more people 65 years and over. The phenomenal growth continues as the estimated population in 2007 was 359,979, or 220,428 more residents having moved into the county since the 1990 census. The cities that comprise the population are Bartlett, Cedar Park, Florence, Georgetown, Granger, Hutto, Jarrell, Leander, Liberty Hill, Round Rock, Taylor Thrall and Weir. Round Rock is the largest city in the county with 95,992 population estimated in 2007.

Williamson County has a large group of working age adults (218,420) from 20-64 year of age, with the largest group being the 25-54 year old group. In 2006 the median age in the county was 33.6 years. The US Bureau of Census estimates that the ethnicity of the county in 2007 was comprised of 79.3% White Alone, 21.5% Hispanic Origin, 5.4% Black Alone, 0.5% American Indian Alone, 3.3% Asian or Pacific Islander Alone, 9.1% Some Other Race Alone, and 2.5% Two or More Races.

In 2006, 90.6% of Williamson County residents had attained a high school diploma or higher education level, with 37.1% having earned a bachelor's degree or higher. Occupations in the county include management, professional, and related (74,001); sales and office (50,452); service (22,993); construction, extraction, maintenance and repair (16,686); production, transportation and material moving (14,573); and farming, fishing, and forestry (70). The Texas Workforce Commission in 2007 estimated 5,919 firms in the county, with the majority being in professional/business services (1,219) and trade, transportation and utilities (1,181). Of the labor force of 193,072, there were 185,884 employed, with an unemployment rate of 3.7% (Dec. 2007). The per capita income in the

county is \$31,933 and the average wage per job is \$40,782. The median household income from the US Census Bureau in 2006 was \$62,494.

Identified Funding Priorities Matrix

	PRIORITIES	SUBSTANTIATING DATA
Law Enforcement, Prosecution, Court and Training Programs Targeting Victims of Domestic Violence, Sexual Assault, and Stalking Program:		
Priority #1	Court services/improvements (including specialized courts except drug courts)	<p>Goals of pre-trial services are to maintain and improve professional liaisons with other law enforcement and social service agencies and to provide effective programs and sentencing alternatives to minimize the cost of the criminal justice system without increasing the risk to the community. State funding for the Pre-Trial Services and the Electronic Monitoring Program was eliminated. Program costs have been absorbed by the department in order to continue these programs.</p> <p>While Williamson County had an active Court Watch program, it has recently ended its efforts such that there is not a tool for monitoring the performance of the court system on an ongoing basis. Prior to ending its ongoing monitoring, the Court Watch group published a report of its experiences and observations which included comments related to possible improvements,</p> <p>investigations and training..</p>
Priority #2	Investigation	<p>The Williamson County Sheriff's office has one staff person providing computer analysis despite the increase in computer-related crimes.</p> <p>Having identified need for additional training by law enforcement and advocate organizations, the Williamson County Children's Advocacy Center (WCCAC) is hosting the 2nd annual Central Texas</p>

		<p>Crimes Against Children Conference on April 9, 2009 at the Baca Center.</p> <p>Domestic violence incidents continue to be one of the most dangerous calls for law enforcement. Based upon the complex nature of this crime, it requires specialized training for proper investigation. These crimes are best handled by a specialized Domestic Crimes Unit with the goals of the unit being to decrease the chances of repeat victimization and, if future incidences occur, reduce the number and severity of harm perpetrated (Friday, Lord, Hartman, 2006).</p> <p>The Domestic Violence Unit significantly impacts whether suspects have new domestic violence incidents as reported to the police. Despite being a greater risk for recidivism because of the seriousness of the initial incident and prior domestic violence charges, Domestic Violence Unit suspects have lower offending prevalence in the future- 29% versus 37%. Suspects processed through the Domestic Violence Unit have fewer future incidents than suspects processed through regular patrol procedures (Friday, Lord, Hartman, 2006).</p> <p>Despite their proven effectiveness, currently, these specialized units are almost nonexistent in Williamson County.</p> <p>While Williamson County had an active Court Watch program, the effort has recently dwindled such that there is not a tool for monitoring the performance of the court system on an ongoing basis. Prior to ending its ongoing monitoring, the Court Watch group published a report of its experiences and observations which included comments on investigation, follow-up and training.</p>
Priority #3	Training and Technology	Law enforcement officers encounter technology in

		<p>every type of case. Technology usually presents itself in law enforcement cases in one of two ways. The first way it presents itself is when a computer or technical devices used to commit a crime. In these cases, the computer or device is an instrumentality of the crime as well as a possible storage location for evidence. Examples include online child exploitation, identity theft, online auction fraud, threats/harassment, and theft of intellectual property. The second way technology presents in criminal cases is when evidence in a case that is not a hi-tech offense, must be collected and analyzed. Examples include homicide cases where suspects exchange emails about a case, theft cases where stolen items are sold online, or robbery cases where the suspects use technology to plan and coordinate a heist. Local law enforcement are currently receiving limited ongoing training related to cyber crimes despite its increase and have identified the following training needs: Forensics; Online Solicitation of Minors; Computer Crimes; and Cell-Phone Tracking.</p> <p>Specialized training and resources help judges "ensure that their own staff treat victims fairly and compassionately to help victims regain control over their lives, and to hold violators accountable (National Task Force to End Sexual and Domestic Violence Against Women paper on NAWA, 2005). Currently, this training is not provided in Williamson County in a structured, scheduled and ongoing fashion.</p> <p>The local family violence and sexual assault center, The Williamson County Crisis Center (WCCC) has historically provided training to law enforcement officers on topics related to domestic violence and sexual assault. With the change in priorities of this funding source, the agency will no longer be able to provide this critical training in a formal way because it was being provided by a victim advocate. The only other formal training offered on topics related to family</p>
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		<p>violence is the Sexual Assault and Family Violence Investigators Course offered once a year.</p> <p>In order to maintain certification, a Sexual Assault Nurse Examiner (SANE) must complete the following requirements for re-certification: 1) complete 6 hours of continuing education regarding adult sexual assault survivors; 2) complete 6 hours of continuing education regarding pediatric sexual assault survivors; 3) complete 8 hours of pediatric sexual assault case/slide peer review that includes discussion of individual pediatric sexual assault cases and slides taken at the time of examination; 4) conduct eight adult sexual assault examinations using medical/forensic kit; and 5) complete ten pediatric sexual assault examinations.</p>
Priority #4	Legal Advocacy	<p>The law enforcement system often depends on the voluntary participation of crime victims in order to investigate and prosecute criminals successfully. (Elias, 1986).</p> <p>The willingness of victims to come forward is vital to successful prosecution of criminals. Without assistance maneuvering through the legal system, more crime effectively will go unpunished, as the criminal justice system is "absolutely dependent upon victim cooperation" (Kennard, 1992).</p> <p>Victims who contact rape crisis centers or domestic violence shelters are often in need of immediate legal assistance or advice. The local center in Williamson County (WCCC) has been able to establish legal assistance with only one properly trained legal organization. This organization is only able to serve 20% of its' clients needs.</p>
Priority #5	Protective order assistance	<p>In spite of the effective relationship between law enforcement and victim services in Williamson County,</p>

		<p>there is still need to improve the enforcement of protection orders especially in cross jurisdictional situations.</p> <p>The Williamson County magistrate issued 571 emergency protective orders in 2008 which is slightly down from 601 in 2007. The county attorney issued only 33 protective orders in 2008. This is despite the fact the number of incidences of family violence have increased.</p> <p>There is not a shared policy on the eligibility requirements for protective orders. Clients referred by the local family violence program are often discouraged by the county attorney's office from applying for protective orders despite the fact that the victim advocate has determined there is a high degree of lethality.</p> <p>There are 13 law enforcement agencies in Williamson County. Of these 13 agencies, only 4 have victim service assistants or coordinators. All of the other law enforcement agencies rely on the WCCC advocates to provide the liaison work between victims of domestic violence, dating violence, sexual assault and stalking. Even the agencies with a victim service coordinator rely heavily upon the WCCC advocates to provide assistance in these areas because employee's work load can be monopolized by other victim type cases.</p>
General Victims Assistance – Direct Services		
Priority #1	Crisis services	<p>During 2008, the local family and sexual violence program (Williamson County Crisis Center) provided crisis assistance to 4,460 survivors of these crimes and accompanied more than 30 sexual assault victims to the hospital. The number of survivors requesting assistance via the agency's 24-hour hotline has increased 46%</p>

		<p>(HHSC, 2008).</p> <p>Six out of ten cities in the county reported increased incidences of domestic and sexual violence (CAPCOG, Statistical Overview of Criminal Justice Related Activities, FY2009).</p> <p>Six hundred Forty Seven (647) children were provided forensic interviews through the Williamson County Children's Advocacy Center, an 84% increase since 2005 (WCCAC, 2008).</p>
Priority #2	Shelter	<p>Victims typically have three immediate needs after experiencing the crime: 1) the need to be and feel safe, 2) the need to express their emotions; and 3) the need to know "what comes next" (US Department of Justice, First Response to Victims of Crime: A Guidebook for Law Enforcement Officers, April 2008).</p> <p>There is only one agency in Williamson County providing comprehensive services to victims of family and sexual violence. The Williamson County Crisis Center (WCCC) has documented a 29% increase in the number of family and sexual violence victims that were provided shelter over the last 12 months and for the last 22 months has had to find alternative refuge for 10-15 families every month. During 2008, WCCC provided 9,725 nights of safety to 441 women and children(HHSC, 2008).</p> <p>Of the 10 cities in Williamson County that reported, six indicated significant increases in the number of family violence incidences reported to law enforcement in 2006 when compared to previous years (Williamson County Statistical Overview of Criminal Justice Related Activities, CAPCOG, 2008).</p>

		<p>These increases can be, in part, explained by the fact that Williamson County remains one of the fastest growing counties in the United States (sixteenth) and includes 4 of the fastest growing cities in Texas (CAPCOG). Hutto has experienced a 665% increase in population between 2000 and 2006. Cedar Park, Georgetown and Round Rock are also among the 25 fastest growing Texas cities (US Census Bureau).</p> <p>It should be noted that although the number of family violence incidences reported to law enforcement has increased, "family violence and sexual assault continue to be very underreported crimes" (Williamson County Statistical Overview of Criminal Justice Related Activities, CAPCOG, 2008).</p>
Priority #3	Multi-disciplinary teams and case coordination	<p>Collaboration between the courts, attorneys, law enforcement and victim service providers improves court responses to domestic violence (National Task Force to End Sexual and Domestic Violence Against Women Paper, NAWA, 2005).</p> <p>The Williamson County Crisis Center (WCCC) facilitates the county's Sexual Assault Response Team (SART) which is made up of representatives from law enforcement, hospitals, victim services, county attorney's office, courts, the Children's Advocacy Center, CPS and APS. The number of cases coordinated by the SART has increased from an average of 2 per week to an average of 3 per week (Office of Attorney General, 2008). In 2008, more than 54 sexual assault exams were provided to child and adult victims of sexual assault in Williamson County (V. Barefoot, SANE).</p> <p>The SART members are currently exploring the possibility of creating an equivalent team for family violence cases, currently there is only informal</p>

		<p>collaboration.</p> <p>The Child Protection Team (CPT) is comprised of all of the entities that investigate and provide intervention for child abuse victims and their families in Williamson County. These entities include Child Protective Services, law enforcement, Williamson County Children's Advocacy Center staff, victims' advocates, and prosecution. In 2008, 200 cases were reviewed during 15 CPT meetings. (WCCAC, 2008)</p> <p>The Drug Endangered Children Team (DEC), consisting of Child Protective Services, law enforcement, prosecution, and the WCCAC, works in collaboration to investigate criminal cases involving children exposed to the manufacture and sale of illegal drugs. In 2008, the DEC team responded to two calls , and 18 children were interviewed at the WCCAC for DEC involvement. (WCCAC, 2008)</p>
Priority #4	Professional therapy and counseling	<p>Victims of domestic violence have higher rates of major depression, Post Traumatic Stress Disorder (PTSD), and drug and alcohol problems than non-victims (Schechter, "Expanding Solutions for Domestic Violence and Poverty", 2000).</p> <p>According to a recent study of intimate partner violence, victims often develop psychiatric disorders - 68.2% suffered from major depressive disorders and 50% suffered from PTSD (Journal of Affective Disorders, Volume 66, Issue 2-3, Pages 133-138, M. Stein).</p> <p>The National Institute of Health Co-Morbidity Study found that 12.2% of men and 26.5% of women who were molested developed PTSD (Kilpatrick, Dean and Acierno, Journal of Traumatic Stress, 2003).</p> <p>The following studies have found the following mental</p>

		<p>health problems as a result of criminal victimization:</p> <ul style="list-style-type: none"> -Thoughts of suicide (Kilpatrick, et al. 1992) -Attempting suicide (Kilpatrick, et al. 1985) -Developing alcohol or other drug abuse problems (Cottler et al. 1992) -Anxiety disorders such as panic disorder, agoraphobia, obsessive compulsive disorder (Saunders, 1992). <p>The state and local Mental Health Mental Retardation (MHMR) system provides priority services to persons primarily diagnosed with schizophrenia, bipolar disorder and major depression, thus making many crime victims ineligible for available counseling services (Bluebonnet Trails MHMR, 2009).</p> <p>During 2008, Williamson County Crisis Center provided counseling to 1,367 survivors and had a wait list of more than 30 individuals throughout the year. (HHSC, 2008)</p> <p>The Williamson County Children's Advocacy Center provided 725 hours of counseling to 45 child victims of abuse with in 2008. The agency typically has a waiting list of 20 clients throughout the year (WCCAC, 2008).</p>
Priority #5	Peer support groups	<p>Peer support groups have long been recognized as an effective way to assist participants dealing with the after-effects of trauma. Peer support groups are empowering and provide participants with:</p> <ul style="list-style-type: none"> -A way to break down barriers of isolation; -A safe, confidential atmosphere for women or teens to express what is happening in their lives without having to fear the negative consequences of those revelations; -A naturally empathetic space, free from criticism and

		<p>prejudice, which facilitates reflection and introspection. The non-judgmental atmosphere of the group diminishes feelings of guilt, as well as defensive reactions such as justification. Women and teens are free to understand themselves better, identify their feelings, rescue their values and reconstruct their own identities.</p> <p>-A way of socializing participants' experiences through identification with other women. Peer support strengthens positive female role models, provides a sense of identity as women, and offers a space for identifying and transforming traditional roles and values.</p> <p>-A place where participants are able to work towards personal growth and change, but where individual choices and rhythms are respected.</p> <p>Williamson County Crisis Center facilitated 2,606.7 support group hours (386 sessions) for 306 family and sexual assault survivors. This included support group services for 20 parents of children who had been sexually assaulted, a fraction of the parents who were eligible for such services, based on the number of children who completed forensic interviews at the children's advocacy center. An additional 50 survivors were on a wait list for support group services. (HHSC, 2008)</p>
Juvenile Justice Delinquency Prevention (JJDP)		
Priority #1	Aftercare/Reentry	<p>A comprehensive system of reentry and aftercare services makes a critical difference for youth leaving institutional confinement (US Department of Justice, Statistical Briefing).</p> <p>Youth who are released from institutional confinement are more likely to succeed if they have access to services that can help them thrive in a noninstitutional</p>

		<p>environment. When high-quality reentry and aftercare services are available, youth need to spend less time in confinement, and the overall cost of juvenile corrections can be reduced (US Department of Justice, Statistical Briefing)..</p> <p>Effective reentry/aftercare programs begin before a youth leaves a facility and involve the family and the community. Developing and testing new models of juvenile reentry/aftercare services is a major focus of the Office of Juvenile Justice Delinquency Prevention (OJJDP).</p> <p>The total number of juveniles referred to probation in Williamson County increased 12% from 2003 to 2005 (CAPCOG, 2008).</p> <p>36% of the youth referred to the Texas Youth Commission were chemically dependent and 38% had serious mental health problems. (CAPCOG, 2008)</p>
Priority #2	Mental Health Services	<p>Williamson County has no public transportation</p> <p>system and many of our mental health consumers</p> <p>live in rural areas. Other consumers suffer from</p>

		<p>mental health disorders that make social gatherings</p> <p>or meetings difficult and some consumers and family</p> <p>members are unable to attend support groups due to</p> <p>scheduling conflicts. Web-based support serves all</p> <p>of these groups by bringing the support to the</p> <p>person instead of the person having to travel outside</p> <p>the home for support. A survey of teens and young</p> <p>adults (age 13-30) show the web is their primary</p>
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		<p>source of information and assistance(Office of the Attorney General, 2008). The WCCC staffs the only local web based sexual assault hotline. (Rape & Incest National Network, 2008)</p> <p>Researchers estimate between 10% and 20% of American children are exposed to adult domestic violence every year (CAPCOG, 2008). A wide range of</p>
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		<p>studies indicate that, on average, children who</p> <p>experience domestic violence exhibit higher levels of</p> <p>childhood behavior, social, and emotional problems</p> <p>than children who have not witnessed such violence.</p> <p>(United States Department of Justice – Office of</p> <p>Violence against Women).</p> <p>36% of the youth referred to the Texas Youth</p>
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		<p>Commission were chemically dependent and 38%</p> <p>had serious mental health problems. 72% of these</p> <p>youth came from chaotic environments (CAPCOG, 2008)</p>
Priority #3	Mentoring	<p>2300 youth in Williamson County participated in drug prevention education, counseling and/or intervention programs. (United Way, 2009)</p> <p>72% of the youth referred to the Texas Youth Commission came from chaotic environments. 79% had parents who were never married or who divorced or separated (CAPCOG, 2008).</p> <p>Mentors offer students ongoing guidance, helping students improve self-esteem, improve academically, and understand the relevance of their school work to their daily lives and explore opportunities for the future. At any time, Big Brothers Big Sisters has a waiting list of 250 children to be matched. Girls can wait several months for a mentor. Because of the shortage of male volunteers, boys wait one to three years (Big Brothers Big Sisters of Central Texas, 2009).</p>
Priority #4	Substance Abuse	<p>Hutto High School students were suspended or sent to</p>

		<p>the district alternative education program for 643 total incidents from 8-15-2006 to 4-05-2007. Included in this total were 205 referrals for possession, use, or sale of controlled substances. 104 were referrals for possession, use or sale of alcoholic beverages. Hutto middle school students were suspended or sent to the district alternative education program for 289 total incidents from 8-15-2006 to 4-05-2007. Included in this total were 165 referrals for possession, use, or sales of controlled substances. (Hutto ISD, 2007)</p> <p>Taylor Independent School District students were suspended or sent to the district alternative education program 42 times for possession, sale or use of controlled substances during 2008. (Taylor ISD, 2008)</p> <p>In Taylor, students are self-reporting alcohol use at alarming rates. 13% of 4th graders report using at some point in their lifetimes; 20.4% of 4th, 5th and 6th graders report having used drugs during the school year; 71.5% of Taylor youth, grades 7-12, report having used alcohol. 17.6% of these same youth report having had 5 or more beers at a time (LifeSteps Coalition on Underage Drinking, 2008).</p> <p>According to 2006 Texas Student Survey (TSS) results, of the Williamson County elementary students who had been offered alcohol, a full 23% had “ever” tried alcohol, another 15% has used alcohol in the last year and 7% believed that alcohol was not dangerous or did not know if alcohol was dangerous.</p> <p>According to 2006 TSS results, more than 62% of Williamson County high school youth had used alcohol “ever”; and 42% used in the last year. 6.7% said they had driven drunk between 1-10 times.</p>
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		<p>According to 2007 results on adults' perspectives in Williamson Co., 45% report underage drinking as a "major" problem and 45% report underage drinking as a "moderate" problem.</p> <p>According to the 2004-2006 National Survey on Drug Use & Health Trends in Texas 2008, Region 7 (which includes Williamson Co.) has the lowest perception of great risk in drinking 5 or more drinks, once or twice a week. (binge drinking) (LifeSteps, 2008).</p>
Priority #5	School Programs	<p>A major new study reveals that students who participate in school-based programming, including counseling and mentoring, profit in multiple ways. Compared to students who do not experience these services in the school setting, they improve significantly with respect to:</p> <ul style="list-style-type: none"> -Social and emotional skills, -Attitudes about themselves, others, and school, -Social and classroom behavior, -Conduct problems such as classroom misbehavior and aggression, -Emotional distress such as stress and depression and, -Achievement test scores and school grades. <p>Moreover, these positive results do not come at the expense of performance in core academic skills, but rather enhance academic achievement (Collaboration for Academic, Social, & Emotional Learning Update, 2007)</p>
Safe and Drug Free Schools and Communities (SDFSC)		
Priority #1	<u>Substance Abuse Early Intervention and Prevention.</u> Programs or other initiatives designed to address the use and abuse of illegal and prescription and non-prescription drugs and the use of alcohol. Programs or	Hutto High School students were suspended or sent to the district alternative education program for 643 total incidents from 8-15-2006 to 4-05-2007. Included in this total were 205 referrals for possession, use, or sale of controlled substances. 104 were referrals for possession,

	<p>other initiatives include control, prevention, and treatment.</p>	<p>use or sale of alcoholic beverages. Hutto middle school students were suspended or sent to the district alternative education program for 289 total incidents from 8-15-2006 to 4-05-2007. Included in this total were 165 referrals for possession, use, or sales of controlled substances. (Hutto ISD, 2008)</p> <p>Taylor Independent School District students were suspended or sent to the District Alternative Education Program 42 times for possession, sale or use of controlled substances during 2008. (Taylor ISD, 2008)</p>
Priority #2	<p><u>Rural Access</u>. Programs or other initiatives designed to provide prevention, intervention, and treatment services located outside a metropolitan are.</p>	<p>In 2007, 108 children were referred to the Williamson County Crisis Center (WCCC) for counseling, with a consistent 8-12 week wait time. Of those 108 children, only 62 had face-to-face contact with a counselor. During 2008, the wait list was reduced by 50% because of services offered by a counselor funded by a Safe & Drug Free Schools grant. The counselor was able to provide services to children at school negating the lack of public transportation or parents' inability to transport children during the work day. (WCCC, 2008)</p> <p>The Williamson County community has been exploring the possibility of a centralized, one-stop shop approach to serving crime victims in a largely rural community without public transportation. At this time such a system is not in place.</p>
Priority #3	<p><u>Family Stability</u>. Programs or other initiatives designed to strengthen family support systems in an effort to positively impact the lives of youth and divert them from a path of serious, violent, and chronic delinquency.</p>	<p>Hutto High School students were suspended or sent to the district alternative education program for 643 total incidents from 8-15-2006 to 4-05-2007. 271 of these referrals were for fighting or violence against students. 63 referrals were for assault against a school employee, volunteer or other person. Hutto middle school students were suspended or sent to the district alternative education program for 289 total incidents from 8-15-2006 to 4-05-2007. Included in this total were 124 referrals were for violations of the student code of</p>

		<p>conduct. Hutto elementary school students were suspended or sent to the on campus district alternative education program for 75 total incidents from 8-15-2006 to 4-05-2007. All of the 75 incidents resulted from violations of the student code of conduct. In speaking with the school academic counselors, more than 50% of the above referrals involved a student who had a history of family violence, teen dating violence, or sexual assault or who was identified as "at risk" for the same. (Hutto Independent School District, 2008)</p> <p>During 2008, the local family violence shelter provided safety to more than 240 children and their mothers, all of whom are at risk for further victimization and/or perpetration of violence. (HHSC, 2008)</p>
Priority #4	<p>Training. Programs or other initiatives designed to offer specialized training for staff working directly with “at-risk” youth or juvenile offenders that can positively impact the quality of the services, staff turnover rates, and program stability.</p>	<p>97% of school personnel that participated in the training program provided by the local family violence program, with the Safe & Drug Free School funds, felt that they were better equipped to serve children and teen survivors of family and sexual violence in the classroom as a result of the training. These trainings are provided only in the Hutto and Taylor school districts. (WCCC, 2008)</p>
Priority #5	<p><u>Justice System Impact.</u> Programs or other initiatives designed to impact offender accountability and/or improve the practice, policies, or procedures within the juvenile justice system.</p>	<p>Williamson County has the second highest high school dropout rate and the 2nd highest juvenile crime rate in the 10 County Texas Region. (A profile of the Capital Area Community: Regional Summary 2006 and The Texas Kids Count Project, Austin, TX.)</p> <p>Youth who are released from the Texas Youth Commission (TYC) back to family residing in Williamson County are supervised by a Williamson County Juvenile Services via contract with the TYC. Current data on these TYC youth:</p> <ul style="list-style-type: none"> •Youth on parole supervision at the start of 2007: 33 •Youth successfully discharged from parole in 2007 18 •Youth unsuccessfully discharged from parole in 2007: 15

		<ul style="list-style-type: none"> •Youth returned to TYC for technical parole violations: 12 •Youth returned to TYC for new offense(s) committed: 0 •Youth on supervision at end of 2007: 15 •Parole supervision caseload monthly average in 2007: 27 •Formal referrals to Williamson County Juvenile Services in 2007: 1,251 <ul style="list-style-type: none"> - Approximately 78% of the formal referrals were juveniles between the ages of 14 – 16 (20 % 14 yrs old, 25 % 15 yrs old, 33 % 16 yrs old) - Approximately 62% of the formal referrals were males and 38% were females -In 2007, approximately 20% of the formal referrals were – FELONY offenses -In 2007, approximately 69% of the formal referrals were – MISDEMEANOR A or B offenses - In 2007, approximately 11% of the formal referrals were – MISDEMEANOR C & STATUS offenses
State Fund 421		
Priority #1	<u>Substance Abuse Early Intervention and Prevention.</u> Programs or other initiatives designed to address the use and abuse of illegal and other prescription and non-prescription drugs and the abuse of alcohol. Programs or other initiatives include control, prevention, and treatment.	<p>Hutto high school students were suspended or sent to the district alternative education program for 643 total incidents from 8-15-2006 to 4-05-2007. Included in this total were 205 referrals for possession, use, or sale of controlled substances. 104 were referrals for possession, use or sale of alcoholic beverages. Hutto middle school students were suspended or sent to the district alternative education program for 289 total incidents from 8-15-2006 to 4-05-2007. Included in this total were 165 referrals for possession, use, or sales of controlled substances. (Hutto Independent School District, 2008).</p> <p>Taylor Independent School District students were suspended or sent to the district alternative education</p>

		<p>program 42 times for possession, sale or use of controlled substances during 2008. (Taylor ISD, 2008)</p> <p>In Taylor, students are self reporting alcohol use at alarming rates. 13% of 4th graders report lifetime alcohol use; 20.4% of grades 4, 5, and 6 report alcohol use during the school year; 71.5% of Taylor youth, grades 7-12, report having used alcohol; 17.6% of these same youth report drinking 5 or more beers at a time (Texas Student Survey, 2006).</p> <p>According to 2006 Texas Student Survey (TSS) , of the Williamson County elementary students who had been offered alcohol, a full 23% had “ever” tried alcohol, another 15% has used alcohol in the last year and 7% believed that alcohol was not dangerous or did not know if alcohol was dangerous.</p> <p>According to 2006 TSS results, more than 62% of Williamson County High School youth had used alcohol ever; and 42% used in the last year. The report also states 6.7% of young people, in Williamson Co., said they had driven drunk between 1-10 times.</p> <p>According to 2007 results on adult’s perspectives in Williamson Co., 45% report that underage drinking is a "major" problem and 45% report that underage drinking is a "moderate" problem.</p> <p>According to the National Survey on Drug Use & Health Trends in Texas 2008, Region 7 (which includes Williamson Co.), has the lowest perception of great risk in drinking 5 or more drinks, once or twice a week. (binge drinking).</p> <p>According to 2007 TSS results, both Georgetown and Round Rock youth report a lower perception of risk in using Marijuana that the rest of the State.</p>
Priority #2	<u>Family Stability.</u> Programs or other	Hutto High School students were suspended or sent to

	<p>initiatives designed to strengthen family support systems in an effort positively impact the lives of youth and divert them from a path of serious, violent, and chronic delinquency.</p>	<p>the district alternative education program for 643 total incidents from 8-15-2006 to 4-05-2007. 271 of these referrals were for fighting or violence against other students. 63 referrals were for assault against a school employee, volunteer or other person. Hutto middle school students were suspended or sent to the district alternative education program for 289 total incidents from 8-15-2006 to 4-05-2007. Included in this total were 124 referrals were for violations of the student code of conduct. Hutto elementary school students were suspended or sent to the on campus district alternative education program for 75 total incidents from 8-15-2007 to 4-05-2008. All of the 75 incidents resulted from violations of the student code of conduct. In speaking with the school academic counselors, more than 50% of the above referrals involved a student who had a history of family violence, teen dating violence, or sexual assault or who was identified as "at risk" for the same. (Hutto Independent School District, 2008)</p> <p>During 2008, the local family violence shelter (WCCC) provided safety to more than 240 children and their mothers, all of whom are at risk for further victimization and/or perpetration of violence.</p> <p>The Region 7 2002 assessment completed by Williamson County Health District revealed that this region, which includes Williamson Co. has the highest level of alcohol use in the state.</p>
Priority #3	<p><u>Rural Access.</u> Programs or other initiatives designed to provide prevention, intervention, and treatment services located outside a metropolitan area.</p>	<p>In 2007, 108 children were referred to the Williamson County Crisis Center (WCCC) for counseling, with a consistent 8-12 week wait time. Of those 108 children, only 62 had face-to-face contact with a counselor. During 2008, the wait list was reduced by 50% because of services offered by a counselor funded by a Safe & Drug Free Schools grant. The counselor was able to provide services to children at school, overcoming the lack of public transportation and/or parents' inability to transport children during the work day. (WCCC, 2008)</p>

		<p>The Williamson County community has been exploring the possibility of a centralized, one-stop shop approach to serving crime victims in a largely rural community without public transportation. At this time such a system is not in place.</p>
Priority #4	<p><u>Justice System Impact.</u> Programs or other initiatives designed to impact offender accountability and/or improve the practices, policies, or procedures within the juvenile justice system.</p>	<p>Williamson County has the second highest dropout rate and the 2nd highest juvenile crime rate in the 10 County Texas Region. (A profile of the Capital Area Community : Regional Summary 2006 and The Texas Kids Count Project, Austin, TX)</p> <p>Youth who are released from the Texas Youth Commission (TYC) back to family residing in Williamson County are supervised by Williamson County Juvenile Services via contract with the TYC. The TYC Parole Supervision Team is comprised of two full-time staff, a certified Juvenile Probation Officer and a Parole Aid.</p> <ul style="list-style-type: none"> • Youth on parole supervision at the start of 2007: 33 • Youth successfully discharged from parole in 2007: 18 • Youth unsuccessfully discharged from parole in 2007: 15 • Youth returned to TYC for technical parole violations: 12 • Youth returned to TYC for new offense(s) committed: 0 • Youth on supervision at end of 2007: 15 • Parole supervision caseload monthly average in 2007: 27 <p>Formal referrals to Williamson County Juvenile Services in 2007:</p>

		<ul style="list-style-type: none"> • Williamson County Juvenile Services handled 1,251 formal referrals in calendar year 2007. • Approximately 78% of the formal referrals were juveniles between the ages of 14 – 16 (20 % 14 yrs old, 25 % 15 yrs old, 33 % 16 yrs old) • Approximately 62% of the formal referrals were males and 38% were females • In 2007, approximately 20% of the formal referrals were – FELONY offenses • In 2007, approximately 69% of the formal referrals were – MISDEMEANOR A or B offenses • In 2007, approximately 11% of the formal referrals were – MISDEMEANOR C & STATUS offenses.
Priority #5	<p><u>Gang Prevention.</u> Programs or other initiatives designed to address issues related to juvenile gang activity, including prevention and intervention efforts directed at reducing gang-related activities.</p>	<p>The Mayor's Gang Prevention Task Force in Round Rock identified gang activity and prevention as a priority for the city in 2007. The Task Force identified the following statistics and needs.</p> <p>-The City of Round Rock Police Department has over 200 documented gang members, 75% of which are in high school.</p> <p>-A major indicator of gang related activity is graffiti. Graffiti on top of graffiti is a sign of rival gangs competing with each other. In 2004 there were 32 cases of graffiti, 2005 40 cases, 2006 over 100 documented cases of graffiti.</p> <p>-Other signs of increase: outward tattoos, clothes and middle school students with tattoos.</p> <p>-Action items include providing Safe Havens from 4:00pm - 7:00pm; increased parent involvement; and increased number of volunteers trained to work with youth</p>

Public assistance disbursement
Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Mary Clark, Commissioner Pct. #1
Submitted For: Mary Clark
Department: Commissioner Pct. #1
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider disbursement of funds for public assistance.

Background

In 2006, the public assistance committee comprised of Commissioner Lisa Birkman, Commissioner Ron Morrison, Kathy Grimes, Ashlie Koenig and Sally Bardwell devised an application process for disbursement of funds for public assistance. Applications were received and the non-profit organizations applying for funding were given an opportunity to present their request and highlights of their program to the committee. Based on the amount of funding available and the amount of request, the committee made recommendations to the court. The total amount of funds disbursed last year was \$147,500. A detailed list is attached.

The court decided earlier this year to re-form the committee. That has not happened yet, so this year, we allocated \$150,000.00 in the budget, but we did not have hearings or receive applications. The money was typically disbursed in Jan. each year. Several of the non-profits that received funds have contacted me on several occasions in an attempt to find out if they will be funded again. We need to decide on how to disburse the monies and when as soon as possible.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [public assistance funding](#)

Form Routing/Status

Form Started By: Mary Clark Started On: 02/04/2009 01:27 PM
Final Approval Date: 02/05/2009

AGENCY**LINE ITEM**

Leander Senior Center	01-0100-0640-004719
United Seniors of Taylor	01-0100-0640-004719
Hope Pregnancy of Hutto	01-0100-0640-004719
Assistance League of Georgetown	01-0100-0640-004719
Pregnancy Help Center of Williamson County	01-0100-0640-004719
Georgetown Project	01-0100-0640-004719
Capital Idea	01-0100-0640-004719
Faith in Action Caregivers	01-0100-0640-004719
LifeSteps	01-0100-0640-004719
Bluebonnet Trails	01-0100-0640-004719
Habitat for Humanity	01-0100-0640-004719
Agape Pregnancy	01-0100-0640-004719
Children's Support Coalition	01-0100-0640-004719
Stonehaven Senior Center	01-0100-0640-004719
Round Rock Area Serving Center	01-0100-0640-004719
CARTS	01-0100-0640-004719
Literacy Council	01-0100-0640-004719
Combined Community Action	01-0100-0640-004719
Round Rock Volunteer Center	01-0100-0640-004719

TOTAL

07-08 PAYMENT

\$	1,000
\$	1,000
\$	1,000
\$	1,000
\$	1,000
\$	3,000
\$	5,000
\$	5,000
\$	8,000
\$	22,000
\$	24,000
\$	1,000
\$	18,000
\$	1,000
\$	5,000
\$	20,000
\$	25,000
\$	2,500
\$	3,000
\$	147,500

Waiver of Penalty and Interest
Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Kathryn Morehouse, County Tax Assessor Collector
Submitted For: Deborah Hunt
Department: County Tax Assessor Collector
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider approving the Waiver of Penalty and Interest to customers as described in attachments from the Tax Assessor/Collector.

Background

In accordance with Section 33.011 of the Texas Property Tax Code. "The Governing body of a taxing unit shall waive penalties and may provide for the wavier of interest if interest on a delinquent tax is an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayers's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Waiving P&I Feb 10 09](#)

Link: [memo Waiver of P&I Feb 10 09](#)

Form Routing/Status

Form Started By: Kathryn Morehouse Started On: 02/10/2009 09:57 AM

Final Approval Date: 02/10/2009

Account #	NAME	P&I	Description
R105289	Dedicated Investments Limited Partnership	\$1,538.78	Waiving P & I due to WCAD administrative error.
R042081	Hyson, Ruby (estate)	\$1,279.54	Waive P & I due to Staff error and system (software) discrepancy

Williamson County
Tax Assessor/Collector
Deborah M. Hunt, CTA

Date: February 13, 2009

To: Members of the Commissioners Court

From: Deborah M. Hunt, CTA

Subject: Waiver of Penalty & Interest

In accordance with Section 33.011 of the Texas Property Tax Code, "The Governing Body of a taxing unit shall waive penalties and may provide for the waiver of interest if interest on a delinquent tax is an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid within 21 days after the taxpayer knows or should know of the delinquency."

Main Office and Mailing Address:

710 South Main Street, Ste. #102
Georgetown, Texas 78626
Phone: (512) 943-1601
Fax: (512) 943-1618
www.williamson-county.org

Annex Locations:

211 Commerce Blvd., Ste. #101 Round Rock, Texas 78664 Phone: (512) 248-3278 Fax: (512) 248-3253	350 Discovery Blvd., Ste. #101 Cedar Park, Texas 78613 Phone: (512) 260-4290 Fax: (512) 260-4295	412 Vance St., Ste. #1 Taylor, Texas 76574 Phone: (512) 352-4140 Fax: (512) 352-4143
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ITS Reorganization/Integration
Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Jay Schade, Information Technology
Department: Information Technology
Agenda Category: Regular Agenda Items

Information
Agenda Item

Discuss and take appropriate action on reclassifying positions associated with recent departments consolidated/integrated within ITS

Background

On January 20, the Commissioners Court directed Jay Schade to consolidate and integrate within ITS the functions of 911 Addressing, the mail courier, the switchboard and the warehouse/Records Management. At that time Jay discussed with the court his plan for accomplishing that consolidation and stated he would be back in a couple of weeks with the formal plan for those reclassifications.

In order to efficiently integrate the aforementioned functions within ITS, as well as save County funds where possible, the positions on the attached spreadsheet should be reclassified. This will allow GIS and 911 Addressing to share more of the responsibilities of the two entities and will allow the County to save over \$14,000 (\$11,823 in salaries plus the related FICA and retirement) per year. It will also "equalize" the analyst positions within GIS/911 Addressing and allow a Sr Analyst to be the team lead in lieu of having a 911 Addressing Manager, creating the bulk of the savings. Finally, it will allow IT to utilize a currently open position (Telecomm Assistant) to be used as an Office Specialist to help with the increased administrative responsibilities, and give backup and support to the mail courier, the switchboard operator and the warehouse foreman.

Recently the functions of the Telecomm Assistant were incorporated into the responsibilities of the Network Specialist positions. By doing this, we have equipped technicians to be able to troubleshoot all equipment, including phones, and increased the efficiency of handling calls for both PCs and telephones by giving us more individuals who can handle those types of calls as well. That has been working well for a few months and we now feel comfortable moving that position to accommodate the consolidation process.

Overall, these moves will give additional responsibilities to all of the positions that we are asking to reclassify, while at the same time making the overall operations more efficient and still realizing a modest savings for the County.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [ITS Reorg/Reclass](#)

Form Routing/Status

Form Started By: Jay Started On: 01/28/2009 03:52
Schade PM
Final Approval Date: 01/29/2009

ITS/GIS/911 Addressing/Administrative Services Integration

Current Positions					Redefined Positions					
Position	Grade/Step	County	Grant	Total	Position	Grade/Step	County	Grant	Total	% Grant
Telecomm Assistant	18.06	\$ 34,282	\$ -	\$ 34,282	Office Specialist Sr	18.01	\$ 30,295	\$ -	\$ 30,295	0%
GIS Manager	33.03	\$ 66,875	\$ -	\$ 66,875	GIS/911 Addressing Manager	34.04	\$ 64,798	\$ 7,200	\$ 71,998	10%
GIS Analyst	24.05	\$ 44,991	\$ -	\$ 44,991	Sr Analyst	26.05	\$ 44,735	\$ 4,971	\$ 49,706	10%
GIS Analyst (PS)	24.03	\$ 42,808	\$ -	\$ 42,808	Analyst (PS)	24.04	\$ 28,525	\$ 15,360	\$ 43,885	35%
Addressing Mgr	AN1	\$ -	\$ 66,463	\$ 66,463	Analyst (Addressing)	AN1	\$ 4,499	\$ 40,492	\$ 44,991	90%
Addressing Tech	AN1	\$ -	\$ 39,752	\$ 39,752	Analyst (Addressing)	AN1	\$ 4,281	\$ 38,527	\$ 42,808	90%
Totals		\$ 188,956	\$ 106,215	\$ 295,171			\$ 177,133	\$ 106,550	\$ 283,683	38%

County Salary Savings	\$ 11,823
Estimated FICA & Retire	<u>\$2,193</u>
Annual Savings to County	\$14,016.17

No new positions are being requested.

County saves \$14,000/year.

All purchasing, accounts payable, shipping, receiving and filing will be centralized (eliminating redundancy).

Office Specialist will help with additional administrative duties of Office Administrator, but also will fill in as needed for mail courier, switchboard, and warehouse (prior to this when one was out an email would go out, "no mail service today" and would put departments in a bind).

All 911 Addressing functions will be distributed among entire staff (so all can serve the customer when necessary and when others are out).

All GIS functions will be distributed (so those GIS activities associated with addressing will be shared with GIS staff).

Entire GIS/911 Addressing staff will be able to perform all duties (some to a more limited degree than others; will still have "specialists" but will be shared as much as is possible).

Consider awarding contract to 22nd Centuries Technologies, Inc.
Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Jonathan Harris
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding contract to 22nd Century Technologies, Inc. for consultant services for the Oracle Compensation Work Bench and Self Service Enhancement.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [22nd Century Contract Agreement](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 02/11/2009 11:00 AM
Final Approval Date: 02/12/2009



22nd Century Technologies, Inc.
2 Executive Drive, Suite 230
Somerset, NJ 08873

**CONTRACT BETWEEN 22ND CENTURY TECHNOLOGIES, INC.
AND
WILLIAMSON COUNTY**

This contract by and between the Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), and 22nd Century Technologies, Inc. (hereinafter "Contractor"), sets forth the terms and conditions under which the Contractor will provide the services described herein. The County and the Contractor agree as follows:

1. SCOPE OF SERVICES

The Contractor agrees to provide and assign one of its HR Oracle HRMS Analyst (hereinafter the "Analyst") to County in order to perform the scope of services described in Exhibit A, which is attached hereto and incorporated herein. The project and scope of services set forth in the said Exhibit A shall collectively be referred to herein as the "Contract Work". The Contractor's Analyst and all other employees and personnel will, on behalf of the Contractor, provide the Contract Work to the County.

2. INDEPENDENT CONTRACTOR

It is understood that the Contractor is an Independent Contractor. All of Contractor's employees and personnel that perform work under this contract shall for all purposes not ever be considered to be the agents, employees, partners, joint ventures or associates of the County for any purposes whatsoever.

Contractor shall be fully and solely responsible for the compensation of its employees, including but not limited to the establishment and assignment of appropriate wage rates, establishment and provision of employee benefits, (i.e., health, dental, retirement, vacation, paid holidays, sick leave, and etc.). Contractor is responsible for any and all other payroll and wage related obligations which an employer may have to its employees, including, but not limited to, timely payment of wages, payment of overtime premiums as applicable, withholding and payment of state and federal income tax, worker's compensation insurance, social security, unemployment compensation insurance and disability insurance costs.

No Contractor employee assigned to perform work hereunder shall have or possess any right, entitlement or benefit of employment applicable to County employees, either generally or specifically, pursuant to the County's established employment practices, policies and procedures, Civil Service Rules and/or any Memorandum of Understanding between the County and a recognized employee collective bargaining representative, except as



specifically provided therein or as otherwise specifically set forth in this contract. No Contractor employee assigned to perform work hereunder shall be entitled to participate in any County employee benefit plan or be eligible to receive any employment benefit made available to County employees except as specifically provided for in this contract or in the County's established employment practices, policies and procedures, Civil Service Rules and/or any Memorandum of Understanding between the County and a recognized employee collective bargaining representative.

CONTRACTOR AGREES, AT ITS SOLE COST AND EXPENSE, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY FROM AND AGAINST ANY AND ALL LIABILITY, COST, DAMAGE, LOSS OR EXPENSE ARISING FROM ANY CLAIM THAT CONTRACTOR AND/OR ANY OF CONTRACTOR'S EMPLOYEES ARE EMPLOYEES OF THE COUNTY FOR ANY PURPOSE IN EXCESS OF THAT AS SPECIFICALLY PROVIDED FOR HEREIN AND/OR THAT CONTRACTOR DID NOT FULFILL ANY OF ITS OBLIGATIONS AS THE EMPLOYER OF SAID EMPLOYEES, INCLUDING, BUT NOT LIMITED TO, THE PAYMENT OF WAGES AND OVERTIME; THE PROVISION OF EMPLOYEE BENEFITS; THE WITHHOLDING AND PAYMENT OF FEDERAL, STATE AND/OR LOCAL PAYROLL TAXES AS APPLICABLE; WITHHOLDING AND PAYMENTS OF SOCIAL SECURITY TAXES ON BEHALF OF CONTRACTOR'S EMPLOYEES; PAYMENT OF UNEMPLOYMENT AND DISABILITY INSURANCE; PAYMENT FOR AND PROVISION OF WORKER'S COMPENSATION BENEFITS; AND ETC.

3. TERM OF AGREEMENT

The term of this contract shall begin on the date of the last party' execution hereof and continue until October 9, 2009, unless it is either changed by mutual written agreement of the contracting parties or terminated prior to said date as provided herein.

4. CONTRACT MANAGEMENT

The Contractor's Analyst and any other personnel that are assigned to perform the Contract Work under this contract shall report to and receive direction from the County Project Manager regarding the Contract Work that is to be performed hereunder. For purposes of this contract, County's Project Manager shall be as follows:

County Application / Project Manager:

Alison Whetston
Williamson County IT
301 S.E. Inner Loop, Suite 105
Georgetown, Texas 78626
(512) 943-1680
awhetston@wilco.org



5. NOTICE TO PROCEED

The Contractor shall not commence work hereunder until a written Notice to Proceed is issued from the County Project Manager, which shall be issued at the earliest practical date after execution of the contract documents and acceptance of any required bonds, certifications, affidavits and evidence of insurance. Contractor shall, upon receipt of Notice to Proceed, commence, with diligence, performance of Contract Work.

6. PERSONNEL

All Contractor personnel assigned to perform work under this contract shall be approved by the County prior to their assignment to contract activities. The Contractor shall confirm that the technical qualifications of all personnel assigned to this contract meet the applicable industry standards. The qualifications standards and procedures used to provide personnel to perform required services under this contract shall be made available for County review upon request. The Contractor shall ensure that, to the extent within its control, the personnel approved will remain on the project for the full term of the assigned task.

7. ASSIGNED PERSONNEL

Notwithstanding any other provision of this contract to the contrary, the County reserves the right in its sole discretion, upon giving notice thereof to Contractor, to discontinue and terminate the services, in whole or in part, of any individual assigned to perform services under this contract by Contractor or its agents. Contractor shall have the right, subject to the terms and conditions of this contract, to provide suitable replacement personnel.

8. CONTRACT PRICE AND COMMERCIAL TERMS

The County will compensate the Contractor as follows:

The total compensation due to Contractor under the terms of this contract shall not exceed **One Hundred and Ten Thousand Dollars (\$110,000.00)** for all work performed hereunder. Said amount shall constitute the County's maximum financial obligation under this contract. Any expenditures in excess of this limit will be incurred at the Contractor's sole expense. Contractor acknowledges the fact that the above not-to-be-exceeded amount is the total estimated costs of services to be rendered under this contract. This not-to-be-exceeded amount is based upon the billing rates set forth in this contract. Should the actual costs of the services rendered under this contract be less than such estimated cost, then Contractor shall receive compensation for only those services actually rendered.



The County will compensate the Contractor at the rate(s) set forth in the *Rate Schedule*, which is attached hereto and incorporated herein as Exhibit B.

The Contractor shall be responsible for making wage payments to and for all payroll related obligations and responsibilities with respect to all of Contractor's personnel that perform the Contract Work for the County.

The County shall compensate Contractor on an hourly basis for each chargeable hour worked by its personnel. **THE CONTRACTOR'S GROSS HOURLY LABOR BILLING RATES, AS SET FORTH IN THIS CONTRACT, INCLUDES THE FOLLOWING:**

- All Direct payroll costs;
- Any and all employee benefits (including for example: Health insurance, dental insurance, paid holidays, vacation and/or sick leave accruals, retirement plans, stock options, and etc.) provided to employees by Contractor;
- All payroll burdens (including for example: Unemployment and disability insurance, social security, state and federal payroll taxes, and etc.);
- All overtime worked by employees assigned hereunder;
- All overhead costs,
- Contractor's profit, and Travel and expenses.

Contractor acknowledges that billable hours shall not include time spent for travel and other subsistence type activities. Furthermore, Contractor agrees that no other non-labor expenses or costs shall be charged to County.

9. MANNER AND TIME OF PAYMENT

The Contractor shall submit monthly invoices in duplicate to the County. All invoices shall be mailed or delivered to:

Williamson County Auditor
Attn: Accounts Payable
710 S. Main Street, Suite 301
Georgetown, Texas 78626

County's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments



shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify the Contractor of the discrepancy. Following County's notification of any discrepancy as to an invoice, Contractor must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

The Contractor shall maintain books and accounts of personnel and other recoverable costs in accordance with generally accepted accounting principles and practices.

10. AUDITS

The County shall have the right, during the Contractor's normal business hours for the duration of this Contract and for a period of three (3) years thereafter, to conduct the following audits either on County property or at the Contractor's offices, as the County may deem necessary:

- Audits of the Contractor's performance of services under this contract.
- Audits of books and accounts maintained to accumulate, record, and segregate personnel and other recoverable costs billed under this contract.

However, the Contractor will not be required to relocate records from their normal location. Contractor shall include an audit provision providing the County with the audit rights set forth herein in all subcontracts entered into by Contractor hereunder.

Such audits shall be performed either by County personnel or by an independent third party whom the County may employ for the purpose of making such audits. The County and the Contractor shall establish procedures for performing such audits and shall preserve the confidential and proprietary status of audited documents and information.



11. INSURANCE REQUIREMENTS

See Exhibit C, which is attached hereto and incorporated herein.

12. INDEMNITY

CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE COUNTY, ITS DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES AGAINST ALL CLAIMS, LOSS, DAMAGE, EXPENSE, AND LIABILITY ASSERTED OR INCURRED BY OTHER PARTIES, INCLUDING, BUT NOT LIMITED TO, COUNTY'S EMPLOYEES AND CONTRACTOR'S EMPLOYEES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OF THIS CONTRACT AND EXCEPTING ONLY SUCH LOSS, DAMAGE, OR LIABILITY AS MAY BE CAUSED BY THE INTENTIONAL ACTS OR THE SOLE NEGLIGENCE OF THE COUNTY.

13. APPLICABLE LAW

This contract shall be governed, construed and interpreted solely by and under the laws of the State of Texas without regard to conflict of laws provisions. In the event of litigation or disputes arising out of or in any way related to the performance of this contract, the Parties hereto agree to submit to the jurisdiction of any court of competent jurisdiction within Williamson County, Texas and shall comply with all requirements necessary to give such Court jurisdiction.

14. ASSIGNMENT

The Agreement is not assignable without the written mutual consent of both County and Contractor.

15. CHANGES

The County may initiate changes to the general scope and the general and special conditions of this contract as circumstances dictate. Changes which affect price, performance, schedule, warranties, or other significant items will be equitably adjusted by mutual agreement and reduced to a written amendment to this contract prior to the implementation of the change. All changes to this contract shall be in writing and signed by the duly authorized representative of the parties hereto.



16. FORCE MAJEURE

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of any such obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of the affected party.

17. TERMINATION

The County may terminate Contractor's services under this contract, for convenience and without cause, upon written notice of such termination. In the event of such termination, the County shall pay to the Contractor all personnel costs and recoverable costs incurred in the performance of such services up to and as of the date of such termination. However, the Contractor agrees to waive any claim for damage, including loss of anticipated profit, resulting from contract termination.

18. SECURITY

Access to County facilities is controlled in accordance with specific site requirements. The Contractor's personnel must comply with the County's security requirements and guidelines.

19. SALES AND USE TAX

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

20. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall not discriminate against any employee or applicant for employment contrary to the provisions of applicable State and/or Federal antidiscrimination laws. Contractor shall ensure that this requirement is applied to applicants and employees in actions including, but not limited to employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships.



21. CONFIDENTIAL INFORMATION

A. "Confidential Information" is all information (a) identified in written or oral format by the disclosing party as confidential, trade secret or proprietary information, and, if disclosed orally, summarized in written format within thirty (30) days of disclosure, or (b) the receiving party knows or has reason to know is confidential, trade secret or proprietary information of the disclosing party. Among other things, the Confidential Information may include trade secrets, proprietary information and financial information belonging to the disclosing party. The foregoing shall not apply to information that: (a) a party new prior to disclosure by another as evidenced by the party's written records; (b) is or becomes public knowledge through no fault of the party; (c) is lawfully disclosed to a party by a third party under no obligation of confidentiality; (d) is disclosed under the order or requirement of a court, administrative agency, or other governmental body or (e) in the case of the County, is required by it to be disclosed pursuant to the Texas Public Information Act.

B. The receiving party shall not use or disclose any Confidential Information of the disclosing party except as expressly permitted under this Contract. The receiving party shall use at least the same degree of care with respect to the disclosing party's Confidential Information that it uses to prevent the disclosure of its own confidential information of like importance, but in no event with less than reasonable care, to prevent the disclosure of the disclosing party's

Confidential Information. Notwithstanding the foregoing, nothing set forth herein shall limit or restrict either Party from using any knowledge, confidential information, trade secrets or proprietary information constituting Confidential Information of the other Party that is retained in the memory of any employee of the Party or that constitutes any such employee's general knowledge or skill, even if acquired in connection with this Contract, for any purpose whatsoever.

C. Unauthorized use by a party of the other party's Confidential Information shall diminish the value of such information. Therefore, if a party breaches any of its obligations with respect to confidentiality or use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to injunctive relief, as well as money damages. Neither party shall dispute the availability to the other party of such relief on grounds that damages would be an adequate remedy therefore, provided, however that nothing herein shall prevent or prohibit the Parties from disputing the occurrence of such breach or from making submissions with respect to the amount and type of bond, surety or other security to be posted by a Party in connection with the grant of such remedies.



22. DATA SECURITY

- A. Contractor, its agents, employees, assigns, providers or subcontractors acknowledge that all County Data and Systems (any information or system provided by the County to Contractor under this Contract) remain the property of the County. Contractor agrees not to use any County Data for any purpose except pursuant to this Contract. Contractor shall keep all County Data in confidence and shall not disclose any County Data to any third party except as necessary to fulfill Contractor's obligations pursuant to this Contract. Such obligations do not apply to information which is or hereafter becomes generally known, or is hereafter furnished to Contractor by a third party without restriction on disclosure.
- B. Contractor shall use commercially reasonable physical, operational, and technical safeguards to preserve the confidentiality, integrity and security of the County Data while in its possession and control hereunder.
- C. The County shall have the right, upon seven (7) days notice and during Contractor's normal business hours for the full duration of time that Contractor is in possession or control of any County Data, to conduct an audit of Contractor's compliance with the Data Security provisions of this Contract, provided that the interfaces and impacts to the County's technical process audit shall be conducted by a County employee, and provided that such audit shall not unreasonably disrupt Contractor's business or operations.
- D. Contractor will immediately notify the County Project Manager in the event it believes, or has reason to believe, that either a confidentiality or security breach has occurred, and will provide assistance in identifying appropriate information relating to the breach.
- E. Upon the termination of this Contract, any and all County Data in the possession or control of Contractor, its agents, employees, assigns, providers and subcontractors, residing on any and all hardware shall be securely removed within thirty (30) days thereof. Computer and servers must be electronically wiped (e.g. using a secure data deletion program for computers that writes random data in multiple passes) or the physical media must be destroyed. Tapes, CDs, cartridges and other electronic and/or physical storage and backup media and devices containing County Data must also be securely deleted or destroyed within thirty (30) days thereof.
- F. No County Data is to be downloaded, copied, transferred or removed from the County to a Contractor's system or other non-County system or medium without the written approval of the County Information Security Officer.
- G. All County information technology systems are monitored for acceptable use. The Contractor, its agents, employees, assigns, providers and subcontractors, acknowledge



that there is no expectation of any right to privacy in any such materials and data stored and /or maintained on County property. Such material and data are subject to inspection

23. NON-DISCLOSURE NOTIFICATION

To complete the scope of services required, the Contractor, its subcontractors, and employees or agents will be required to review and analyze certain confidential information. Among other things, the confidential information may include but is not limited to trade secrets, proprietary information and financial information belonging to the County. In addition, the Contractor will be required to provide certain work products and deliverables which, by their character, content, and/or purpose are confidential information. Therefore, each individual who will have access to such confidential information agrees to execute and to be bound by the terms and conditions of the Non-Disclosure Agreement, herein provided as an Appendix. This provision and Appendix shall survive this contract.

24. INCORPORATION

All appendices, exhibits and attachments referenced above are hereby incorporated herein by this reference.

25. APPROPRIATION OF FUNDS BY COUNTY.

County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this contract. Contractor understands and agrees that the County's payment of amounts under this contract is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this contract.

26. ENTIRE AGREEMENT

This contract, together with any and all appendices, exhibits and/or attachments attached hereto and any amendments, modifications, change orders, addendum and/or any other documents attached hereto and incorporated herein constitutes the entire agreement between the parties hereto and no changes, alterations, or modifications hereof shall be effective unless made in writing and signed by duly authorized representatives of both parties to this contract.

22nd Century Technologies. Inc,



Software Consulting & Development

<http://www.22ndcenturytech.com>

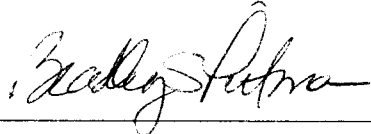
ACCEPTED	22nd Century Technologies, Inc.	Williamson County, Texas
BY		
NAME	BRADLEY S PUTMAN	Dan A. Gattis
TITLE	IT DIRECTOR - TEXAS REGION	Williamson County Judge
DATE	2 - 5 - 2009	

EXHIBIT A

CONTRACT WORK

ORACLE COMPENSATION WORK BENCH & SELF SERVICE ENHANCEMENT

The scope of the project is to automate and integrate the annual salary process and daily employee/assignment maintenance in Oracle utilizing Compensation Work Bench and Self Service.

22nd Century Technologies, Inc. will perform its services in a 33 week period in the county's Oracle production environment.

Start Date:2/17/2009

Oracle Functional Process	Weeks	Start	End
<i>New Hire</i>	1	2/16/2009	2/20/2009
1. Requirement Gathering 2. As- Is processes 3. State Future Design 4. Setups and configuration 5. Testing and documentation 6. Train the Trainer 7. Move into production	2	2/23/2009	2/27/2009
	3	3/2/2009	3/6/2009
<i>Termination</i>	4	3/9/2009	3/13/2009
1. Requirement Gathering 2. As- Is processes 3. State Future Design 4. Setups and configuration 5. Testing and documentation 6. Train the Trainer 7. Move into production	5	3/16/2009	3/20/2009
	6	3/23/2009	3/27/2009
	7	3/30/2009	4/3/2009
<i>Absence</i>	8	4/6/2009	4/10/2009
1. Requirement Gathering 2. As- Is processes 3. State Future Design 4. Setups and configuration 5. Testing and documentation	9	4/13/2009	4/17/2009
	10	4/20/2009	4/24/2009

6. Train the Trainer 7. Move into production				
Worker Status Change		11	4/27/2009	5/1/2009
1. Requirement Gathering		12	5/4/2009	5/8/2009
2. As- Is processes				
3. State Future Design		13	5/11/2009	5/15/2009
4. Setups and configuration				
5. Testing and documentation				
6. Train the Trainer				
7. Move into production		14	5/18/2009	5/22/2009
Grade Management		15	5/25/2009	5/29/2009
1. Requirement Gathering		16	6/1/2009	6/5/2009
2. As- Is processes				
3. State Future Design				
4. Setups and configuration				
5. Testing and documentation				
6. Train the Trainer				
7. Move into production		17	6/8/2009	6/12/2009
Position Control		18	6/15/2009	6/19/2009
1. Requirement Gathering		19	6/22/2009	6/26/2009
2. As- Is processes		20	6/29/2009	7/3/2009
3. State Future Design				
4. Setups and configuration				
5. Testing and documentation				
6. Train the Trainer				
7. Move into production		21	7/6/2009	7/10/2009
Compensation Workbench		22	7/13/2009	7/17/2009
1. Requirement Gathering		23	7/20/2009	7/24/2009
2. As- Is processes		24	7/27/2009	7/31/2009
3. State Future Design		25	8/3/2009	8/7/2009
4. Setups and configuration		26	8/10/2009	8/14/2009
5. Testing and documentation		27	8/17/2009	8/21/2009
6. Train the Trainer		28	8/24/2009	8/28/2009
7. Move into production		29	8/31/2009	9/4/2009
		30	9/7/2009	9/11/2009
		31	9/14/2009	9/18/2009
		32	9/21/2009	9/25/2009
		33	9/28/2009	10/2/2009

Goal:

The goal of the project is to automate and integrate the annual salary process and daily employee/assignment maintenance in Oracle utilizing Compensation Work Bench and Self Service.

Scope

1. Compensation Work Bench (CWB)

Key Features

- Compensation Objects
- Eligibility Profiles
- Budget Preparation
- Activity Rates
- Salary and Grade Related Pay and Progression
- Compensation and Awards Management

The county departmental heads are responsible for submitting annual employee salary and assignments changes. The features of CWB will enable the county to apply lump sum awards, merit and/or COLA increases to different groups of employees. There will also be re-classes, transfers, reorganizations, demotions etc. during the annual compensation process. The CWB requests are required to go through a workflow approval process before changes are committed to the assignment and salary screen.

Require the ability to estimate the total cost of different compensation plans, and select the approved plan to apply to employees through the Budget Preparation process.

2. Self-Service HR

The County would like to expand its current SSHR functionality. The main objective is to enable managers to process employee updates through SSHRM. Currently all processes are routed through a manual paper process using the County's Payroll Action Sheet (See Attached).

Key Payroll Actions

Function	Example
Change Pay	Make grade/step and salary Changes
Termination/Hire	Use to hire and term employees
Worker Status Change	Military Leave, LWOP, Etc...
Change Position/Job	
Release Information	Release Information

My Employee Information	My Employee Information
Manager Actions	
Position Management	ability to determine open positions
Special Inputs	Allow departments to issue items with a start date and end date The items need to be defined using flex fields to ensure consistency.

Overview of Current Environment

The County is currently using the following modules:

Assets
Cash Management
General Ledger
Grants/Projects
Human Resources
Payables
Payroll
Public Sector Financials
Purchasing
Receivables
Self-Service Web
OAB
Discoverer

County HRMS Environment Highlights

- Williamson County currently has 1700+ employee in the payroll module.
- Allows for multiple assignments per employee
- Jobs may be tied to multiple positions
- Supervisors are not assigned in the system
- Assignments link to a grade chart with minimum and maximum amounts but the systems does not force the rules
- There is no information tied at the position level for FTE's head count. The 'Report To' tab in the Position screen, links to the Position Hierarchy which is used to process Requisitions and POs, not an actual supervisor hierarchy
- Process Payroll for Texas only
- Use Vertex software for taxation amounts
- Position Hierarchy for REQ and Purchase Orders
- Kronos manages all time and accruals. Hours are passed bi-weekly to Oracle for process payroll
- 5 biweekly payrolls
- Use blended overtime
- Account Structure

Entity	Fund	Department	Object
01	0100	0503	004500

Self Service

Currently the employees can view their Payslips, Benefits, and W2s on-line. During the County's Benefits Open Enrollments period, employees can make changes to benefits selections, covered dependents and beneficiaries.

Annual Salary Updates

The County departments budget for their employee annual salary changes using a web tool. The data is exported from the web tool and uploaded through Oracle's Salary Management. Assignment changes are entered into the same web tool and processed through Oracle's Mass Assignment Update.

Assignments Updates

All other employee and assignment changes are submitted manually through a Payroll Action Sheet and routed to the appropriate departments for approval. A sample Payroll Action Sheet has been provided to Contractor.

EXHIBIT B

RATE SCHEDULE

Standard Time All-inclusive Billing Rate: \$ 83.33 per hour

Overtime All-inclusive Billing Rate: \$ 83.33 per hour

Analyst's Name	Position Description	Duration	Unit	Unit Cost	Extended Cost
Dharmesh Agarwal	HR Oracle HRMS Analyst	1320	Hour	\$83.33	\$110,000

- 1) The County must notify Contractor in the case of non-performance and/or Analyst problems, and a Analyst is to be removed, Contractor will be given (30) thirty days for replacement.
- 2) The County is the sole judge of performance on behalf of this contract and the resulting actions thereof.
- 3) The County, upon signing the weekly time sheets for the Analyst, is authorizing acceptance of work and assuming liability for paying related and/or subsequent invoices.
- 4) The County will provide work space, computer equipment and time, security arrangements, appropriate software, materials and all other things necessary to fulfill Analyst's assignment.
- 5) The County will direct supervision over the Analyst's tasks and assignments.

Time Sheet Format

TIMESHEET										
Analyst Name										
Week Ending:										
										0
										0
										0
										0
										0
										0
										0
Total Hours Per Week:			0							

Remarks

Manager Signature

EXHIBIT C

INSURANCE REQUIREMENTS

During the term of this contract, Contractor agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$2.0 million per occurrence and \$4.0 million in the aggregate, including coverage on same for independent subcontractor(s). WILLIAMSON COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$2.0 million per occurrence and in the aggregate. Contractor shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1.0 million.
- E. In the event Contractor is self-insured in connection with any or all of the above-required insurance policies, Contractor shall submit proof of such self-insurance and all financial statements as reasonably required by the County in order to determine the acceptability of such self-insurance.

Contractor shall not commence any work under this contract until it has obtained all required insurance and such insurance or self-insurance has been approved by County. Contractor shall not allow any subcontractor(s) to commence work to be performed in connection with this contract until all required insurance has been obtained and approved. Approval of the insurance by County shall not relieve or decrease the liability of Contractor hereunder.

The required insurance must be written by a company approved to do business in the State of Texas with a financial standing of at least an A- rating, as reflected in Best's insurance ratings or by a similar rating system recognized within the insurance industry at the time the policy is issued. Contractor shall furnish County with a certification of coverage issued by the insurer. Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

It is the intention of the County, and agreed to and hereby acknowledged by the Contractor, that no provision of this contract shall be construed to require the County to submit to mandatory arbitration or mediation in the settlement of any claim, cause of action or dispute, except as specifically required in direct connection with an insurance claim or threat of claim under an insurance policy required under this Exhibit which absolutely requires arbitration or mediation of such claim, or as otherwise required by law or a court of law with jurisdiction over the provisions of this contract.

LANDSCAPE ARCHITECTURAL SERVICES FOR WILLIAMSON COUNTY WILLIAMS TRACT PARK

Commissioners Court - Regular Session

Date: 02/17/2009
 Submitted By: Patrick Strittmatter, Purchasing
 Submitted For: Patrick Strittmatter
 Department: Purchasing
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of Wednesday, March 18, 2009 at 1:00pm in the Purchasing Department to receive responses to Request for Qualifications (RFQ# 09WCRFQ904) for LANDSCAPE ARCHITECTURAL SERVICES FOR WILLIAMSON COUNTY WILLIAMS TRACT PARK.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 02/11/2009 02:33 PM

Final Approval Date: 02/12/2009

LANDSCAPE ARCHITECTURAL SERVICES FOR SOUTHWEST REGIONAL PARK WATER PLAY AREA

Commissioners Court - Regular Session

Date: 02/17/2009
 Submitted By: Patrick Strittmatter, Purchasing
 Submitted For: Patrick Strittmatter
 Department: Purchasing
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of Wednesday, March 18, 2009 at 2:00pm in the Purchasing Department to receive responses to Request for Qualifications (RFQ# 09WCRFQ905) for LANDSCAPE ARCHITECTURAL SERVICES FOR SOUTHWEST REGIONAL PARK WATER PLAY AREA.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 02/11/2009 02:38 PM

Final Approval Date: 02/12/2009

Consider awarding contract to Mullin & Lonergan Associates, Inc.
Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Patrick Strittmatter, Purchasing
Submitted For: Jonathan Harris
Department: Purchasing
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding contract to Mullin & Lonergan Associates, Inc. for Consultant to Provide Services to Develop the 2009-2014 Consolidated HUD Plan, RFP# 09WCP805.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
---------	----------	-------------	--------	----------

Attachments

Link: [Mullin & Lonergan Agreement](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 02/12/2009 09:21 AM
Final Approval Date: 02/12/2009

AGREEMENT FOR PROFESSIONAL SERVICES

BY AND BETWEEN

WILLIAMSON COUNTY

AND

MULLIN & LONERGAN ASSOCIATES, INC.

THIS AGREEMENT ("Agreement"), entered into as of this ____ th day of _____, 2009, by and between WILLIAMSON COUNTY, a political subdivision of the State of Texas, hereinafter referred to as the "Public Body", and MULLIN & LONERGAN ASSOCIATES, INC., hereinafter referred to as the "Consultant."

WITNESSETH THAT:

WHEREAS, Public Body has been designated as an entitlement Community Development Block Grant ("CDBG") entity by the U.S. Department of Housing and Urban Development (HUD) for participation in the Community Development Block Grant Program in accordance with the Community Development Act of 1974, as amended; and

WHEREAS, the Public Body has conducted a formal solicitation for consulting services to prepare the required five year consolidated plan and annual action plan; and

WHEREAS, as a result of the procurement process, the Public Body has designated Mullin & Lonergan Associates, Inc. as its consultant; and

WHEREAS, the Public Body desires to engage the Consultant to render certain technical advice and assistance in connection with such undertakings of the Public Body.

NOW, THEREFORE, the parties in this Agreement do mutually agree as follows:

I. SCOPE OF SERVICES

The Consultant shall perform and carry out in a satisfactory manner the preparation of a five year consolidated plan as described in Exhibit A, Scope of Services.

II. DATA AND SERVICES TO BE FURNISHED BY THE PUBLIC BODY

The Public Body will furnish or make available to the Consultant, HUD correspondence, local community development related correspondence, copies of planning documents, and other information and data as required. The Public Body will assist the Consultant in preparing a list of housing and social service stakeholders. The Public Body will provide meeting and interview space for stakeholder consultation, and will assist the Consultant

in contacting stakeholders and arranging the time and place of interviews and focus group meetings.

III. TIME OF PERFORMANCE

The Consultant will commence work immediately upon the complete execution of this Agreement. It is understood that the consolidated plan must be submitted to HUD by August 15, 2009. The Consultant will be responsible for completing any required revisions to the consolidated plan requested by HUD.

IV. COMPENSATION AND METHOD OF PAYMENT

The lump sum not to exceed fee for the preparation of the five year consolidated plan is \$29,500.

The Consultant shall be entitled to monthly progress payments based on the percentage completion of the overall assignment. In each invoice, the Consultant will certify to the percentage completion of the scope of services. Public Body's payment for services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by Public Body within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by Public Body in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Public Body's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, Public Body shall notify Consultant of the discrepancy. Following Public Body's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. Public Body shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. Public Body's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

V. OTHER TERMS AND CONDITIONS

This Agreement is subject to Part II – Terms and Conditions, a copy of which is attached hereto.

IN WITNESS WHEREOF, the Public Boyd and the Consultant have executed this Agreement as of the date first written above.

ATTEST:

WILLIAMSON COUNTY

Dan A. Gattis, Williamson County Judge

ATTEST:

Karen C. Allet

MULLIN & LONERGAN ASSOCIATES, INC.

Eric Fulmer
Eric Fulmer, Chairman

SIGN
HERE

W:\CLIENT\TEXAS\Williamson County\Sales\5 yr CP contract.DOC

EXHIBIT A

SCOPE OF SERVICE

Mullin & Lonergan Associates, Inc. ("Consultant") will provide Williamson County, Texas, a political subdivision of the State of Texas ("Public Body") with the following services relative to the preparation of the Annual Action Plan for FY 2009 and the Five Year Consolidated Plan for the period FY 2009 to FY 2013.

The Housing and Community Development Five-Year Strategy [24 CFR 91.215]

The Consultant will prepare the Housing and Community Development Five-Year Strategy, which sets priorities, objectives, outcomes, actions and benchmarks, and links strategy priorities, and outcomes to specific 2009-2014 Action Plan projects.

The following are tasks in which the Consultant will be responsible for in preparing the Housing and Community Development Five-Year Strategy as required by the Consolidated Plan regulations [24 CFR 91.215]:

- The Consultant shall develop a format that will link current and future one-year action plan projects to the five-year strategy. Linking projects to the strategy will facilitate the tracking of projects and preparation of the Consolidated Annual Performance and Evaluation Report required by HUD.
- In developing the format, the Consultant must incorporate Performance Measurement data required by HUD.
- The Consultant shall review other County Department strategic plans and include any relative information from these plans that may further articulate the Institutional Structure and Coordination of the Urban County Program in implementing the priorities and objectives of the Consolidated Plan's Five-Year Strategy.
- The Consultant must use HUD's CPMP tool to develop the Housing and Community Development Five-Year Strategy. All sections of the Consolidated Plan CPMP tool must be addressed.
- The Consultant shall address all other requirements according to the Consolidated Plan regulations [24 CFR 91.215].

The 2008-2009 One-Year Action Plan [24 CFR 91.220]

The Williamson County CDBG office ("CDBG Office") will prepare the Proposed Project Pages, certifications and application forms that are to be included in the one year Action Plan.

The Consultant will be responsible for preparing the 2009 One-Year Action Plan [24 CFR 91.220]:

- The Consultant shall integrate the 2009 One-Year Action Plan into the 2009-2014 Consolidated Plan by editing the plan and ensuring that the formats are consistent using HUD's CPMP tool.
- The Consultant shall produce computer-generated maps to indicate geographically how Williamson County will direct assistance to low-income and minority concentrated areas during fiscal year 2009. These maps must be included in the 2009 One-Year Action Plan.

ANNUAL ACTION PLAN FOR FY 2009

Consultant will use HUD's CPMP tool to prepare the Annual Action Plan. Each FY 2009 activity will be linked to the objectives and performance outcomes in the Five Year Consolidated Plan.

1. SF 424
2. Action Plan Executive Summary - The Action Plan Executive Summary will include objectives and anticipated outcomes of FY 2009 activities, as well as an evaluation of past performance.
3. Description of FY 2009 activities- The Action Plan will include CPMP entries for each activity to be carried out with FY 2009 funds.
4. Narrative Responses to General Questions
 - a. The plan will describe the geographic areas of the jurisdiction (including areas of low-income families and/or racial/minority concentration) in which assistance will be directed during the next year. The plan will include an estimate of the percentage of funds the jurisdiction plans to dedicate to target areas.
 - b. The plan will describe the basis for allocating investments geographically within the jurisdiction during the next year and the rationale for assigning the priorities.
 - c. The plan will describe actions that will take place during the next year to address obstacles to meeting underserved needs.
 - d. The plan will identify the federal, state, and local resources expected to be made available to address the needs identified in the plan. Resources will include Section 8 funds made available to the jurisdiction, Low-Income Housing Tax Credits, and competitive McKinney-Vento Homeless Assistance Act funds.
5. Program Management Issues
 - a. The plan will identify the lead agency, entity, and agencies responsible for administering programs covered by the consolidated plan.
 - b. The plan will identify the significant aspects of the process by which the plan was developed, and the agencies, groups, organizations, and others who participated in the process.

- c. The plan will describe actions that will take place during the next year to enhance coordination between public and private housing, health, and social service agencies.
- 6. Citizen Participation/Public Outreach
 - a. The plan will provide a summary of the citizen participation process.
 - b. The plan will provide a summary of citizen comments or views on the plan.
 - c. The plan will provide a summary of efforts made to broaden public participation in the development of the consolidated plan, including outreach to minorities and non-English speaking persons, as well as persons with disabilities.
 - d. The plan will provide a written explanation of comments not accepted and the reasons why these comments were not accepted.
- 7. Institutional Structure
 - a. The plan will describe actions that will take place during the next year to develop institutional structure.
- 8. Monitoring
 - a. The plan will describe actions that will take place during the next year to monitor its housing and community development projects and ensure long-term compliance with program requirements and comprehensive planning requirements.
- 9. Lead-based Paint
 - a. The plan will describe the actions that will take place during the next year to evaluate and reduce the number of housing units containing lead-based paint hazards in order to increase the inventory of lead-safe housing available to extremely low-income, low-income, and moderate-income families, and how the plan for the reduction of lead-based hazards is related to the extent of lead poisoning and hazards.
- 10. Specific Housing Objectives
 - a. The plan will describe the priorities and specific objectives the jurisdiction hopes to achieve during the next year.
 - b. The plan will describe how federal, state, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.
- 11. Needs of Public Housing
 - a. The plan will describe the manner in which the plan of the jurisdiction will help address the needs of public housing and activities it will undertake during the next year to encourage public housing residents to become more involved in management and participate in homeownership.

- b. If the public housing agency is designated as “troubled” by HUD or otherwise is performing poorly, the plan will describe the manner in which it will provide financial or other assistance in improving its operations to remove such designation during the next year.

12. Barriers to Affordable Housing

- a. The plan will describe the actions that will take place during the next year to remove barriers to affordable housing.

13. Homeless Prevention

- a. Sources of Funds – The Plan will identify the private and public resources that the jurisdiction expects to receive during the next year to address homeless needs and to prevent homelessness. The plan will describe the jurisdiction’s plan for the investment and use of funds directed toward homelessness.
- b. Homelessness – The plan will describe how the action plan will address the specific objectives of the Strategic Plan and, ultimately, the priority needs identified. The plan will also identify potential obstacles to completing these action steps.
- c. Chronic homelessness – The plan will describe the specific planned action steps it will take over the next year aimed at eliminating chronic homelessness by 2012. The plan will identify barriers to achieving this goal.
- d. Homelessness prevention – The plan will describe planned action steps over the next year to address the individual and families with children at imminent risk of becoming homeless.
- e. Discharge Coordination Policy – The plan will describe planned activities to implement a cohesive, community-wide Discharge Coordination Policy, and how, in the coming year, the community will move toward such a policy.

14. Community Development

- a. The plan will identify the jurisdiction’s priority non-housing community development needs eligible for assistance by CDBG eligibility category specified in the Community Development Needs Table.
- b. The plan will identify specific long-term and short-term community development objectives (including economic development activities that create jobs), developed in accordance with the statutory goals described in Section 24 CFR 91.1 and the primary objective of the CDBG program to provide decent housing and a suitable living environment and expand economic opportunities, principally for low- and moderate-income persons.

Each specific objective developed to address a priority need will be identified by number and contain proposed accomplishments, the time

period (i.e., one, two, three, or more years), and annual program year numeric goals the jurisdiction hopes to achieve in quantitative terms, or in other measurable terms.

15. Anti-Poverty Strategy

- a. The plan will describe the actions that will take place during the next year to reduce the number of poverty level families.

16. Non-Homeless Special Needs

- a. The plan will describe the priorities and specific objectives the jurisdiction hopes to achieve for the period covered by the Action Plan.
- b. The plan will describe how federal, state, and local public and private sector resources that are reasonably expected to be available will be used to address identified needs for the period covered by this Action Plan.

FIVE-YEAR CONSOLIDATED PLAN

Consultant will assist the Public Body in preparing the **Five Year Consolidated Plan (CP)** for submission to the U.S. Department of Housing and Urban Development. In preparing this document, we will be guided by the Part 91 regulatory requirements, our general background and experience in preparing consolidated plans, and the Public Body's CP planning procedures that have worked well in the past.

Consultant will begin work on this assignment by reviewing previous plans, studies, policies and strategies prepared by and/or for the community.

Consultant will update the 2000 Census data with more recent American Community Survey (ACS) data to the extent that it is available. Consultant will not expect the Public Body to collect or update any census data; however, Consultant will expect the Public Body to provide local information that may assist in preparing the CP. Such information may include building permit data, demolition data, building condition data, homeless point-in-time survey results, etc.

The Five Year CP will be prepared in a manner that incorporates HUD's CPMP Tool format. Approach to preparing the CP is as follows:

Executive Summary

Consultant will prepare a concise executive summary that describes the major objectives and anticipated outcomes identified in the CP, including a summary of past performance.

Consultation and Citizen Participation

At the outset of the consolidated planning process, Consultant will work with the Public Body to refine the list of stakeholders whose input would be sought during the preparation of the plan. Social service and housing stakeholders may include:

- Non-profit housing development organizations

- CHDO's
- Homeless organizations
- Human and social service organizations
- Georgetown Housing Authority
- Williamson County Habitat for Humanity
- Local and regional health service agencies and child service agencies (lead paint issues)
- Contiguous local units of government (non-housing community development needs)

The Consultant shall conduct forums for community leaders, representatives and advocates from a cross-section of the community including community-based organizations, service providers for the homeless and the disabled, public housing residents, business and economic development interests, and County and other governmental departments. The forums will serve as part of the consultation process required by HUD (see 24 CFR 91.100).

Forums should consist of the following topics:

- Linking Community Development and Anti-Poverty Efforts
- Fostering Economic Development Opportunities through Community Development
- Preserving Affordable Housing
- Helping Persons with Special Needs: Housing, Services, and Facilities

The following are tasks for which the Consultant will be responsible in conducting the forums:

- THE CONSULTANT SHALL CONDUCT AND FACILITATE THREE (3) FORUMS FOR COMMUNITY LEADERS IN ORDER TO ASSESS NEEDS AND STRATEGIES FOR THE CONSOLIDATED PLAN.
- THE CONSULTANT WILL BE RESPONSIBLE, WITH THE ASSISTANCE OF THE CDBG OFFICE, FOR DEVELOPING AGENDAS AND TOPICS TO BE DISCUSSED FOR EACH FORUM.
- THE CONSULTANT SHALL MAKE ALL NECESSARY COPIES OF AGENDAS AND ANY OTHER HANDOUTS FOR THE FORUMS.
- THE CONSULTANT SHALL USE THE INFORMATION COLLECTED DURING THE FORUMS AND INCORPORATE THE INFORMATION INTO THE CONSOLIDATED PLAN'S NEEDS ASSESSMENT, STRATEGIC PLAN, AND OTHER SECTION AS APPROPRIATE.
- THE CONSULTANT WILL WRITE UP SUMMARIES OF EACH FORUM INCLUDING, BUT NOT LIMITED TO, TOPICS ADDRESSED, MEETING NOTES, AND ATTENDEES. THESE SUMMARIES MUST BE INCLUDED IN THE CONSOLIDATED PLAN.

Citizen Participation Process: Assessing Survey Results

For the 2009-2014 Consolidated Plan, four (4) community meetings throughout the County will be held to solicit input on housing and community development needs. During the community meetings, a survey of the residents will be conducted to identify and prioritize the community's housing and non-housing needs for the next five (5) years.

The survey will also be disseminated to public housing sites and through various other methods of distribution. The County will distribute the survey and will post it on the County's web site. The Consultant will be required to assess the survey results and incorporate them into the various sections of the Consolidated Plan.

The Consultant will be responsible for the following tasks involving assessing the survey results and including them in the Consolidated Plan:

- The Consultant shall assess and analyze the survey results and include them in the Consolidated Plan's need assessment sections using tables or matrices.
- The Consultant shall include narratives in the Consolidated Plan's need assessment sections describing the survey results.

Citizen Participation Process: Develop the Citizen Participation Plan and Summary

The Citizen Participation Plan will describe opportunities for the public to be involved during the five-year Consolidated Plan cycle as required by HUD (see 24 CFR 91.105).

The following are tasks in which the Consultant will be responsible for relative to developing the Citizen Participation Plan and Citizen Participation Summary:

The Consultant will develop a Citizen Participation Summary which describes how the public was involved in the development of the Consolidated Plan, Action Plan and how the public will be included in future Action Plans. The Citizen Participation Summary must be included in the Consolidated Plan and Action Plan.

The Housing and Community Development Needs Assessment

The Consultant will prepare the Housing and Community Development Needs Assessment in accordance with federal regulations as cited herein. This includes assessment of the County's housing and homeless needs [24 CFR 91.205] and non-housing community development needs [24 CFR 91.215(e)(1)] and preparation of a Housing Market Analysis [24 CFR 91.210]. The Consolidated Plan Regulations are outlined in 24 Code of Federal Regulations Part 91.

The following are tasks in which the Consultant will be responsible for in preparing the Housing and Community Needs Assessment:

- The Consultant shall prepare the Housing and Community Needs Assessment in accordance with the Federal Regulations cited above.
- The Consultant shall prepare maps to illustrate low- and moderate- income areas, population by race and ethnicity, unemployment population, poverty population, and other maps as requested. These maps must be incorporated into the relevant sections of the Housing and Community Development Needs Assessment.
- The Consultant shall prepare the Housing and Community Development Needs Assessment with the most recent data available including, but not limited to, housing price data, public housing information, and homeless need data. The 2000 Census should only be used when other data is not available.
- The Consultant shall prepare the Housing and Community Needs Assessment so that it is reader friendly to the public. This will include using charts, tables, and matrices where necessary to convey data so that the relevant sections are clear and concise.

The Consultant shall use HUD's Consolidated Plan Management Process (CPMP) Tool in developing the Housing and Community Needs Assessment and provide all necessary information required by the CPMP tool.

Housing data will also reflect consultations conducted with housing provider agencies, non-profit organizations and social service agencies (including those focusing on services to children, elderly persons, persons with disabilities, persons with HIV/AIDS and homeless persons) that provide assisted housing, health services and social services.

1. Categories of Persons Affected - The Consolidated Plan will describe the Public Body's need for assistance for extremely low income, very low income, low income and moderate income families, for renters and owners, elderly persons, large families and persons with disabilities. Consultant will utilize 1990, 2000, and more recent census data, if available. The description of housing needs will also include a discussion of the degree of cost burden and severe cost burden, overcrowding (especially for large families), and substandard housing conditions being experienced by extremely low income, very low income, low income and moderate income renters and owners compared to the community as a whole.

For any of the categories of households enumerated above, to the extent that any racial or ethnic group is identified to have a disproportionately greater need in comparison to the needs of that category of household as a whole, an assessment of that specific housing need will be included. (Disproportionately greater need exists when the percentage of persons in a category of housing need who are members of a particular racial or ethnic group is at least 10 percentage points higher than the percentage of persons in the category as a whole.)

In particular, we will describe the needs of public housing residents and families on the PHA's public housing and Section 8 housing choice voucher program waiting list.

If required by HUD, the Consolidated Plan will also identify the size and characteristics of the population with HIV/AIDS and their families residing within the metropolitan statistical area.

2. Homeless Needs - The Consolidated Plan will describe the nature and extent of homelessness within Williamson County. Consultant will utilize 1990 and 2000 Census data, as well as stakeholder interviews with homeless provider agencies and operators of shelters and transitional housing facilities. The consolidated plan will include an estimate of the special needs of various categories of families and individuals who are chronically homeless or are threatened with homelessness (such as persons with mental illness or with substance abuse problems). The Public Body's consolidated plan will also contain a narrative description of the nature and extent of homelessness by racial and ethnic group, to the extent that this information is available.
3. Lead-Based Paint Hazards - The consolidated plan will estimate the number of housing units within Williamson County that contain lead-based paint hazards and are occupied by low income or very low income families.

Housing Market Analysis

1. General Characteristics - The Consolidated Plan will describe the significant characteristics of Williamson County's housing market, including such aspects as the supply, demand, condition and cost of housing, the housing available to serve persons with disabilities, and the housing available to serve persons with HIV/AIDS and their families. In completing this analysis, Consultant will utilize 1990 and 2000 census data, updated with 2007 ACS data, as available. The Consolidated Plan will identify and describe any areas within Williamson County with concentrations of racial/ethnic minorities and/or low income families. The terms "area of low income concentration" and "area of minority concentration" will be defined. In addition, we will estimate the number of vacant and abandoned buildings and determine, to the maximum extent feasible, whether there are vacant dwelling units in these buildings that are suitable for rehabilitation.
2. Public and Assisted Housing - Consultant will consult directly with the Georgetown Housing Authority in preparing the Public and Assisted Housing element of the Consolidated Plan. The Public Body's Consolidated Plan will describe the number of public housing units in Williamson County, the physical condition of these units, the restoration and revitalization needs, results from the Section 504 needs assessment and the Authority's strategy for improving the management and operation of public housing within Williamson County. The Consolidated Plan will also include the Housing Authority's strategy for improving the living environment of low and very low income families residing in public housing. The Consolidated Plan will also identify the public housing residential communities which will be improved with Capital Fund resources

from HUD. Activities covered by the Consolidated Plan that are being coordinated or jointly funded with the Capital Fund Program will be identified by project and referenced to the approved Capital Fund Program.

3. Local, State, or Federally Funded Programs - The Consolidated Plan will include a description of the number and targeting (income level and type of household served) of units currently assisted by local, state or federally funded programs, and an assessment of whether any such units are expected to be lost from the assisted housing inventory for any reason.
4. Homeless Facilities - The Consolidated Plan will include an inventory of facilities and supportive service programs that meet the emergency shelter, transitional housing, permanent supportive housing and permanent housing needs of chronically homeless persons within Williamson County. Consultant will consult directly with public agencies and non-profit organizations that address homeless needs in Williamson County and surrounding areas.
5. Barriers to Affordable Housing - The Consolidated Plan will explain whether the cost of housing or the incentives to develop, maintain, or improve affordable housing in Williamson County are affected by public policies, including tax policies affecting land and other property, land use controls, zoning ordinances, building codes, fees and charges, growth limits, and the policies that affect the return on residential investment.
6. Institutional Structure - The Consolidated Plan will explain the institutional structure including private industry, non-profit organizations and public institutions through which the Public Body will carry out its housing and community development plan, assessing the strengths and gaps in the delivery system.
7. Governmental Cooperation - With respect to the public entities involved, the Consolidated Plan will describe the means of cooperation among the state and any units of general local government in the metropolitan area in the development and submission of the Public Body's Consolidated Plan.

Strategic Plan

1. General – Based on input received from the public, Public Body officials, and stakeholders, and based on the statistical analysis, Consultant will define priority needs within the community. Consultant will meet with Public Body officials to review the needs statement. For each of the priority needs identified in the priority need table prescribed by HUD, the Consolidated Plan will include:
 - The reasons for the Public Body's choice of priority needs, describing the choice in terms of housing need (income, tenure, housing problems) and identifying obstacles for addressing the underserved needs;
 - The specific objectives associated with each objective identifying the key goals in quantitative terms along with numeric and other

measurable indicators of progress and a timeframe for completion;
and

- A description of the Public Body's resource allocation geographically within its jurisdiction and among different activities.

2. Resources - Consultant will make recommendations to Public Body officials relative to other state and federal resources that can be utilized to implement the Public Body's Consolidated Plan.

- Federal Resources
The Consolidated Plan will describe the expected federal resources to be available to the Public Body to address the needs identified within the Consolidated Plan.
- Other Resources
The Consolidated Plan will indicate the resources from private and non-federal public sources that are reasonably expected to be available to the Public Body to address the needs identified in the Consolidated Plan. The Consolidated Plan will include an explanation of how the federal resources will leverage additional resources, including a description of how matching requirements of HUD programs will be satisfied.

3. Affordable Housing - The Consolidated Plan will include the number of families to whom the Public Body will provide affordable housing. Consultant will base this projection on the amount of CDBG funds expected to be budgeted by the Public Body for affordable housing activities. The Consolidated Plan will also include the priority housing needs table prescribed by HUD. In addition, the Public Body's strategy will cover any other types of affordable housing that would meet the needs identified in the priority needs table. The Consolidated Plan will describe the basis for assigning the relative priority given to a particular group's needs and indicate how the characteristics of the housing market will influence the use of funds made available for rental assistance, production of new units, rehabilitation of old units, or acquisition of existing units. The CP will also include a summary of priority of housing and supportive service needs of persons that are not homeless but who may or may not require supportive housing

4. Homelessness - The Consolidated Plan will include the priority homeless needs table prescribed by HUD and a description of the Public Body's strategy for identifying resources to be used for the following:

- Helping low income families avoid homelessness;
- Reaching out to chronically homeless persons and assessing their individual needs;
- Addressing the emergency shelter and transitional housing needs of homeless persons; and

- Helping chronically homeless persons make the transition to permanent housing and independent living.

In establishing the priority homeless needs, Consultant will work with the local organizations that provide housing for homeless persons.

5. Non-Housing Community Development Needs - Relative to the Public Body's CDBG Program, the Consolidated Plan will describe the Public Body's priority non-housing community development needs eligible for assistance under HUD's community development programs by CDBG eligibility category. This needs statement will reflect the needs of persons or households, as appropriate, in terms of dollar amounts estimated to meet the priority need for the type of activity, in accordance with the table prescribed by HUD. In arriving at the needs statement for non-housing activities, Consultant will consult with Public Body officials to determine the need and relative priority of infrastructure projects and economic development projects. The community development plan component of the Consolidated Plan will state the Public Body's long-term and short-term community development objectives.
6. Barriers to Affordable Housing - The Consolidated Plan will describe the Public Body's strategy to remove or ameliorate negative effects of public policies that serve as barriers to affordable housing. If required by HUD, Consultant will prepare an Analysis of Impediments to Fair Housing under a separate contract.
7. Public Housing Resident Initiatives - The Consolidated Plan will describe the Public Body's activities to encourage public housing residents to become more involved in management and participate in homeownership. In preparing this section of the Consolidated Plan, Consultant will consult with the director and staff of the Georgetown Housing Authority.
8. Lead-Based Paint Hazards - The Consolidated Plan will outline the actions proposed or being taken to evaluate and reduce lead-based paint hazards, and a description of how lead-based paint hazard reduction will be integrated into housing policies and programs. Consultant will link the lead hazard plan to the documented extent of lead poisoning in the community.
9. Anti-Poverty Strategy - The Consolidated Plan will describe the Public Body's goals, programs and policies for reducing the number of poverty level households and how the Public Body's goals, programs and policies for producing and preserving affordable housing will be coordinated with other programs and services for which the Public Body is responsible and the extent to which they will reduce or assist in reducing the number of households with incomes below the poverty line. Typical elements of the anti-poverty strategy involve the establishment of linkages between the poverty stricken population and sources of education, child care and employment. Consultant will explore these issues with Williamson County economic development officials.

10. Neighborhood Revitalization – To the extent that the CP proposes a Neighborhood Revitalization Strategy Area, the CP will identify long-term and short-term objectives for the designated area in terms of outputs and outcomes.
11. Institutional Structure - The Consolidated Plan will describe the Public Body's strategy to overcome the gaps in the institutional structure for carrying out its strategy for addressing its priority needs.
12. Coordination - The Consolidated Plan will describe the Public Body's activities to enhance coordination between public and assisted housing providers, homeless providers and private and governmental health, mental health, and service agencies. The Consolidated Plan will describe the means of cooperation and coordination between the state and any units of general local government in the implementation of its strategy, including activities to encourage public housing residents to become more involved in management and participate in homeownership. Consultant will define the various public agencies, non-profit organizations and private developers that play a role in the creation of affordable housing and will identify opportunities for communication and coordination between the various participants. With respect to economic development, Consultant will describe coordination efforts between private industry, developers, businesses and social service agencies.

Publishing the CP

Consultant will provide the Public Body with a draft of the CP for review and comment. Prior to publication of the final CP and submission to HUD, Public Body officials would provide Consultant with public comments and staff feedback. Any final revisions to the CP would be made at this time. Consultant will provide the Public Body with both paper and electronic versions of the final CP.

Format and Presentation

Draft and final 2009-2014 Consolidated Plan and 2009 Action Plan must be available for viewing in two (2) separate formats, in printed form and on CD-ROM. Documents must be of high quality, easily read and understood and include Executive Summaries.

The following are tasks in which the Consultant will be responsible for in terms of Consolidated and One-year Action Plan formatting and presentation:

- The Consultant shall include Executive Summaries in both the Consolidated Plan and One-Year Action Plan that are easy to read and summarizes key information from each section of the documents.

- The Consultant shall develop the Consolidated Plan and Action Plan to include graphs, charts, matrices, pictures, maps, tables or graphics to clearly convey information to the public, as needed.
- The Consultant shall provide three (3) bound copies of all drafts submitted as well as a master copy of each document in Microsoft Word and/or Excel with all supporting files on CD-ROM disk.
- The Consultant shall provide six (6) bound copies of each final document, as well as, a master copy of each document in Microsoft Word and/or Excel with all supporting files on CD-ROM disk. The County will have ownership of all final products.
- The Consultant shall place the documents on a CD-ROM disk in Adobe Portable Document Format (PDF) allowing the finished document to be posted on the County's Internet Web Site.

Project Scheduling, Technical Consultation, and Support During the Consolidated Plan Approval Process

The Consultant shall provide the following to meet the requirements of project scheduling, technical consultation and support:

The Consultant shall prepare a detailed schedule of performance that will encompass all phases of the Consolidated Plan development including research, citizen participation, development, and the submission and approval process. The schedule must include, but not be limited to, the following elements:

- One meeting per month with Commission staff during the contract with the option of more meetings to be scheduled as needed during the Consolidated Plan development to coordinate and oversee the final phases of the project.
- A listing of a minimum of three (3) forums to obtain input as previously described.
- A listing of a minimum of four (4) community meetings to obtain input as previously described.
- The establishment of target dates for completion of all the specific work requirements described herein.
- The establishment of target dates for preliminary, rough and final draft Consolidated Plan product submission.
- Projected dates for final Consolidated Plan document review by staff and executive management, as well as public review and comment and final Commissioners' Court review and approval.

Agreement for Professional Services

Part II - Terms and Conditions

1. **Termination of Agreement for Cause.** If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Public Body shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Public Body, become its property and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the Public Body for damages sustained by the Public Body by virtue of any breach of the Agreement by the Consultant, and the Public Body may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due the Public Body from the Consultant is determined.

2. **Termination for Convenience of the Public Body.** The Public Body may terminate this Agreement at any time by giving at least ten (10) days notice in writing to the Consultant. If the Agreement is terminated by the Public Body as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. If this Agreement is terminated due to the fault of the Consultant, Paragraph 1 hereof relative to termination shall apply.
3. **Reports and Information.** The Consultant, at such times and in such forms as the Public Body may require, shall furnish the Public Body such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
4. **Patent Rights.** Whenever any invention, improvement or discovery is made or conceived or for the first time actually or constructively reduced to practice by the Consultant or its employees in the course of, in connection with, or under the terms of this Agreement, the Consultant shall immediately give the Public Body written notice thereof and shall promptly thereafter furnish the Public Body with complete information thereon. The Public Body shall have the sole and exclusive power to determine whether or not and where a patent application shall be filed and to determine the disposition, improvement or discovery, including title to and rights under any patent application or patent that may issue thereon. The determination of the Public Body on all of these matters shall be accepted as final. The Consultant warrants that all of its employees who may be the inventors will execute all documents and do all things necessary or proper to the effectuation of such determination.

Except as otherwise authorized in writing by the Public Body, the Consultant shall obtain patent agreements to effectuate the provisions of this article from all persons who perform any part of the work under this Agreement except such clerical and manual labor personnel as will have no access to technical data.

Except as otherwise authorized in writing by the Public Body, the Consultant will insert in each subcontract having experimental, developmental or research work as one of its purposes, provisions making this clause applicable to the subcontractor and its employees.

If the Public Body obtains patent rights pursuant to this article, the Consultant shall be offered license rights thereto on terms at least as favorable as those offered to any firm.

5. **Copyright.** No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.
6. **Records and Audits.** The Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the Public Body to assure proper accounting for all project funds. These records will be made available for audit purposes to the Public Body, any subgrantee, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives.
7. **Retention of Records.** All accounts and records as required under item #6 above shall be retained by the Consultant for five years after the expiration of this Agreement unless permission to destroy them is granted by the Public Body.
8. **Clean Air Act and Clean Water Act Compliance.** Compliance with the applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15) is required for all contracts, subcontracts and subgrants of amounts in excess of \$100,000. For all such contracts, all contractors and subcontractors agree to the following requirements:
 - a. A stipulation by the Consultant or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
 - b. Agreement by the Consultant to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
 - c. A stipulation that as a condition for the award of the Agreement, prompt notice will be given of any notification received from the Director, Office of Federal Activities,

EPA indicating that a facility utilized or to be utilized for the Agreement is under consideration to be listed on the EPA List of Violating Facilities.

- d. Agreement by the Consultant that he will include or cause to be included the criteria and requirements in paragraph (a) through (d) of this section in every nonexempt subcontract and requiring that the Consultant will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

9. **Energy Conservation Provisions.** Consultant must recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
10. **Compliance with the Americans with Disabilities Act.** Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. 35.101 et seq, the Consultant understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Consultant agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title II of the Americans With Disabilities Act.

The Consultant shall be responsible for and agrees to indemnify and hold harmless the public body and any grantor agency from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the Public Body and any grantor agency as a result of the Consultant's failure to comply with the provisions of the above paragraph.

11. **Changes.** The Public Body may, from time to time, request changes in the scope of the services of the Agreement to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are mutually agreed upon by and between the Public Body and the Consultant shall be incorporated in written amendments to this Agreement.
12. **Assignability.** The Consultant shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Public Body. Provided, however, that claims for money by the Consultant from the Public Body under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Public Body.
13. **Compliance with Federal, State and Local Laws.** The Consultant shall comply with all applicable laws, ordinances and codes of the Federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work embraced by this Agreement.

14. **Executive Order 11246**

- a. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
- b. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

15. **Title VI of the Civil Rights Act of 1964.** No person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal funds.

16. **Section 109 of the Housing and Community Development Act of 1974.** No person in the United States shall on the grounds of race, color, national origin or sex be excluded from participation in, or be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. **Fair Housing** No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government.

18. **“Section 3” Compliance in the Provision of Training, Employment and Business Opportunity.**

Every applicant, recipient, contracting party, contractor and subcontractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with a Section 3 covered project, the following clause (referred to as a Section 3 clause):

- a. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to the Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - c. The Consultant agrees send to each labor organization or representative of workers with which the Consultant has a collective bargaining agreement or other understanding, if any, a notice advising the said labor organization or workers' representative of Consultant's commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the sections 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions and the anticipated date the work shall begin.
 - d. The Consultant agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where the Consultant has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
 - e. The Consultant will certify that any vacant employment positions, including training positions, that are filled (1) after the Consultant is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Consultant's obligations under 24 CFR Part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
19. The Undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, 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 contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

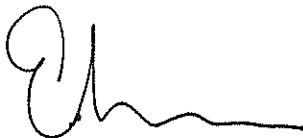
20. **Force Majeure.** If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this 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.
21. **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.

22. **INDEMNIFICATION.** CONSULTANT SHALL INDEMNIFY, DEFEND, PROTECT, AND SAVE HARMLESS PUBLIC BODY, 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 CONSULTANT OR ANY OF ITS EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT.
23. **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.
24. **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 or entity any rights, remedies or any other type or types of benefits.
25. **Construction.** Each party to this Agreement acknowledges that it and its counsel have reviewed this Agreement and that the normal rules of construction are not applicable and there will be no presumption that any ambiguities will be resolved against the drafting party in the interpretation of this Agreement.
26. **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.
27. **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 Public Body, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Public Body 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.
28. **Appropriation of Funds by Public Body.** Public Body believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the Public Body's payment of amounts under this Agreement is contingent on the Public Body receiving appropriations or other expenditure authority sufficient to allow the Public Body, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.
29. **Authority to Enter Into Agreement.** The parties to this Agreement each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to

lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a party warrants that he or she is duly authorized to enter into this Agreement on behalf of such party and to bind it to the terms hereof.

30. **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 PUBLIC BODY 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.

2-11-09
Date


Signature of Consultant

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Voluntary Duty Pay, B/A, 2/17/09
Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional revenues for January 2009 Voluntary Duty.

Background

Voluntary Duty for law enforcement is now paid through payroll. The contracting agencies pay the county directly a gross amount that covers all expenses associated with voluntary duty in addition to an administration fee.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.341220	Voluntary Duty Rev, SO	\$1,084.15	01
	0100.0576.341226	Voluntary Duty Rev, Juv Svcs	\$166.79	02
	0100.0560.341230	Voluntary Duty Admin Fee	\$99.06	03

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore Started On: 02/09/2009 02:58 PM
Final Approval Date: 02/12/2009

Voluntary Duty Pay, B/A, 2/17/09
Commissioners Court - Regular Session

Date: 02/17/2009
Submitted By: Lisa Moore, County Auditor
Submitted For: David Dukes
Department: County Auditor
Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider an order declaring an emergency and a grave necessity due to unforeseeable circumstances and approve a budget amendment to acknowledge additional expenditures for January 2009 Voluntary Duty pay.

Background

Voluntary Duty for law enforcement is now paid through payroll. The contracting agencies pay the county directly a gross amount that covers all expenses associated with voluntary duty in addition to an administration fee.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100.0560.001117	Voluntary Duty Pay	\$877.50	01
	0100.0560.002010	FICA	\$67.13	02
	0100.0560.002020	Retirement	\$95.65	03
	0100.0560.002050	Worker's Comp	\$43.88	04
	0100.0576.001117	Voluntary Duty Pay	\$135.00	05
	0100.0576.002010	FICA	\$10.33	06
	0100.0576.002020	Retirement	\$14.72	07
	0100.0576.002050	Worker's Comp	\$6.75	08

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Lisa Moore
Started On: 02/09/2009 03:04 PM
Final Approval Date: 02/12/2009

