

NOTICE TO THE PUBLIC
WILLIAMSON COUNTY COMMISSIONER'S COURT
JUNE 2ND, 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. Review and approval of minutes.
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 – 11)

5. Discuss and consider approving a line item transfer for JP#1

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004100	Non Dept/Prof Svcs	\$40,000	
To	0100-0451-004190	JP#1/Autopsies	\$40,000	

6. Discuss and consider approving a line item transfer for the 26th District Court

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0436-004999	Misc.	400.00	
To:	0100-0436-004231	Travel	400.00	

7. Consider and take appropriate action on authorizing the transfer of various items including vehicles to auction/donation/destruction. (Complete list filed with official minutes)
8. Consider approving the investment report for April 2009 which was approved by the investment committee on May 20, 2009.
9. Discuss and consider two (2) month road closure and detour at 1800 CR 109, Pct. 4.
10. Discuss and take appropriate action regarding Agreement between Emergency Service District #3, Hutto, TX and Williamson County.
11. Discuss and take appropriate action regarding ESD#3 Hutto's request for 30 day extension from June 1st deadline to file annual audit.

REGULAR AGENDA

12. Discuss and take appropriate action on road bond program.
13. Cancel Public Hearing for Long Range Transportation Plan on June 4, 2009 at 6:30 p.m. and reschedule.
14. Hear Presentation from Ivonne Espada-Simeon, US Census Bureau regarding County Participation Program and Overview of 2010 Census
15. Discuss and consider approving the FY 2010 Family Preservation Resolution.
16. Discuss and take action on contract amendment on Memorandum of Understanding with Williamson County School Districts in regard to the Juvenile Justice Alternative Education Program.

17. Discuss and take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.
18. Discuss and take appropriate action on renewal agreement with the Texas Workforce for Precinct Two Constable.
19. Discuss and take appropriate action on terminating the Third Party Administration and Utilization Management Services Agreement with Covenant Management Systems, LP (Mediview).
20. Discuss and take appropriate action on allocating \$250,000 of FY2008 Community Development Block Grant (CDBG) funds for the City of Jarrell Water Project to help pay for engineering and infrastructure costs.
21. Discuss and take action on appointing Ashley Reeves to ESD #5. Ashley Reeves will be replacing Scott Kreller whose term expires November 17, 2010.
22. Consider authorizing advertising and setting date of July 9, 2009 at 2:00pm in the Purchasing Department to receive RFQ responses for PROFESSIONAL ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR THE WILLIAMSON COUNTY EMERGENCY SERVICES OPERATIONS CENTER project, RFQ# 09WCRFQ907.
23. Consider awarding contract to RVi Planning and Landscape Architecture and Graphic Design for LANDSCAPE ARCHITECTURAL SERVICES FOR SOUTHWEST REGIONAL PARK WATER PLAY AREA, RFQ# 09WCRFQ905.
24. Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Health District

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100-0630-004905	Hlth Dist/Pynt to Indigents	\$1,600,000	
	0100-0630-000346	Hlth Dist/Tsfr to Medicaid UPL	\$100,000	

25. Discuss and take appropriate action regarding current pending legislation.

EXECUTIVE SESSION

26. Discuss real estate (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.0721 Deliberation Regarding Real Property.)

27. Discuss pending or contemplated litigation (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.071 consultation with attorney.)
28. Deliberation regarding Economic Development Negotiations (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.087 Deliberation regarding Economic Development Negotiations.)
29. Discuss personnel issues (EXECUTIVE SESSION as per VTCA Govt. Code sec. 551.074 matters concerning personnel.)
30. Discuss and take appropriate action on real estate.
31. Discuss and take appropriate action on pending or contemplated litigation.
32. Discuss and take appropriate action concerning deliberation regarding Economic Development Negotiations.
33. Discuss and take appropriate action concerning personnel matters.
34. 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 _____, 2009 at _____ and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/02/2009

Submitted By: Ashlie Koenig, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving a line item transfer for JP#1

Background

This transfer is to cover funding for the remainder of the year for autopsies. A budget of \$60K was initially funded and funds have been depleted.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0409-004100	Non Dept/Prof Svcs	\$40,000	
To	0100-0451-004190	JP#1/Autopsies	\$40,000	

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Ashlie Koenig Started On: 05/26/2009 04:17 PM

Final Approval Date: 05/27/2009

Line Item Transfer

Commissioners Court - Regular Session

Date: 06/02/2009
 Submitted By: Brenda Wilburn, 26th District Court
 Submitted For: Brenda Wilburn
 Department: 26th District Court
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and consider approving a line item transfer for the 26th District Court

Background

To cover unexpected costs associated with travel

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
From	0100-0436-004999	Misc.	400.00	
To:	0100-0436-004231	Travel	400.00	

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	County Judge Exec Asst.	Wendy Coco	05/27/2009 09:39 AM	APRV
4	Budget	Ashlie Koenig	05/28/2009 11:51 AM	APRV

Form Started By: Brenda Wilburn
 Started On: 05/26/2009 11:48 AM

Final Approval Date: 05/28/2009

Consent Agenda

Commissioners Court - Regular Session

Date: 06/02/2009

Submitted By: Ursula Stone, Purchasing

Department: Purchasing

Agenda Category: Consent

Information

Agenda Item

Consider and take appropriate action on authorizing the transfer of various items including vehicles to auction/donation/destruction. (Complete list filed with official minutes)

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [asset transfer](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing	Jonathan Harris	05/28/2009 09:42 AM	APRV
2	County Judge Exec Asst.	Wendy Coco	05/28/2009 10:02 AM	APRV

Form Started By: Ursula Stone

Started On: 05/28/2009 08:57 AM

Final Approval Date: 05/28/2009

Williamson County

Asset Status Change Form

Print Form

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

- ☐ TRANSFER between county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ 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	Bluetooth wireless keyboard, mouse and USB connector	Dell	N/A	Non-Working

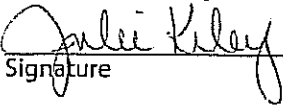
Parties involved:

FROM (Transferor Department): AUDITOR'S OFFICE

Transferor - Elected Official/Department Head/
Authorized Staff:

Julie Kiley

Print Name



Signature

Contact Person:

Stephanie McCandless

Print Name

943-1595

Date 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

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

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

[Print 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)
2	short sleeve clerk shirts(very faded)	no id#	no tag#	Non-Working
1	baseball cap (dirty)	no id#	no tag#	Non-Working
12	Class B short sleeve shirts (stained,torn,used)	no id#	no tag#	Non-Working
9	Class A long sleeve shirts(worn,stained,torn)	no id#	no tag#	Non-Working
8	Tactical tan shirts s/s(worn,stained,faded)	no id#	no tag#	Non-Working
				Non-Working
				Non-Working
				Non-Working

Parties involved:

FROM (Transferor Department): 570 - Correction Inventory

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

L.C. Marshall

Maria Barraza

Print Name

Print Name

Signature

+1 (512) 943-1324

Phone Number

Date 5-19-09

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 _____

Williamson County

Asset Status Change Form

Print 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)
36	BDU Pants (used, faded, torn, stained)	no id#	no tag#	Non-Working
				Non-Working
				Non-Working
				Non-Working
				Non-Working
				Non-Working
				Non-Working
				Non-Working
				Non-Working

Parties involved:

FROM (Transferor Department): 570 - Correction Inventory

Transferor - Elected Official/Department Head/
Authorized Staff:

Contact Person:

L.C. Marshall

Maria Barraza

Print Name

Print Name

Signature

+1 (512) 943-1324

Phone Number

Date May 19, 2009

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 _____

Williamson County

Asset Status Change Form

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

- ☐ TRANSFER between county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☐ 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	Power Vision Smart Device w/ box and accessories	Sprint 718FC17218	N/A	Working
1	Power Vision Smart Device w/ power and modem cords	Sprint 718FC20216	N/A	Working

Parties involved:

FROM (Transferor Department): AUDITOR'S OFFICE

Transferor - Elected Official/Department Head/Authorized Staff:

Julie Kiley

Print Name

Signature

Contact Person:

Stephanie McCandless

Print Name

943-1595

Date Phone Number

TO (Transferee Department/Auction/Trade-in/Donor): Victim's Assistance

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

Shelly James

Print Name

Signature

Contact Person:

Shelly James

Print Name

943-1373

Date Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

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 bet ween county departments ☐ TRADE-IN for new assets of similar type for the county
☒ SALE at the earliest auction * ☐ DONATION to a non-county entity ☐ DESTRUCTION due to Public Health / Safety

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	Fax, Sharp, FO-1450	67126868		Unknown
1	Printer, HP , 722C	SG83H13119		Unknown
1	Printer, HP, 6127	MY31L3C2J6	100234	Unknown
1	Keyboard, Dell	DS/N TH-02R400-37171-2B6-0012		Unknown
1	Docking station, Targus, Mold. ACP45US	0610004100		Unknown

Parties involved:

FROM (Transferor Department): Building Maintenance

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

Joseph Latteo

James Whetston

Print Name

Print Name

Signature

Date

5-27-09 943-1599

Phone Number

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

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

Print Name

Print Name

Signature

Date

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

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This Change Status was approved as agenda item # _____ in Commissioner's Court on _____

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Williamson County

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- ☐ TRANSFER bet ween county departments ☐ TRADE-IN for new assets of similar type for the county
☒ SALE at the earliest auction * ☐ DONATION to a non-county entity ☐ DESTRUCTION due to Public Health / Safety

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	Monitor, Dell, Mod M1782P	DP/N 01K525		Unknown
1	Monitor, Dell, DP/N 094WRF/C/O MX/REV 400	DS/N MX-094WRF-47741-18S-2081		Unknown
1	Monitor, Dell, DP/N C/O TW/REV AOO	DS/N TW-05320U-47800-07B-21TS		Unknown
1	Computer, Dell Dimension 4550	6FTD21	C00679	Unknown
1	Computer, Dell, Mod MM8	DVW6F	C00675	Unknown

Parties involved:

FROM (Transferor Department): Building Maintenance

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

Joseph Latteo

James Whetston

Print Name

Print Name

Signature

Date

943-1599

Phone Number

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

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

Print Name

Print Name

Signature

Date

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

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Williamson County

Asset Status Change Form

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- ☐ TRANSFER bet ween county departments
 ☐ TRADE-IN for new assets of similar type for the county
 ☐ DESTRUCTION due to Public Health / Safety
☒ 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	Mouse, P/N 99.Q3188.P4U	47LSB16107		Unknown
1	Mouse, Dell, P/N X06-08477			Unknown
1	Mouse, Logitech	ID DZL211029		Unknown
2	Power Supply, Mod ADP-70EB	TH-09364U-17971-111-00X0, TH(SAME)-073-955X		Unknown
1	Monitor Stand			Working

Parties involved:
FROM (Transferor Department): Building Maintenance
Transferor - Elected Official/Department Head/
Authorized Staff:
Contact Person:

Joseph Latteo

James Whetston

Print Name

Print Name

Signature

Date

5-27-09

943-1599

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

Date

Phone Number

* If the above asset(s) is (are) listed for sale at auction and no bids are made, the Purchasing Director may dispose of or donate this (these) asset(s). A list of the (these) asset(s) to be donated or disposed of will be sent to the Auditor's Office with a date of donation or disposal.

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:

2FAFP71W63X156265
Vehicle Identification Number

5312
Door Number

844743 2003 FORD CROWN VIC WHITE
License Plate Number Year Make Model Color

553
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 99407
- ☐ 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 5/15/09

Print Theresa Lock

Signature [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 [Signature]

Date 5/15/09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71W03X156262
Vehicle Identification Number

5311
Door Number

582VNB 2003 FORD CROWN VIC WHITE
License Plate Number Year Make Model Color

Driver Assigned to Vehicle 553
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 112913
- ☐ 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 5/15/09

Print Theresa Lock Signature *Theresa Lock*

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

5/16/09

Williamson County Vehicle Retirement Form

Identify Vehicle:

2FAFP71W61X193104

Vehicle Identification Number

5304

Door Number

559PJY

2001

FORD

CROWN VIC

WHITE

License Plate Number

Year

Make

Model

Color

Driver Assigned to Vehicle

553

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 98411

☐ 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 5, 15, 09

Print Theresa Lock

Signature [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 [Signature]

Date 5, 15, 09

Williamson County Investment Committee Meeting April 2009
Commissioners Court - Regular Session

Date: 06/02/2009
Submitted By: Celia Villarreal, County Treasurer
Submitted For: Vivian Wood
Department: County Treasurer
Agenda Category: Consent

Information

Agenda Item

Consider approving the investment report for April 2009 which was approved by the investment committee on May 20, 2009.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Investment Report April 2009](#)

Form Routing/Status

Form Started By: Celia Villarreal
Started On: 05/28/2009 09:31 AM
Final Approval Date: 05/28/2009

**WILLIAMSON COUNTY INVESTMENT COMMITTEE
MEETING AGENDA**

**May 20, 2009
2:30 p.m.**

1. Accept/approve agenda
2. Approve minutes of April 29, 2009
3. Review/approve Investment Reports for April 2009
4. Discuss investment issues.
5. Misc.
6. Adjourn

WILLIAMSON COUNTY INVESTMENT COMMITTEE

MINUTES

April 29, 2009

The Williamson County Investment Committee met on Wednesday, April 29, 2009, at 3:30 p.m. in the Auditor's Conference Room. Committee members present were; Valerie Covey, Commissioner, Pct. 3, Deborah M. Hunt, County Tax Assessor/Collector, and Vivian L. Wood, County Treasurer.

Ms. Covey called the meeting to order at 3:47 p.m. The proposed agenda was accepted as presented upon a motion by Ms. Hunt, second by Ms. Covey. Motion carried. Minutes of March 30, 2009 were reviewed. Ms. Wood noted that the minutes showed an incorrect amount in the Road Bonds 2007 Repurchase Agreement investment. The amount noted was \$120,000.00. The correct amount is \$120,000,000.00. A motion was made by Ms. Hunt to accept the minutes with the noted correction. Motion seconded by Ms. Covey. Motion carried.

Ms. Wood reviewed the Investment Reports for the month ending March 31, 2009 and the quarterly report for January 1, 2009 through April 30, 2009... She had spoken with Greg Warner, First Southwest Asset Management (FSAM), in regard to the meeting. They were not able to attend the meeting but were available for a conference call if the Committee wished to speak with a member of FSAM. The recession is showing up in the declining interest returns on investments in all areas. As reserve fund investments mature and are available for reinvestment, the rate of return is significantly lower. Ms. Wood reported that her staff was reviewing investment reporting documents to see if there was a way to give a single page review of investments. Ms. Wood reported that the capability of presenting a report showing the entire financial view for the County can be developed with the Oracle Treasury Module. A proposal to enact the module will be included in the Treasurer's 2010 budget presentation.

Ms. Covey made a motion to accept the April 2009 Investment report and the second quarter report for January 1, 2009 through March 31, 2009, second by Ms. Hunt. Motion carried.

Ms. Wood reported that information about the status of Citigroup (2007 RB Flex RPA investment) is more stable. Reports indicate that they have returned some Federal dollars. She will continue to monitor their progress. FSAM staff also keeps the Citigroup status in sight on a continuous basis. Ms. Wood reported that because of the drop in investment rates of returns, some longer term investments were made with bond funds and will be reflected in the May reports.

Ms. Hunt reported that May collections of delinquent taxes will increase the tax revenue for the year. The funds should be available in May and June.

Ms. Covey and Ms. Hunt reported that they are working toward completing the required training. The consensus of the members was to continue to meet monthly.

There being no other business, the meeting adjourned at 4:45 p.m.

COUNTY INVESTMENT APRIL 2009
FY 2009
INTEREST RATE: TEXPOOL PRIME 0.677% --- TEXPOOL 0.476% --- TEXSTAR 0.498% ---

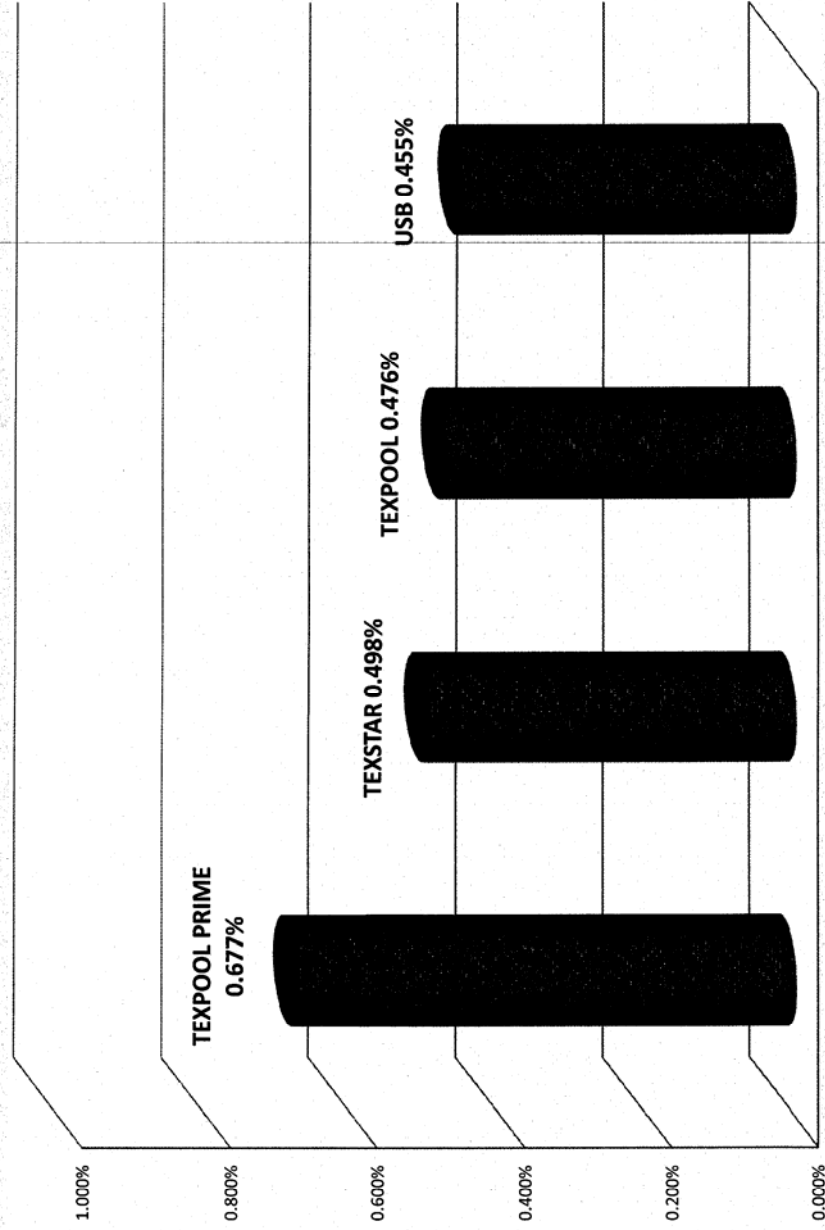
ACCOUNT NAME	FUND	TEXPOOL	TEXPOOL PRIME	TEXSTAR	LONGTERM INVESTMENT	TOTAL INTEREST ONLY	GRAND TOTAL
		BALANCE	BALANCE	BALANCE	INTEREST		
		INTEREST	INTEREST	INTEREST	DATE		
GENERAL FUND	1	77,745.57	77,745.57			30.23	77,775.80
CHILD SAFETY	3	179,748.69	179,748.69			70.31	179,736.39
COUNTY RMP	5	843,212.51	843,212.51			330.61	843,542.52
GENERAL FUND	10	34,189.20	34,189.20			23,177.13	72,460,951.03
LIBRARY FUND	20	601,714.05	601,714.05			235.54	601,949.59
RMP	25	1,082,117.20	1,082,117.20			423.53	1,082,540.73
CT PRTR SVC	26	682,608.44	682,608.44			267.11	682,875.55
TOBACCO FUNDS	28	26,114.95	26,114.95			267.11	26,382.06
HARBET	30	669,597.57	669,597.57			267.11	669,864.68
CO RECORD ARC	38	604,443.51	604,443.51			235.54	604,679.05
AIR FUND	40	176,754.70	176,754.70			69.86	176,824.56
JUSTICE CRT TECH	44	483,250.14	483,250.14			183.05	483,433.19
TOTAL		5,004,607.84	5,004,607.84			2,515.78	83,097,853.14
ROAD AND BRIDGE	21	24,327.76	24,327.76			24,373.17	19,743,739.73
CDTS & BOND	11	3,887.23	3,887.23			30,635,012.05	30,635,012.05
OF BOND 01	12	1,566.15	1,566.15			129.29	308,228.10
CO 2009	13	332,608.07	332,608.07			7.91	15,313.76
LT NOTES 02B	117	3,597.79	3,597.79			513.09	28,268,878.72
CO SERIES 2008	200					10,410	13,110,615.90
2007 ROAD BONDS	201					1,389.02	114,425,000.00
GLOBAL MARKETS	202					2,498,630.19	2,498,630.19
FLEX	203					37,662.07	67,327,338.07
REPOURAGE	204					1,772.77	4,329,604.81
2007 PARK BONDS	205					215,732.86	260,538,621.60
2007 HIGHWAY	206					20,594.05	38,704,891.89
TOLL T BOND	207					8,670.00	6,000,000.00
2009	208					1,139.07	1,858,777.42
PARKS LIMITED	209					2,811.55	9,981,788.35
TAX BONDS 2009	210					6.81	17,389.31
TOTAL		340,193.09	340,193.09			342.39	875,138.22
DEBT SERVICE	21	482,319.54	482,319.54			1,506,555.00	1,506,555.00
DEBT SYS COARS	22					289,558.28	422,774,754.67
COUNTY BENEFITS	23	13,053.10	13,053.10				
2008 TAN	24	97,168.78	97,168.78				
SE ROAD DIST	25	17,382.50	17,382.50				
SW ROAD DIST	26	874,795.51	874,795.51				
WC SHAF FUND	27						
TOTALS		7,353,878.34	7,353,878.34				
INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK							
APRIL 2009 FY 2009 INTEREST RATE 0.455%							
William L. Wood							
Williamson County Treasurer							
Date: May 11, 2009							

NON-COUNTY INVESTMENT APRIL 2009
FY 2009

INTEREST RATE: TEXPOOL PRIME 0.677% --- TEXPOOL 0.476% --- TEXSTAR 0.498%

TEXPOOL				TEXPOOL PRIME			TEXSTAR			LONGTERM INVESTMENT			TOTAL INTEREST ONLY	GRAND TOTAL (including interest)	
ACCOUNT NAME	FUND	BALANCE 3/31/09	TOTAL INTEREST	BALANCE 4/30/09	BALANCE 3/31/09	TOTAL INTEREST	BALANCE 4/30/09	TOTAL INTEREST	TOTAL BALANCE IN ACCOUNT AS OF 3/31/09	INTEREST EARNED AT MATURITY	EARLIEST MATURITY DATE				
CITIES HEALTH DIST	2	76,026.55	29.74	76,056.29	1,511,143.16	840.49	1,511,983.65					870.23	1,588,039.94		
DA DRUG FUND	8	122,003.34	47.75	122,051.09								47.75	122,051.09		
ARR DIST 1 CONST	19	44,166.40	17.30	44,183.70								17.30	44,183.70		
WC SCHOOL FUND	23				157.17	0.04	157.21					0.04	157.21		
CSCD	25	1,899,242.21	676.19	1,599,918.40								676.19	1,599,918.40		
SHERIFF'S DRUG FUND	96	352,028.83	137.76	352,167.59								137.76	352,167.59		
MEDICAD	205	273,849.04	57.32	91,977.16								57.32	91,977.16		
SHERIFF COMMISSARY	206	501,853.40	196.43	502,049.83								196.43	502,049.83		
COUNTY CLERK	-	1,838,493.46	624.44	1,599,056.42								624.44	1,599,056.42		
CO DISTRICT CLERK	-	787,896.10	314.48	830,137.96								314.48	830,137.96		
DISTRICT ATTORNEY	-	383,234.24	107.64	206,541.57								107.64	206,541.57		
TOTALS		6,258,584.57	2,209.05	5,424,140.01	1,511,300.33	840.53	1,512,140.86	0.00	0.00	0.00		3,049.58	6,936,280.87		
INTEREST EARNED ON ALL WILLIAMSON COUNTY ACCOUNTS AT UNION STATE BANK															
APRIL 2009 FY 2009 INTEREST RATE 0.455%															
<i>Vivian L. Wood</i>															
Vivian L. Wood															
Williamson County Treasurer															
Date: May 14, 2009															

**INTEREST RATES FOR TEXPOOL PRIME, TEXSTAR, TEXPOOL & UNION STATE BANK
APRIL 2009**



Road Closure

Commissioners Court - Regular Session

Date: 06/02/2009

Submitted By: Nickey Lawrence, Unified Road System

Submitted For: Joe England

Department: Unified Road System

Agenda Category: Consent

Information

Agenda Item

Discuss and consider two (2) month road closure and detour at 1800 CR 109, Pct. 4.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Road Closure](#)

Form Routing/Status

Form Started By: Nickey Lawrence Started On: 05/28/2009 11:55 AM

Final Approval Date: 05/28/2009

021037
IN D. CLARKE
2004040968
4.22 AC

25-B
(1.0 AC)

R020425
DOE STEWART
1548/359
14.93 AC
5.892 AC

24-A
(0.259 AC)

R020248
PAMELA LONGTON
2005042412
19.208 AC

PAMELA LONGTON
2005042412
2.28 AC

R021039 R021041
EMIL J. KASPER
DOC 9610191
12.913 AC 2.5 AC

R020246 R020247
CHARLES W.
GANTT, TR.
2003032038
(15.15 AC)
25.0 AC .636 AC

56.68 AC 0.75 AC

ROAD CLOSED
LOCAL TRAFFIC ONLY

DETOUR

ROAD CLOSED

ROAD CLOSED

ROAD CLOSED

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R108152
DAVID V. BARTKOWIAK
DOC 9739666
27.895 AC

R020938
JACKIE D. EMERT
1057/547
10.0 AC

R020933
D PHILLIPS
CONSTRUCTION, INC.
200400533
16.20 AC

R446166
JIM B. BROOKSHIRE
2003037609
15.0 AC

R446167
D. HIGGINBOTHAM
2003037609
15.0 AC

R446104
D. HIGGINBOTHAM
2003037609
4.971 AC

R446105
AMES JOSEPH
2004040968
4.971 AC

R446106
MALDONADO 164, LT
DOC 2005092148
10.00 AC

R020747 R020748
ALFRED LYKINS
534/379
53.908 AC 1.0 AC

R020956 R020950
R. MALDONADO
2587/919
10.00 AC

CR 109 Detour Plan

Detour via Limmer Lp to CR 108

Detour via CR 108 to Limmer Lp.

1737
ISLAD

Agreement between Emergency Service District #3, Hutto, TX and Williamson County
Commissioners Court - Regular Session

Date: 06/02/2009

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action regarding Agreement between Emergency Service District #3, Hutto, TX and Williamson County.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Agreement between ESD #3 Hutto and Williamson County](#)

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 05/28/2009 03:43 PM

Final Approval Date: 05/28/2009

THE STATE OF TEXAS

*

* **KNOW ALL MEN BY THESE PRESENTS**

*

COUNTY OF WILLIAMSON

THAT **Williamson County, Texas**, a political subdivision of the State of Texas (hereinafter referred to as the "County"); and the **Williamson County Emergency Service District #3** an emergency service district created and described under Chapter 775 of the Texas Health and Safety Code (both being collectively referred to herein as the "ESD"), have entered into the following:

AGREEMENT

1. Pursuant to its power to provide financial assistance for fire protection in and for Williamson County, and its duty to protect the public health and welfare, the County agrees to pay to the ESD the sum of **\$24,000.00** in two separate (2) payments. The first payment being made when the County has received a signed agreement accompanied by a detailed accounting of the prior year's expenditures of the County allotment. The second payment will be disbursed on or before September 30, 2009. All funds are to be used to defray the cost of equipment and labor required to provide the services described in Paragraph 2.
2. The ESD agrees to provide fire protection services within the ESD's district boundaries and in any area in the County when requested by any other fire company or emergency service district, or when dispatched by the County, and shall expend all of the amount set forth in Paragraph 1 for only these purposes during the calendar year 2009.
3. It is understood by the ESD that the County cannot commit funds for any future fiscal year, and that this Agreement does not, and cannot, commit the County to renew or repeat this Agreement unless approved by future action of the Williamson County Commissioners' Court.
4. It is understood and agreed that the County has no power to control or supervise the manner and means chosen by the ESD to carry out the services specified in Paragraph 2, and that the County shall have no liability for any intentional acts of the ESD which are not related to the provision of said services.

Executed on this the 26 day of May, 2009

Williamson County ESD #3

Williamson County, Texas

By: 

By: _____

Printed Name: Glenn Trubee

Dan A. Gattis,
Williamson County Judge

Title: President, Williamson County ESD #3

ESD #3 Hutto's request for 30 day extension from June 1st deadline to file annual audit
Commissioners Court - Regular Session

Date: 06/02/2009

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Consent

Information

Agenda Item

Discuss and take appropriate action regarding ESD#3 Hutto's request for 30 day extension from June 1st deadline to file annual audit.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [ESD #3 Hutto's Request for Extension of Time to file Annual Audit](#)

Form Routing/Status

Form Started By: Peggy Vasquez Started On: 05/28/2009 03:50 PM

Final Approval Date: 05/28/2009



Williamson County Emergency Services District #3

Hutto Fire Rescue

501 Exchange Boulevard, P.O. Box 175

Hutto, TX 78634

Phone (512) 759-2616 FAX (512) 846-1946

May 26, 2009

To: Dan Gattis, Williamson County Judge
Ron Morrison, County Commissioner Pct. 4
David Flores, County Auditor

Re: Williamson County ESD #3 Annual Report and Audit

To maintain compliance with the Health & Safety Code we have been working to get the annual audit completed for FY '08. Due to a number of circumstances we do not have the audit completed for the June 1st deadline. I am requesting on behalf of the ESD a 30-day extension for filing the audit report. We are working with Stephen Tilson, CPA from Tilson Lynch & Company LLP to get the audit completed. Mr. Tilson has done the audit for the ESD for the last several years. We expect the audit to be completed by the end of the week.

Thank you for consideration of this extension and please contact me if you have any questions.

Glenn Trubee, President
Williamson County ESD #3
Cell 789-3412

Cancel Public Hearing for Long Range Transportation Plan on June 4, 2009 at 6:30 p.m.
and reschedule

Commissioners Court - Regular Session

Date: 06/02/2009

Submitted By: Peggy Vasquez, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Cancel Public Hearing for Long Range Transportation Plan on June 4, 2009 at 6:30 p.m.
and reschedule.

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: Peggy Vasquez Started On: 05/27/2009 04:56 PM

Final Approval Date: 05/28/2009

Hear Presentation from Ivonne Espada-Simeon, US Census Bureau regarding County Participation Program and Overview of 2010 Census
Commissioners Court - Regular Session

Date: 06/02/2009
Submitted By: Peggy Vasquez, County Judge
Department: County Judge
Agenda Category: Regular Agenda Items

Information

Agenda Item

Hear Presentation from Ivonne Espada-Simeon, US Census Bureau regarding County Participation Program and Overview of 2010 Census

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: Peggy Vasquez Started On: 05/26/2009 05:00 PM
Final Approval Date: 05/27/2009

2010 1799905 Family Preservation Resolution
Commissioners Court - Regular Session

Date: 06/02/2009
Submitted By: Robyn Murray, Juvenile Services
Submitted For: Robyn Murray
Department: Juvenile Services
Agenda Category: Consent

Information

Agenda Item

Discuss and consider approving the FY 2010 Family Preservation Resolution.

Background

This is a decreasing ratio grant and FY 2010 will be the 5th and final year for the Family Preservation Grant funding from the Criminal Justice Division of the Governors Office.

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: Robyn Murray Started On: 05/21/2009 03:25 PM

Final Approval Date: 05/27/2009

FY 2009 - 2010 Memorandum of Understanding
Commissioners Court - Regular Session

Date: 06/02/2009
Submitted By: Robyn Murray, Juvenile Services
Department: Juvenile Services
Agenda Category: Consent

Information

Agenda Item

Discuss and take action on contract amendment on Memorandum of Understanding with Williamson County School Districts in regard to the Juvenile Justice Alternative Education Program.

Background

Every year all the Independent School Districts of Williamson County, the Juvenile Board and Commissioners' Court enter into a Memorandum of Understanding in regard to the JJAEP. The School Districts and the Juvenile Board have already approved the MOU.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: \\Juvenile\Users\RMurray\WORD\GISD MOU\MOU 2009-2010.doc

Form Routing/Status

Form Started By: Robyn Murray Started On: 05/22/2009 03:30 PM

Final Approval Date: 05/27/2009

**WILLIAMSON COUNTY
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
MEMORANDUM OF UNDERSTANDING
2009-2010**

Williamson County, Texas, has a population greater than 125,000 and therefore, the Williamson County Juvenile Board ("Juvenile Board") and the Williamson County Independent School Districts' Board of Trustees ("ISD") (hereinafter "Parties") adopt this memorandum of understanding to operate a Juvenile Justice Alternative Education Program (the "Program") in compliance with the Texas Education Code ("TEC"), Section 37.011.

The Parties agree that the Program is a cooperative effort between the educational community and the juvenile justice system with primary goals of the Program being: education, discipline, rehabilitation, and to make progress toward grade level performance. The Program is an alternative classroom site which allows continued education despite **on campus law violations and Title V off campus violations**. The Program's ongoing mission is to balance the educational needs of students and maintain supervision in the community. The innovative plan focuses on the few students whose behavior demands much time and distracts other students. Those students can now be removed from the main campus classroom and placed in a facility where their behavior can and will be closely monitored. The program encompasses all ISD's in Williamson County and is for residents of Williamson County only.

Administration of the Juvenile Justice Alternative Education Program

In consideration of mutual covenants, the Parties agree as follows:

1. The development and daily administration of the education program will be conducted by the Georgetown Independent School District in compliance with the Texas Education Code and in cooperation with Williamson County Juvenile Services (the "Department") as it exists or may be amended. The principal of the school will be part of the Williamson County Juvenile Services Management Team.
2. The Program will be provided in a facility owned by Williamson County, Texas, and all cost for furniture, maintenance, and operation of the facility is at the sole cost and expense of the County as approved by the Juvenile Board and Commissioner's Court.
3. Georgetown ISD will operate the Educational Program for the benefit of any school district located in whole or in part, in Williamson County, Texas, and will provide:
 - A. All fiscal requirements; and
 - B. Selection, training, supervision and evaluation for all personnel in the educational portion of the Program; and
 - C. Acquisition of educational materials; and
 - D. Supervision and assessment of the educational program to include plans to address special education services and ESL services. Each independent school district shall retain the responsibility for their students served by special education; and
 - E. A handling fee of \$14,500.00 shall be credited to Georgetown ISD for these and other services offered as part of the budget.

4. As part of the consideration of this agreement, and until modification by agreement of the Parties, the ISD's agree to provide for the following school funding for the **2009-2010** school year: (See Attached Budget)

All funds paid to Georgetown ISD will be expended on the Program. Funds for the counselor, support staff, nurse, case managers and fringe benefits for these positions will be transferred to Williamson County for disbursement. This also applies to funds in the estimated Placement fund line item.

5. The Department will provide in-class Academy Officers at a rate of no greater than 1 officer per 12 students. At any time the ratio is exceeded, an emergency meeting of the Juvenile Board and superintendents may be called in order to address the need for funding of additional staff or if possible class sizes shall be increased to 1-14. This change must be a short term solution and the Chief, JJAEP Principal, and Academy Director shall all agree that the solution would work for a short period of time.
6. The Program will serve:
- Juveniles as defined by Title 3 of the Family Code; and,
 - All students who qualify under state compulsory attendance law.

I. Mandatory Expulsions:

- A. The ISD is required to expel students to the JJAEP who commit the following offenses **while on school property or at a school sponsored event**. In order to qualify as a mandatory expulsion the student must have committed an offense under one of the following categories verified by a report generated by a local law enforcement entity:

1. Uses, exhibits, or possesses a firearm (Penal Code 46.01(3)) or (18 USC 921)
2. Uses, exhibits, or possesses an illegal knife (Penal Code 46.01(6) or non-illegal knife if defined in the student code of conduct)
3. Uses, exhibits, or possesses a club (Penal Code 46.01(1))
4. Uses, exhibits, or possesses a prohibited weapon (Penal Code 46.05)
5. Aggravated assault (Penal Code 22.02)
6. Sexual assault (Penal Code 22.011)
7. Aggravated sexual assault (Penal Code 22.021)
8. Arson (Penal Code 28.02)
9. Murder (Penal Code 19.02)
10. Capital murder (Penal Code 19.03)
11. Criminal attempted murder or capital murder (Penal Code 15.01)
12. Indecency with a child (Penal Code 21.11)
13. Aggravated Kidnapping (Penal Code 20.04)
14. Aggravated Robbery (Penal Code 29.03)
15. Manslaughter (Penal Code 19.04)
16. Criminally negligent homicide (Penal Code 19.05)
17. Continuous sexual abuse of young child or children (Penal Code 21.02)
18. Felony Drug Offenses

B. Regardless of the location of the offense, the following offense qualifies as a mandatory expulsion:

1. Retaliation against school employee or volunteer (any 37.007(a) offense)

Note: Mandatory offenses must be expelled, a minimum of 45 days with a maximum of one (1) school year at the school's discretion.

II. Discretionary Expulsions (Non-mandatory): The ISD may expel students to the JJAEP who commit the following offenses. These expulsions will be considered non-mandatory expulsions as outlined in the *Terms of the Agreement* section of this memorandum. These non-mandatory offenses must be assigned to the ISD's local DAEP prior to expulsion to the JJAEP.

A. The following offenses are considered discretionary expulsion offenses:

1. False Alarm or Report (Penal Code 42.06)
2. Terroristic Threat (Penal Code 22.07)
3. Misdemeanor drug, alcohol, or inhalants offenses (while on school property/school related event or within 300' of school property)
4. Any offense listed as a Mandatory Expulsion, if within 300' of school property
5. Serious or persistent misconduct while in a DAEP
6. Class A misdemeanor assault on school employee or volunteer (Penal Code 22.01(a)(1), regardless of location)
7. Felony criminal mischief (Penal Code 28.03)

B. The ISD may expel any student who, while **Off Campus**, has committed an offense under the following category verified by a report generated by a local law enforcement entity or verified by a written report from the sending ISD.

Title 5 Offenses: Per Texas Education Code (TEC) Section 37.0081, the Board of Trustees of a school district may expel a student for **Off campus** felony offenses under Title 5, Penal Code. These expulsions will be considered non-mandatory expulsions as outlined in the *Terms of the Agreement* section of this memorandum. These non-mandatory **Off campus** Title 5 Offenses must be assigned to the ISD's local DAEP prior to expulsion to the JJAEP.

TITLE 5 OFFENSES AGAINST THE PERSON include Chapters 19, 20, 20A, 21, and 22 of the Texas Penal Code:

1. Title 5 Felony Criminal Homicide
2. Title 5 Felony Murder
3. Title 5 Felony Capital Murder
4. Title 5 Felony Manslaughter
5. Title 5 Felony Criminal Negligent Homicide
6. Title 5 Felony Unlawful Restraint
7. Title 5 Felony Kidnapping
8. Title 5 Felony Aggravated Kidnapping
9. Title 5 Felony Unlawful Transport
10. Title 5 Felony Trafficking of Persons
11. Title 5 Felony Indecency with a Child
12. Title 5 Felony Improper Photography or Visual Recording

13. Title 5 Felony Assault
14. Title 5 Felony Sexual Assault
15. Title 5 Felony Coercing, Soliciting, or Inducing Gang Membership
16. Title 5 Felony Aggravated Assault
17. Title 5 Felony Aggravated Sexual Assault
18. Title 5 Felony Injury to a Child, Elderly Individual or Disabled Individual
19. Title 5 Felony Abandoning or Endangering a Child
20. Title 5 Felony Deadly Conduct
21. Title 5 Felony Terrorist Threat
22. Title 5 Felony Aiding Suicide
23. Title 5 Felony Tampering with Consumer Product
24. Title 5 Felony Harassment by Persons in Certain Correctional Facilities; Harassment of Public Servant

Note: Non-mandatory expulsions shall not exceed one (1) semester.

- III. Court Order to the JJAEP: A Student may be placed in the program either through an adjudication, an order of the Juvenile Court Judge, a deferred prosecution agreement, or written agreement.
 - IV. All students who are enrolled in the JJAEP must also meet the following qualifications:
 - A. Student has undergone or is scheduled to undergo physical examination which indicates he/she can participate in required programs.
 - B. Student is or was, if expelled, enrolled in a school district located within Williamson County and is a resident of Williamson County.
 - V. In the event the Juvenile Prosecutor declines the case, or the case is dismissed by the Court, the school shall be immediately notified and the responsibility for educational services shall be returned to the local school district.
7. The Parties agree to comply with the following Admission Procedure. These steps are mandatory for a student's admission into the JJAEP.

SCHOOL DISTRICT – ADMISSION PROCEDURE

1. Notification of the expulsion hearing with all paper work in regard to the alleged offense shall be forwarded to the Juvenile Services Representative as soon as an expulsion hearing has been set.
 - The notification must be at least 48 (forty eight) hours prior to the hearing. Notifications shall include: copy of birth certificate, social security card, TAKS Score, immunization records, home language survey, disciplinary records, report card, and withdrawal grades. For high school students please include the transcript.
 - Notification shall be e-mailed to the designated Juvenile Services Representative, or faxed to **(512) 943-3290**. A telephone call or e-mail to the designated Juvenile Services Representative is mandatory to schedule a date. Failure to notify will prohibit the student's expulsion to the JJAEP. If attempts to contact the designated

Juvenile Services Representative are unsuccessful please contact, Matt Smith, Expulsion Program Coordinator at msmith@wilco.org or (512) 943-3285.

2. A representative of the school district in which the student is enrolled shall deliver to the Williamson County Juvenile Probation Department, Expulsion Program Coordinator, 1821 South East Inner Loop Road, Georgetown, Texas, 78626, a letter of expulsion, a copy of the order expelling a student, along with information outlined above. Such delivery shall be made within 24 hours of the expulsion hearing excluding week-ends and holidays. Electronic submission is acceptable and preferred. Student is not eligible for expulsion to the JJAEP without this step being followed.
3. The sending School District will be responsible for transportation to and from the Williamson County Juvenile Justice Alternative School each day and evening the JJAEP is in regular session. If a student is a discipline problem to the extent he/she is ineligible for bus transportation, the parent will assume the responsibility for transportation to and from the JJAEP. Ineligibility shall be coordinated through the designated Juvenile Services Representative and the student's local school district.

PROBATION DEPARTMENT – ADMISSION PROCEDURE

1. Upon notification to the Department of a scheduled expulsion hearing, the Department will assign a Juvenile Services Representative to be present at the hearing. If the student is expelled, the Juvenile Services Representative will inform the student and the parents of action to be taken by the Department. A student is not eligible for admission to the JJAEP unless the expulsion was attended by a representative of Juvenile Services.
2. If the student is already under court supervision, the Juvenile Court will decide whether to amend the conditions of probation or incorporate the JJAEP as a condition of release from detention.
3. If the student is not under prior court supervision, the Court Officer may refer the case to the Juvenile Prosecutor who will give prompt notice of the deferred prosecution or file a petition alleging the student is in need of supervision or has engaged in delinquent conduct.

If a petition is filed, the Juvenile Prosecutor may include with the disposition order an order to participate in the JJAEP.

4. Mandatory offenses must be expelled a minimum of 45 days with a maximum of one (1) school year, at the school's discretion.

A STUDENT IS NOT ELIGIBLE TO ATTEND THE JJAEP PROGRAM UNLESS THE ISD CAN DEMONSTRATE THE FOLLOWING STEPS HAVE OCCURRED. (a through c)

5. Students who commit non-mandatory offenses (including Off campus Title 5 Felony Offenses) are not candidates for the JJAEP until:

- (a) local AEP placement has been tried and failed (serious and persistent misconduct shall be defined by each school district's Student Code of Conduct),
AND
 - (b) has been through the expulsion process with a Juvenile Services representative present, and expelled to the JJAEP,
OR
 - (c) has been ordered to attend by a Juvenile Court Judge.
 - (d) Any exceptions must be mutually agreed upon by the sending ISD and the Academy/JJAEP Director or designee.
 - In these cases the ISD must complete the *JJAEP Expulsion Request Outside of MOU Form* (attached) and fax (512) 943-3290 or email msmith@wilco.org to Matt Smith, Expulsion Program Coordinator.
 - The student is not eligible to begin attending the JJAEP until the request has been approved.
6. Parent(s) or guardian(s) will be advised to schedule a physical examination for the student and be paid for by the parents or guardians of the student. The student may be admitted to the JJAEP prior to completion of the exam, but will not participate in the physical training aspect of the JJAEP until exam results are received. Students with reduced activity ability will be placed on a modified physical training regime.
 7. The Williamson County Academy will conduct an admission conference with the student and a parent or guardian to review all the JJAEP requirements, provide a tour, and answer any questions.
 8. The Department will provide an on-sight Prevention Educational Program at the AEP and at the Juvenile Justice Facility. These programs will place an emphasis on the Academy and JJAEP as well as consequences of choosing crime. This program is the OAR Program which is coordinated by **William Salter, phone number 512-943-3593**. The school is encouraged to utilize the OAR Program for those youth at risk.
 9. Any student on probation who has completed the JJAEP programs will be assigned a Case Manager/Juvenile Probation Officer. This officer will assist the student and school in order to transition the student back to the local school setting.
 10. Case Managers/Juvenile Probation Officers at the Academy shall notify the local school of the progress and that a student is returning at least one (1) week prior to the return. They shall notify the Principal, Special Ed Coordinator (if a special education student) and attendance personnel. If there are unexcused absences which exceed 3 days, the assigned Case Manager/Juvenile Probation Officer shall notify the local ISD.
 11. A student will remain in the JJAEP until successfully completing their term of expulsion. In the event a student is unsuccessful, their case will be referred to the juvenile prosecutor for court action. The student may be placed on probation by the Juvenile Court and, as a condition of probation, may be ordered to attend the JJAEP until

deemed appropriate to return to his or her home campus. In the event it becomes apparent that a student cannot successfully complete the JJAEP Program, the student may be placed in a setting deemed appropriate by the Juvenile Court. Upon completion of the placement, the student will return to their home campus.

TERMS OF THE AGREEMENT

1. The Parties agree that the prescribed order of agreement to participate in the JJAEP shall be incorporated into each student's case prior to admission and that no student shall be exempted from any requirement in those documents. The JJAEP Student Handbook outlines staff expectations of students and proper disciplinary actions for violations.
2. This Agreement shall remain in effect for the duration of the **2009-2010** school year.
3. This agreement will be reviewed and updated if necessary at the conclusion of the Fall **2009** semester, and Spring **2010** semester.
4. The parties agree to meet **annually** to discuss the progress of the Program and revise this agreement to address any additional needs.
5. Each participating ISD will adopt a student code of conduct in accordance with the Texas Education Code in particular, the ISD's definition of persistent misconduct or what constitutes the same. Failure to Attend will be handled through the normal process as soon as the Failure to Attend occurs. Failure to Attend must be handled through the Justice Courts and all local remedies tried prior to expulsion to the JJAEP.
6. Each student transferred to the JJAEP must participate in the JJAEP for the full period ordered by the Juvenile Court or the deferred prosecution agreement, unless the student's home ISD agrees to accept the student before that date.
 - Any request for continued placement in the JJAEP following successful completion of a Juvenile Court Order or a Deferred Prosecution Agreement, shall be handled on an individual basis.
 - Non-mandatory expulsions shall not exceed one (1) semester.
 - If a student is expelled within the last 6 to 9 weeks of the semester, the non-mandatory expulsion shall not exceed the first grading period of the next semester.
 - If the expulsion occurs within the last six to nine weeks of a school year, the voluntary summer school sessions will be considered a semester.
 - If the school expels the student to include the summer school session, the school shall provide transportation. However, if a parent/student chooses summer school in lieu of the regular school year, the parent shall be responsible for the student's transportation. NOTE: GED Program will not be available during summer session.
 - Any exceptions must be mutually agreed upon by the sending ISD and the Academy/JJAEP Director or designee. In these cases the ISD must complete the *JJAEP Expulsion Request Outside of MOU Form* (attached) and fax (512) 943-3290 or email msmith@wilco.org to Matt Smith, Expulsion Program Coordinator.

7. The JJAEP will operate at least eight (8) hours per day and no less than one hundred eighty (180) days per year. The school personnel and students will adhere to the Williamson County holiday schedule.
8. Georgetown ISD and the Department shall develop, adopt, and enforce written operation policies for the operation of the JJAEP which will conform to the Texas Juvenile Probation Commission's standards for JJAEPs.
9. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified except by the mutual written agreement of the Parties hereto.
10. This Agreement shall be construed in accordance with the laws of the State of Texas, and all obligations created hereunder shall be performable in Williamson County, Texas.
11. Any notice provided for under the terms of this Agreement by either Party to the other shall be in writing, may be by registered or certified mail, return receipt requested, properly addressed to the entity. Any Party may change the address to which notice may be sent to that Party by giving notice of such change to the other Parties in accordance with the provisions of this Agreement.
12. The schools shall provide transportation to the Academy no later than 8:15 AM and shall pick up the students no later than 4:15 PM. Any problem with bus schedules/performance shall be reported to a designated school employee. It is the responsibility of the Academy Director or the Assistant Academy Director to contact this designated employee if problems arise. The school shall provide the name of the designated school employee to the Academy Director.
13. The individuals executing the Agreement on behalf of the respective Parties below represented to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
14. This Agreement shall refer to and be binding upon the herein listed entities and their successors and assigns. All participants in expulsion hearings are required to follow the guidelines established by the MOU.
15. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed as original for all purposes.
16. The average daily attendance (ADA) for Detention residents, Academy residents, and JJAEP students shall remain with the Independent School District in which the student is enrolled, excluding mandatory expulsions which shall be retained by the county.

Williamson County Academy						
April 1, 2008-March 31, 2009						
Statistics by District						
District #	District Name	Total # Students Served	# of Days Reg. Ed.	# of Days Sp. Ed.	Total # Days Used	
014902	Bartlett	2	34	0	34	
246902	Florence	4	79	0	79	
246904	Georgetown	43	1,183	295	1,478	
246905	Granger	1	83	0	83	
246906	Hutto	14	284	230	514	
246907	Jarrell	3	47	74	121	
246913	Leander	30	1,164	423	1,587	
246908	Liberty Hill	6	97	81	178	
246909	Round Rock	81	2,849	436	3,285	
246911	Taylor	21	632	189	821	
246912	Thrall	0	0	0	0	
	TOTALS	205	6,452	1,728	8,180	
Williamson County Juvenile Detention Center						
April 1, 2008-March 31, 2009						
Statistics by District						
District #	District Name	Total # Students Served	# of Days Reg. Ed.	# of Days Sp. Ed.	Total # Days Used	
014902	Bartlett	1	48	0	48	
246902	Florence	1	16	0	16	
246904	Georgetown	32	123	183	306	
246905	Granger	2	45	0	45	
246906	Hutto	21	129	81	210	
246907	Jarrell	1	0	11	11	
246913	Leander	51	378	278	656	
246908	Liberty Hill	4	39	0	39	
246909	Round Rock	92	939	425	1,364	
246911	Taylor	15	80	82	162	
246912	Thrall	2	17	0	17	
	TOTALS	222	1,814	1,060	2,874	

WILLIAMSON COUNTY JUVENILE JUSTICE CENTER
April 1, 2008 - March 31, 2009
Statistics by District

District #	District Name	2007-2008 Total # of Students	2008-2009 Total # of Students	2007-2008 % of Days Sp. Ed.	2008-2009 % of Days Sp. Ed.	2007-2008 Total # Days Used	2008-2009 Total # Days Used
014902	Bartlett	1	3	0.00%	0.00%	14	82
246902	Florence	3	5	0.00%	0.00%	58	95
246904	Georgetown	78	75	37.20%	27.0%	1,714	1,784
246905	Granger	0	3	0.00%	0.00%	0	128
246906	Hutto	18	35	7.00%	43.0%	506	724
246907	Jarrell	12	4	70.80%	64.0%	206	132
246913	Leander	96	81	21.90%	31.0%	2,613	2,243
246908	Liberty Hill	7	10	43.10%	37.0%	213	217
246909	Round Rock	185	173	16.30%	19.0%	4,787	4,649
246911	Taylor	51	36	27.80%	28.0%	1,481	983
246912	Thrall	0	2	0.00%	0.00%	0	17
	TOTALS	451	427	24.00%	25.0%	11,592	11,054

District #	District Name	2007-2008 % Use	2008-2009 Contribution	2008-2009 % of Use	2009-2010 Contribution
014902	Bartlett	0.11%	1,221	0.74%	8,630
246902	Florence	0.50%	5,552	0.86%	10,030
246904	Georgetown	15.29%	169,769	16.14%	188,234
246905	Granger	0.00%	0	1.16%	13,529
246906	Hutto	4.30%	47,744	6.55%	76,390
246907	Jarrell	1.80%	19,986	1.19%	13,878
246913	Leander	22.40%	248,714	20.30%	236,751
246908	Liberty Hill	1.80%	19,986	1.96%	22,859
246909	Round Rock	41.10%	456,346	42.06%	490,529
246911	Taylor	12.70%	141,012	8.89%	103,680
246912	Thrall	0.00%	0	0.15%	1,749
	TOTALS	100.00%	1,110,330	100.00%	1,166,259

**Williamson County Juvenile Justice Center
Educational Budget
2009-2010**

EDUCATIONAL STAFF	Estimated Salaries
1 Administrator (230 days); 86,955	200,699
1 Special Education Coordinator 6,000 stipend (230 days); 64,940	
1 Registrar/Secretary stipend 5,000 (212 days); 31,666	
1 PEIMS Clerk (197 days); 34,275 salary shared as follows:	
1/2 PEIMS Coordinator for all districts; 17,138	
1/2 PEIMS Clerk for GISD Students charged to GISD; 17,137	
1 Special Education Teacher (187 days); 44,831	175,719
1 Special Education Teacher (212 days); 50,474	
1 Special Education Teacher (212 days); 58,414	
1 Instructional Aide (187 days); 22,000	
1 Math Teacher (212 days); 51,806	104,298
1 ESL Teacher 500 stipend (212 days); 52,492	
1 Language Arts/Reading Teacher (212 days); 51,339	102,041
1 Language Arts/Reading Teacher (187 days); 50,702	
1 Science Teacher (212 days); 51,291	95,813
1 Science Teacher (187 days); 44,522	
1 Social Studies Teacher (187 days); 45,861	89,353
1 Computer Teacher (187 days); 43,492	
1 GED Teacher (187 days); 58,077	58,077
18 staff -TOTAL	826,000

***3% x 790,777 = 23,723; 790,777 + 23,723 + 11,500 stipend = 826,000**

***Projected increase in GISD salaries**

	<u>2008-2009</u>	<u>Actual</u>	<u>2009-2010</u>
Educational Staff Salaries	785,712	** (802,277)	826,000
Fringe Benefits	82,779		99,120
Substitutes	6,000		6,000
Training	6,000		6,000
Supplies	7,500		7,500
Sudden Link <T-1 Line>	6,700		6,000
JJAEP Counselor	49,318		49,318
JJAEP Receptionist	33,052		33,052
JJAEP LVN	42,426		42,426
Case Managers (2)	76,343		76,343
Indirect Cost to GISD	14,500		14,500

****2008-2009 Actual Salaries Expenditures**

MOU BUDGET TOTAL	\$1,110,330	<u>1,166,259</u>
INCREASE		\$55,929
MOU BUDGET		1,166,259

Approved by the Williamson County Commissioner's Court on the____ day of____
2009.

County Judge

Approved by the Williamson County Juvenile Board on the____ day of____ 2009.

Chairman - Juvenile Board

Approved by the Bartlett ISD Board of Trustees on the on the____ day of____ 2009.

Chairman - Bartlett ISD Board of Trustees

Approved by the Coupland ISD Board of Trustees on the____ day of____ 2009.

Chairman - Coupland ISD Board of Trustees

Approved by the Florence ISD Board of Trustees on the____ day of____ 2009.

Chairman - Florence ISD Board of Trustees

Approved by the Georgetown ISD Board of Trustees on the____ day of____ 2009.

Chairman - Georgetown ISD Board of Trustees

Approved by the Granger ISD Board of Trustees on the____ day of____ 2009.

Chairman - Granger ISD Board of Trustees

Approved by the Hutto ISD Board of Trustees on the____ day of____ 2009.

Chairman - Hutto ISD Board of Trustees

Approved by the Jarrell ISD Board of Trustees on the____day of_____2009.

Chairman - Jarrell ISD Board of Trustees

Approved by the Leander ISD Board of Trustees on the____day of_____2009.

Chairman - Leander ISD Board of Trustees

Approved by the Liberty Hill ISD Board of Trustees on the____day of_____2009.

Chairman - Liberty Hill ISD Board of Trustees

Approved by the Round Rock ISD Board of Trustees on the____day of_____2009.

Chairman - Round Rock ISD Board of Trustees

Approved by the Taylor ISD Board of Trustees on the____day of_____2009.

Chairman - Taylor ISD Board of Trustees

Approved by the Thrall ISD Board of Trustees on the____day of_____2009.

Chairman - Thrall ISD Board of Trustees

Jester Williamson County Annex
Commissioners Court - Regular Session

Date: 06/02/2009
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 take action regarding the Jester Williamson County Annex and the Public Safety Building in Round Rock and other matters related thereto.

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: Mary Clark Started On: 05/27/2009 11:15 AM
Final Approval Date: 05/27/2009

Renewal of Texas Workforce Commission
Commissioners Court - Regular Session

Date: 06/02/2009
Submitted By: Grimes Kathy, Commissioner Pct. #2
Submitted For: Constable Vannoy
Department: Commissioner Pct. #2
Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on renewal agreement with the Texas Workforce for Precinct Two Constable.

Background

This is a renewal agreement with the Texas Workforce to provide Constable Precinct Two with direct on-line access to the Texas Workforce's mainframe computer files for Wage Records, Unemployment Insurance Claims, and limited access to Employer Master File Inquiry. This agreement is required to locate individuals for service of civil process and individuals with outstanding warrants.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Workforce Renewal](#)

Link: [Signed signature page 1](#)

Link: [Signed signature page 2](#)

Form Routing/Status

Form Started By: Grimes Kathy Started On: 05/22/2009 08:54 AM

Final Approval Date: 05/27/2009

May 18, 2009

Randolph Doyer, Chief Deputy
Williamson County Constable Office Precinct 2
350 Discovery Blvd., Suite 205
Cedar Park, Texas 78613

Re: TWC Contract/s or Amendment/s

Dear Mr. Doyer:

Enclosed are original signature copies of the Contract/s or Amendment/s listed below:

TWC Contract /Amendment Number	Contract Manager/Phone Number
TWC Contract/Amendment Number: 2909PER134	Name: Margo Kaiser Phone Number: (512) 936-0479

Please sign all the copies of the Contract/s or Amendment/s where indicated and complete the Contract/Amendment Language Change Certification Form for each transaction.

Retain one (1) set for your records, provide one (1) set to your Fiscal Agent (if applicable) and return one (1) set to:

Texas Workforce Commission
Contract Services Department
101 East 15th Street, Room 350-T
Austin, Texas 78778-0001
Attn: Beatrice Barrera – Program Specialist

If you have any questions or need additional assistance regarding the contents of these documents prior to signature, please contact the contract manager at the number indicated above.

Sincerely,

Kate Redfern
Director, Contract Services Department

KR:bb
Enclosures

TWC Contract/Amendment Number: 2909PER134

CONTRACT/AMENDMENT LANGUAGE CHANGE CERTIFICATION FORM

Please check the appropriate box and sign below:

- ☐ **No Changes.** I hereby certify that no changes have been made to documents contained in this Contract/Amendment package.
- ☐ **Changes to Demographic Information.** I hereby certify that changes in demographic information items only (such as contact or signatory) have been made to documents contained in this Contract/Amendment package. Pen and ink corrections have been entered, initialed and the revised areas have been flagged.
- ☐ **Changes to Contract/Amendment Terms and Conditions.** I hereby certify that changes to the contract/amendment terms and conditions have been proposed. The proposed changes have been entered on all copies of the documents in pen and ink, initialed, and the revised areas have been flagged. I understand that I am to sign and then send all copies of the contract/amendment back to TWC for evaluation of the proposed changes. If the proposed changes are approved by the TWC signatory, they will be initialed and my copy (and the fiscal agent's copy, if applicable) will be returned to me. I understand that if there are any questions or issues regarding the proposed pen and ink changes that I will be contacted by a TWC representative to discuss them.

Williamson County Constable Office Precinct 2

Dan A. Gattis
County Judge

Date

TEXAS WORKFORCE COMMISSION OPEN RECORDS CONTRACT

		TWC Contract Number		2909PER134	
TITLE		INFORMATION RELEASE			
Recipient Information					
Name		Williamson County Constable Office Precinct 2			
Mailing Address		350 Discovery Blvd., Suite 205			
City/State/Zip		Cedar Park, TX 78613			
Telephone Number		512-943-1550			
Contract Period					
Begin Date		May 1, 2009		End Date	
				April 30, 2010	
Funding Information					
The total amount of this contract will not exceed the sum of				\$1,575.00	
Remarks					
This contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Open Records Contract and any referenced attachments.					
Signature Authority					
The person signing this contract on behalf of Agency and Recipient hereby warrants that he or she has been fully authorized by the organization to:					
<ul style="list-style-type: none"> • Execute this contract on behalf of the organization, and • Validly and legally bind the organization to all the terms, performances and provisions of this contract. 					
Agency Approval			Recipient Approval		
Agency: Texas Workforce Commission			Recipient: Williamson County Constable Office Precinct 2		
<hr/> Larry E. Temple Executive Director			<hr/> Dan A. Gattis County Judge		
Date			Date		

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Attachment A1	TWC User Information Security Agreement
Attachment A2	Rate Schedule for Online Access
Attachment A3	Protection of Confidentiality - 20 CFR 603.9
Attachment A4	TWC Data Security Policy

**TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT**

GENERAL TERMS AND CONDITIONS

SECTION 1 – Purpose and Legal Authority

- 1.1 This contract sets forth the responsibilities and obligations of the Texas Workforce Commission (hereinafter referred to as Agency) and the Party or Parties identified on the cover page (hereinafter referred to as Recipient) pursuant to Section 301.061 and 302.002(c) of the Texas Labor Code with respect to Agency's provision of proprietary information to the identified party(ies). The specific responsibilities and obligations of the parties are set forth in Attachment A.
- 1.2 Subject to certain limitations, the Interlocal Cooperation Act (Texas Government Code, Chapter 791) authorizes Recipient to enter into contracts for services with governmental entities, including state agencies.

SECTION 2 – Administrative Requirements

- 2.1 This contract shall be construed, interpreted and applied in accordance with the laws of Texas, excluding its choice of law rules.
- 2.2 If any law of the United States or of the State of Texas contravenes or invalidates any provision of this contract, this contract shall be construed to void that specific provision without affecting the remaining provisions of this contract or the rights and obligations of the parties.
- 2.3 Recipient agrees to notify Agency in writing within ten (10) days in the event of any significant change affecting Recipient and Recipient's identity, such as ownership or control, name change, governing board membership, or vendor identification number.
- 2.4 This contract is the entire agreement between the parties.
- 2.5 Failure to enforce any provision of the contract does not constitute a waiver of that provision, or any other provision, of the contract.

SECTION 3 – Amendments and Termination

- 3.1 Agency may unilaterally revise rates for services provided upon written notice to Recipient of at least 30 calendar days.
- 3.2 Any changes, deletions, extensions, or amendments to this contract shall be in writing and signed by both parties, except for revisions to payment rates as described in Section 3.1.

- 3.3 Either party may suspend or terminate this contract at any time, on written notice to the other party. However, such termination shall not relieve Recipient of the obligation to pay for all services rendered prior to such termination, at the rates provided herein.
- 3.4 In the event of an emergency, Agency may suspend on-line computer services without advance notice. Services will resume at the earliest practical time.
- 3.5 The contract may be immediately suspended without notice if Agency suspects a violation of the security provisions contained in Section 3 of the Statement of Work. Services will remain suspended until Agency has fully investigated any suspected security violations and is satisfied that resumption of service will not result in security breaches. In the event of an extended suspension of service, Agency will notify Recipient as soon as possible.
- 3.6 Termination of this contract will not end the responsibility of Recipient to protect the confidentiality of any data obtained from Agency pursuant to this contract and remaining in Recipient's custody or control.

SECTION 4 – Breach of Agreement

If Recipient or any official, employee or agent of Recipient fails to comply with any provision of this agreement, including timely payment of Agency's costs billed to Recipient, this agreement shall be suspended and further disclosure of information (including any disclosure being processed) to Recipient shall be prohibited until Agency is satisfied that corrective action has been taken to assure that there will be no future breach. In the absence of prompt and satisfactory corrective action, this agreement shall be cancelled and Recipient shall surrender to Agency all information and copies thereof obtained under the agreement which has not previously been returned to Agency, and any other information relevant to the agreement obtained under this agreement. Cancellation of this agreement shall not limit Agency from pursuing penalties provided under state law for the unauthorized disclosure of confidential information. Agency shall undertake any other action under the agreement, or under any law of the State or of the United States, to enforce this agreement and secure satisfactory corrective action or surrender of the information, and shall take other remedial actions permitted under state or federal law to effect adherence to the requirements of this agreement and 20 CFR Part 603 including seeking damages, penalties, and restitution as permitted under such law for all costs incurred by Agency in pursuing the breach of this agreement and enforcement of the terms of this agreement.

SECTION 5 – Protecting the Confidentiality of Records

- 5.1 As used in this agreement, "information" shall mean any records obtained by Recipient from Agency including records provided orally, electronically or as paper records. Information shall also include records obtained by Recipient through on-line access to Agency electronic files as well as any data compilations provided by Agency. Information obtained from Agency shall be subject to the provisions of this agreement even if it is converted by Recipient into another format or medium or incorporated in any manner into Recipient records, files or data compilations.
- 5.2 Recipient shall limit access to information obtained from Agency under this agreement to those officers and employees of Recipient with a need to access the information to achieve the purpose

listed in Attachment A, Section 1. Recipient shall not transfer the authority or ability to access or maintain data under this agreement to any other person or entity.

- 5.3 Recipient shall comply with the requirements of 20 CFR §603.9, incorporated herein by reference, regarding safeguarding the information obtained from Agency. A copy of 20 CFR §603.9 is attached as Attachment A3.
- 5.4 Recipient shall permit Agency to have access to all sites which contain Agency information including information maintained electronically and shall permit Agency to have access to all workplaces used by individuals who have access to Agency information for Agency on-site inspections to assure that the requirements of state and federal law as well as this agreement are being met by Recipient. Recipient shall fully cooperate with any on-site inspections or monitoring activities of Agency.
- 5.5 Recipient shall safeguard the information disclosed against unauthorized access or redisclosure.
- 5.6 Recipient shall use Agency information only for purposes authorized by law and consistent with this agreement.
- 5.7 Recipient shall store Agency information in a place physically secure from access by unauthorized persons.
- 5.8 Recipient shall store and process Agency information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
- 5.9 Recipient shall adopt and comply with precautions to ensure that only authorized personnel are given access to Agency information stored in computer systems.
- 5.10 Recipient shall instruct all personnel having access to Agency information about all confidentiality requirements including the requirements of 20 CFR Part 603 including the sanctions specified in this agreement and in the state law for unauthorized disclosure of information.
- 5.11 Recipient acknowledges that all personnel who will have access to Agency information have been instructed in accordance with the terms of this agreement. Recipient shall report any breach of this agreement including any breach of the security provisions to Agency fully and promptly.
- 5.12 Recipient shall dispose of information disclosed by or obtained from Agency, and any copies made by Recipient after the purpose set out in Attachment A, Section 1 is achieved, except for disclosed information possessed by any court. Disposal means return of the information to Agency or destruction of the information, as directed by Agency. Disposal includes deletion of personal identifiers in lieu of destruction. In any case, Recipient shall dispose of the information disclosed within 30 days after the date of termination or expiration of this agreement.
- 5.13 Recipient shall create and maintain a system sufficient to allow an audit of compliance with the requirements of this agreement.

- 5.14 Recipient shall notify Agency immediately if a security violation of this agreement is detected, or if Recipient suspects that the security or integrity of Agency's data has been or may be compromised in any way.
- 5.15 Texas Labor Code Sec. 301.085 provides that unemployment compensation information is not public information for purposes of Chapter 552 of the Texas Government Code. Recipient shall not release any information obtained from Agency under this agreement in response to a request made under Chapter 552 of the Government Code or to a request made under any other law, regulation, or ordinance addressing public access to government records. Recipient shall inform Agency within twenty-four (24) hours of receipt by Recipient of service of a subpoena or citation in any action seeking access to information obtained from Agency.
- 5.16 Recipient shall notify Agency within 24 hours of the receipt of any subpoena, other judicial request or request for appearance for testimony upon any matter concerning information disclosed under this agreement.
- 5.17 Recipient, its employees, agents, contractors, and subcontractors agree to indemnify and hold harmless Agency, the State of Texas, and their employees and officials for any loss, damages, judgments, and costs of liability arising from any acts or omissions or alleged acts or omissions of Recipient or its employees, agents, contractors, and subcontractors, including the inappropriate release or use, by Recipient, of the information provided by Agency.

CONTRACT #2909PER134

**INFORMATION RELEASE AGREEMENT BETWEEN TEXAS WORKFORCE COMMISSION
AND WILLIAMSON COUNTY CONSTABLE OFFICE PRECINCT 2**

STATEMENT OF WORK – PROJECT OBLIGATIONS

SECTION 1 – Project Abstract

The purpose of this agreement is to provide Recipient with direct online access to Agency's mainframe computer files for Wage Records, Unemployment Insurance Claims Function – Limited Access and Employer Master File Inquiry. Subject to security and confidentiality provisions of this contract, Recipient shall use information obtained from Agency solely to assist Recipient in locating individuals for service of civil process and locating individuals with outstanding warrants. Any other use of the information by Recipient shall be a breach of this contract.

SECTION 2 – Obligations of Agency

- 2.1 Agency authorizes on-line, "read-only" access to the following, specified Agency mainframe computer screens:

Wage Record File (**BN75 screen**);
Unemployment Insurance Claims Function - Limited Access; and
Employer Master File Inquiry.

- 2.2 On-line access to Agency's data will routinely be available to Recipient Users on Mondays through Fridays, between the hours of 8:00 a.m. through 5:00 p.m. Central Time Zone, excluding State holidays. Access to Agency's data may not be available at other times, due to the computer maintenance needs of Agency.
- 2.3 Agency reserves the right to conduct monitoring, evaluation and audit of Recipient's access to Agency's data, as provided under this agreement.
- 2.4 Agency records include information provided to Agency by third parties including employers and employees. Agency does not warrant or guarantee the accuracy of this information.

SECTION 3 – Obligations of Recipient

- 3.1 Recipient shall not release or otherwise make accessible to any other party, the data obtained hereunder except as specifically required in order to discharge the official duties described herein. Recipient shall not release any data without the written consent of Agency. Recipient shall maintain sufficient safeguards over all data obtained from Agency to prevent unauthorized access to or redisclosure of any information provided hereunder.

- 3.2 Security measures utilized by Recipient for the protection of Agency's confidential data will conform, at a minimum, to the federal regulations contained in 20 CFR 603, and to the Agency Data Security Policy, which is attached to this agreement as **Attachment A4**.
- 3.3 All Recipient Users granted access under this agreement to Agency data must execute Agency's User Information Security Agreement and complete **TWC IT Security Awareness** training prior to being assigned a Security Password for on-line access to Agency data. A copy of an executed User Information Security Agreement with certification of completion of **TWC IT Security Awareness** training must be received by Agency contact person listed in this contract before a Security Password will be issued. Each User Information Security Agreement submitted must be cosigned by the supervisor of the Recipient User. Executed Recipient User Agreements must be submitted by Recipient contact person listed in this contract. A copy of the User Information Security Agreement is attached as **Attachment A1**.
- 3.4 Recipient must maintain on file a signed copy of the User Information Security Agreement for each Recipient User. The Security Password for an individual Recipient User shall be immediately revoked upon termination of that individual or upon reassignment of a Recipient User into a position not authorized to access Agency's data. Recipient shall notify Agency within five (5) days of the resignation or termination of a Recipient User. Failure to revoke access of a Recipient User who has been terminated or reassigned and inform Agency of any termination or reassignment of a Recipient User shall be a breach of this agreement and may result in immediate termination of the contract as well as other penalties provided by law and this agreement. All security codes, user names and passwords issued under this agreement shall be cancelled upon the expiration of the agreement. One year after the beginning date of this contract and each year on the anniversary date of the beginning date of this contract for the term of this contract, access by a Recipient User shall be cancelled unless within 30 days of that date Recipient submits a new User Agreement executed by Recipient User no more than 30 days prior to the date submitted with an attached certification of completion of **TWC IT Security Awareness** training dated no more than 30 days before submission. Agency will grant access to a maximum of 10 Recipient Users.
- 3.5 Recipient Users are not authorized to change or update any information contained in Agency's computer stored files.
- 3.6 Recipient Users are authorized to access Agency's computer data for the official purposes listed in Section 1 only and may not divulge information obtained under this agreement to any other individual or entity, except as strictly required to accomplish the official purposes listed in Section 1.
- 3.7 Recipient agrees to adopt and implement security guidelines and to ensure that only authorized Recipient Users will have access to view Agency's confidential data and that any screen dump or other extraction of Agency data will be protected from unauthorized use or redisclosure.
- 3.8 Recipient will be solely responsible for disseminating any information provided by Agency to the remainder of Recipient Users.
- 3.9 Recipient agrees to notify Agency immediately if a security violation of this agreement is detected, or if Recipient suspects that the security or integrity of Agency's data has been or may be compromised in any way.

- 3.10 Texas Labor Code Sec. 301.085 provides that unemployment compensation information is not public information for purposes of Chapter 552 of the Texas Government Code. Recipient shall not release any information obtained from Agency under this agreement in response to a request made under Chapter 552 of the Government Code or to a request made under any other law, regulation, or ordinance addressing public access to government records.
- 3.11 Recipient agrees to pay Agency for online access based on the rate schedule attached to this agreement as **Attachment A2**. For the purposes of this agreement, a "transaction" consists of a single command sent by Recipient on its electronic computer system and received by Agency on its electronic computer equipment. Charges will be based on the volume of monthly transactions, as determined by Agency, and will be billed quarterly.
- 3.12 Recipient will pay each invoice on or before the 30th calendar day following the date of receipt of the bill from Agency.
- 3.13 Recipient will treat Wage Records, Claim Benefits Information and Employer Records obtained from Agency as confidential as required under Texas Labor Code Section 301.081 and the Social Security Act of 1934.
- 3.14 Recipient shall establish and maintain security safeguards and procedures to guarantee the confidentiality of all data obtained from Agency. Such safeguards shall, at a minimum, comply with the requirements found at 20 CFR 603.9, a copy of which is attached as **Attachment A3**.
- 3.15 Recipient's procedures to safeguard data provided shall be subject to audit by Agency.
- 3.16 Recipient shall be responsible to provide and maintain its own computer hardware and software to accomplish the necessary computer communications linkages with Agency's mainframe data base.
- 3.17 Recipient agrees to accept liability for any damage to Agency's hardware, software, or data when such damage is directly caused by the actions of employees of Recipient, whether authorized or unauthorized users pursuant to this contract.
- 3.18 In addition to all other charges and costs listed in this agreement, Recipient shall pay a seventy-five dollar (\$75.00) contract initiation charge. Payment of the contract initiation charge is due within 30 calendar days from the date of receipt of the first invoice sent by Agency to Recipient.

SECTION 4 – Contact Persons

In all communications with Agency, Recipient shall include a reference to the TWC contract number. The parties designate the following primary liaisons for implementation of this agreement:

AGENCY

Margo Kaiser
Attorney, Open Records
Texas Workforce Commission
101 E. 15th Street, Room 266
Austin, TX 78778
margo.kaiser@twc.state.tx.us

RECIPIENT

Randolph Doyer
Chief Deputy
Williamson County Constable Office Precinct 2
350 Discovery Blvd., Suite 205
Cedar Park, TX 78613
rdoyer@wilco.org

TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT

Recipient may request a change in Recipient contact person by submitting to Agency a written request signed by the same individual with signature authority who signed on behalf of Recipient on page one of this contract. All changes in Recipient contact person must be approved in writing by Agency.

**TEXAS WORKFORCE COMMISSION
USER INFORMATION SECURITY AGREEMENT**

I, _____
(Print Name) (Social Security Number)

acknowledge that, as a Recipient User, I will be assigned a personal User Identification Code (User ID) and password which I will use to activate computer devices that access the Texas Workforce Commission's computer system. I understand that I will be held personally accountable for my actions and any activity performed under my User ID. Under no circumstances will I allow my User ID and confidential password to be used by any other individual, nor will I use one belonging to someone else. I understand that any violation of this User Agreement including allowing any other individual to use my User ID or confidential password is a violation of the Texas Penal Code and will result in the immediate termination of the contract between the Williamson County Constable Office Precinct 2 and the Texas Workforce Commission. I will not enter any unauthorized data, make any unauthorized changes to data, or disclose any information without prior authorization.

I understand that under Texas Labor Code §301.085 all information I obtain from the Texas Workforce Commission under this user agreement is confidential and that a person commits an offense if the person solicits, discloses, receives, or uses, or authorizes, permits, participates in, or acquiesces in another person's use of, unemployment compensation information that reveals: (1) identifying information regarding any individual or past or present employer or employing unit; or (2) information that foreseeably could be combined with other publicly available information to reveal identifying information regarding any individual or past or present employer or employing unit. Such an offense is a Class A misdemeanor.

Violating a data security system or allowing unauthorized access by another party is a Class A misdemeanor under Chapter 33 of the Texas Penal Code, which is punishable by a fine of \$3,000.00, a year in jail, or both. Intentionally causing a computer to malfunction or knowingly altering data without authorization that results in personal or property damage may constitute a felony of the second degree.

I have read and have had explained to me the security and confidentiality requirements of 20 CFR Part 603 and the data access agreement with the Texas Workforce Commission. I understand and agree to abide by these requirements. I also understand that if I violate any of these standards I may be subject to disciplinary action or prosecution under one or more applicable statutes, and I may jeopardize the agreement between the recipient and the Texas Workforce Commission.

Signature of User

Date

Recipient Agency

I have instructed the User listed above about all confidentiality requirements applicable to data obtained under the data access agreement with the Texas Workforce Commission including the requirements of 20 CFR Part 603 as well as the sanctions specified in the data access agreement and in state law for unauthorized disclosure of information.

Signature of Supervisor

Date

Approved by: _____
Signature of contract contact person

Distribution: Original retained by the Recipient Agency. Copies to the Texas Workforce Commission and the User.

Rate Schedule for Online Access

Number of Monthly Transactions	Monthly Charge
1-10,000	125.00
10,001-25,000	320.00
25,001-50,000	630.00
50,001-75,000	950.00
75,001-100,000	1250.00
100,001-150,000	2000.00
150,001-300,000	3800.00
300,001-500,000	6300.00
500,001-750,000	9400.00
750,001-1,000,000	12,500.00
1,000,001-1,250,000	15,700.00
1,250,001-1,500,000	18,800.00
1,500,001-1,750,000	22,000.00
1,750,001-2,000,000	25,000.00
2,000,001-2,500,000	31,500.00

The above rates are based on a per-transaction fee of \$00.011, an additional 14% administrative overhead charge, and the data processing costs of monitoring actual volume of transactions on a periodic basis. Transaction levels above 2,500,000 are billed on actual number of transactions times \$00.011, plus 14% administrative overhead.

PROTECTION OF CONFIDENTIALITY

CHAPTER V--EMPLOYMENT AND TRAINING ADMINISTRATION, U.S. DEPT. OF LABOR
PART 603--INCOME AND ELIGIBILITY VERIFICATION SYSTEM
SUBPART A--INCOME AND ELIGIBILITY VERIFICATION SYSTEM

20 C.F.R. § 603.9 What safeguards and security requirements apply to disclosed information?

(a) In general. For disclosures of confidential UC information under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis); § 603.5(e) (to a public official), except as provided in paragraph (d) of this section; § 603.5(f) (to an agent or contractor of a public official); § 603.6(b)(1) through (4), (6), and (7)(i) (as required by Federal UC law); and § 603.22 (to a requesting agency for purposes of an IEVS), a State or State UC agency must require the recipient to safeguard the information disclosed against unauthorized access or redisclosure, as provided in paragraphs (b) and (c) of this section, and must subject the recipient to penalties provided by the State law for unauthorized disclosure of confidential UC information.

(b) Safeguards to be required of recipients.

(1) The State or State UC agency must:

(i) Require the recipient to use the disclosed information only for purposes authorized by law and consistent with an agreement that meets the requirements of § 603.10;

(ii) Require the recipient to store the disclosed information in a place physically secure from access by unauthorized persons;

(iii) Require the recipient to store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means;

(iv) Require the recipient to undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems;

(v) Require each recipient agency or entity to:

(A) Instruct all personnel having access to the disclosed information about confidentiality requirements, the requirements of this subpart B, and the sanctions specified in the State law for unauthorized disclosure of information, and

(B) Sign an acknowledgment that all personnel having access to the disclosed information have been instructed in accordance with paragraph (b)(1)(v)(A) of this section and will adhere to the State's or State UC agency's confidentiality requirements and procedures which are consistent with this subpart B and the agreement required by § 603.10, and agreeing to report any infraction of these rules to the State UC agency fully and promptly.

(vi) Require the recipient to dispose of information disclosed or obtained, and any copies thereof made by the recipient agency, entity, or contractor, after the purpose for which the information is disclosed is served, except for disclosed information possessed by any court. Disposal means return of the information to the disclosing State or State UC agency or

destruction of the information, as directed by the State or State UC agency. Disposal includes deletion of personal identifiers by the State or State UC agency in lieu of destruction. In any case, the information disclosed must not be retained with personal identifiers for longer than such period of time as the State or State UC agency deems appropriate on a case-by-case basis; and

(vii) Maintain a system sufficient to allow an audit of compliance with the requirements of this part.

(2) In the case of disclosures made under § 603.5(d)(2) (to a third party (other than an agent) or disclosures made on an ongoing basis), the State or State UC agency must also:

(i) Periodically audit a sample of transactions accessing information disclosed under that section to assure that the entity receiving disclosed information has on file a written release authorizing each access. The audit must ensure that the information is not being used for any unauthorized purpose.

(ii) Ensure that all employees of entities receiving access to information disclosed under § 603.5(d)(2) are subject to the same confidentiality requirements, and State criminal penalties for violation of those requirements, as are employees of the State UC agency.

(c) Redisclosure of confidential UC information.

(1) A State or State UC agency may authorize any recipient of confidential UC information under paragraph (a) of this section to redisclose information only as follows:

(i) To the individual or employer who is the subject of the information;

(ii) To an attorney or other duly authorized agent representing the individual or employer;

(iii) In any civil or criminal proceedings for or on behalf of a recipient agency or entity;

(iv) In response to a subpoena only as provided in § 603.7;

(v) To an agent or contractor of a public official only if the person redisclosing is a public official, if the redisclosure is authorized by the State law, and if the public official retains responsibility for the uses of the confidential UC information by the agent or contractor;

(vi) From one public official to another if the redisclosure is authorized by the State law;

(vii) When so authorized by Section 303(e)(5), SSA, (redisclosure of wage information by a State or local child support enforcement agency to an agent under contract with such agency for purposes of carrying out child support enforcement) and by State law; or

(viii) When specifically authorized by a written release that meets the requirements of § 603.5(d) (to a third party with informed consent).

(2) Information redisclosed under paragraphs (c)(1)(v) and (vi) of this section must be subject to the safeguards in paragraph (b) of this section.

(d) The requirements of this section do not apply to disclosures of UC information to a Federal agency which the Department has determined, by notice published in the Federal Register, to have in place safeguards adequate to satisfy the confidentiality requirement of Section 303(a)(1), SSA.

TEXAS WORKFORCE COMMISSION DATA SECURITY POLICY

It is the policy of the Texas Workforce Commission to promote a secure environment for employees and clients, and to maintain management controls necessary for the safekeeping of the Agency's resources and assets.

Employees, physical property, and information related to the conduct of agency operations are assets, entrusted to the care of the agency by the citizens of this state. Safeguarding the security and integrity of these assets and using them in a cost-effective manner are basic responsibilities of the agency.

The Texas Workforce Commission relies heavily on its electronic data processing systems to meet its operational, financial and informational requirements. It is essential that these critical systems are protected from accidents and misuse of all kinds, and that both the computer system and the data that they process be operated and maintained in a secure environment.

It will be the responsibility of the Data Security Manager of the RECIPIENT AGENCY to determine and assign the computer access codes required for a user to perform the assigned job duties. Access to computerized data will be limited to just that data needed to do the assigned job.

It is the responsibility of the Data Security Manager of the RECIPIENT AGENCY to make certain that all users are aware of, and comply with, the Texas Workforce Commission's rules and regulations within their office.

FUNDING SUMMARY - REVENUE GENERATING CONTRACTS

This form is for use by Encumbrance Unit

05/21/09

Contractor Name: TWC and Williamson County Constable Office PCT 2**Program Contract No.** 2909PER134**Accountant Name-** David Torrez**Phone No.-** 463-6685

<u>Estimated Total Contract</u>	<u>SERVICES</u>	<u>TOTAL</u>
FY 2009 Allocation - Estimated Contract Amount	575	575
FY 2010 Allocation - Estimated Contract Amount	1,000	1,000
FY 2011 Allocation - Estimated Contract Amount	-	-
FY 2012 Allocation - Estimated Contract Amount	-	-
	\$ 1,575	\$ 1,575

AMOUNT	ACCOUNT	COST CNTR	APPROP	BUDGET REF	GRANT	SUBSTRATEGY	FUNCTION
575	*	*	13033	2009	090625	8012030	100
1,000	*	*	13033	2010	100625	8112030	100

* For Revenue Generating Contracts, budgets are provided based on expected TWC expenditures.

Since the TWC expenditures related to this contract are part of the total budget for the Program Code, the Account Chartfield and the Org Chartfield are not completed.

The Account Chartfield and the Org Chartfield are to be completed only if a budget amendment is to be processed for this contract, the implication being that the revenue generated by this contract was not part of the original budget estimated.

NOTE:

For Revenue Generating Contracts without other Chartfields, an explanation should appear below.

Explanation:

The contract begins 05/01/09 and ends 04/30/10. We have prorated the contract based on equal amounts of revenue generated each month. Expected revenue is \$1,575 dollars for the contract period.

Estimated revenue was sent via CATS review.

ALL PROGRAM TOTALS**\$ 1,575**

Texas Workforce Commission

A Member of Texas Workforce Solutions

Tom Pauken, Chairman

Ronald G. Congleton
Commissioner Representing
Labor

Andres Alcantar
Commissioner Representing
the Public

Larry E. Temple
Executive Director

May 18, 2009

Randolph Doyer, Chief Deputy
Williamson County Constable Office Precinct 2
350 Discovery Blvd., Suite 205
Cedar Park, Texas 78613

Re: TWC Contract/s or Amendment/s

Dear Mr. Doyer:

Enclosed are original signature copies of the Contract/s or Amendment/s listed below:

TWC Contract /Amendment Number	Contract Manager/Phone Number
TWC Contract/Amendment Number: 2909PER134	Name: Margo Kaiser Phone Number: (512) 936-0479

Please sign all the copies of the Contract/s or Amendment/s where indicated and complete the Contract/Amendment Language Change Certification Form for each transaction.

Retain one (1) set for your records, provide one (1) set to your Fiscal Agent (if applicable) and return one (1) set to:

Texas Workforce Commission
Contract Services Department
101 East 15th Street, Room 350-T
Austin, Texas 78778-0001
Attn: Beatrice Barrera – Program Specialist

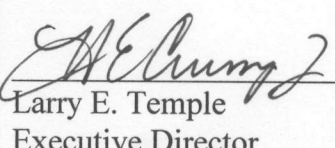
If you have any questions or need additional assistance regarding the contents of these documents prior to signature, please contact the contract manager at the number indicated above.

Sincerely,


for Kate Redfern
Director, Contract Services Department

KR:bb
Enclosures

**TEXAS WORKFORCE COMMISSION
OPEN RECORDS CONTRACT**

		TWC Contract Number	2909PER134
TITLE	INFORMATION RELEASE		
Recipient Information			
Name	Williamson County Constable Office Precinct 2		
Mailing Address	350 Discovery Blvd., Suite 205		
City/State/Zip	Cedar Park, TX 78613		
Telephone Number	512-943-1550 512-260-4270 mjm		
Contract Period			
Begin Date	May 1, 2009	End Date	April 30, 2010
Funding Information			
The total amount of this contract will not exceed the sum of			\$1,575.00
Remarks			
This contract is contingent on Recipient's acceptance of and compliance with the terms and conditions of this Open Records Contract and any referenced attachments.			
Signature Authority			
The person signing this contract on behalf of Agency and Recipient hereby warrants that he or she has been fully authorized by the organization to:			
<ul style="list-style-type: none">• Execute this contract on behalf of the organization, and• Validly and legally bind the organization to all the terms, performances and provisions of this contract.			
Agency Approval		Recipient Approval	
Agency: Texas Workforce Commission		Recipient: Williamson County Constable Office Precinct 2	
<div style="display: flex; justify-content: space-between;"><div> Larry E. Temple Executive Director</div><div><div style="border-bottom: 1px solid black; width: 100px;"></div><div>Date</div></div></div>		<div style="display: flex; justify-content: space-between;"><div><div style="border-bottom: 1px solid black; width: 100px;"></div><div>Dan A. Gattis County Judge</div></div><div><div style="border-bottom: 1px solid black; width: 100px;"></div><div>Date</div></div></div>	

Termination Notice

Commissioners Court - Regular Session

Date: 06/02/2009

Submitted By: Jim Gilger, County Auditor

Department: County Auditor

Agenda Category: Regular Agenda Items

Information

Agenda Item

Discuss and take appropriate action on terminating the Third Party Administration and Utilization Management Services Agreement with Covenant Management Systems, LP (Mediview).

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: Jim Gilger Started On: 05/27/2009 04:09 PM

Final Approval Date: 05/28/2009

Discuss and take action on allocating CDBG money for Jarrell
Commissioners Court - Regular Session

Date: 06/02/2009
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 appropriate action on allocating \$250,000 of FY2008 Community Development Block Grant (CDBG) funds for the City of Jarrell Water Project to help pay for engineering and infrastructure costs.

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: 05/28/2009 10:12 AM
Final Approval Date: 05/28/2009

Discuss and take action on appointing Ashley Reeves to ESD #5.

Commissioners Court - Regular Session

Date: 06/02/2009

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 appointing Ashley Reeves to ESD #5. Ashley Reeves will be replacing Scott Kreller whose term expires November 17, 2010.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Ashley Reeves](#)

Form Routing/Status

Form Started By: Terri Countess Started On: 05/28/2009 10:19 AM

Final Approval Date: 05/28/2009

▶ Ashley Reeves

705 Little Rd.

Jarrell TX, 76537

Phone: 512-262-8158

Email: Ashley@ashbyre.com



Objectives

To serve on the ESD board and make sure the growing community is aware of the boards intentions. Meet more people and communicate with the public to ensure emergency services are available to all residents in the ESD jurisdiction.

Education

Bachelor of Science in Hotel/Restaurant Management from the **University of North Texas**.
Graduated: August 1993

Experience

Central Texas College; 8/2002-present

6200 W. Central Texas Expy

254-526-1495

Responsibilities: Physical Education Coach in the P.E. Department. I currently teach Aerobics, Indoor Cycling, Water Aerobics and Swimming classes. My responsibility is to educate the students on form, nutrition, heart rate, muscles, and variation of exercises specific to the class.

Ashby Real Estate; 7/2007- present

P.O. Box 617

Jarrell, TX 76537

512-746-2200

Responsibilities: Realtor-Assist clients in purchasing or listing properties. Help educate clients on current market value, different types of loans, and the best suited property for their needs.

Certifications

- ▶ CPR Certified
- ▶ AFAA (Aerobic Fitness Association of America) certified
- ▶ TREC (Texas Real Estate Commission) certified
- ▶ TRCC (Texas Residential Construction Commission) registered

PROFESSIONAL ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR THE WILLIAMSON COUNTY EMERGENCY SERVICES OPERATIONS CENTER

Commissioners Court - Regular Session

Date: 06/02/2009
 Submitted By: Patrick Strittmatter, Purchasing
 Submitted For: John Sneed
 Department: Purchasing
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider authorizing advertising and setting date of July 9, 2009 at 2:00pm in the Purchasing Department to receive RFQ responses for PROFESSIONAL ARCHITECTURAL/ENGINEERING DESIGN SERVICES FOR THE WILLIAMSON COUNTY EMERGENCY SERVICES OPERATIONS CENTER project, RFQ# 09WCRFQ907.

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: 05/27/2009 04:56 PM
 Final Approval Date: 05/28/2009

LANDSCAPE ARCHITECTURAL SERVICES FOR SOUTHWEST REGIONAL PARK WATER PLAY AREA

Commissioners Court - Regular Session

Date: 06/02/2009
 Submitted By: Patrick Strittmatter, Purchasing
 Submitted For: Jim Rodgers
 Department: Purchasing
 Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider awarding contract to RVi Planning and Landscape Architecture and Graphic Design for LANDSCAPE ARCHITECTURAL SERVICES FOR SOUTHWEST REGIONAL PARK WATER PLAY AREA, RFQ# 09WCRFQ905.

Background

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
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Attachments

Link: [Recommendation Letter](#)

Link: [Vendor Analysis](#)

Link: [RVi RFQ Response](#)

Link: [RVi PSA Contract](#)

Form Routing/Status

Form Started By: Patrick Strittmatter Started On: 05/28/2009 10:01 AM

Final Approval Date: 05/28/2009



Jim Rodgers
PARKS AND RECREATION DIRECTOR

To: Bob Space, Director of Purchasing
From: Jim Rodgers, Director Parks and Recreation
Date: May 22, 2009
Subject: Award of Landscape Architectural Services for
Southwest Regional Park Water Play Area RFQ Number: 09WCRFQ905

Bob, I would like to recommend award Landscape Architectural Services RFQ for Southwest Regional Park Water Play Area Plan - RFQ 09WCRFQ905 to RVI. Commissioner Long, Jonathon Harris and I interviewed three candidates of the 13 submittals received. The panel unanimously selected RVI to develop plans for the Water Park Play Area. Their experience, enthusiasm and interesting design ideas wholly influenced the panel. I have previously sent the evaluation matrix to Jonathon Harris. Thank you for Jonathon's and Patrick's help and should you need any further information please let me know.



WILLIAMSON COUNTY

512.260.4263 Fax 512.260.4284
jrodgers@wilco.org www.wilco.org
350 Discovery Blvd., Suite 207
Cedar Park, Texas 78613

Firm	Letter & State	me Basic	Quals	Ability	Proximity	Technical	history/ref	Approach	Sub Total	Interview
	check		5 points	15 points	5 points	15 points	25 points	25 points		10 points
Bosse & Pharis	✓	✓	5	13	5	13	20	19	75	
C F Z Group LLC	✓	✓	5	14	3	13	19	19	73	
Land Strategies, Inc	✓	✓	5	11	5	5	20	20	66	
DHM Design Corporation	✓	✓	5	13	0	14	20	20	72	
DesignWorkshop	✓	✓	5	13	5	13	21	20	77	
Land Design Partners	✓	✓	5	10	5	13	18	20	71	
TBG Partners	✓	✓	5	14	5	13	20	23	80	
Kimley-Horn & Assoc	✓	✓	5	12	2	13	25	25	82	x
BWM	✓	✓	5	14	5	14	20	23	81	x
Coleman & Associates	✓	✓	5	13	5	13	15	20	71	
SEC Planning, LLC	✓	✓	5	13	5	13	19	23	78	
RVI	✓	✓	5	14	5	14	22	23	83	x

Total

"If there is magic on this planet, it is contained in water."

Laura Esley



Request for Qualifications

Landscape Architectural Services for Southwest Regional Park Water Play Area

RFQ# 09WCRFQ905

ORIGINAL

March 18, 2009

Prepared for Williamson County by



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Williamson County Purchasing Department
Jonathan Harris
Williamson County Inner Loop Annex
301 SE Inner Loop, Suite 106
Georgetown, Texas 78626

March 18, 2009

**RE: Request for Qualifications - Landscape Architectural Services
for Southwest Regional Park Water Play Area. RFQ Number:
09WCRFQ905**



712 Congress Avenue, Suite 300
Austin, Texas 78701

(voice) 512.480.0032
(fax) 512.480.0617

www.rviplanning.com

Dear Mr. Harris,

RVi is pleased to submit our team qualifications for Landscape Architectural Services for the Southwest Regional Park Water Play Area. All information requested is included in the submittal.

Why should Williamson County select our team?

We Focus on Your Needs - The RVi team has designed and expanded parks throughout Central Texas. Our experience means we understand the park design process so we can focus our energy and skills on your specific needs - to create an exciting water play and picnic area.

We have a Strong Team - We understand how important it is for you to get this right and have put together a team that is well qualified and familiar with Williamson County. We have on-going professional relationships that will eliminate the need for time consuming team orientation. Our collaborative spirit and collective experience will provide for an efficient and comfortable team organization. The RVi team is committed to maintaining staff continuity for this project and comprises the following firms:

RVi Planning + Landscape Architecture + Graphic Design
Park Planning, Landscape Architecture, Graphic Design, LEED Certification

Urban Design Group
Civil Engineering, Surveying, Permit Processing, WBE

Studio 8 Architects, Inc.
Architecture, LEED Certification, HUB

We are Park Design Specialists - Our specialized park design experience translates into understanding creative and cost effective planning and design based on the most current trends and techniques. We have worked successfully with design / build aquatics professionals on many projects and can expertly coordinate all phases of the project from inspiration to final close out.

We are Communicators - We understand the importance of well executed public input, both as a design tool and consensus building device. We coordinate meetings to ensure good information exchange. We have outstanding communication skills. We listen.

We look forward to the opportunity to work with you and the citizens of Williamson County. Please contact me if you have any questions or need further information.

Sincerely,

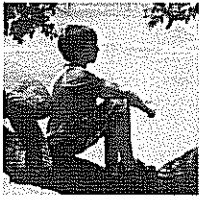
Barbara Austin, RLA
Principal
baustin@rviplanning.com



Firm Profiles | The RVi Team

RVi Planning + Landscape Architecture + Graphic Design

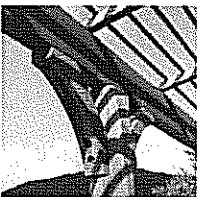
Project Management, Landscape Architecture



RVi (formerly RichardsonVerdoorn) embarked on a mission in 1982 to provide the highest quality landscape architectural design and planning services available in Texas. Starting from a small core of partners RVi has grown into a major regional design firm widely recognized throughout the U.S. for its creative contributions in land use analysis, master-planned communities, design of outdoor spaces, parks and recreation design, branding and environmental graphics.



RVi is one of the most accomplished firms of park and open space planners and landscape architects in Texas and has developed a strong track record of service throughout the nation. RVi has received three national design awards and has been the design consultant to the National Parks Service. Public clients in Texas include the cities of Austin, Dallas, Georgetown, Waco and San Antonio, as well as dozens of smaller cities and municipal utility districts. Our work has created spaces where people have a sense of place within their environment. The firm provides a spectrum of parks and recreation planning and design services, including:



- Park system master planning
- Parks grant applications
- Recreation surveys and public workshops
- Site planning for parks and trail systems
- Full design of parks, trails and aquatic facilities
- Cost estimating and capital improvements programming



RVi has been designing and planning throughout Central Texas and the Southwest region for over 26 years. The firm has developed a dedicated team of 23 employees with a high retention rate and a commitment to the firm and the projects they manage. Barbara Austin, Principal-in-Charge and Director of Park Design, has been with the firm for over 14 years, Chris Lulich, Project Manager for over 12 years, and Paul Smith, Principal and Director of Landscape Architecture for over 18 years. Each has extensive experience in parks, aquatics and open space projects and are continually developing and honing their skills in design and landscape architecture.



References

Roy G. Guerrero **Colorado River Park**

City of Austin

Stuart Strong

512.974.6766

stuart.strong@

ci.austin.tx.us

- *Year Completed:* Ongoing
- *Project Type & Scope:* Planning and design of 400 acre park.
- *Construction Cost:* \$4.5 million

North San Gabriel Trail **& Rivery Park**

City of Georgetown

Randy Morrow

512.930.3595

rmorrow@

georgetowntx.org

- *Year Completed:* 2005
- *Project Type & Scope:* Planning and design of over 3 miles of trail and park
- *Construction Cost to date:* \$1 million

Mueller Greenways

Catellus Development

Matt Whelan

512.703.9200

mwhelan@catellus.com

- *Year Completed:* Ongoing
- *Project Type & Scope:* Planning and design of over 100 acres of parks and open space.
- *Construction Cost:* \$10+ million



Firm Profiles



Urban Design Group

Urban Design Group (UDG) *Civil Engineering and Surveying*

With 28 years experience in the Austin area, UDG can address all design and permitting issues related to this regional waterplay area. UDG's recent work with RVI on the Williamson County Champion Park, the Colorado River Park, the Lake Georgetown Trail and Rock Street Pedestrian Crossing provide direct experience for this project.

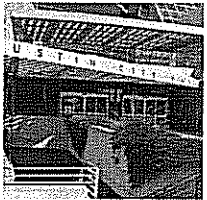
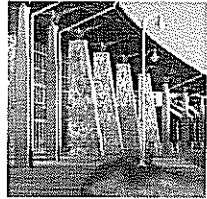
Urban Design Group (UDG) provides a full range of services for all phases of civil engineering design including surveying, planning, preparation of construction plans, and construction administration. The UDG team had its beginning in September 1981 and has established a position of leadership in cost efficient planning and design of local civil engineering projects through the application of sound engineering principles and state-of-the-art technologies.

UDG has designed water quality controls for projects ranging from downtown to the most sensitive requirements over the Edwards Aquifer. Designs are developed to accommodate clients' needs, ranging from locating the pond under the building in the West Campus area to the design of a world class landscape amenity at Lake Austin Spa. At UDG, our site engineering philosophy is to develop the most cost effective solution which meets the overall goal of the project.

UDG's staff of 24 consists of 8 professional engineers, 5 surveyors, 1 Engineer in Training (EIT), 1 graduate engineer, 4 CADD technicians, 1 planner, and 4 administrative staff. Brian Runyen, Principal, with over 15 years experience will lead the engineering design.

References

Roy G. Guerrero Colorado River Park • City of Austin • Mark Schruben • 512.974.7048 • mark.schruben@ci.austin.tx.us • *Project Type & Scope:* 400 acre park



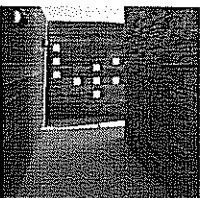
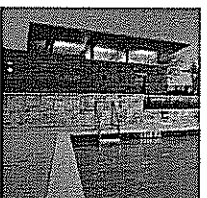
Studio 8 Architects, Inc. *Architecture and Interior Design*

Studio 8 Architects, Inc., founded in February of 2003 by Milton Hime with Lisa Dambold, is a full service architecture, planning, and interior design firm. Since inception, they have steadily grown to a total of 17 employees, including 10 staff practicing architecture and 5 practicing interior design, with 3 members who have achieved LEED accreditation. Although the company is young, it comprises a talented group of people who have worked together for many years and have created designs that have been recognized by the American Institute of Architects and the International Interior Design Association. Design is their passion and their goal is to create notable work through collaboration with clients. Additionally, Studio 8 is registered with the State of Texas as a HUB firm.

Studio 8 provides large firm experience while still maintaining a personal and integrated level of service. We are known for our client commitment and use this as a foundation to focus on meaningful design. Our projects are diverse and do not conform to a pre-described design style. Each is approached independently with care and attention to the unique aspects of the program, site, and the client's goals that ultimately influence the architectural solution. Our belief is that the client knows best what they need and desire and our role is to assist them in translating their character into the image of their building.

References

Ella Wooten Neighborhood Park • Catellus Development • Carl Paulson • 510.267.3404 • cpaulson@catellus.com • *Project Type & Scope:* 3,800 sf pool house



Project Experience



Champion Park

Client

Williamson County
Texas

Date

2007

Estimated Cost

\$1.4 million

Final Cost

\$1.4 million

Team

Barbara Austin (RVi)
Chris Lulich (RVi)
Brian Runyen (UDG)

Champion Park, the latest addition to the Williamson County Parks system, brings the remnants of a prehistoric inland sea to the surface in a modern day play and discovery area for children of all ages. The park is the result of a balancing act between the requests of local residents for relief from overcrowding of neighboring parks and connectivity to nearby communities with the conservation of open space. Thoughtful planning provided an outlet for a creative solution. The design includes a large open pavilion nestled into a grove of mature pecan trees with an outdoor kitchen. Additionally, a trailhead features trail information, stretching and warm-up equipment and an outdoor shower and restroom. A new pedestrian bridge crosses a creek to connect the park to the neighboring community.



Dino Pit: Working with the University of Texas paleontology department, casts of locally discovered fossils were buried in a sand pit surrounded by boulders and shaded by a structure resembling an archeological dig.



Splash Pad: The splash pad features a skeleton and tail of a whale with a blow hole that erupts sporadically. The drainage for the splash pad creates a bio-swale which has been filled with plants to simulate a lush prehistoric forest.



Mueller Parks & Greenways

Client

Catellus Development
Group

Date

Ongoing

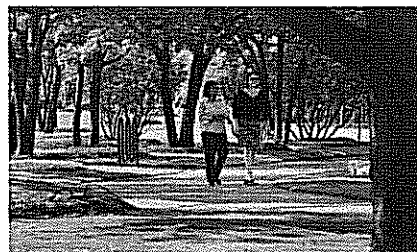
Estimated Cost

\$10+ million

Team

Barbara Austin
Chris Lulich
Paul Smith

As infill projects go, the redevelopment of the former Robert Mueller Municipal Airport site is unparalleled in Central Texas. In support of the master plan by ROMA Design Group, RVi was selected to provide comprehensive landscape architectural and park design services for this 700-acre project. RVi has already completed the 30 acre Lake Park, 31 acre Southwest Greenway and 15 acre Northwest Greenway. Additionally, RVi is working on the 30 acre Southeast Greenway and an extensive, seven mile hike and bike trail system that will connect the community with adjacent neighborhoods, internal parks and neighborhood parks bordering the new development. This project is pursuing LEED for Neighborhood Development certification.



Northwest Greenway



Lake Park

Aquatic Experience | Water Features



Bella Mar at Steiner Ranch

Client

Taylor Woodrow
Robert Long
512.328.8866

Date

2008

Construction Cost

\$1.1 million

Team

Paul Smith (RVi)

Bella Mar is the third community recreation center to be built at Steiner Ranch, a master-planned community in Austin. The 7-acre site contains ball fields, tennis courts, a playground, picnic areas, a building with meeting rooms and bathhouse and three swimming pools. The complex of pools includes a kiddy pool, a competition pool and a resort-style pool that is situated to take advantage of the extensive vista overlooking conservation lands.



The Resident's Club at Falcon Pointe

Client

Newland
Communities
Rainer Ficken
512.244.7776

Date

2004

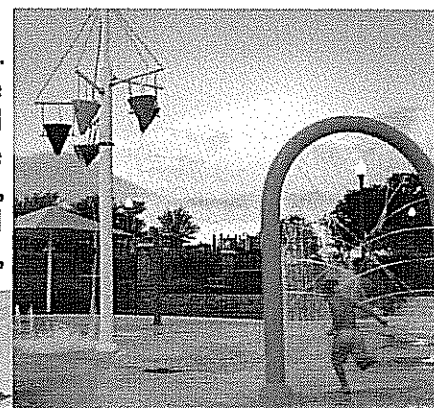
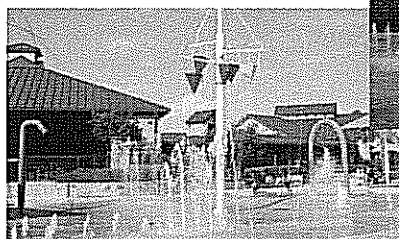
Construction Cost

\$2.4 million

Team

Paul Smith (RVi)

This amenity center is the community's popular center for recreation, socializing and exercising. The Clubhouse includes an activity room, exercise room, playroom, kitchen and office, anchored by a large pavilion. Amenities feature three swimming pools geared for different age groups, a sand volleyball court, lighted tennis courts and a basketball court. Playgrounds, picnic pavilions, open play areas and an amphitheater complete the venue and provide for year round enjoyments.



Belterra Recreation Center

Client

Makar Properties
Eric Willis
512.402.1790

Date

2004

Construction Cost

\$3 million

Team

Paul Smith (RVi)

Designed to fit within and preserve an existing grove of trees, the Belterra Recreation Center serves as a central gathering space for the Belterra community. The center provides many opportunities to enjoy life outdoors, including an open-air pavilion, playground and picnic area, sports fields, recreational and competitive pools. It is also part of a larger open space network, with trails connecting to greenbelts and the rest of the community park system.



Project Experience



Urban Design Group

Palmer Events Center & Cultural Landscape

Client

City of Austin
Robert Holland
512.404.4191

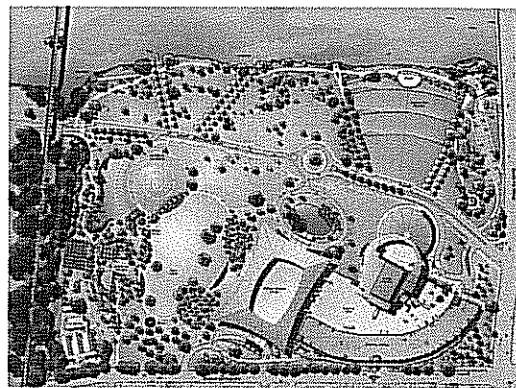
Date

2007

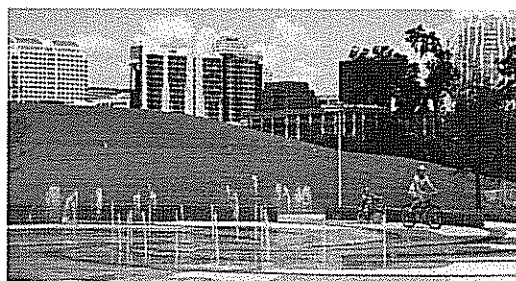
Team

Brian Runyen

This project includes a \$37 million Community Events Center and parking garage with \$7 million park improvements consisting of fountains, wet pond and passive walking/play areas. The project also includes the demolition of existing improvements throughout the park area and the construction of the Community Events Center, Parking Garage and associated utilities, drives, sidewalks and loading areas. UDG was responsible for the civil design of the new Community Events Center and parking garage. Work included development of a water quality plan, grading, drainage, utilities and roadway and sidewalk design. Landscaping features also include a natural amphitheater and water fountains/features.



Park Plan



Splash Pad



Lakeway Bath House

Client

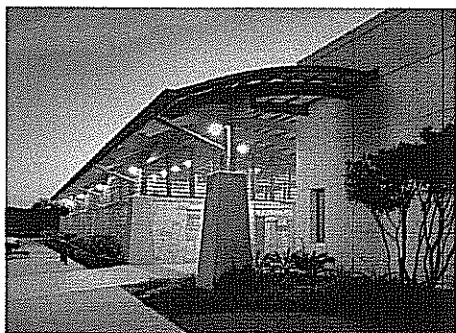
City of Lakeway
Dave Benson
512.314.7540

Date

2004

Team

Milton Hime



The 4,000 s.f. building creates a gateway to the two swimming pools. Designed as two simple pavilions connected by an entry breezeway, one pavilion highlights a shallow curved roof with wood framing while four concrete walls with shed roofs spanning between them establish the rhythm for the other pavilion. The two contrasting structural systems provide a distinction between the pavilions and merge to create the entry point of the complex. This project won a 2005 AIA Merit Award for design.



Ella Wooten Neighborhood Park

Client

Catellus
Development
Group

Date

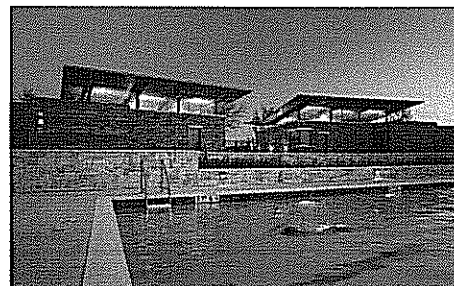
2008

Team

Milton Hime

Ella Wooten Park was created to serve as a gathering space for Mueller Austin's first neighborhood. The anchor for the park is the 3,800 s.f. pool house, which contains a staff office, changing areas, vending, and restroom facilities. Its design pays homage to classic Austin swimming facilities such as Deep Eddy and Barton Springs, combining natural and indigenous materials to create a simple, yet elegant structure.

The sandstone central plaza and breezeway celebrates the rhythmic procession to the water. Board formed concrete walls draw the visitor into the building, guiding them to the restrooms and changing areas where moments of interior movement are translated to the exterior through selectively placed glass blocks.



Key Personnel

The RVi Team | Working Together

The abilities of any professional consultant team are, in large part, dependent on the talent, the experience, and the contributions of the committed individuals that compose the team. The RVi team is built on this belief. We have assembled dedicated professionals who are passionate about their work in the fields of park planning, development and design, architecture, and engineering. Our team is well equipped with the necessary skills and resources to deliver the services required for this project.

Clear Communications

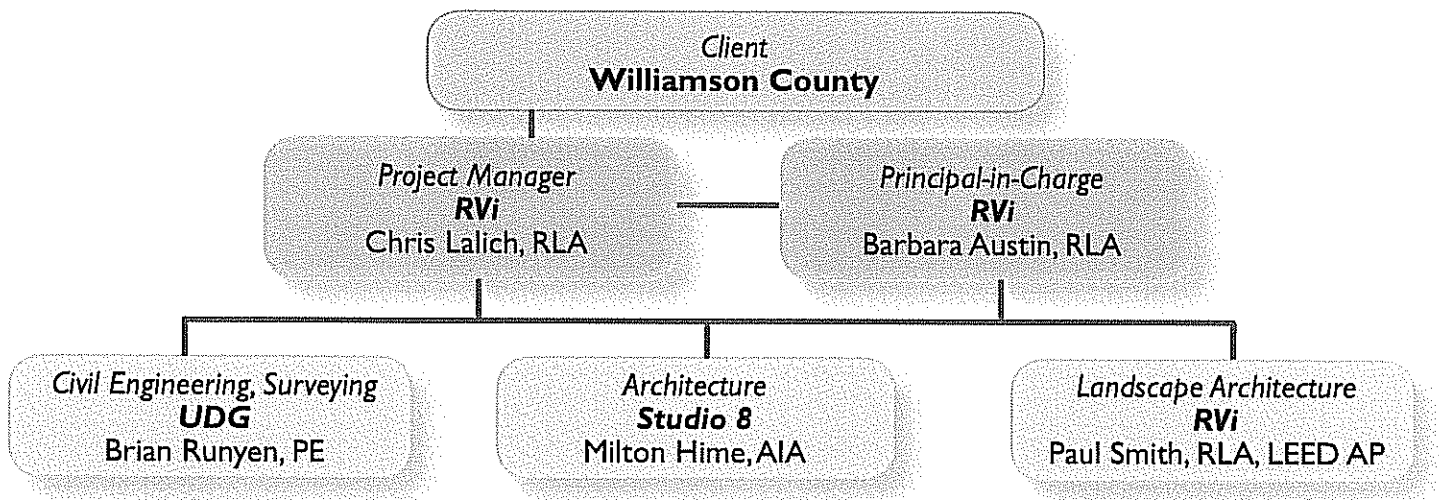
With any organization of this size and complexity, management of the project team requires a commitment to uncompromising communications, coordination, scheduling, budgeting, and oversight. To assure such performance, RVi, as the prime consultant, will act as project manager and serve as your single point-of-contact for all communications with the project team throughout the duration of the project. It is our intent that communications with you be routine and concise, that you have a clear understanding of project progress, and that you understand who to call when you need us.

Flexible Management

We also understand that, with a planning and design project of this scale, there are always unknowns at the outset and changes as it proceeds. Every project evolves and the project team must have the flexibility required to react and facilitate the right decisions. The RVi team has considerable depth in its professional capabilities and has the experience, technical expertise, and talents to be responsive to unexpected conditions and changes with minimal disruption to project flow.

Organization Chart

The RVi team is well coordinated and has the leadership and resources that it will take to get this job done and get it done on schedule. The Organization Chart identifies key team members and their respective roles on the team. Resumes for each individual listed are also provided in this section.



Key Personnel

As Principal-in-Charge, **Barbara Austin, RLA** brings over 25 years experience working with cities and municipalities designing parks and open spaces. Barbara will oversee the direction of the project with Project Manager **Chris Lalich, RLA** leading the team and acting as Williamson County's primary contact. Chris is an experienced Project Manager in creative and innovative park planning and design. His 12 years at RVi support his record of creating unique and educational parks and open spaces. **Paul Smith, RLA, LEED AP** rounds out the landscape architecture team with numerous aquatic projects under his belt. Paul's knowledge and experience in creating sustainable landscapes brings additional value to the project. The engineering components of the project will be managed by **Brian Runyen, PE**. A 15 year veteran of design and construction projects, Brian brings a vast knowledge of local expertise to the project. **Milton Hime, AIA** will be responsible for the architectural aspects of the project. In addition to 25 years experience, Milton brings a history of artistic architectural expression to this project.

Key Personnel



BARBARA AUSTIN, RLA

Principal, Director of Park Design

baustin@rviplanning.com

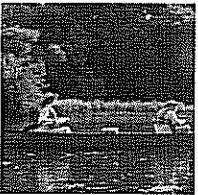
Registered Landscape Architect, Texas Number 1705

1976 - Bachelor of Science - Recreation and Parks, Texas A&M University

1986 - Master of Landscape Architecture, Louisiana State University



Barbara Austin, Director of Park Design at RVi, has over twenty-five years of professional experience and a degree in recreation and parks. Barbara is an experienced manager overseeing projects with complex issues relating to community feedback, regulatory processing and client relations. Barbara specializes in parks and recreation master-planning and design. She serves or has served as Principal-in-Charge on Champion Park, the Mueller Parks & Greenways, Woodland Park & Nature Preserve, the North San Gabriel Trail & Rivery Park and numerous other projects.



Principal-in-Charge. Roy G. Guerrero Colorado River Park. This 400-acre park is slated to become the next great city park in Austin. The program includes a large commons area for performances and festivals, sports fields, trails, a picnic and playground area and a nature preserve. Barbara coordinated a team of consultants including civil, structural and electrical engineers and accompanied the project through the bidding process.



Principal-in-Charge. Cameron Park East. The 35 acre Cameron Park East has become the Waco park system's epicenter for large events, boat races and horseshoe tournaments and as the uses of the park have expanded, the need for redesign and redefinition of the park has become more and more apparent. RVi was called in to analyze the park's need within the community and to provide landscape architecture and park design consulting.



CHRIS LALICH, RLA

Project Manager

clalich@rviplanning.com

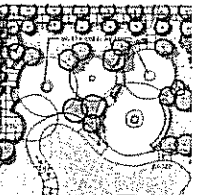
Registered Landscape Architect, Texas Number 2395

1993 – Bachelor of Arts in Art, University of Texas, Austin

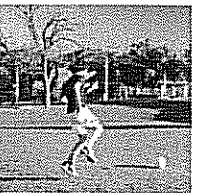
2000 – Master of Landscape Architecture, Texas Tech University



Chris Lalich's background emphasis is landscape design and the management of its environmental impact. His professional skills encompass park planning, site analysis, site planning, project thematic design, design and construction documentation and construction administration. He also specializes in innovative graphics in landscape architecture and his key focus in recent years has been the educational impact of landscapes, in particular in recreating native ecosystems and developing "Discovery Zones" for children. Chris has served as Project Manager on Champion Park and the Mueller Southwest Greenway and as landscape architect on the Colorado River Park, San Gabriel Trail & Rivery Park and numerous other projects.



Project Manager. Mueller Southeast Greenway. The 30 acre Southeast Greenway celebrates the urban wetland. A skate park, restroom building, plaza, natural children's play area and interpretive trail all contain water reuse themed features, such as rain gardens, cisterns and flooded forest to educate users in an active park setting. Innovative grading and habitat techniques were employed to bring visitors close to the water and to promote interaction with nature.



Landscape Architect. Woodlands Park - Planning and design of the Woodlands Park along an inlet of Lake Austin. The trail system extends around the existing pond and continues through the rugged nature preserve, connecting remote Woodlands Park with the River Place neighborhood. RVi prepared a Park, Recreation and Open Space Master Plan for River Place Municipal Utility District followed successfully by Texas Parks and Wildlife and LCRA grant applications.

Key Personnel



PAUL SMITH, RLA, LEED AP

Principal, Director of Landscape Architecture

psmith@rviplanning.com

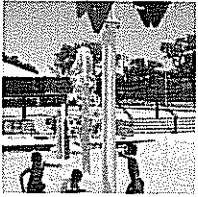
Registered Landscape Architect, Texas Number 847

1971 – Bachelor of Science in Landscape Architecture (Cum Laude), West Virginia University

1972 – Graduate Studies in Landscape Architecture, University of Illinois



Paul Smith has over thirty years of experience in the profession of landscape architecture. Paul's design talents and in-depth knowledge of site engineering and construction enable him to provide technical and economical solutions during the initial phases of project design. A current focus of his experience is in community recreation centers, integrating swimming facilities and multiple recreation opportunities into a "country club" setting for the enjoyment of residents. Paul has served as Principal-in-Charge and Landscape Architect on the aquatic features at Belterra, Blanco Vista, Steiner Ranch, Falcon Pointe and numerous other projects.



Principal-in-Charge / Landscape Architect. Highpointe. The central jewel of the Highpointe community is a 15 acre recreation center featuring a main building with meeting and festivity spaces, a kitchen and state of the art exercise facilities. Outdoor amenities include a grilling center and firepits, multiple swimming pool styles for various ages, a fishing dock, trails, ball fields, lighted tennis courts and a basketball court.



BRIAN RUNYEN, PE

Project Engineer

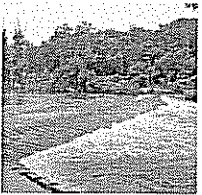
Registered Professional Engineer, Texas Number 85573

1993 - Bachelor of Science in Civil Engineering, Texas A&M University

1994 - Master of Engineering, Texas A&M University



Brian Runyen has over 15 years experience in the design and construction of utility, roadway, drainage and site improvements with particular expertise in site plans, streets and drainage and utilities. This work has included downtown Austin projects such as the new City Hall and Public Plaza as well as Williamson County projects such as Champion Park and the Rock Street Pedestrian Crossing.



Project Engineer. Lake Georgetown Trail and Rivery Park. Design engineer for new pedestrian/bicycle trail improvements (2½ miles of combination concrete, asphalt and nature trails). Project included design of two low-water crossings and culvert crossings of drainageways crossing the trail. Processed TCEQ, Water Pollution Abatement Plan, and Corps of Engineers nation-wide permits.



MILTON HIME, AIA

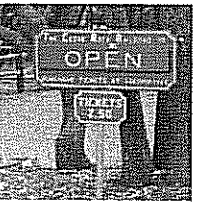
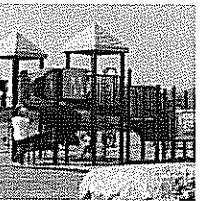
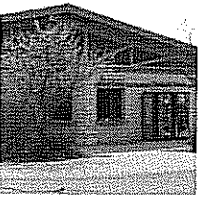
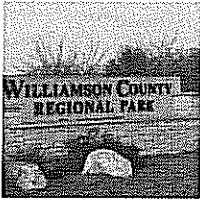
Project Architect

State of Texas Registered Architect and Registered Interior Designer

University of Texas School of Architecture and Engineering



Milton is the founder and Principal of Studio 8 and has been practicing architecture in Central Texas for the past 25 years. His previous experience as partner of a large Austin architectural practice has given him the knowledge and skills necessary to develop Studio 8 into a successful and competent firm. Milton will collaborate with the Studio 8 project team to guide project design and ensure quality control. Milton is present at all critical meetings, is available at all times for client contact and interaction, and is ultimately responsible for this project. His previous project experience includes the Ella Wooten Neighborhood Park, Lakeway Bathhouse, Mayfield Ranch Community Center, Mueller Austin Central Office and Visitor Center, Cinco Ranch Southwest Recreation Center and numerous other projects.



Project Approach | Understanding the Task

Williamson County's Southwest Regional Park has become a hub for active sports and outdoor recreation since its opening in 2003. The 850 acre park offers amazingly diverse opportunities for fun, fitness and competition - from soccer, softball and tennis to cricket, disc golf and occasionally horseback riding. The addition of a significant water play area, pavilions and support facilities will add a great new dimension to the park - a wonderful place for birthday parties, team picnics, school parties, family reunions or just to beat the heat for a couple of hours during the long Texas summer. The RVI team possesses the key technical skills and experience to assure the County that the new water play and picnic area will be designed and built to its full potential. We are a team of design and engineering professionals based in Central Texas with a solid record of successful projects illustrating our ability to understand both the Hill Country site and the recreational desires of the young and active community. Based on our understanding of the project, we feel the following issues will be key to a successful project.

Fun, Imaginative Design - Every project deserves its own creative solution that responds to a particular place. This old quarry has the potential to become a spectacular water play space that grows from the land - the rugged topography, limestone boulders and valuable vegetation. We have the necessary experience working closely with aquatics manufacturers to develop a spray park that is innovative, fun, fresh, accessible and appeals to all ages - encouraging cross-generational play and family interaction. The built structures will embrace the landscape creating strong connections to the environment.

Safety and Security - Safety and security are of paramount concern in every park and we work closely with each of our clients to develop an approach that is as unobtrusive as possible and tailored to the location. Visibility, fencing, lighting, appropriate materials, and adjacent park uses are all considered to ensure a safe rewarding park experience.

Sustainability - Environmental issues have always been central to our work. We use sustainable strategies to conserve energy and preserve natural resources. We evaluate viable short and long term maintenance, water usage, xeriscapic design, environmental factors such as shade, breeze, orientation and visitor comfort, the reuse of on-site materials, rainwater collection, energy efficiency, and energy harvesting. We are LEED accredited.

Work Plan | Approaching the Project

Pre-Design Phase

Define the project process, information and responsibilities

- Meet with County staff to develop time-line and schedule for deliverables.
- Data collection and resources – what is available and what might be lacking.
- Develop an understanding of the Master Plan – clarity of the Community Vision.
- Provide survey services as necessary, coordinate geotechnical and other necessary investigations.

Site Analysis Phase

Understanding the place - Physical and regulatory opportunities and constraints

- Analyze physical site features, conditions and surrounding park uses.
- Define the regulatory jurisdictions and processes for approval and development.

Programming Phase

Understanding the users' needs and expectations

- Meet with the stakeholders to discuss design criteria.
- Develop final program refinements and review with stakeholders.

Project Approach



Schematic Design Phase

Defining the park component and vision

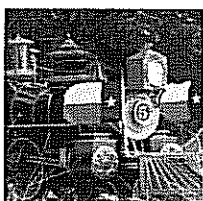
- Develop preliminary site plan and studies of all park elements working with aquatics manufacturer representatives.
- Compile preliminary plans and concepts and present for review.
- Prepare schematic plans and opinions of probable costs including contingencies.
- Develop preliminary operations and maintenance strategies.
- Review schematic design at public forum.



Design Development Phase

Defining the materials, finishes and quality

- Develop studies illustrating the design character and materials to be used.
- Update opinion of probable costs.
- Submit 60% Design Development package.



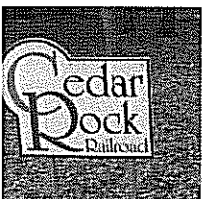
Construction Documents

- Prepare from the approved design development drawings necessary to establish the size, shape, dimension and capacity of the work.
- Complement drawings with specifications, which describe materials, systems and equipment, workmanship, quality and performance criteria for the bidding/negotiating and construction of the work. Coordinate utility needs with the servicing company(s) and seek participation.
- Prepare Opinion of Probable Construction Costs, including appropriate escalation factors and contingencies.
- Submit 90% and 100% documents to County for review.
- Present Construction Plans to Commissioners Court.
- Assist the City in filing the appropriate plans and documents to the County, TCEQ / EPA, TDLR - ADA and other regulatory agencies.



Construction Phase Services

- Prepare bid documents and assist the County in Bid process.
- Review bids and provide written recommendation(s) to staff.
- Oversee Pre-Construction Meeting.
- Construction observation, review and approve pay submittals.
- Coordinate project inspections and close-out including ADA inspection.
- Ensure submission of accurate as-built drawings.



Schedule | Planning the Project

We understand timeliness is critical and will work with Williamson County to develop a schedule that meets your needs. This preliminary schedule is based on our current understanding of the project. The RVi team has the staff resources available and is ready to begin work immediately.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Pre-Design									
Site Analysis / Programming									
Schematic Design									
Design Development									
Construction Documents									
Construction Phase									
Coordination with the County and Commissioners									

Conflict of Interest Statement / Certified Statement



WILLIAMSON COUNTY CONFLICT OF INTEREST STATEMENT

I hereby acknowledge that I am aware of the Local Government Code of the State of Texas, Section 176.006 regarding conflicts of interest and will abide by all provisions as required by Texas law.

Printed name of person submitting form: Barbara Austin
Name of Company: RVi Planning + Landscape Architecture + Graphic Design
Date: March 18, 2009
Signature of person submitting form: <i>Barbara Austin</i>

Notarized:

Sworn and subscribed before me by: <i>Connie T. Shepherd</i> on <u>3/18/09</u> (date)	A rectangular notary seal stamp for Connie T. Shepherd, Notary Public, State of Texas. It includes the text "My Commission Expires AUGUST 14, 2012". To the left of the text is a circular emblem with a star and the words "NOTARY PUBLIC STATE OF TEXAS".
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Certified Statement | State of Texas Registration

I certify that RVi is a Texas Corporation that has ten registered landscape architects on staff, all licensed to perform landscape architecture in the State of Texas. All of the registered landscape architects of RVi are in good standing and are not disbarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.

I further certify that Urban Design Group and Studio 8, Inc are similarly licensed and in good standing with their respective professions.

Barbara Austin

Barbara Austin
Principal, Director of Park Design
RVi

March 18, 2009

Date

PROFESSIONAL SERVICES AGREEMENT

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PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This 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 RVE, Inc. D/B/A RVi, a Texas corporation (*the "Landscape Architect"*).

WHEREAS, *County* proposes to design and construct the *Southwest Regional Park Water Play Area (the "Project")* within Williamson County, Texas;

WHEREAS, *County* desires to obtain professional services for the *Project*;

WHEREAS, *Landscape Architect* has the professional ability and expertise to fulfill the requirements of the *Project*, and to counsel *County* in the design and implementation of the trail.

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

Section I

Employment of the Landscape Architect

County agrees to employ *Landscape Architect* and *Landscape Architect* agrees to perform professional Landscape Architectural 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.

Section II

Basic Services of the Landscape Architect

- A. In consideration of the compensation herein provided, ***Landscape Architect*** shall perform professional Landscape Architectural services for the ***Project***, which are acceptable to the ***County Judge***, based on standard Landscape Architectural practices and the scope of work described in the Work Authorizations to this Agreement. ***Landscape Architect*** shall also serve as ***County's*** professional Landscape Architect in those phases of the ***Project*** to which this Agreement applies and will consult with and give advice to ***County*** during the performance of ***Landscape Architect's*** services.
- B. ***Landscape Architect*** shall not commence work until ***Landscape Architect*** 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 **Landscape Architect** 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 **Landscape Architect**; however, any and all such information shall remain the property of **County** and shall be returned, if the **County Judge** so instructs **Landscape Architect**.
- D. **Landscape Architect** shall perform the following Basic Scope of Services:
 - 1. The basic Scope of Services shall generally consist of all elements of work 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. As part of the Scope of Services, **Landscape Architect** shall submit its Work Products to **County** for review at intervals as deemed necessary by Landscape Architect.
 - 3. The detailed Scope of Services for each phase of the **Project** shall be set forth and fully described in each Work Authorization issued as a part of this Agreement, and same shall be expressly incorporated and made a part hereof.

Section III **Fee schedule and Right to Audit**

- A. For and in consideration of the performance by **Landscape Architect** of the work described in the Scope of Services as defined in the Work Authorizations, **County** shall pay and **Landscape Architect** shall receive the fee set forth in the Work Authorizations. Exhibits I and II are attached hereto and made a part hereof. Invoices shall be submitted by **Landscape Architect** on a monthly basis and shall be considered past due if not paid within thirty (30) calendar days of the receipt of invoice by **County**.
- B. For the performance of services not specifically described in the Scope of Services **Landscape Architect** 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 **Landscape Architect's** services as basic or additional services under this agreement, the decision of the **County Judge** shall be final and binding on **Landscape Architect**.
- C. **County** believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. **Landscape Architect** understands and agrees that the County's payment of amounts under this Agreement is contingent on the **County** receiving appropriations or other expenditure authority sufficient to allow the **County**, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.

- D. ***Landscape Architect*** 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. ***Landscape Architect*** 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 ***Landscape Architect***, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. ***Landscape Architect*** agrees that ***County*** shall have access during normal working hours to all necessary ***Landscape Architect*** 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 ***Landscape Architect*** reasonable advance notice of intended audits.

Section IV Period of Service

- A. ***Landscape Architect*** 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 any extensions of time, unless terminated earlier as provided for herein. ***Landscape Architect*** shall complete all design work as described in the Scope of Services as set forth in Exhibit IV from receipt by ***Landscape Architect*** of ***County's*** written Work Authorization and in accordance with the production timeline approved by ***County***.
- C. Neither ***Landscape Architect*** nor ***County*** shall be responsible for delays caused by "Acts of God", non-county governmental processes, national emergency, or any other causes beyond ***Landscape Architect's*** or ***County's*** reasonable control. Upon the discovery of such an event, ***Landscape Architect*** 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 thirty (30) days of receipt by ***Landscape Architect*** of written Notice of Reinstatement from ***County***. ***Landscape Architect***, 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

Landscape Architect's services hereunder extends for a period of ninety (31) days or more, consecutive or in the aggregate, **Landscape Architect** 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 Landscape Architectural practices and the scope of work described on the Exhibits attached to this Agreement), through no material fault of the terminating party. **County** may terminate this Agreement for convenience (reasons other than substantial failure by **Landscape Architect** to perform) by delivering a written Notice of Termination which shall take effect on the tenth (10th) day following the date of such notice. **Landscape Architect** 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 **Landscape Architect** to perform, **County** may prosecute the work to completion by contract or otherwise and, in such a case, **Landscape Architect** shall be liable for any additional costs incurred by **County**. In the event of **County's** termination for convenience, it is understood and agreed that only the amounts due to **Landscape Architect** for services provided and expenses incurred to and including the date of termination, will be due and payable. No penalty will be assessed for **County's** termination of this Agreement for convenience.
- F. **INTENTIONALLY OMITTED**
- G. **INTENTIONALLY OMITTED**
- 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 **Landscape Architect's** services. The **County Judge** may designate representatives to transmit instructions and receive information.
- B. **Landscape Architect** 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. **Landscape Architect** 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 **Landscape Architect** 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. *Landscape Architect* shall have the responsibility at all times under the terms of this Agreement to advise *County* whether in *Landscape Architect's* judgment it is feasible to proceed with the recommendations given any constraints affecting the *Project*.
- E. *Landscape Architect* shall cooperate and coordinate with *County's* staff, and other Landscape Architects and contractors as reasonable and necessary and as required by the *County Judge*.

Section VI

Review of Work Product

- A. *Landscape Architect's* Landscape Architectural work product will be reviewed by *County* under its applicable technical requirements and procedures.
- B. Reports, plans, specifications, and supporting documents, (the "Work Products"), shall be submitted by *Landscape Architect* on or before the dates specified in the Production Schedule set forth in Exhibit IV. Upon receipt of the 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 Work Products in compliance with the requirements of this Agreement. The completeness of any Landscape Architectural work product submitted to *County* shall be determined by *County* within ten (10) calendar days of such submittal and *County* shall notify *Landscape Architect* in writing if such work product has been found to be incomplete
- C. If the submission is complete, *County* shall notify *Landscape Architect* and *County's* technical review process will begin. *County* shall have thirty (30) calendar days in which to complete technical review and completion review form provided by *Landscape Architect*, and return to *Landscape Architect* for consideration, acceptance and/or incorporation into the Work Products.
- D. If the submission is incomplete, *County* shall notify *Landscape Architect*, 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 *Landscape Architect*, 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, *Landscape Architect* 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 Work Products, *Landscape Architect* shall, without additional compensation, perform any work required as a result of *Landscape Architect's* development of the products which is found to be in error or omission due to *Landscape Architect'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 *Landscape Architect's* Work Products as complete, accepted, or approved under this Agreement, the decision of the *County Judge* shall be final and binding on *Landscape Architect*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VII Revision to Work Product

Landscape Architect 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 *Landscape Architect* shall entitle *Landscape Architect* to additional compensation for such extra services and expenses, provided however, that *Landscape Architect* 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 *Landscape Architect's* development of the work product, at any time, without additional compensation. If it is necessary due to such error or omission by *Landscape Architect* to revise the plans in order to make the *Project* constructable, *Landscape Architect* shall do so without additional compensation. In the event of any dispute over the classification of *Landscape Architect's* services as Basic or Additional Services under this Agreement, the decision of the *County Judge* shall be final and binding on *Landscape Architect*, subject to any civil remedy or determination otherwise available to the parties and deemed appropriate by the parties.

Section VIII Landscape Architect's Responsibility and Liability

- A. *Landscape Architect* 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, *Landscape Architect* shall inform *County* of such event within five working days.
- B. *Landscape Architect* 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 *Landscape Architect* 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 **Landscape Architect**.

- D. **LANDSCAPE ARCHITECT** SHALL INDEMNIFY, PROTECT, AND SAVE HARMLESS **COUNTY**, ITS OFFICIALS AND EMPLOYEES AND ITS AGENTS AND AGENTS' EMPLOYEES FROM AND AGAINST ALL CLAIMS, SUITS, ACTIONS, LIABILITY, LOSS, DAMAGE, 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 **LANDSCAPE ARCHITECT** OR ANY OF ITS SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT; PROVIDED, HOWEVER, **LANDSCAPE ARCHITECT** SHALL NOT BE RESPONSIBLE FOR THE NEGLIGENCE OF ANY OTHER PARTY, OTHER THAN ITS SUBCONSULTANTS.
- E. **Landscape Architect's** opinions of probable **Project** cost or construction cost represent **Landscape Architect's** professional judgment as a design professional familiar with the construction industry, but **Landscape Architect** does not guarantee that proposals, bids, or the construction cost, itself, will not vary from **Landscape Architect's** opinions of probable cost.
- F. **Landscape Architect** shall perform all services and responsibilities required of **Landscape Architect** under this Agreement using at least that standard of care which a reasonably prudent Landscape Architect in Texas, who is licensed by the Texas Board of Architectural Examiners as applicable, would use in similar circumstances.
- G. **Landscape Architect** 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 **Landscape Architect** 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 **Landscape Architect** and professional personnel.
- H. All employees of **Landscape Architect** shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of **Landscape Architect**, 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. **Landscape Architect** shall furnish all equipment, transportation, supplies, and materials required for its operations under this Agreement.
- J. **Landscape Architect** shall place his Texas Professional Landscape Architect's seal of endorsement on all documents and Landscape Architectural data furnished to **County**, as required by law.
- K. **Landscape Architect** is an independent contractor under this Agreement. Neither he nor any

officer, agent nor employee of *Landscape Architect* shall be classified as an employee of the *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 *Landscape Architect* are the property of both the *Landscape Architect* and the *County* and upon completion of the work or termination of this Agreement or as otherwise instructed by *County* and/or *County Judge*, shall deliver a copy to the *County*.
- B. Any reuse by *County* of any such documents described in subsection A above, shall be at the *County's* sole risk and without liability or legal exposure to the *Landscape Architect*. Should *Landscape Architect* be terminated, *Landscape Architect* shall not be liable for *County's* use of partially completed designs, plans, or specifications on this, except to the extent such documents were deemed complete or otherwise "Accepted" or "Approved" as provided herein or represent completed work sealed by *Landscape Architect*, or Civil Engineer, or Surveyor, as applicable, as specified by professional standards. The *Landscape Architect* shall not be liable for *County's* use of any documents described in Section A above, on any other project.
- C. *Landscape Architect* 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 Landscape Architects and contractors, without the specific written consent of *Landscape Architect*.

Section X 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.*** *Landscape Architect* 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 Landscape Architect.*** *Landscape Architect* certifies that neither *Landscape Architect* nor any members of *Landscape Architect's* firm has:
- (1) Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bonafide employee working solely for *Landscape Architect*) 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 bonafide employees working solely for *Landscape Architect*) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the work provided under this Agreement.

Landscape Architect 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:

LANDSCAPE
ARCHITECT: RVE, Inc.
712 Congress Ave, Suite 300
Austin, Texas 78701

COUNTY: Williamson County Judge
Dan Gattis(or successor)
301 S.E. Inner Loop, Ste. 109
Georgetown, Texas 78626

with copy to: Williamson County Attorney
Jana Duty (or successor)
405 M.L.K. St., Box #7

Georgetown, Texas 78626

- F. **Insurance Requirements.** *Landscape Architect* 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 *Landscape Architect* is delinquent in the payment of property taxes related to property located in Williamson County at the time of invoicing, *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect* and their respective successors, executors, administrators, and assigns. Neither *County* nor *Landscape Architect* may assign, sublet, or transfer its 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.** *Landscape Architect* shall provide to *County Judge* upon submittal of *Landscape Architect'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.** *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect*), whether or not it results from or involves any action or failure to act by the *Landscape Architect* or any employee or agent of the *Landscape Architect* and which arises in any manner from the performance of this Agreement, the *Landscape Architect* 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 *Landscape Architect* shall also immediately send the County a copy of any summons, subpoena, notice, or other documents served upon

the ***Landscape Architect***, 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 ***Landscape Architect***'s performance of work under this Agreement.

- M. ***Definition of Landscape Architect.*** The term "Landscape Architect" as used herein is defined as including Registered Professional Landscape Architects, as applicable to the work to be performed under this Agreement, and any reference to professional standards in regards to a Registered Landscape Architect shall relate to those standards promulgated by the Texas Board of Architectural Examiners.
- 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 ***Landscape Architect*** is a Texas 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 **Landscape Architect**, I acknowledge by my signature below that I have read and understand the above paragraphs and that **Landscape Architect** 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 **Landscape Architect** 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 **Landscape Architect**. 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 _____, 20__.

THE LANDSCAPE ARCHITECT:

WILLIAMSON COUNTY:

RVE, INC.

BY: Barbara Austin

BY: _____

Dan A. Gattis,
Williamson County Judge

Printed Name: Barbara Austin

Date: _____

Title: Principal

Date: May 28, 2009

Reviewed as to Form By:

County Attorney

County Auditor

EXHIBIT I

COMPENSATION FOR PROFESSIONAL SERVICES

SECTION 1 - BASIS FOR COMPENSATION

- 1.1 The lump sum fee for the performance of the Scope of Services described in the Agreement shall be outlined in the attached **Appendix A - Scope of Services**.
- 1.2 The basis of compensation for additional 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 *Landscape Architect* shall be reimbursed for non-labor and subcontract expense incurred in the performance of the services under this Agreement at invoice cost.

SECTION 2 – LUMP SUM FEE

- 2.1 *Landscape Architect* and *County* acknowledge the fact that the lump sum fee is the total estimated costs of services to be rendered under this Agreement. This lump sum fee is the agreed upon fee for the performance of the various phases of work provided for under this Agreement.

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 *Landscape Architect* to perform one or more tasks. Each Work Authorization will include a description of the work to be performed, a description of the tasks, generally address development and compliance with a schedule, and a fee amount agreed upon by the *County* and *Landscape Architect*. The amount payable for a Work Authorization shall be described in the Work Authorization. The Work Authorization will not waive the *Landscape Architect'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 *Landscape Architect* have signed the Work Authorization. All work should be completed on or before the completion date if specified in the Work Authorization. The *Landscape Architect* shall promptly notify the *County* of any event which will affect completion of the Work Authorization, although such notification shall not relieve the *Landscape Architect* 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 *Landscape Architect* 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 *Landscape Architect* shall be compensated for extra services not included in the Scope of Services described in the Agreement developed on the basis specified in Exhibit III; however, *Landscape Architect* shall not be compensated for work made necessary by *Landscape Architect's* negligent errors or omissions.
- 4.3 Any amounts paid or payable under this Agreement shall be solely pursuant to a validly issued Work Authorization or any Supplemental Work Authorization related thereto.

SECTION 5 – REQUIRED SUPPORTING DOCUMENTATION

- 5.1 Upon submittal of the initial invoice for service, *Landscape Architect* 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 contain the *Landscape Architects* representation of the percentage of completion relative worked executed towards the completion 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 *Landscape Architect*.

ATTACHMENT A

WORK AUTHORIZATION NO. _____

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 RVE, Inc. (*the "Landscape Architect"*).

Part 1. The *Landscape Architect* will provide the following services described in the attached Exhibit A – Services to be Provided by *Landscape Architect*.

Part 2. The maximum amount payable for services under this Work Authorization without modification is _____.

Part 3. Payment to the *Landscape Architect* 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 _____, 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__.

RVE, INC.

WILLIAMSON COUNTY

BY: _____

BY: _____

Dan A. Gattis,
Williamson County Judge

Printed Name: _____

Date: _____

Title: _____

Date: _____

LIST OF EXHIBITS TO BE ATTACHED

Exhibit A - Services to be Provided by *County*

Exhibit B - Services to be Provided by *Landscape Architect*

Exhibit C - Work Schedule

Exhibit D - Fee Schedule

EXHIBIT II

HOURLY RATES

RVi

Principal	\$150.00 - \$200.00
Project Director	\$125.00 – \$175.00
Project Manager	\$100.00 - \$150.00
Landscape Architect, Planner, Designer	\$70.00 - \$125.00
Production, Technical, Administrative	\$60.00 – \$90.00

Studio 8

Principal	\$ 115.00
Project Principal / Project Manager	\$ 95.00
Architect / Designer 1	\$ 90.00
Architect / Designer 2	\$ 80.00
Architect / Designer 3	\$ 70.00
Architect / Designer 4	\$ 60.00
Administrative	\$ 45.00
Intern	\$ 25.00

UDG

EIT	\$ 70.00
Engineer I/EIT 2	\$ 80.00
Engineer II	\$ 85.00
Engineer III	\$ 100.00
Engineer IV	\$ 105.00
Engineer V	\$ 130.00
Project Manager	\$ 120.00
Project Principal	\$ 190.00
Senior Project Principal	\$ 210.00
Expert Testimony	\$ 180.00
Senior Designer	\$ 110.00
Technician I	\$ 45.00
Technician II	\$ 50.00
Technician III	\$ 55.00
Technician IV	\$ 60.00
Technician V	\$ 65.00
Technician VI	\$ 70.00
Technician VII	\$ 75.00
Technician VIII	\$ 80.00
Sr. Technician	\$ 105.00

Planner	\$ 70.00
Processor	\$ 65.00
Clerical	\$ 60.00
Survey Technician	\$ 75.00
Registered Land Surveyor	\$ 100.00
Survey Crew – 2 Man	\$ 120.00
Survey Crew – 3 Man	\$ 140.00
Survey Crew – 4 Man	\$ 160.00
GPS Survey Crew	\$ 180.00

EXHIBIT III

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES

1. For the performance of work not described in the Basic Scope of Services of the Agreement, *County* shall pay and *Landscape Architect* shall receive, under a negotiated contract modification, compensation based rates set forth in Exhibits I and II to the Agreement.
2. The performance of any additional services must be authorized in writing in advance by the *County Judge*.
3. In the event of any dispute over the classification of *Landscape Architect'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 the ***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 any extensions of time, unless terminated earlier as provided for herein. ***Landscape Architect*** shall complete all design work as described in the Scope of Services within a schedule to be coordinated and agreed upon by the ***County***.

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 ***Landscape Architect*** shall not be included within the days allowed for completion.

EXHIBIT V

PROCEDURES FOR TERMINATION OR SUSPENSION

Procedures for *Landscape Architect* 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, *Landscape Architect* 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 *Landscape Architect* shall submit a statement, defining 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 *Landscape Architect* for approved services actually performed under this Agreement, less previous payments.
4. Failure by *Landscape Architect* to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by *Landscape Architect* of any and all rights or claims to collect the fee that *Landscape Architect* may rightfully be entitled to for services performed under this Agreement.

Procedures for *Landscape Architect* 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, *Landscape Architect* 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 *Landscape Architect* unless requested by *County*.
2. During the period of suspension, *Landscape Architect* may submit the above-referenced statement to *County* for payment of the approved services actually performed under this Agreement, less previous payments.

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

1. In the event that ***Landscape Architect*** exercises such right to terminate, within thirty (30) days after receipt by ***County*** of ***Landscape Architect's*** Notice of Termination, ***Landscape Architect*** 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 ***Landscape Architect*** for approved services actually performed under this Agreement, less previous payments.
3. Failure by ***Landscape Architect*** to submit the required statement and to comply with the above stated conditions without good and reasonable cause shall constitute a waiver by ***Landscape Architect*** of any and all rights or claims to collect the fee that ***Landscape Architect*** may rightfully be entitled to for services performed under this Agreement.

EXHIBIT VI

EQUAL OPPORTUNITY IN EMPLOYMENT

- A. ***Landscape Architect*** will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ***Landscape Architect*** 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; rates of pay or other forms of compensation, and selection for training, including apprenticeship. ***Landscape Architect*** 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. ***Landscape Architect*** will, in all solicitations or advertisements for employees placed by or on behalf of ***Landscape Architect***, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- C. ***Landscape Architect*** 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 ***Landscape Architect's*** obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

EXHIBIT VII

INSURANCE REQUIREMENTS

During the life of this Agreement, *Landscape Architect* 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 \$500,000 per occurrence and \$1,000,000 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 \$25,000 per occurrence and \$50,000 in the aggregate. *Landscape Architect* 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 \$1,000,000.
- E. In the event *Landscape Architect* is self-insured in connection with any or all of the above-required insurance policies, *Landscape Architect* 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.

Landscape Architect 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*. *Landscape Architect* 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 *Landscape Architect* 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. *Landscape Architect* shall furnish *County* with a certification of coverage issued by the insurer. *Landscape Architect* 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 *Landscape Architect*, 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

See attached Scope of Services. Also, refer to Exhibit A of each Work Authorization issued as a part of the Agreement.

Professional Services Agreement for Landscape Architectural Design Services
Part I- Scope of Services and Compensation

ARTICLE 1: PROJECT PARAMETERS

- 1.1 The objective or intended use of the Project is to facilitate the design and development of a water play and picnic area within the existing Southwest Regional Park on County Road 175. The new improvements will include a significant water play feature, a large picnic pavilion, small “birthday” pavilion(s), restroom and approximately 100 car parking lot. Water Play feature components may be supplied by Buy Board qualified supplier. The limits of the project area are delineated on the attached map.
- 1.2 The financial, physical, time and other parameters of the Project are:
1. The County has a construction budget of \$1,780,000.00
 2. The schedule for the project is as follows:

Design through Construction Documents	5 months
County Review/Bid/Award	1.5 months
Construction	5.5 months
 3. The Landscape Architect will include the services of the subconsultant team consisting of Landscape Architect, Civil Engineering, Architect, Structural Engineering and MEP Engineering in this contract.
 4. The Project is within the City of Round Rock ETJ. Based on discussions with City staff, no plan review or permitting of this Project will be required by the City.
 5. Water and wastewater services exist on or adjacent to the Project site and are of sufficient capacity to accommodate the needs of the proposed Project.
 6. The Project will be designed, permitted and constructed as a single phase.

ARTICLE 2: BASIC SERVICES

The *Landscape Architect* shall provide, for the Basic Fee plus reimbursable expenses, the following services with respect to the design portions of the Project:

2.1 SCHEMATIC DESIGN SERVICES

1. Coordinate the collection of base map / base information including property boundaries, aerial photography, topographic information, utility information, as provided by the *County*.
2. Conduct site analysis.

3. Determine regulatory constraints for the Project.
4. Prepare concept plans and images based on discussions with and direction of the **County**.
5. Review concept plans and images with **County**.
6. Conduct invited stakeholder meeting arranged by the **County** to obtain input.
7. Based on **County** and stakeholder input, prepare Schematic Design Studies illustrating the general scope, scale and relationship of the Project elements including:
 - a. water play area
 - b. large picnic pavilion
 - c. small “birthday” pavilion(s)
 - d. restroom
 - e. parking lot
 - f. vehicular circulation
 - g. pedestrian circulation
 - h. grading, drainage, water quality plans
 - i. site utilities
 - j. landscaping
 - l. site lighting
 - m. site signage
8. Prepare an opinion of probable cost for the construction based on the approved schematic design and other selections made by **County**. **Landscape Architect** may include escalation factors and contingencies.
9. Review schematic landscape design and opinion of probable construction cost with the **County** for his approval and authorization to proceed.

2.2 DESIGN DEVELOPMENT SERVICES

1. Based on the Schematic Design approved by the **County**, **Landscape Architect** will prepare Design Development Drawings for the Project.
 - a. The Design Development Drawings shall include plans, sections, elevations and typical details to fix and describe the size and character of the Project components approved by the **County** for further design.
 - b. The Design Development Drawings and all subsequent phases shall be limited to those Project components approved by the **County** in the Schematic Design phase.
2. Prepare an opinion of probable cost for the construction based on the Design Development Drawings. **Landscape Architect** may include escalation factors and contingencies.
3. Review design development drawings and opinion of probable cost with the **County** for his approval and authorization to proceed.

2.3 LANDSCAPE CONSTRUCTION DOCUMENT SERVICES

1. Based on the Design Development Drawings approved by the **County**, prepare Construction Documents for the Project. The Construction Documents shall include:
 - a. plan, section, elevation, and typical detail drawings, that set forth in reasonable detail the requirements for construction of the Project components, including depiction of their size, shape, dimensions, and locations; and
 - b. specifications that identify the materials, equipment, workmanship and quality standards (or performance criteria), for Project components.
2. Prepare an opinion of probable cost based on the Construction Documents. **Landscape Architect** may include escalation factors and contingencies.
3. Present plans to Commissioners Court.

2.4 REGULATORY SERVICES

1. As requested by the **County**, and upon approval and authorization to proceed, prepare documents, including drawings and calculations related to Project components, reasonably required for review by applicable governmental authorities to comply with permitting requirements that are in effect on the date of this Agreement:
 - a. Williamson County;
 - b. Texas Department of Licensing and Regulation – Texas Accessibility Standards (TAS);
 - c. Prepare and submit the necessary applications and reports, and assist the **County** in obtaining the required Texas Commission on Environmental Quality (TCEQ) approvals;
 - d. Prepare National Pollutant Discharge Elimination System (NPDES) Permit Documents including NOI, NOT Form, SWPP, Regulation Forms, Inspection Forms and checklists. **County** will file the necessary forms with EPA.
2. As requested by **County**, and as is reasonably necessary to assist **County** in responding to permitting issues, participate in the permitting process with respect to the Project, including:
 - a. Evaluate and respond to governmental staff review and comments;
 - b. Confer with governmental authorities with regard to Project components to verify interpretation of ordinances, statutes and regulations;
 - c. Attend public hearings to address landscape issues;
 - d. Meet with government authorities following permitting, as review construction procedures for Project components.

3. Review with the **County** design modifications requested by applicable governmental authorities as they apply to Project components, and at **County**'s direction, modify the design accordingly for re-submission.
4. Anything in this Agreement to the contrary notwithstanding, **County** agrees that **Landscape Architect**'s services in relation to any and all accessibility standards, guidelines and requirements set forth by local, state and/or federal authority are strictly limited to: 1) submitting the construction documents to the appropriate governmental authority (or its authorized agent) as required for review and approval prior to construction; and 2) modifying those portions of the construction documents that are specifically identified by such governmental authority (or its agent) during the pre-construction review as being in need of correction.

2.5 BIDDING SERVICES

1. Assist the **County**, or **County**'s Representative, in obtaining bids with respect to the Project components and in awarding contracts for construction.
 - a. Provide **County** bid documents and assist **County** with bid process;
 - b. Attend pre-bid conference;
 - c. Assist the **County** during the bidding process of the Project;
 - d. Assist **County** in preparing descriptions for amendments;
 - e. Meet with **Landscape Architect** team and **County** to discuss the bids.

2.6 CONSTRUCTION PHASE SERVICES

1. **Landscape Architect** shall, as part of the Basic Services, visit the site at **County**'s request to observe particular portions of the work identified by the **County** and to answer questions from the **County** as to whether those identified portions are, in general being performed in accordance with the Construction documents. **Landscape Architect** may also visit the site periodically to determine whether the completed construction portions of the work is in general conformance with the aesthetic intent of the Construction Documents. The total number of all such **County**-requested, and periodic, visits included in the basic services is 20.
2. Perform the following services as they relate to the Project components:
 - a. Attend pre-construction conference;
 - b. Respond to Requests for Information;
 - c. Review and process shop drawings, product data and samples (submittals);
 - d. Assist **County** in preparing work descriptions for Change Orders;
 - e. Assist **County** in reviewing applications for payment from Contractor;
 - f. Assist **County** in preparing progress memoranda.
3. Assist **County** in conducting a Final Observation of the Project to determine, in general, whether the items contained on the punchlist have been completed or corrected and are in general conformance with the aesthetic intent of the Construction Documents.
4. Construction Exclusion. **Landscape Architect**'s scope of work does not include, and

Landscape Architect shall have no authority for supervision, directing or controlling any contractor's work, nor shall *Landscape Architect* have any responsibility for the means, methods, techniques, sequences, safety measures, or procedures of construction selected by any contractor or subcontractor. *Landscape Architect* does not warrant or guarantee that the work of any contractor, subcontractor or supplier is provided in a safe manner or in accordance with any contract documents, drawings, specifications, or applicable laws, rules, regulations, ordinances, codes or orders. Accordingly, *Landscape Architect* shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the Project. *County* agrees that the general contractor shall be solely responsible for jobsite safety.

ARTICLE 3: ADDITIONAL SERVICES

All services requested by the *County* that are not listed in Article 2 of this Agreement are considered Additional Services. Additional Services are not included in the Basic Fee, and shall be paid for by the *County* as set forth in the Agreement.

3.1 Additional Services include, without limitation, the following:

1. Retaining sub-consultants other than those listed in Article I Project Parameters.
2. Revisions to drawings previously provided by *Landscape Architect* due to: changes in the Project's scope, budget or schedule; instructions that are inconsistent with written approvals or instructions previously given; or enactment or revision of codes, laws, or regulations subsequent to the preparation of such documents;
3. Preparation of as-built drawings;
4. Public or other presentations beyond those described in Basic Services;
5. Preparation of presentation materials for marketing or purposes other than in-progress approvals;
6. Preparation of maintenance program;
7. Site visits in excess of the quantity of visits stipulated in Construction Phase Services.
8. Additional site visits following the Final Observation;
9. Consultation and other services, including site visits and construction warranty matters, following issuance of the final certificate for payment to the Contractor, or in the absence of such certificate, more than sixty (60) days after the date of substantial completion of the work;
10. Any consultation, drawings, reports and other work products related to permits, approvals and ordinances not described in Basic Services;
11. Review and processing of permits, approvals and ordinances with agencies or municipalities having regulatory controls over the development not described in Basic Services;

12. Construction of presentation models;
13. Preparation of finish quality renderings of the Project;
14. Preparation of information required by this Agreement to be provided by the *County*;
15. Providing services to investigate existing conditions and to make measured drawings hereof, or to verify the accuracy of drawings or other information, including survey information, furnished by the *County*;
16. Services provided by specialty consultants, including, without limitation surveyors, geotechnical and testing consultants, geologist, archeologist, environmental consultants, accessibility consultants, traffic engineers;
17. Providing work in connection with the services of a construction manager or separate consultants retained by the *County*;
18. Design of offsite infrastructure improvements;
19. Design of any lift station or pumping systems for water and/or wastewater to or within the site;
20. Drainage studies or floodplain analyses (including design of detention ponds) beyond normal design requirements for the site storm drainage system;
21. Providing professional services for the field selection of plant materials;
22. Preparing drawings, specifications, supporting data and providing other services in connection with change orders to the extent that the adjustment in the basic compensation resulting from the adjusted construction costs is not commensurate with the services required of the *Landscape Architect*, providing such change orders are required by causes not solely within the control of the *Landscape Architect*;
23. Providing consultation concerning replacement of any work damaged by vandalism or other cause during construction and furnishing services as may be required in connection with the replacement of such work;
24. Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the work of the Contractor;
25. Providing services other than those set forth in Article 2 of this Agreement;

ARTICLE 4: INFORMATION TO BE PROVIDED BY *COUNTY*

4.1 *County* shall provide, in a timely manner, all criteria and full information regarding *County*'s requirements for, and limitations on, the Project, including without limitation:

1. Legal description and to-scale boundary survey of the property;
2. All deed restrictions and covenants;
3. Topographic survey including 1' contours, tree survey, drainage and flood plain locations, overlay zones or districts, environmental and geotechnical data, utilities, easements, rights-of-way and other existing or proposed physical improvements and impacts of the property;
4. Environmental analysis and surveys, including endangered species presence and/or habitat and known environmental features.
5. CAD files, as appropriate and available, in an AutoCAD format to be mutually determined;
6. All current site construction documents and regulatory approval information related to existing adjacent site improvements. Construction or as-built plans of existing utility and drainage infrastructure on the adjacent developed portion of the park site.
7. Geotechnical boring and testing, including a pavement design.
8. Existing or pending municipal permits or approvals, and other pertinent information as required during the process;
9. Financial/economic information setting forth the budget limitations for the Project; and

ARTICLE 5: COMPENSATION

5.1 BASIC SERVICES

The *County* shall compensate the *Landscape Architect* as follows:

1. *Landscape Architect*'s compensation shall include the lump sum of \$216,000.00 dollars for performance of the Basic Services (the "Basic Fee"), plus the total for Additional Services performed on an hourly basis at the rates set forth in the Agreement, plus reimbursable expenses as set forth in Section 5.4. *Landscape Architect*'s total compensation for Basic Services shall be allocated among the various phases of the Project as set forth below, and will be billed monthly based on percent of work complete for each phase of the Project, along with Additional Services and reimbursable expenses incurred during the billing period. The amounts indicated do not include amounts resulting from substantial change in scope or schedule of the Project or services. The *County* agrees to pay the *Landscape Architect* the following fees for the Basic Services performed:

Schematic Design Services	\$32,000.00
Design Development Services	\$43,200.00
Construction Document Services	\$83,300.00
Regulatory Services	\$ 9,500.00

Bidding Services	\$ 5,000.00
Construction Phase Services	\$43,000.00

5.2 BASIS FOR COMPENSATION

1. The ***Landscape Architect*** fee is based on a construction budget of One Million Seven Hundred Eighty Thousand Dollars.
2. If the Scope of Work or cost of the construction is in excess of One Hundred Fifteen percent (115%) of the approved budget, ***County*** agrees to compensate ***Landscape Architect*** a fee that is mutually agreeable
3. If the Project is suspended for more than 90 consecutive days, the ***Landscape Architect*** shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the ***Landscape Architect*** shall be compensated for expenses incurred in the interruption and resumption of the ***Landscape Architect***'s services. The ***Landscape Architect***'s fees for the remaining services and the time schedules shall be equitably adjusted.

5.3 INVOICING AND PAYMENT

- Y. ***Landscape Architect*** will invoice ***County*** monthly for Basic Services and Additional Services performed, and for reimbursable expenses incurred in accordance with the Terms and Conditions of the Agreement and such amounts shall be due and payable, at the office of RVi, 712 Congress Avenue, Suite 300, Austin, Texas 78701. ***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 ***Landscape Architect*** of the discrepancy. Following ***County's*** notification of any discrepancy as to an invoice, ***Landscape Architect*** 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.

5.4 REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to compensation for Basic Services and Additional Services and include expenses incurred by the ***Landscape Architect*** in the interest of the Project. Reimbursable expenses include such items as telecommunications, reprographics, computer plots/mapping, deliveries, photography, reproductions; postage; automobile transportation; expenses in connection with out-of-town travel; special consultants; cost of maps, surveys, drawings and reports necessary to conduct the work and not otherwise furnished by the ***County***; and costs of

obtaining permits and third-party consultant charges.

ARTICLE 6: TEXAS BOARD OF LANDSCAPE ARCHITECTURAL EXAMINERS

Under Chapter 1052 of the Texas Occupations Code, The Texas Board of Landscape Architectural Examiners - 333 Guadalupe St., Suite 2-350, Austin, Texas 78701-3945, telephone (512) 305-9000 - has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas.

ARTICLE 7: CONFLICTING TERMS

To the extent that any of the terms of this Appendix A – Scope of Services conflict with the terms of the Agreement, the terms of the Agreement shall control.

Project limits



SW Regional Park Water Play Area



Budget Amendment

Commissioners Court - Regular Session

Date: 06/02/2009

Submitted By: Ashlie Koenig, County Judge

Department: County Judge

Agenda Category: Regular Agenda Items

Information

Agenda Item

Consider declaring an emergency and approving a budget amendment to acknowledge additional expenditures for the Health District

Background

With current enrollment on the rise as well as multiple hospitals coming into the County, the "payment for indigents" funding has been exhausted for this year. We currently have \$28K in bills to pay as well as another four months to fund in this fiscal year. This transfer will cover the shortage for FY '09 and adjustments will be made to the FY '10 budget.

Fiscal Impact

From/To	Acct No.	Description	Amount	Sort Seq
	0100-0630-004905	Hlth Dist/Pymt to Indigents	\$1,600,000	
	0100-0630-000346	Hlth Dist/Tsfr to Medicaid UPL	\$100,000	

Attachments

No file(s) attached.

Form Routing/Status

Route	Seq	Inbox	Approved By	Date	Status
1		County Judge Exec Asst.	Wendy Coco	05/27/2009 09:39 AM	APRV
4		Budget (Originator)	Ashlie Koenig	05/27/2009 04:25 PM	APRV

Form Started By: Ashlie Koenig Started On: 05/26/2009 03:33 PM

Final Approval Date: 05/27/2009